

**555 CORNELIA CONDOMINIUM ASSOCIATION**

# **HOUSE RULES**

**November 2003 Revision**

**555 CORNELIA CONDOMINIUM ASSOCIATION  
HOUSE RULES**

**TABLE OF CONTENTS**

<b>Subject</b>	<b>Section</b>
Access to Units -----	I
Assessments and Parking Payments -----	II
Balconies -----	III
Bicycles and Rollerblades -----	IV
Building Security -----	V
Bulletin Board -----	VI
Complaints/Violations -----	VII
Construction and Remodeling-----	VIII
Deliveries -----	IX
Elevators -----	X
Employees of the Association -----	XI
Fire Extinguishers -----	XII
Garage -----	XIII
Hallways and Common Areas -----	XIV
Hospitality Room -----	XV
Insurance -----	XVI
Laundry Facilities -----	XVII
Lobby -----	XVIII
Maintenance and Service -----	XIX
Moving -----	XX
Noise -----	XXI
Pets -----	XXII
Receiving Room -----	XXIII
Recycling -----	XXIV
Refuse Room -----	XXV
Selling or Leasing -----	XXVI
Storage Lockers -----	XXVII

Swimming Pool and Sun Deck -----	XXVIII
TV Cable -----	XXIX
Violation of Criminal Laws -----	XXX
Water Beds, etc. -----	XXXI
Window Trimming -----	XXXII
Violations of House Rules -----	XXXIII

**555 CORNELIA CONDOMINIUM ASSOCIATION  
HOUSE RULES**

**I. ACCESS TO UNITS**

1. Residents must provide Management with the keys to their unit. This key will only be used for emergencies or if the resident has authorized entry, in writing, to specific individuals or companies, or requests a maintenance call when they are not home.
2. If a unit owner fails to provide keys, the owner shall be fined \$25.00 for the first week (or portion thereof) of refusal, and \$50.00 per week (or portion thereof) thereafter for continued failure to turn in keys.
3. If access to a unit is denied, a fine of \$100.00 for the first violation and \$200.00 for each subsequent violation will be levied, along with any cost of actual damage to the common elements or another unit. Should the Association not be in possession of keys during an emergency, Management will forcibly enter the Unit and any security or damage repairs will be the responsibility of the Unit Owner.

**II. ASSESSMENTS & PARKING PAYMENTS**

1. Payments are due on the first of the month. Any payments received on or after the 10th of the month will result in a late charge as determined by the Board.
2. The exact amount of the assessments and any other charges (parking, maintenance calls, etc.) is to be paid. Partial payments and "rounding off" are not permitted. Unit owner will be responsible for late fees on all unpaid balances in any amount.

**III. BALCONIES**

1. Residents are not permitted to paint the ceilings, walls or railings of their balconies.
2. Balconies may not be used as storage areas.
3. All items of balcony furniture should be durable and heavy enough to remain stationary during strong winds.
4. No objects are to be thrown from balconies.
5. No items can be hung over balcony railings. Planters must be located inside the railings and be made of lightweight material
6. Barbequing is permitted provided that:
  - a) A covered grill or hibachi is used.
  - b) Offensive smoke is kept to a minimum.
  - c) Caution and consideration are exercised.
  - d) **NO LIGHTER FLUID or LIGHTER FLUID-FILLED ITEMS ARE PERMITTED.**
  - e) Residents whose outdoor cookery is objectionable will be required by the Building Management to refrain from such practice.

7. No canopies, awnings or enclosures, including screens, shall be installed on balconies.
8. Balcony floors are not to be covered with any material such as tile or carpeting, whether permanently affixed or of a removable nature. Only a raised deck is permitted.
9. Balconies shall not be washed down. If broom sweeping your balcony, do not sweep dirt off the balcony.
10. Bird feeders are prohibited.

#### **IV. BICYCLES AND ROLLERBLADES**

1. The Bicycle Room is on the first floor. There is overflow storage for bicycles in the basement locker room. Spaces in the Bicycle Rooms are available for rent under terms established by the Board of Directors.
2. The Association is not liable for loss or damage to any bicycle. Bikes should be protected with strong locks and chains.
3. Bicycles must be stored in an orderly manner by hanging them by the back wheel from the ceiling hooks provided or, in the basement, in the rack provided.
4. Bicycles may only be moved via the service elevator, except when the service elevator is in use for moving, picking up recyclables, delivery of newspapers, or, if for any other reason, it is not available for general usage.
5. There is a security deposit for the bicycle room key, which can be obtained from the Building Manager.
6. Bicycles cannot be locked or chained to any building fences or railings.
7. Rollerblades shall not be worn or used in the building at any time.

