

**CARL SANDBURG VILLAGE CONDOMINIUM ASSOCIATION NO. 7**  
**also known as JAMES/KILMER CONDOMINIUM ASSOCIATION**

**RULES AND PROCEDURES**

**Introduction**

These Rules provide a practical framework for everyday living that will help to ensure mutual respect, comfortable surroundings and security for all Owners and Residents of Carl Sandburg Village Condominium Association No. 7, which is also known as James/Kilmer Condominium Association ("J/K Association"). Everyone should take a personal interest in the general well-being of our community in order to maintain its reputation as a fine place in which to live and to enhance the value of our units. This information also ensures better understanding and cooperation among all Owners, Residents and Management Staff.

The Rules supplement the requirements of the J/K Association's Declaration of Condominium Ownership, the Illinois Condominium Property Act, and other applicable laws and ordinances, all of which are incorporated by this reference in these Rules. The J/K Association's Declaration of Condominium Ownership is available on the J/K website: [www.jameskilmercondo.org](http://www.jameskilmercondo.org).

**Compliance with Rules**

All Owners and Residents are legally obligated to observe all of the provisions of the Declaration as well as these Rules. These Rules also apply to the conduct of any person on the property at the invitation or by permission of any Owner or Resident. Owners are also responsible for the conduct of others living in the unit and their guests, and if the unit is leased, their lessees, members of the lessees' families living in the unit, and the lessees' guests.

If, due to the actions or neglect of a unit Owner, a member of his or her family, guest, agent, employee, tenant or other authorized unit occupant or visitor of such unit Owner, damage is caused to any portion of the common elements, limited common elements or any other unit, the repair of such damage will be billed to the unit Owner.

Violations of any of these Rules may result in a fine or other sanction.

**Management**

All matters concerning your unit or the James House and Kilmer House buildings should be directed to the J/K Management Office in person, by phone, or by email to [JKAdmin@communityspecialists.net](mailto:JKAdmin@communityspecialists.net), or should be placed in the suggestion box located just outside the Management Office.

The J/K Management Office is located on the first floor near the service elevators of the James House building. Office hours are Monday through Friday, 9:00 AM to 6:00 PM, and the telephone number is (312) 654-1560.

## Table of Contents

ADVERTISEMENTS / SOLICITATIONS / EMAIL NOTICES (Also see Door Drops).....	1
ASSESSMENTS AND COLLECTIONS.....	1
BALCONIES / PATIOS (Also see Common Elements and Limited Common Elements).....	2
BICYCLES.....	3
BOARD ELECTIONS (Also see Board Meetings) .....	4
BOARD MEETINGS (Also see Board Elections) .....	5
BULLETIN BOARDS AND NOTICE FRAMES (Also see Advertisements/Solicitations/Email Notices).....	5
BUSINESS ACTIVITIES (See Declaration Articles 7.01(k) and 7.01(m)) .....	6
CABLE AND INTERNET .....	6
CARTS .....	6
CHRISTMAS TREES.....	6
CHUTE ROOMS / TRASH DISPOSAL / RECYCLING .....	7
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.....	8
CONSTRUCTION / REMODELING .....	10
DECORATIONS ON UNIT DOORS AND BALCONIES (Also see Balconies/Patios, Christmas Trees, and Common Elements and Limited Common Elements) .....	12
DELIVERIES / RECEIVING ROOM (Also see Moving and Major Deliveries).....	12
DIRECTORY / TELEPHONE PROCEDURES .....	13
DOOR DROPS (Also see Advertising/Solicitations/Email Notices and Board Meetings).....	14
DOOR STAFF (Also see Safety and Security) .....	14
ELEVATORS (Also see Moving and Major Deliveries) .....	15
ENFORCEMENT OF RULES/REGULATIONS.....	16

ENTRY INTO UNITS.....	16
FEE SCHEDULE .....	17
FINE SCHEDULE (Also see Addendum A and Enforcement of Rules).....	17
FIRE EMERGENCY PROCEDURES.....	17
FITNESS ROOM .....	20
GARAGE AND DRIVEWAY PARKING.....	21
GUESTS (Also see Door Staff, Hospitality Rooms, and Garage and Driveway Parking).....	22
HEAT AND AIR CONDITIONING / CONVECTOR UNITS (HVAC).....	23
HOSPITALITY ROOMS.....	24
INSURANCE .....	26
LAUNDRY ROOMS.....	27
LEASING / RENTAL OF UNITS.....	28
LOCKS, KEYS, FOBS AND LOCK-OUTS .....	30
MAINTENANCE, SERVICE AND REPAIR REQUESTS.....	30
MOVING AND MAJOR DELIVERIES .....	31
NOISE / NUISANCES.....	32
PEST CONTROL.....	33
PETS .....	34
RECEIVING ROOM (Also see Deliveries/Receiving Room) .....	37
RECYCLING (Also see Chute Rooms/Trash Disposal/Recycling).....	37
RENTAL POLICY (Also see Leasing/Rental of Units).....	37
SAFETY AND SECURITY.....	37
SALE OF UNIT.....	37
SMOKING (Also see Noise/Nuisances).....	38
STORAGE LOCKERS .....	39

SUN DECK (Also see Hospitality Rooms) .....40

TRASH DISPOSAL (Also see Chute Rooms/Trash Disposal/Recycling).....41

UTILITIES .....41

VACATION AND EXTENDED ABSENCE PROCEDURES.....41

WATER FURNITURE .....41

WINDOWS.....42

ADDENDUM A – FINE SCHEDULE (effective July 1, 2018).....43

ADDENDUM B – HVAC DIAGRAM .....44

## **ADVERTISEMENTS / SOLICITATIONS / EMAIL NOTICES (A/so see Door Drops)**

### **Not Permitted**

- Distribution by Residents or vendors of flyers, circulars, or mailers in hallways, mailboxes, under unit doors, or elsewhere in the common elements for any reason.
- Displaying an advertisement, sign, solicitation, peddling, or notice relating to any business of any Resident on the J/K premises.
- Participation in any door-to-door solicitation by Residents or vendors.

Management has the right to restrict/prohibit vendors from entering the buildings. This rule is designed to protect people's privacy and to honor the fact that James House and Kilmer House are residential buildings. Management may occasionally distribute notices or other informational materials under unit doors or by posting items in frames near the mailboxes, elevators, or the back door. They may also be posted on the J/K website as well as through e-blasts to those who have signed up to receive them.

## **ASSESSMENTS AND COLLECTIONS**

In order to keep our community functioning the way it should, assessments must be paid on time. The Association maintains a strict policy to enforce collection of assessments and unit Owner charges. It is the responsibility of every unit Owner to make sure all of the steps below are followed.

Assessment payments are due and payable on the first day of every month and must be paid by auto debit, credit card, or check. You may, of course, pay your assessments in advance. You may also set up automatic payments through the Community Specialists website. Contact the Management Office for details. Failure to make full payment of all amounts due the J/K Association by the tenth calendar day of the month – or the first business day after the tenth if the tenth is a Saturday, Sunday or legal holiday– will result in a late charge. Late charges will continue to be assessed each month until the account is current. The amount of the late charge is included in the current Fee Schedule that is available on the J/K website or in the Management Office.

The Board may take any legal action it deems necessary, including eviction proceedings, in order to collect delinquent assessments. Assessments delinquent over 60 days will be sent to the Association attorney, and all available legal remedies will be pursued. All expenses incurred in connection with the collection of delinquent charges, such as court costs, attorney's fees, and damages suffered by the Association, shall be charged to and payable by the Owner.

## **BALCONIES / PATIOS (Also see Common Elements and Limited Common Elements)**

The balconies/patios are limited common elements reserved for use exclusively by the adjoining unit and its occupants. In order to make certain we enjoy these amenities without inconveniencing others, we allow the following:

- Outdoor furniture such as tables/chairs as long as they are secured against storms/high winds.
- Removable planters/flower pots as long as they are secured against storms/high winds.
- Decorations or strings of lights on balcony railings **only from November 15 through January 15** This is to maintain the buildings' uniform appearance.
- The installation of outdoor electrical outlets, which must be approved first by the Management Office.

THE BOARD, MANAGEMENT, AND ASSOCIATION ARE NOT RESPONSIBLE FOR ANY THEFT, LOSS, OR DAMAGE TO ANY ITEM THAT IS LEFT OR STORED ON A BALCONY OR PATIO, WHETHER OR NOT DUE TO NEGLIGENCE; NOR ARE THE BOARD, MANAGEMENT OR ASSOCIATION RESPONSIBLE FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY AN OBJECT FALLING FROM A BALCONY.

### **Not Permitted**

- BBQ smokers.
- Grills without secured lids/covers.
- Decorations, including decorative lights, except between November 15 and January 15.
- Twinkling or blinking lights.
- Damaging, including drilling, in or on any balcony/patio surface.
- Altering or enclosing balconies.
- Attaching awnings or other projections to outside walls of the building.
- Attaching blinds, shades, or storm doors to the outside perimeter of your unit.
- Storing goods/bicycles on balconies.
- Hanging or draping clothes, laundry, towels, sheets, planters, plant holders, flags or banners over balcony railing.
- Placing any item outside balcony railing.
- Hanging banners and signs anywhere on balconies/patios.
- Using clothes lines or drying racks on balconies/patios.
- Affixing planters/pots to walls or "ceiling" of balcony.
- Putting unsecured glass table tops or other heavy items made of glass on balconies.
- Shaking rugs or mops over balcony.
- Allowing pets to relieve themselves on balconies/patios.
- Placing signs or decorations on outside walls, windows or sliding doors.

- Installing permanent floor coverings of any kind on balconies/patios; e.g., outdoor carpeting, artificial turf, wooden decking material, rubber mats, or any other material.  
*\*Exception: Decks and ramps approved by Management for handicap access. Medical documentation must be provided.*
- Using harsh or abrasive cleaning products or chemicals to melt ice on balcony surfaces.
- Tossing anything, including smoking materials or ashes, over balcony.
- Fireworks of any kind.
- Debris left on balconies/patios.
- Allowing water used for such things as plants or washing balcony furnishings to flow over the edge of the balcony.
- Noise, playing of loud music, using TVs, audio equipment, or playing musical instruments at a volume that could disturb neighbors.

**Kilmer House West Patios** – the rules above apply.

Note: Units on the first floor on the west side of Kilmer House have use of patios that are built over the garage. The concrete patio floors are part of the Sandburg Village “North Mall,” and as such come under the jurisdiction of the Homeowners Association. Any plans to alter the patio area or to cover the concrete in any way must be submitted in writing to the HOA Management Office for approval.

**Kilmer House East Patios** – the rules above apply.

Note: Portable outdoor heaters over 4 feet tall are allowed on the open air, uncovered patio areas.

## **BICYCLES**

There are 3 designated bicycle rooms, each located off the first level of the garage, where Residents can store their bikes for a fee. You may also keep your bike in your unit or in your unit’s assigned storage locker. In addition, short-term bike parking is available in the bike racks located between the James House and Kilmer House buildings near the pool entrance.

In order to obtain space in the bicycle rooms, you must register your bike. When the bicycle rooms are full, names will be put on a waiting list.

### **Bicycle Registration**

- Management conducts bike registration annually.
- Annual fees are set by the Board and are to be paid in the Management Office upon registration.
- You will receive key fob access to the bicycle room and receive a sticker which must be displayed on your bike.

### **Not Permitted**

- Storing bikes on balconies or in hallways, lobbies or the aisles of storage locker rooms.
- Chaining or attaching bikes to any stationary object on J/K property, with the exception of the outside designated bike racks mentioned above.
- Using the bike racks to permanently park or store your bike.
- Bringing bikes onto passenger elevators or into the lobby. They must be brought in through the service entrances and the service elevators.

THE BOARD, MANAGEMENT, AND ASSOCIATION ARE NOT RESPONSIBLE FOR ANY THEFT, LOSS, OR DAMAGE TO BICYCLES STORED OR LOCATED ON JAMES/KILMER ASSOCIATION PROPERTY, WHETHER OR NOT DUE TO NEGLIGENCE.

ANY BICYCLE STORED ON OR ATTACHED TO ASSOCIATION PROPERTY IN VIOLATION OF THE RULES WILL BE REMOVED AT THE OWNER'S EXPENSE, INCLUDING THE EXPENSE FOR CUTTING CHAINS AND LOCKS.

### **BOARD ELECTIONS (A/so see Board Meetings)**

All voting for the Board of Directors is by direct vote with a secret ballot. No voting by proxy is allowed.