#### **V. BUILDING SECURITY**

1. Do not allow a stranger to walk in behind you, or open the door for those you do not know.
2. Report any suspicious persons or activities promptly to the Building Manager or the Maintenance Staff.
3. Solicitations are prohibited by residents as well as outsiders, except for official Association business.
4. The building is equipped with a Medeco Key Security System for all common area doors. Keys are available from the Management Office. A deposit of \$25.00 is required on each key equal to the number of occupants of the unit, plus one. A \$50.00 security deposit will be required on each additional key. All keys MUST be returned to

the Management Office when a resident vacates the building. The security deposit will be refunded to the resident upon return of the keys.

5. The lobby security cameras may be viewed on **Channel 96** by all residents.

## **VI. BULLETIN BOARDS**

1. There is an Association bulletin board by the first floor garage entrance. This board is for official Association business only. Please read it for information regarding Board of Directors Meetings, Committee Meetings, Management Notices and Association sponsored activities.
2. A bulletin board is available in the laundry room for use by all residents. Date all notices you post. Notices over 30 days old or undated will be removed by Management to assure that there will be sufficient space for current notices. Notices posted by residents in lobbies, halls, elevators or other public areas will be removed, and anyone posting such notices will be fined \$100 for the first violation and \$200 for each subsequent violation, along with any cost of damage to the common elements.

## **VII. COMPLAINTS** (See also Exhibit B - Steps in the Complaint Process)

Comments and complaints related to any violation of these rules should be addressed in writing to Management. If the problem cannot be resolved by Management it should be communicated in writing to the Board. Correspondence to the Board, Board President or any Board member should be delivered to the Management Office placed in a sealed envelope with "Personal" or "Confidential" noted on it.

## **VIII. CONSTRUCTION AND REMODELING** (See Exhibit A - Construction and Remodeling Procedures)

## **IX. DELIVERIES**

1. All deliveries must be made through the service entrance, located to the west of the revolving door. The service entrance should be used by all residents and visitors with grocery carts, suitcases, strollers, bicycles or other bulky items that might damage the revolving door.
2. Residents expecting a delivery or wishing to have an individual admitted to their unit must sign an Entry Authorization Form. Keys to the units will not be released unless a written authorization is received. Forms are available in the Management Office or the Maintenance Office.
3. Residents expecting deliveries should notify delivery personnel of these requirements. Any resident using the revolving door or allowing a workman to enter or exit the building with a shopping cart, stroller, bicycle or other large materials will be subject to a \$50.00 fine for the first offense and \$100 for each subsequent offense. The resident involved will also be responsible for the cost to repair any damage done as a result.

## **X. ELEVATORS**

1. City ordinance prohibits smoking in all building elevators.
2. No drinking or eating is allowed in any elevator.
3. All persons should use the freight elevator, if available, going to and from the pool and must wear proper covering over their suits and on their feet.
4. No signs or notices are to be placed in elevators or lobby areas by anyone other than Building Management.
5. PLEASE DO NOT LITTER THE ELEVATOR. Take particular care to avoid damage to, or soil on elevator walls.
6. Deliveries of construction material, furniture, groceries and major appliances must be made via the service elevator, or if the freight elevator is not available, as directed by maintenance.
7. Any resident moving in or out of the building must make prior arrangements with the Building Manager for the use of the service elevator. These arrangements must be made in advance of your moving date and as soon as your moving details are complete. (See Moving).
8. Any items too large for the service elevator may need to be moved under the supervision of the elevator maintenance company. The cost of this service will be borne by the resident.

## **XI. EMPLOYEES OF THE ASSOCIATION**

Employees of the 555 Cornelia Condominium are under the guidance of the Building Manager and the Management Company. Any suggestions or comments regarding the attitude or work of any employee should be made directly to the management office. **NO ONE EXCEPT THE MANAGEMENT OFFICE OR PERSONS AUTHORIZED BY MANAGEMENT MAY GIVE 555 CONDOMINIUM ASSOCIATION EMPLOYEES WORK OR VERBAL ORDERS.** Raised voices, profanity or other abusive behavior toward building employees is prohibited.

## **XII. FIRE EXTINGUISHERS**

Hand operated fire extinguishers are located in the service landings. If you need to use one of these extinguishers in your unit, call the Fire Department (911) before you leave your apartment to get the extinguishers. All residents are advised to read the operating instructions on these extinguishers and to familiarize themselves with the stairway exits of the building. If you use any fire extinguisher, notify the Building Manager or the Building Engineer so that the used extinguisher can be re-charged promptly. Read the Fire Department bulletin in the appendix.