#### **Voting**

- Each Owner must vote, sign, and submit their own ballot.
- Tenants or other unit occupants may not sign for the Owner. Any ballot not signed by the Owner shall be deemed invalid.
- Non-resident or traveling Owners may submit their ballots by mail, email, overnight delivery service, or fax to the Management Office by 6:00 PM the day of the election.
- Each ballot will contain a tear-off section to be signed by the Owner. This section will be torn off by the auditor to preserve ballot secrecy. Ballots submitted without this tear-off section shall be deemed invalid.
- Election campaign material may not be door-dropped. (See Advertisements/Solicitations/Email Notices.) Any violation of this provision shall be reported to the Management Office.

#### **Candidates**

- Candidates for the Board of Directors and/or their representatives may not solicit for non-voted ballots, signed or unsigned, either door to door, by email or in any other fashion.



## **BOARD MEETINGS (Also see Board Elections)**

The Board of Directors sets policy, plans finances and facilities, and oversees the business of the Association. The Board is composed of nine unpaid volunteer unit Owners. Directors' terms are two years, and approximately half of the Director positions are up for election each year. After the annual election, the Directors elect 4 Board officers from the 9 current Directors. The Board forms committees and task forces for various projects and purposes; these groups may include other unit Owners and Residents in addition to Directors.

Board meetings and committee meetings are open to all unit Owners. Notices of meeting dates, times, and places are posted on bulletin boards in various locations in the buildings. Minutes of the Board of Directors meetings are available to unit Owners at [www.jameskilmercondo.org](http://www.jameskilmercondo.org) or from the Management Office.

Only unit Owners may attend Association/Board meetings, including the Annual Meeting of Unit Owners.

### **Meeting Schedule**

- The annual meeting schedule will be established and communicated to unit Owners each January. This schedule can also be found on the J/K website.
- Regular Board meetings are generally held on the 4<sup>th</sup> Tuesday of the month with the exception of the November and December meetings.
- The meeting times, dates, and locations will be posted in the appropriate posting sites in both buildings and also emailed not less than 48 hours prior to each meeting to unit Owners who have given emailing permission.

### **Annual Meeting of Unit Owners**

- The Annual Meeting of Unit Owners and Election will be held on or around the second Tuesday in November.
- In order to proceed with the Annual Meeting, a quorum of 20% of Ownership must be present, either in person or by ballot completed and signed in advance by the unit Owner.

## **BULLETIN BOARDS AND NOTICE FRAMES (See Advertisements, Solicitations/Email Notices)**

The Management Office is solely responsible for posting and removing notices on the bulletin boards and notice frames.

Residents may have their notices posted on the Bulletin Boards in laundry rooms. Your notice must be approved by Management in advance. Notices cannot be on a form larger than 3" x 5".

**Not Permitted**

- Using Bulletin Boards near mailboxes or elevators: These are solely for information from the Management Office and the Board.
- Posting or placing signs, notices, flyers, etc., in the elevators, lobbies, corridors, or any other common element.

**BUSINESS ACTIVITIES** (See Declaration Articles 7.01(k) and 7.01(m))

**CABLE AND INTERNET**

Basic cable TV and Internet costs are billed to each unit as a separate line item on each assessment statement.

Premium services such as HBO/Showtime, etc., are billed directly to the Resident by the cable provider.

**CARTS**

As a convenience, the Association provides various-sized carts to assist Residents in transporting packages to and from their units. Carts can be found in the garage, outside the James House Receiving Room or on the west side of the James House lobby. In order to make sure the carts are always available, please adhere to the following:

**Not Permitted**

- Keeping carts longer than 30 minutes.
- Leaving carts unattended in the hallway or elevator.
- Moving carts beyond the immediate property perimeters.
- Transporting carts on passenger elevators.
- Allowing a non-resident such as a contractor to use J/K carts.

**CHRISTMAS TREES**

Live Christmas trees are permitted; however, live trees must be watered and kept away from heating units to avoid the risk of fire. Trees must be brought in only through the rear service area and via the freight elevators.

When you're ready to dispose of a tree, call the Management Office to arrange for removal. There is no charge for this service.

#### **Not Permitted**

- Transporting trees through the front lobby or passenger elevators.
- Displaying lit or decorated trees on balconies other than between November 15 and January 15.
- Forcing Christmas trees down the chute or leaving them in the trash chute room.

### **CHUTE ROOMS / TRASH DISPOSAL / RECYCLING**

There are two trash chutes on each floor of James House, and one trash chute on each floor of Kilmer House. In general, throwaway items that fit easily into the opening of the chute should be deposited down the trash chute in accordance with the stipulations below.

Because items dropping down the chutes can be extremely noisy, the use of chutes is limited to the following hours: weekdays between 7:30 AM and 10:00 PM, weekends and holidays between 9:00 AM and 10:00 PM.

Residents are expected to keep the chute rooms neat as a courtesy to their neighbors. Spilled or dropped materials must be cleaned up immediately by the Resident responsible. Bags must be pushed down into the chute and the chute door closed completely.

Residents are responsible for ensuring that domestic help and contractors working in their unit comply with rules for trash disposal.

All Residents are strongly urged to participate in the Recycling Program (see below).

#### **Not Permitted**

- Leaving trash in hallways or stairwells.
- Leaving blue recycle bags on the floor of the chute room. They must be placed in the recycle bins.
- Forcing down large cartons, plants, and other items that might block the chute. Leave them neatly on the floor in the trash chute room for Maintenance Staff.
- Trash and garbage that is not securely wrapped in plastic and tied shut.
- Using the chute room for any purpose other than trash disposal: e.g., shaking out rugs, cleaning, or painting.
- Forcing Christmas trees down the chute or leaving them in the trash chute room. When you're ready to dispose of a tree, call the Management Office to arrange for removal at no charge.

- Leaving large items such as old furniture, carpeting, mattresses and box springs, etc., or debris created by decorating/construction in the chute room. Permission to leave these objects behind James House must be granted by Management. There is a charge for this service.

**If either a Resident or a contractor leaves such items in the trash chute room, costs to have them removed will be charged back to the unit Owner.**

### **Special Disposal**

- Ashtray contents must be totally extinguished, allowed to cool, and wetted down before being wrapped and deposited down the chute.
- Cans or bottles that contain any amount or residue of flammable liquids such as paint, turpentine, benzene, kerosene, or gasoline should not be left in the trash chute room or put down the chute. They must be given directly to Maintenance for safe disposal.
- Pet waste and/or kitty litter must be double-bagged in plastic and tied securely before being thrown down the chute. (See Pets)
- Drywall or other construction materials must not be thrown down the chute or left on the floor of the chute rooms.

### **Recycling Program – All Residents are encouraged to participate**

- Complimentary blue recycle bags are available in the basement by the James House recycle bins, in the James House Laundry Room, and at the back door of Kilmer House.
- Recycle bins are located near the back entrance of James House, in the basement outside the service elevators, and in the James House Laundry Room. Kilmer House recycle bins are located in the garage next to the garage office.
- A container for electronics such as TVs and computers is located in the garage.
- Batteries may be disposed of in the James House basement across from the recycle bins or in the J/K garage. To prevent sparks which might cause a fire, batteries should be placed in a plastic bag. If not placed in a plastic bag, both ends of batteries must be covered with tape.
- Check the J/K website for specific items which may be recycled.
- Signs showing which items may be recycled are located near the recycle bins.

## **COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

We are each responsible for protecting the elements and areas that we all use or that affect us. Respecting the property is part of respecting our community and elevating the experience of living at J/K.

**Definition of Common Elements:** All areas of the property with the exception of the individual units, including, but not limited to, lobbies, elevators, stairwells, hallways,

laundry rooms, corridors, hospitality rooms, sun deck, storage locker rooms, bike rooms, garage, driveways, etc.

THE BOARD, MANAGEMENT AND THE ASSOCIATION ARE NOT RESPONSIBLE FOR THEFT, LOSS OF OR DAMAGE TO ANY ITEM OF PERSONAL PROPERTY PLACED OR STORED IN THE COMMON AREAS.

### **Not Permitted**

- Pursuant to City of Chicago Fire Department regulations: Residents shall not place personal property, including but not limited to, boots, doormats, shoes, bicycles, strollers, umbrellas, etc., in hallways or stairwells. Items are subject to removal without notice or recourse. (See Fire Emergency Procedures)
- Leaving baby carriages, strollers, shopping carts, or bicycles in hallways, front lobby, etc.
- Using passenger elevators for bicycles and carts.
- Smoking: In accordance with the Chicago Clean Indoor Air Ordinance (Chapter 7-32-010), smoking is not permitted in any common areas or within 15 feet of any building entrance or exit door. (See Smoking)
- Eating, drinking or loitering in common areas, i.e., hallways, elevators, lobbies.
- Walking barefoot and without swim cover-ups/shirts through the common areas. This includes to and from the pool.
- Construction work in hallways, stairwells, and balconies; this includes cutting of materials, painting of any object, or other such activity. (See Construction/Remodeling)
- Children playing or loitering in common areas: Young children must always be accompanied by an adult in the common areas.
- Entering any of the buildings' Maintenance, Mechanical and/or Equipment rooms
- Pets: Not allowed in lobbies, Penthouse rooms, sun deck, laundry rooms and passenger elevators unless Management has given prior written permission. When transporting pets outside through the hallways, only use freight elevators, stairwells and rear entrances. Pets must always be hand-carried or leashed and under the handler's control when taken through common areas. (See Pets)

**Definition of Limited Common Elements:** A portion of the common elements reserved for the use of a certain unit or units to the exclusion of other units. The limited common elements include, but are not limited to: balconies, entry doors, unit door thresholds, and plumbing, mechanical and electrical elements that serve only your unit.

You may not modify a limited common element without Management approval. (Also see Fire Emergency Procedures)

**Unit Doors:** Every unit entry door must have a properly functioning self-closing mechanism: This is required by the City of Chicago Fire Code.

**For security purposes, please remember to lock your unit doors.**

**Not Permitted**

- Hanging decorations of any kind on the outside of your unit entry door, except for November 15 through January 15.
- Blocking the air flow in the spaces above or below the door; doing so disrupts building ventilation.
- Painting the outside of your door or hallway surface or the door threshold.
- Putting nails, tacks, screws or fasteners on the outside of your door.
- Changing hardware, door handles, color or design. This insures that our corridors will be uniform in appearance.
- Propping your unit door open for extended periods of time.

**CONSTRUCTION / REMODELING**

In order to keep our buildings safe and at optimum performance for everyone, there are very strict regulations that must be followed when you are altering your unit.

**Prior to the start of any remodeling, the unit Owner MUST obtain a copy of the J/K Construction Remodeling Handbook from the Management Office and pay all required fees.**

The J/K Construction Remodeling Handbook contains the rules and standards governing the Board approval process of construction, common alterations, and restrictions on certain elements and permanently installed appliances, devices and fixtures.

**FAILURE TO FOLLOW THE APPROVAL PROCESS AND/OR THE CONSTRUCTION REQUIREMENTS DESCRIBED IN THE J/K CONSTRUCTION REMODELING HANDBOOK MAY RESULT IN A FINE AND/OR A REQUIREMENT THAT THE WORK BE REDONE TO ASSOCIATION SPECIFICATIONS AT THE OWNER'S EXPENSE.**

**Not Permitted**

- Construction work done outside of designated hours: Weekdays from 9:00 AM to 5:00 PM and Saturdays between 10:00 AM and 4:00 PM.
- Construction work on Sundays and major national holidays, which can vary from year to year.
- Construction work without prior approval.
- Construction work that does not follow the guidelines set forth in the J/K Construction Remodeling Handbook.
- Hammering or drilling anything into the interior or exterior window frames or metal panels.

### **Approval Required**

Unit Owners must secure Management approval prior to making any alterations or replacing any items that could affect building systems in the following categories:

- Walls (moving and removing)
- Electrical circuitry (fuse and circuit breaker boxes)
- Plumbing and plumbing fixtures
- Conduit, heating and ventilation systems
- Entrance to unit
- Floor coverings (including carpeting): If carpeting is the sole change, no remodeling fee will be charged.
- TV cable system
- Telephone system

**Note:** Changing or adding items that are essentially decorative in nature within your unit – e.g., paint, wallpaper, hardware, trim and moldings and window treatments – requires no prior approval.

### **Responsibilities**

- The unit Owner bears ultimate responsibility for making sure that all work is done properly and the approval process is followed.
- The Board/Management shall not be responsible for the Owner's or his/her contractor's failure to follow the plans provided to Management and/or the Owner's/contractor's failure to properly install items (e.g., wood flooring, plumbing etc.).
- The building engineer will inspect the ongoing work from time to time, but the building engineer will not be present during the entirety of the project.