### **XIII. GARAGE**

1. Monthly parking is offered to residents at specified fees which are established by the Board of Directors. Residents interested in monthly parking should obtain the Garage License Agreement and information from the Building Manager.
2. Rates for guest parking will be established by the Board of Directors and are posted in the garage.
3. Parking spaces will be allocated to residents on a first come, first served basis. Priority rules will be established from time to time by the Board of Directors provided, however, that residents shall have priority over non-residents.
4. If one individual is the primary driver of more than one vehicle, as determined by Management in its sole discretion, he or she may rent one parking space in the garage (if available) at the then current monthly rate for annual parking contracts. Such individual may also rent spaces for his or her additional vehicles on the lower level of the garage only (if available) for a monthly rate \$25 higher than such current contract rate.
5. The Association is not responsible for articles left in vehicles, including all radios and sound equipment.
6. All vehicles shall be driven safely and cautiously in the garage and not over five (5) miles an hour, and yield right-of-way as in normal driving.
7. Parking in driveways or the loading dock is prohibited unless prior arrangements have been made with the Garage Manager. Short term parking for 30 minutes or less is permitted in the drop-off zone in front of the building. Unauthorized obstruction of driveways or the loading dock area or parking in the drop-off area in front of the building for longer than 30 minutes will subject the vehicle to being towed away at the vehicle owner's expense.
8. No vans, trucks or trailers that do not clear the sign showing maximum height are permitted in the garage at any time.
9. For the convenience of those who park on the lower level, there is a blackboard mounted on the west wall of the garage. If you intend to leave the garage other than at your usual time, please write your tag number, departure time and date on the blackboard. This will assist the night parking attendant to line up cars so that delays in leaving the garage will be held to a minimum.
10. All garage parking is subject to the terms and conditions stated in the garage lease which must be signed by everyone renting a parking space. One lease is required for each vehicle.

### **XIV. HALLWAYS AND COMMON AREAS**

1. Smoking is prohibited in any common area of the building, including stairways.

2. Fire Department regulations require that hallways must be kept clear of obstructions at all times for safety.
3. No residents or workers shall place any materials or equipment in any hallways, common area or service landing or use hallways in conjunction with any decorating or carpentry work being done within any unit.
4. Nothing may be placed on the walls, floors, doors or ceiling in the common areas and corridors. Wreaths, religious items, or similar decorations may be placed on a unit door or door post as long as it does not constitute a safety hazard, or damage the paint or the door. DOORMATS, BOOTS, ETC., ARE NOT TO BE PLACED OR LEFT IN THE HALLWAYS OR STAIRWAYS.
5. Residents are not permitted to do any decorating in hallways, stairways or other common areas of the building.
6. Each resident is responsible for damage caused to walls, carpets, mirrors, fixtures, equipment and furniture in any common area by himself or his tenants, agents, employees, delivery persons or guests.
7. Residents and guests may not eat, party, play or congregate in the common areas. Children must always be accompanied by an adult in common areas.
8. Proper attire, including footwear, must be worn in the common areas.
9. Offensive odors must be contained within units.

**Violations of this section of the rules will result in the following penalties, plus the cost of repairing any damage to the common areas:**

<b>1st violation</b>	<b>Warning letter</b>
<b>2nd violation</b>	<b>\$50.00 fine</b>
<b>3rd and subsequent violations</b>	<b>\$100.00 fine</b>

## **XV. HOSPITALITY ROOM**

1. Everyone using the hospitality room is expected to exercise care with respect to its furnishings and equipment and will be responsible for the cost of any damage.
2. The room is available for general use by residents daily unless a prior private party rental arrangement has been made.
3. The room may only be reserved for functions where no fees for admissions, attendance, food or drink are charged.
4. All arrangements for use of the room must be made through the Building Manager who will keep a calendar of reservations.

5. A rental fee and security deposit, established by the Board of Directors, will be charged for the use of the room.
6. The room may only be rented by residents of the building. The resident must be present at all time throughout the function and is responsible for the conduct of his or her guests.
7. During the summer pool season, the Hospitality Room may not be used by sunbathers and swimmers.
8. All rules in the contract in the appendix to this booklet must be observed.
9. The resident shall inspect the room with the Building Manager prior to its use. The resident shall be responsible for any damages caused by his or her guests, agents or employees. (See forms in the appendix.)
10. On completion of any function, the room must be left in good order.
11. Nothing shall be hung from or affixed to any of the walls, ceilings, fixtures, or drapes in the Hospitality Room that might damage such items.
12. No bicycles, tricycles, skates, skateboard, scooters, wagons or similar devices shall be taken into or through the room. No ball playing of any kind is permitted. No animals are allowed in the room. No furnishings or equipment are to be removed from the room.