### **Hard Surface Flooring**

Prior Board approval is required for all new and replacement hard surface flooring, including but not limited to stone, wood, engineered flooring, ceramic tile, and vinyl flooring. In order to minimize sound transmission between units, no hard surface flooring – including but not limited to stone, wood, engineered flooring, ceramic tile, and vinyl flooring – may be installed in any living room, dining room, bedroom or hallway of any unit unless such flooring is installed over an underlayment that causes the completed floor assembly to yield an impact insulation class rating of not less than 70 AIIC when field-tested in the unit in accordance with American Society for Testing Materials – ASTM – Designation E-1007, "Field Measurement of Tapping Machine Impact Sound Transmission Through Floor-Ceiling Assemblies" with classification in accordance with ASTM Designation E-989, "Standard Classification for Determination of Impact Insulation Class (IIC)."

After new hard surface flooring is installed, other unit Owners may notice an increase in transferred sounds. If this increase in sound is unusually loud/bothersome, notify the Management Office. At the complaining Owner's request, Management will engage a licensed acoustical engineer to conduct acoustical testing to determine whether the

flooring complies with these Rules. The cost for this will be at least \$2,500, as of 2018, or the prevailing market price at the time. If the testing determines that the flooring complies with these Rules, the unit Owner who requested the testing will be liable for the cost of testing. If the testing determines that the flooring does not comply with these Rules, the Owner of the unit with the hard surface flooring is liable for the cost of the testing as well as being responsible for reinstalling the flooring so that it meets the Association's standards.

### **DECORATIONS ON UNIT DOORS AND BALCONIES (See Balconies/Patios, Christmas Trees, and Common Elements and Limited Common Elements)**

#### **Not Permitted**

- Decorations hung on or affixed to the outside of the unit door. \*Exception: religiously mandated objects. These objects must not be affixed with nails or screws.
- Any decorative lights strung on your balcony except between November 15 and January 15.
- Attaching or hanging signs, decals, electric lights, or illuminating devices from windows where they would be visible from the outside, with the exception of lights from November 15 through January 15.
- Inappropriate window treatments.

THE J/K BOARD RESERVES THE RIGHT TO FORBID ANY WINDOW COVERINGS SUCH AS DRAPERIES, CURTAINS, SHADES AND BLINDS THAT, IN COLOR OR DESIGN, ATTRACT UNDUE OR INAPPROPRIATE ATTENTION FROM THE STREET (REFER TO SECTION 4.06 OF THE DECLARATION).

### **DELIVERIES / RECEIVING ROOM (See Moving and Major Deliveries)**

The Receiving Room for both James House and Kilmer House is located near the rear entrance of James House. Hours are Monday through Friday from 7:00 AM to 7:00 PM.; Saturday from 9:00 AM to 1:00 PM.

Owners and Residents are prohibited from directing J/K Receiving Room Staff with regard to their duties as employees of the Association. Owners and Residents are prohibited from actively involving themselves or otherwise interfering in the day-to-day operations of the Association.

Management reserves the right to restrict or prohibit any vendor from entering the building beyond the outer lobby who has violated any provision within this Rules and Regulations Guidebook.



Packages may be delivered directly to your unit providing written permission to do so has been given to Management. If you are not at home, deliveries may be placed inside your unit, but not in the hallway.

Restaurant food may be carried through the lobby and delivered via the passenger elevators. All such deliveries must be announced by Door Staff. You must give permission to the door person on duty for the delivery to be made.

NEITHER THE BOARD, NOR THE ASSOCIATION, NOR ANY EMPLOYEES ARE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO ANY DELIVERED MERCHANDISE.

#### **Permission to Enter Procedure (See Locks, Keys, Fobs, and Lock-outs)**

- If you want delivery people, contractors or domestic help to have access to your unit, you must fill out an authorization form, in advance, and leave it at the Management Office.
- The Receiving Room will release your key to the authorized person, who must present a valid photo ID, e.g., driver's license, before obtaining the key.
- You may leave an extra set of keys in the Receiving Room with written authorization on the day of access.

#### **Not Permitted**

- Packages left for you in the hallway.
- Packages held for you beyond 15 days from delivery, unless prior arrangements have been made.)
- Asking the Receiving Room to handle furniture or other large items for you.  
**Note:** You must arrange to have large items delivered through the service elevators and reserve those elevators through the Management Office. Large items must be received by someone in your unit.
- Bringing large items, such as furniture, through the lobby at any time.
- Using passenger elevators for deliveries, except for restaurant food deliveries.
- Tradespeople carrying construction materials.
- Not signing for packages that you pick up.

### **DIRECTORY / TELEPHONE PROCEDURES**

The Association's computerized directory system is located at the back door of James House, the front and back doors of Kilmer House, and in the garage for both buildings. It operates through your land line or cell phone.

#### **When visitors call you from the directory**

- Confirm the visitor's identity.
  - Never admit anyone whom you do not know or are not expecting.

- View the person calling you on the master cable TV system: channel 195 for Kilmer House and 196 for James House.
- To release the door lock, dial/press number “5” on your phone for James House; “6” for Kilmer House.
- If the visitor is someone you recognize and who is welcome, state your apartment number, since apartment numbers are not posted.
- Instruct your visitor not to hang up until after the door lock is released.
- If you’re on the phone when a visitor calls, they will receive a busy signal unless you have Call Waiting.
- Directory time limit: All conversations must be limited to less than one minute.

### **DOOR DROPS (See Advertising/Solicitations/Email Notices and Board Meetings)**

No one, other than the Management of our buildings, can drop flyers, notices, and/or other printed materials under or in front of unit entry doors for any reason.

### **DOOR STAFF (See Safety and Security)**

Currently, Door Staff are on duty 24 hours a day, 7 days a week in the James House building. Currently, Door Staff are on duty from 4:00 PM to 12:00 midnight 7 evenings a week and 12:00 midnight to 8:00 AM Saturday and Sunday in the Kilmer House building.

Owners and Residents are prohibited from directing J/K Door Staff with regard to their duties as employees of the Association. Owners and Residents are prohibited from actively involving themselves or otherwise interfering in the day-to-day operations of the Association.

### **Responsibilities**

- Door Staff are not permitted to open the door for you if they do not recognize you, or if you have not produced your key fob.
- If you are asked to produce your key fob, do so, even if you think the person on door duty should know you.
- The Door Staff may assist Residents with parcels, luggage, etc., if that assistance does not require their leaving the door station in the lobby.
- Upon request, Door Staff will turn on the cab light for Residents or guests.
- All visitors entering through the lobby must be announced by the Door Staff and receive the Resident’s approval before allowing visitors into the buildings.
- The Door Staff is not responsible for holding envelopes, packages, keys or other items at the front desk.

NEITHER THE BOARD, NOR THE ASSOCIATION, NOR ANY EMPLOYEES ARE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO ANY SUCH ITEM.

### **Not Permitted**

- Asking Door Staff to hold your keys.
- Asking Door Staff to authorize the parking of vehicles on Association property. Vehicles parked on Association property are done so at the Owner's risk and are subject to being towed.
- Pressuring or trying to force Door Staff to allow you to enter without producing your key fob.
- Pressuring or trying to force Door Staff to allow you to enter when the Door person deems that your entry is not authorized.
- Expecting Door Staff to let your guests into the building without your written approval, or if you have not answered their call to you announcing guests.

### **ELEVATORS (See Moving and Major Deliveries)**

There are five elevators in James House; three passenger elevators, and two freight elevators which are used for moves, contractor equipment, transporting pets, etc. There are two elevators in Kilmer House; one passenger and one freight.

### **Emergency Procedures**

If you are trapped, press the telephone icon button to notify the elevator company and then press the alarm bell to notify J/K Staff.

When you call an ambulance service, please notify the Door Staff, who will then initiate arrangements to hold an elevator for you.

### **Not Permitted**

- Do not use any elevator in case of fire. Evacuate through stairwells.
- Smoking in an elevator is prohibited by City ordinance.
- Littering in an elevator.
- Posting notices, signs, or advertisements in an elevator.
- Defacing an elevator. You will be charged with property destruction and be liable for repairs.
- Younger children may not ride in elevators without being accompanied by an adult.
- Playing loud music or having loud conversations in elevators.
- Passenger elevators: Transporting bikes, tricycles, Christmas trees, furniture, large/heavy objects, pets (unless freight elevators are down and Management posts a message), the delivery of groceries or other items by tradespeople, delivery of machinery by outside workers. *The one exception is that restaurant food – take-out orders – may be delivered in passenger elevators.*

## **ENFORCEMENT OF RULES/REGULATIONS**

The enforcement of these Rules promotes the safety of us all, and raises the enjoyment and comfort level of our living within the J/K community.

### **Filing a Complaint**

If you see or believe there has been a violation of the Association's Declaration or these Rules, you should immediately report it to the Management Office and submit a written complaint. Violation Complaint Forms are available in the Management Office and online. Outside of Management Office business hours, report the violation to the Door person on duty.

Complaints must include the following: specific details or a description of the violation, including date, time and location where the violation occurred; the unit number of the violator, if known; and the name and address of the complaining witness. Any photographs or recordings that provide evidence of the violation should be submitted.

### **Notices of Violation**

Upon report of a violation, the Management Staff will attempt to verify the complaint. If it appears that a violation has occurred, Management will issue a Notice of Violation to the unit Owner. At the Board's discretion, a warning letter may be issued instead of a Notice of Violation in the case of a first violation. The Notice of Violation will describe the nature of the alleged violation and associated details and give the unit Owner an opportunity to request a violation hearing

### **Hearing**

All violation hearings and the Board's deliberations will be conducted in closed session. The Board will hear and consider information, arguments, evidence and statements regarding the alleged violations. Following a hearing and due consideration, the Board will make its decision regarding the alleged violation in open session. A written "Notice of Determination" shall be sent to the Owner, and the decision of the Board shall be final.

The remedies hereunder are not exclusive, and the Board may take any other necessary action to prevent or eliminate violations.

## **ENTRY INTO UNITS**

Per the Declaration, Section 5.07(c) Management may enter any unit when necessary and upon reasonable notice (except in emergencies) for maintenance, repair or replacement of any common elements, or for making emergency repairs necessary to prevent damage to the common elements or other units.

## **FEE SCHEDULE**

The fees payable for various services are established annually as part of the annual budget. A current schedule of fees is available at [www.jameskilmercondo.org](http://www.jameskilmercondo.org) or in the Management Office.

## **FINE SCHEDULE (See Addendum A and Enforcement of Rules/Regulations)**

The J/K Association may impose fines for violations of the Illinois Condominium Property Act, the Association's Declaration, or the Association's Rules. Owners will be afforded notice and an opportunity to be heard before any fines are imposed.

Owners are liable for the conduct of their tenants. Any fine assessed will be assessed against the Owner of the unit regardless of whether or not the Owner lives in the unit.

The Fine Schedule (See Addendum A) is intended only as a guideline. The Board reserves the right to assess higher or lower fines depending on the severity of the violation.

## **FIRE EMERGENCY PROCEDURES**

### **Emergency Procedures**

The following procedures for J/K Residents are adapted from the City of Chicago's website, "Fire Safety Guidelines for Residential High-Rise Buildings," copies of which are available in the Management Office.

- **For fire in your unit:**
  - **Leave immediately and close the door behind you.** Leave the door **unlocked** for the Fire Department.
  - **Alert Residents** of other units on your floor.
  - **Exit** from the nearest and/or safest stairwell. When you reach a safe area, call 911. Give the Fire Department your address, floor and apartment number.
  - **Do not use the elevators.** They are not reliable during a fire and can only be used by firefighters.
  - **Once in the stairwell, begin to head down to the lobby.** Do not head upstairs or to the roof because smoke and heat rise and this can complicate fire rescue operations.
  - **Make sure fire has been reported** to the Door station or the Management Office.
  