## **XVI. INSURANCE**

Each Unit Owner must obtain and maintain private liability insurance for property damage to other units and the common areas. Each Unit Owner's policy must include coverage for (a) 100 percent of the deductible under the policy of the owner whose unit was damaged, (b) any damage not covered by other insurance, and (c) damage to decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings. If a Unit Owner fails to provide proof of insurance coverage, the Association will fine the Unit owner \$100 per month or portion thereof until proof of insurance is provided to the Management Office.

## **XVII. LAUNDRY FACILITIES**

1. Laundry facilities are located on the first floor opposite the freight elevator.
2. Laundry room hours are 6:30 a.m. to 11:30 p.m. or as otherwise posted for authorized building residents only.
3. No dye materials are permitted in the washers
4. Please report any inoperative machines on the blackboard in the laundry room.
5. Washers and dryers should be completely emptied of all laundry and lint after each use.

6. Please keep this room clean and consider your neighbors when operating the equipment.
7. Each resident may use no more than 3 washers and 2 dryers at one time.
8. Laundry shall be removed promptly from the machine when the wash or dry cycle is complete. If the user fails to remove laundry promptly upon completion of a cycle, a subsequent user, if no other machines are available, may remove the laundry at the risk of the prior user.
9. The Association is not responsible for lost or damaged items.

**XVIII. LOBBY**

No political notices, solicitations or advertising of any kind are permitted in the lobby at any time except for official Association business. No game playing, eating or drinking, or entertaining of guests is allowed in lobby areas.

**Violations of this section of the rules will result in the following penalties, plus the cost of repairing any damage to the common areas:**

<b>1st violation</b>	<b>Warning letter</b>
<b>2nd violation</b>	<b>\$50.00 fine</b>
<b>3rd and subsequent violations</b>	<b>\$100.00 fine</b>

**XIX. MAINTENANCE AND SERVICE**

1. Specific inquiries and requests for service should be directed to the Building Manager.
2. Work orders must be signed by the unit owner if the work will result in a charge for labor or parts.
3. There is no charge for the first half-hour of maintenance work performed by building personnel. Any additional time spent in a unit will be billed in 30 minute increments to that unit owner. Time charges will be at the then prevailing rate as adopted by the Board of Directors. The Building Manager will supply current rates upon request.
4. Any calls for lock-outs made during the hours of midnight - 7:00 a.m. will result in a \$20.00 charge to be paid at the time of service.
5. If parts are needed for repairs, the Building Engineer will install these parts and the owner will be billed accordingly.
6. A complete list of parts and parts prices is available in the Building Manager's office and in the Building Engineer's office.
7. Maintenance calls will be restricted to daytime hours. Evening hour emergencies should be reported to the Maintenance Department. **The emergency telephone number is 773/549-1078.**

8. Drain clean out and plumbing repairs are available through the Maintenance staff. Chemicals such as Drano or Liquid Plumber should never be placed in the pipes, as they may cause damage to the plumbing system or injury to the Maintenance staff.
9. Moving of furniture will not be performed by the building staff. Any work performed by building staff during their working hours can only be done pursuant to a written service request.

## **XX. MOVING**

1. All moving, whether in or out of the building, must be scheduled and approved by the Building Manager prior to the scheduled moving dates. Movers will not be allowed to use elevators unless such prior notice is given and cleared with the building manager. In the event that there is a multiple demand for the same time, preference shall be given in accordance with the earliest notice.
2. Each move-in or move-out will require a damage deposit of \$300.00 to be given to the Building Manager before the move. This deposit is to be in the form of MONEY ORDER, CASHIER'S CHECK OR CERTIFIED CHECK ONLY and will be returned within 10 days after the move is completed if there is no damage to common elements.
3. **Movers will be subject to the following conditions:**
  - a) All moves must be on the freight elevator, Monday through Friday, between 8:30 a.m. and 5:00 p.m. There will be no moving on Saturdays, Sundays and holidays.
  - b) Notify the Building Manager or the Maintenance Staff when use of the service elevator is completed, so it may be placed into operation.
  - c) Where extra large furniture is to be moved necessitating use of the platform on top of the elevator, all such arrangements must be made by the party requiring such service with the Elevator Company, and the cost is to be borne by the requesting party.
  - d) Any damage to common elements as a result of moving shall be the responsibility of the unit owner and the cost of repairs will be billed as an assessment against said unit.

**Violations of any rule in this section shall call for a penalty assessment of One Hundred (\$100.00) Dollars, plus the cost of any damage to the common elements.**

## **XXI. NOISE**

1. Unit owners and residents shall not make or permit any disturbing noises in the building nor do or permit anything to be done that will interfere with the rights, comforts or convenience of other unit owners or residents of the building.
2. Television sets, radios and musical instruments may be used only at such times and at such volume as not to disturb other residents. The noise level of this equipment must

not be audible outside the confines of your unit.