- **For fire on the floor where you live:**

- **Call 911** (Fire Department): State building address, floor, unit number. *Never assume that someone else has called.*
  - **Call the Door station** or, if during office hours, the Management Office.
  - **The Fire Department recommends** that you stay in your unit unless otherwise directed. Due to the fire resistive construction of high-rise buildings, your unit is usually the safest place to be. Keep the door closed and seal the door.
  - **Before leaving unit:** If you decide to leave your unit, place the palm of your hand on the door. If the door feels warm within five seconds, do not open it as this indicates the presence of fire in the corridor. Remain in your unit. If the door is not warm to the touch or you are unsure of the extent of the fire, brace one leg and one hand against the door and open it about half an inch. If you feel a rush of hot air, smoke, or pressure when the door is opened slightly, slam it shut. Remain in your unit.
  - **If you feel conditions are safe** and the corridor can be used, alert everyone on your floor and proceed to the nearest stairway
  - **Close your door** and the stairwell door behind you.
  - **Do not use the elevators.**
  - **If you are on an upper floor** going down the stairwell and smoke from below blocks your exit, return to your floor, close the stairwell door, and return to your unit.
- **If you remain in your unit**
    - Seal cracks at the base of the door with wet towels and duct tape around the door.
    - Seal bathroom and kitchen air vents if smoke is entering there.
    - If smoke enters your unit, open a window slightly. However, the possibility exists that fire from the outside may spread to your unit through the window. If this occurs, close your windows and attempt to remove any combustibles at once, e.g., drapes, shades, etc.
    - If there is smoke in the unit, remain close to the floor. Try to be calm.
- **Remember CALM**
    - Call the Fire Department immediately from a safe area.
    - Alert building management/security/employees after the Fire Department has been notified.
    - Listen for instructions coming from the public address system or a fire alarm.
    - Move to a safe area, evacuate if you are in immediate danger or stay where you are.
- **Three Don'ts**
    - Don't go to the roof.
    - Don't take elevators.
    - Don't break windows.

- **Emergency Evacuation** - In the event of a high-rise fire, an evacuation can mean moving to a safe location or exiting the building, but in many situations you may be safer staying in place. If the fire is confined to one floor, you may be instructed to move a few floors below the fire. *A full building evacuation will take place only if instructed by the Fire Department.* When executing an emergency evacuation, it is important to remain CALM. However, if you are several floors away from the fire and are on a safe floor, you may be asked to stay where you are.
- **Please remember** that these are general guidelines for fire safety in residential high-rises. All fires behave differently and different conditions require different responses. That is why it is imperative that you familiarize yourself with your surroundings and the exits in the building.
- **If you are disabled** and/or have special mobility needs—and if you have previously recorded this condition with the Management Office—your name and unit will be listed with the Door staff and will be given to the firefighters. **You should remain in your unit; the firefighters will make the necessary emergency rescues.**
- **Suggestions: Purchase a multi-purpose fire extinguisher for the home and replace it based on the brand's warranty description.**
  - Place a use-by-date note on the can to remind you when it needs to be replaced.
  - ABC Type is available in most hardware stores or online.
  - Helps put out oil, grease, gasoline, electrical, wood, cloth, paper, rubber and most plastic fires.
  - Don't use water: Water can cause some fires to spread.

### **Building Information**

**There are two fire-resistant stairwells** leading down to the ground floor in each of the buildings. In addition, the south stairwell in the James building contains a separate smoke-proof tower – smoke shaft – to keep smoke out of the stairwell.

The air ventilation system pumps outside air into the halls and into each unit via the spaces around unit doors. The roof fans pull the air from the units through the exhaust vents in the kitchens and bathrooms.

**There are fire/emergency doors** which are well marked and equipped with an alarm. These doors are to be opened only in the event of a fire or emergency.

**The annunciator panel at each building's Door station** allows the Fire Marshall to make building-wide announcements as to the status of a fire situation. Residents will be told whether it was a false alarm, is an active fire with instructions for Residents to stay in their units, or if a building evacuation is required. The panel also indicates which floor has smoke.

## **Requirements/ Responsibilities of Unit Owners**

- **Smoke Detectors**

- The City of Chicago Fire Ordinance requires that every unit must have at least one or more functioning smoke detectors per bedroom. *Note: unit Owners are responsible for installing and maintaining all smoke detectors in their units.*
- Though the Association is not responsible for installation or maintenance, there will be periodic smoke detector inspections.
- Smoke detectors should be placed in the hallways near bedroom doors or as instructed by the manufacturer, never on balconies.
- Batteries should be checked three or four times per year.

- **Door Closers**

The City ordinance requires that each unit entry door must close and latch properly and be equipped with a door closer mechanism. This mechanism must not be disconnected.

- **Personal Property**

Pursuant to City of Chicago Fire Department regulations, Residents shall not place personal property – e.g., boots, doormats, shoes, bicycles, strollers, umbrellas, etc. – in hallways or stairwells. *Items may be removed without notice.*

## **FITNESS ROOM**

The Fitness Room for both James House and Kilmer House is located on the first floor of James House, between the lobby and the freight elevators.

The Fitness Room may only be used by J/K Residents who have paid the annual Fitness Room Membership fee and signed the appropriate waiver, available at [www.jameskilmercondo.org](http://www.jameskilmercondo.org) or in the Management Office.

### **Procedures**

- Your building key fob will be programmed for the Fitness Room once you have paid the annual fee. Only one fob will be activated per paid member.
- Trainers are permitted, but must provide a claim waiver and a certificate of insurance that names the Association as an additional insured.
- You and your trainer may not monopolize the equipment or use it for more than the allowed 30 minutes.
- Trainers may not use the equipment for their own personal use.
- Machines should be wiped down after use with the provided wipes.
- Bring your own towel.

### **Not Permitted**

- Using equipment for more than 30 minutes, if someone else is waiting.



- Listening to personal electronic devices without headphones.
- Any behavior, such as loud singing or conversations, that interferes with other users' peaceful enjoyment of the facility.
- Removing any equipment from the Fitness Room.
- Moving large fitness machines from their existing locations.
- Storing personal equipment.
- Phone conversations.
- Glass containers.
- Children under 16 years of age not accompanied by an adult Resident.
- Infants not restrained in a carrier or stroller. Infants must be under direct supervision of an adult.

## **GARAGE AND DRIVEWAY PARKING**

The J/K garage is a heated, 24-hour attended garage offering both self-parking – only for J/K Residents – and valet parking. Spaces are available for a monthly fee. Application forms for spaces may be obtained from Garage Staff.

Except for those parking on an hourly basis, all vehicles parked in the garage must be registered. If you are temporarily using a loaner car, you must notify the Garage Staff in writing for a loaner car pass.

The Garage Staff may be reached by calling **(312) 787-5436**.

NEITHER THE BOARD NOR THE ASSOCIATION IS RESPONSIBLE OR LIABLE FOR PERSONAL PROPERTY DAMAGED OR STOLEN FROM ANY VEHICLE PARKED IN THE GARAGE.