3. Parties within units should not be so noisy as to disturb neighbors, and the host or hostess is always responsible for the conduct of his or her guests.
4. Party activities may never be carried on in the corridors or common area of the building. Noise in the party room and common areas must not create a disturbance for surrounding units.

**Noise and music that is unreasonably disturbing to others is subject to the following actions:**

<b>1st violation</b>	<b>Warning letter</b>
<b>2nd violation</b>	<b>\$50.00 fine</b>
<b>3rd and subsequent violations</b>	<b>\$100.00 fine</b>

## **XXII. PETS**

1. No dogs are allowed on the property, even as temporary visitors. No more than two cats are allowed within a unit.
2. Other common small household pets, such as birds and tropical fish, may be kept provided they do not constitute a nuisance to others.
3. No pets are allowed in any common area except when being carried. Pets should be transported via the service elevator, if available.
4. Pet owners shall be liable for any damage done by their pet to the common areas.
5. No animals shall be raised, bred or kept in any unit for commercial purposes.
6. Failure to observe these rules may result in the Board of Directors banning your pet from the premises.

**A violation of these rules is subject to a fine of \$25.00 per day, per occurrence.**

## **XXIII. RECEIVING ROOM**

1. Receiving Room service in the garage is available for small packages and oversized mail only. This service does not include furniture delivery.
2. Receiving Room hours are as posted in the garage.
3. Although we accept delivery of all packages, this is done at the risk of the recipient. The Receiving Room and the 555 Cornelia Condominium Association will not be responsible for furs, jewelry, liquor, perishables or any other items. No certified or registered mail will be accepted at any time.

4. It is the resident's responsibility to notify delivery people of the location of the Receiving Room if the resident will not be at home to accept a delivery.
5. Any items left in the Receiving Room for more than seven (7) days after it has been delivered will result in a \$25.00 per day charge to the unit owner. Residents who know that they will be out of town for more than seven days, should notify the Building Manager.

#### **XXIV. RECYCLING**

1. ONLY NEWSPAPER should go into the blue crate provided in the service landing. Glossy paper (such as advertisements and magazines), cardboard, tissues, computer paper, printing bond paper, clothes dryer sheets, milk cartons, etc. MUST be separated and thrown down the trash chute.
2. ALL PLASTIC containers and bags that have the recycling symbol should go into the grey bins provided in the service landings. These containers must be rinsed to avoid odors and pests. Labels need not be removed.
3. ALL GLASS, METAL cans and bottle tops should be placed into the grey bins provided in the service landings. These containers must be rinsed to avoid odors and pests. If possible, crush all cans. **For the safety of the maintenance staff, place loose can tabs and lids into a recyclable plastic bag.**

**Violations of this section of the rules will result in the following penalties, plus the cost of repairing any damage to the common areas:**

<b>1st violation</b>	<b>Warning letter</b>
<b>2nd violation</b>	<b>\$50.00 fine</b>
<b>3rd and subsequent violations</b>	<b>\$100.00 fine</b>

#### **XXV. REFUSE ROOM**

1. Residents must use plastic garbage bags and secure garbage bags properly to avoid spillage when using refuse chutes.
2. NEVER THROW LIGHTED OBJECTS OR FLAMMABLE LIQUID OF ANY KIND DOWN THE CHUTE.
3. Grease and other liquids should be placed in a sealed container before being put in the garbage chute.
4. Kitty litter must be securely wrapped before being placed in the garbage chute.
5. Do not force anything into the chute, such as lumber, wallboard, curtain rods, carpeting, carpet padding, etc.
6. All boxes and all other objects too large for the chutes should be placed neatly on the floor of the service landing for pick-up by building service personnel.

7. Do not leave raw garbage or garbage bags on the floor of the service landing as this will cause bugs and roaches to appear.
8. If your move in or out generates large amounts of debris and boxes, please call the Management Office for a maintenance man to pick up these items.
9. The removal of remodeling and construction debris from the building and grounds, and the clean up of any common areas thereafter, is the responsibility of the unit owner or resident. Neither the building staff nor the scavenger company is responsible for the removal of such debris. Construction debris or carpeting must be removed to the loading dock area by the contractor and may not be put in the dumpsters. The unit owner will be held responsible for charges incurred as a result of extraordinary refuse resulting in a surcharge by the scavenger service.
10. As a courtesy to your neighbors in units adjacent to the garbage chute, please dispose of your garbage between 7:00 a.m. and 11:00 p.m.

**Violations will result in the following penalties, plus the cost of repairing any damage to the common areas:**

<b>1st violation</b>	<b>Warning letter</b>
<b>2nd violation</b>	<b>\$50.00 fine</b>
<b>3rd and subsequent violations</b>	<b>\$100.00 fine</b>

**XXVI. SELLING OR LEASING**

IT IS IMPERATIVE THAT UNIT OWNERS WHO PLAN TO LEASE OR SELL THEIR UNITS FOLLOW ALL THE SPECIFIC REQUIREMENTS SET FORTH IN PARAGRAPH 19 OF THE DECLARATION OF CONDOMINIUM OWNERSHIP OF THE 555 CORNELIA CONDOMINIUM. THE PROCEDURES MUST BE FOLLOWED BEFORE ANY LEASE OR SALE CAN BE FINALIZED.

Please remember that the Board of Directors has 30 days in which to review all applications for sale or lease, sub-lease or lease renewal and to exercise the Association’s first option to purchase or lease the unit from the transferring owner upon the same terms as those in the proposed sale or lease. This Association first option right is fully explained in paragraph 19, Sections D, E, F and G of the Condominium Declaration. You may wish to seek the advice of your attorney with respect to any proposed sale or lease.

The following is only a brief summary guide to some of the salient requirements you must adhere to when selling or leasing your unit and is not all inclusive. The Condominium Declaration is the definitive document you should follow:

1. No unit shall be leased for a term longer than two (2) years. All lease applications, sales contracts, proposed leases, sub-leases, and/or renewals must be submitted to the Management Office as soon as they are signed by the proposed lessee or buyer. All leases must be for a fixed term.

2. Forms are available through the Building Manager and the Management Agent as follows:
  - a) Notice of Intention to Sell or Lease
  - b) Application to Lease or Buy (see appendix)

**The use of the Notice of Intent and Application forms is MANDATORY if you intend to sell or lease your unit.**

3. Every proposed lease shall expressly provide that the lessee shall be bound by and subject to all the obligations of the unit owner as set out in the Condominium Declaration, By- laws and House Rules. The unit owner making such lease shall not be relieved of any of said obligations by reason of making said lease. Every lease shall also expressly provide that the Association may exercise against the lessee any and all remedies set out in Paragraph 23 of the Declaration.
4. All applications given to the Management Agent MUST be accompanied by a check payable to the 555 Cornelia Condominium Association to cover the costs of forms and processing of the application, including, but not limited to, a credit report on the prospective lessee or purchaser. Please contact the Building Manager or the Managing Agent for further details and current charges.
5. Failure to proceed in the manner required above and in the Condominium Declaration could impede any sale or lease of your unit and could cause you unnecessary inconvenience and expense. Please understand that the selling and leasing requirements are for the protection and welfare of all unit owners and will benefit all owners and residents.
6. Unit Owners who purchase a unit for a relative to reside in must submit to the Building Manager verification in writing, naming the relative(s) occupying their unit.

## **XXVII. STORAGE LOCKERS**

1. Only one locker is assigned to any unit.
2. Each unit owner or resident must supply a lock for the locker assigned to the unit.
3. The Association assumes no responsibility for any items stored in the lockers.
4. Chicago Fire department regulations prohibit storage of explosive and flammable materials in lockers. This includes but is not limited to: paint, paint thinner, aerosol cans, cleaning fluids, gasoline, excelsior and other packing materials, ammunitions and liquor.

**Violations of this section of the rules or obstruction of access to the Storage Lockers will result in the following penalties, plus the cost of repairing any damage to the common areas:**

<b>1st violation</b>	<b>Warning letter</b>
<b>2nd violation</b>	<b>\$50.00 fine</b>
<b>3rd and subsequent violations</b>	<b>\$100.00 fine</b>

## **XXVIII. SWIMMING POOL AND SUNDECK**

1. All residents and their guests may use the sundeck. Roped off areas adjacent to the pool are reserved for pool members and their guests. Swimming pool membership information will be provided in writing each spring. Membership fees will be determined by the Board of Directors.
2. Swimming is allowed only during posted hours and only when a lifeguard is on duty. The decision of the lifeguard in matters of safety and health will be final at all times. All persons swim at their own risk.
3. Lifeguards are at the pool for everyone's safety and protection. They shall not engage in any activity that will distract them from protecting swimmers and from cleaning and maintaining the pool and sundeck. No member or guest is allowed to sit at the lifeguards' station.
4. No child under the age of 12 shall be a member of the pool unless an adult (18 years or older) family member is also a member of the pool. No children under the age of 12 shall be allowed in the pool without direct supervision by an adult who is responsible for the safety of such child.
5. Any child who wishes to swim in the deep end of the pool may do so only after swimming two laps in the pool to the lifeguard's satisfaction.
6. No child will be left unattended in the wading pool. Parents or guardians of children using the pool will be held fully responsible for any and all damage occurring to the pool, sundeck, or surrounding areas.
7. Babies in diapers and small children who are not toilet trained are not allowed in the pool at any time. They are permitted to play in the wading pool if they are wearing properly fitted plastic pants over a diaper.
8. Babies' diapers should be changed in the Koala Care changing station located in the women's washroom. Please place all dirty diapers in a plastic bag in the garbage can located in the women's washroom. Please change all children's clothing while in the washroom. The pool deck and the Hospitality Room are not intended for this purpose.
9. Strollers should be transported in the service elevator unless a move is in progress.
10. Non-resident pool member families are permitted to have up to four (4) guests at the pool Monday through Friday. Each non-resident FAMILY is limited to two (2) guests on Saturdays, Sundays and Holidays.
11. All members and guests must show their membership tags each time they enter the swimming pool and sundeck area.

12. Foot covers and bathing suit coverings must be worn when leaving the pool deck. No pool member shall leave through the Hospitality Room or other common areas of the building without such coverings. Swimmers going to and from the pool should use the service elevator.
13. No persons having an infectious disease or an open wound shall be permitted in the water.
14. Pushing, running, shoving, shouting or spitting is prohibited.
15. No diving shall be allowed from the shallow end of the pool.
16. Inflatable devices are permitted in the pool only with the permission of the lifeguard on duty who has complete discretion as to what is safe and allowable.
17. Lounge and deck chairs are not to be moved from their designated areas.
18. Pool members are responsible for the conduct of their guests.
19. Twenty (20) minutes of every hour will be reserved as an adult swim period, (from the top of the hour until twenty minutes after the hour). All children under 12 years of age will be required to leave the pool when the lifeguard calls an adult swim period. Twenty minutes will be reserved for child play (from twenty minutes after the hour until twenty minutes before the hour). Anyone who is concerned with being splashed or struck with a toy should leave the pool when the lifeguard calls child play. The remaining twenty minutes will be for community swim. At least two lanes will be available for lap swimming at all times.
20. Smoking material shall be extinguished in the containers that are provided. No gum chewing is permitted in the pool area. Headphones must be used with any audio video equipment brought to the pool.
21. Eating is permitted only in the sun deck designated area. No glass or breakable crockery is permitted in the pool area or on the sundeck. All containers for food should be made of plastic or paper. Everyone is to clean up after themselves. All refuse must be placed in trash containers.
22. The Hospitality Room is not part of your pool membership and may not be used by swimmers or sunbathers.
23. Personal barbeques and other cooking materials may not be used on the sundeck.
24. The pool and sundeck cannot be reserved for private parties.
25. First aid equipment is available from the lifeguard. Report any accident or injury to the lifeguard immediately.
26. Outside pool members will be advised of their method of entry into and exit from the

building.

27. Violators of pool rules will be required to leave the sundeck and pool area at the direction of the lifeguard. The lifeguard's decisions are final. Any complaints or problems with a lifeguard's ruling should be presented to the Building Manager in writing.
28. Each pool membership shall be used by the named person only and is non-transferable or assignable.
29. The Association abides by all rules established by the City of Chicago and the State of Illinois for the operation of a public swimming pool.
30. All rules and regulations for the use of the pool and sundeck are subject to the interpretation of the Association and may be changed by the Board of Directors.
31. Failure to obey a lifeguard's instruction or violation of any of the pool rules will result in revocation of pool membership without any refund of membership fees.

#### **XXIX. TV CABLE**

1. The TV Cable system is installed in each unit. A view of the lobby is available on channel 96.
2. Tampering with the cable system may subject a resident to fines and/or claims for damage.
3. Problems with your reception should be reported to the cable television company. They base service calls on the number of complaints they get from a particular building.
4. Do not place wall coverings such as mirrors or wallpaper over the cable antenna connection. Should the Association need to access the connection and find it obstructed, cost of damage or repairs to wall coverings will be the sole responsibility of the unit owner.

**Violations of this section of the rules will result in the following penalties, plus the cost of repairing any damage to the cable system and common areas:**

<b>1st violation</b>	<b>Warning letter</b>
<b>2nd violation</b>	<b>\$50.00 fine</b>
<b>3rd and subsequent violations</b>	<b>\$100.00 fine</b>

**All of the above warnings and fines shall apply per occurrence, per day.**

#### **XXX. VIOLATION OF CRIMINAL LAWS**

It shall be a violation of these House Rules for a resident or owner, or his or her social guests and/or business invitees, excluding delivery personnel over whom the resident has no control, to engage in conduct which constitutes a violation of any criminal law, but only 1) where such violation occurs on the common elements or limited common elements, and

2) any person lawfully on the premises, any property lawfully on the premises, or the common elements, is harmed or damaged by such a violation. Conviction of such a violation in a court of law shall be sufficient proof that such a violation occurred, but a conviction in a court of law is not necessary to establish such a violation. The owner or resident shall be responsible for the acts of his or her social guests and business invitees, excluding delivery personnel over whom the resident or owner has no control. This rule shall not apply to any acts or omissions among consenting adults within the limited common elements, or any other act for which a person who is lawfully on the premises is harmed, or property damaged, or otherwise directly affected, but does not complain to the Board. For the following types of crimes, as defined by Illinois statutes, the following fines and remedies shall apply: (a) Felony - Fine of \$1,000 plus the initiation of procedures as defined in the Illinois Condominium Property Act for the eviction of the offending owner; and (b) Misdemeanor or petty offenses - Fine of \$500 per occurrence.

### **XXXI. WATER BEDS, etc.**

Residents shall not install or place in the premises any item of "water furniture" unless they first present proof of water furniture insurance to the Building Manager. Water furniture is defined as any bed, mattress, chair, sofa or other item of furniture that contains any substance in a liquid state as part of its elements.

### **XXXII. WINDOW TRIMMING**

In order to preserve reasonable uniformity and not detract from the exterior appearance of the building, residents should select window trimmings in neutral colors. Reflective window coatings and shades will not be permitted. If you have any questions regarding colors that may be prohibited, please contact the Building Manager before you order or install any window treatment. Failure to follow this procedure could cause you unnecessary inconvenience and expense.

### **XXXIII. VIOLATION OF HOUSE RULES**

**Unless otherwise specified above, the initial fine for a violation of these House Rules, or applicable By-Laws, shall be \$50.00, \$100.00 for the second violation, and \$200.00 for the third and all subsequent violations plus the costs of any damage to common elements or other units. Any violation which has occurred more than one year after the previous violation shall be considered an initial violation, for all Rules and By-Laws. Each subsequent violation of rules within a section within such one year period shall be subject to the enhanced penalties within such section. Unit owners are responsible for the actions of their tenants, guests, agents, employees and delivery people and fines and charges incurred by any person as described in this article will be the responsibility of the unit owner.**

**Fines may be imposed after a Complaint by a resident or employee as described in Exhibit B attached. Determinations of violations made by Management may in all cases result in the delivery of a warning letter or imposition of a fine without further proceedings. However, subsequent to the imposition of a fine by Management, if the fined resident requests in writing a hearing on the alleged violation, the imposition of such a fine by management shall be suspended pending an adverse finding at a hearing to be held as provided for in Exhibit B attached.**

## **TABLE OF EXHIBITS AND APPENDICES**

### **EXHIBITS**

Exhibit A - Construction and Remodeling Procedures

Exhibit B - Steps in Complaint Process

### **APPENDICES**

- I. Building Evacuation Plan.
- II. Fire Department Bulletin.
- III. Hospitality Room Agreement.
- IV. Hospitality Room Inspection Report.
- V. Notice of Intent to Lease.
- VI. Lease Application.
- VII. Notice of Intent to Sell.
- VIII. Application for Condominium Membership.

## Exhibit B

### STEPS IN THE COMPLAINT PROCESS

When a resident or an employee of 555 Cornelia has a complaint that may be a violation of these rules and personal attempts at a resolution cannot resolve the situation, the following steps are to be followed:

1. The resident or employee contacts Management for an explanation of the process of filing a complaint against another resident.
2. Management will explain the complaint process to the resident or employee (Complainant). Management will also talk with the parties involved to determine if the Complaint can be resolved in a less formal manner.
3. If the Complainant submits a signed letter to Management complaining of a violation, several actions will be taken:
  - A. Management will investigate and obtain available evidence regarding the complaint. If the evidence contradicts the specifics of the Complaint, Management will contact the Complainant to discuss the findings. At this point the Complainant may withdraw the Complaint.
  - B. If the results of the investigation support the Complainant, Management will schedule a hearing within ten (10) days which will then be held within 30 days, and notify all parties of the time and place of the hearing.
  - C. Management will determine if the Association's legal counsel should be present at the hearing and if so, make appropriate arrangements
  - D. The Board will hear the presentations of the Complainant and the Respondent. When Board members are satisfied that all reasonable positions have been heard, they will deliberate and agree on a decision as to the validity of the Complaint. Management will notify Complainant and Respondent of the decision.