*Vehicles are allowed to stop only to pick up or drop off passengers or to unload parcels.*

### **Not Permitted**

- Bicycling, skateboarding, roller skating, playing or loitering.
- Using the garage as an exercise area for your dog. You may walk your pet, on leash, to and from your car.
- Allowing dogs to relieve themselves in the garage area. If an accident happens, inform Garage Staff immediately. (See Pets)
- Obstructing wheelchair access ramps.
- Any speeding near/around the buildings or in the garage.
- Smoking.
- Parking in the driveways around the buildings beyond the posted time limits.
- Performing repairs to a vehicle in the garage area or the driveways.
- Blocking the Lobby Entranceway.

**Note:** Vehicles will be allowed temporary parking in the rear or side service area for delivery and/or pick-up. First check with the Receiving Room Staff or the Door Staff. When parking during weekdays while the Receiving Room is open, please follow the posted procedures.

### **Violations**

- Illegally parked cars will be towed at Owner's expense.
- Report any violation of the above rules to the Garage Staff

### **Garage Spaces**

- Parking privileges do not transfer with the sale of a unit.
- Contracts
  - 30 days' notice is required for you to cancel your space.
  - Delinquent accounts will be subject to termination of monthly parking privileges.
  - Upon payment of all amounts due, said person will be placed on the waiting list for another garage space.

### **Car Washing**

- For a monthly fee, which will appear on your monthly garage billing statement, the Garage Staff will wash the car of a monthly parker on a weekly basis. If you want a car wash less frequently, you may purchase individual car wash coupons from the Garage Office.
- If you choose to wash your own car, the washing stall is available to garage patrons from 7:00 AM to 7:00 PM at 45-minute intervals. Do not dry your car in the stall if someone else is waiting. Do not leave your car unattended in the stall to dry.

### **Guest Parking**

- Guests may valet park in the garage for an hourly fee paid in cash or with a coupon provided by a Resident. The garage attendant will give guests a ticket which they must present when leaving.
- Only Residents may purchase guest parking coupons at a discounted rate from the Garage Management Office. Payment can be made with checks only.
- Guest Parking for Parties
  - Host must inform Garage Operator at least one week before the event; indicating date/time of function, arrival time, number of cars, and time of departure.
  - Host must inform guests of guest parking spaces and that a fee will be charged unless the host gives a parking coupon to the guest.

## **GUESTS (See Door Staff, Hospitality Rooms, and Garage and Driveway Parking)**

Owners and Residents are responsible for the actions and behavior of their guests. Guests must comply with the Rules of the Association to avoid consequences to the unit Owner.

### **Procedures**

- Residents must be home to greet guests. Residents who cannot be home to greet a guest, but wish the Door Staff to allow the guest unit access, must fill out a Permission to Enter Form beforehand, which can be obtained at [www.jameskilmercondo.org](http://www.jameskilmercondo.org) or in the Management Office.
- All guests/service representatives must sign in at the lobby desk before entering the unit and sign out before leaving.
- Only Door Staff may permit guests/service representatives to enter the buildings.
- Keys may be obtained from the Receiving Room, at no charge when the Receiving Room is open, only if written authorization was previously provided by the Resident. After hours, there is a fee to obtain a key from the Receiving Room. Otherwise, keys for guests must be supplied by the Resident. Keys should be returned to the Receiving Room before it is closed for the day.

### **Not Permitted**

- Inappropriate or inconsiderate behavior by a guest.
- Guests entering the building without approval of unit Owner or Door Staff.
- Guests pressuring Door Staff to allow them to enter without authorization.
- Asking J/K Staff to allow guests, cleaning staff, realtors or service representatives into units without appropriate written authorization by unit Owner.

## **HEAT AND AIR CONDITIONING / CONVECTOR UNITS (HVAC)**

While the Maintenance Staff is always available to assist you, the unit Owner is responsible for attending to his/her own HVAC system. Proper maintenance of HVAC units is essential for them to work efficiently.

There are two types of HVAC units--the original McQuay model and the newer Trane models. Additional information can be obtained from the Management Office.

Below are the areas you need to pay attention to:

### **Air Flow**

Do not block the bottom area of the convector units near the floor (e.g., with furniture). There must be space for air circulation.

- Louvers/Grids: White plastic vent pieces fit on the top of both types of HVAC units. The McQuay louvers are slanted and can be pointed in two directions. The Trane louvers are stationary and point straight up.  
For McQuay HVAC units, in winter direct the air flow toward the window. In summer, direct the air flow away from window into the room.

New louvers may be purchased from the Management Office.

- Filters are replaced by the Maintenance Staff at no charge to the Owner, once in the spring and once in the fall. During spring filter changes, the anti-clog, anti-bacterial tablet is replaced in each drainpan. For additional filter changes, check with the Management Office.

### **Drain/Drip Pans**

Management will annually replace condensate drainpan tablets in HVAC unit to reduce the risk of blocked drain lines.

It is highly recommended that all Owners/Residents have water alarms installed in or near the drip pans of their HVAC/convector units. For more information, contact the Management Office. This may help prevent damage to your HVAC/Convector unit, as well as your apartment and those next to and/or below you.

During the cooling season, particularly during humid weather, check the HVAC/Convector drain pans periodically to make sure they are draining properly and that there is no measurable amount of standing water. They will have some dampness due to condensation.

IF YOU SEE STANDING WATER OR DETECT DAMP OR BUCKLING FLOORING, YOUR DRAIN PANS MAY BE PLUGGED AND OVERFLOWING. PLEASE IMMEDIATELY CALL MANAGEMENT, OR THE FRONT DESK AFTER HOURS.

**(See Addendum B - J/K HVAC Instructional Guide)**

## **HOSPITALITY ROOMS**

One of the benefits of living at J/K is the use of the Penthouse Hospitality Rooms, available exclusively for our Residents. The two Hospitality Rooms are in the Northeast Penthouse for smaller gatherings, and in the South Penthouse for larger parties and events. To schedule an event or party, you must make reservations in advance with the Management Office and pay the appropriate fees. Reserving these rooms is based on availability.

Hours: Evening events must end by 1:00 AM Friday and Saturday, and by 10:30 PM Sunday through Thursday and evenings before major holidays, with the exception of Memorial Day and Labor Day.

If the host fails to comply with these or any other Rules of the Association, the Association shall have the right to immediately terminate the Resident's right to rent the Hospitality Rooms in the future.

NEITHER THE BOARD, MANAGEMENT, STAFF, NOR THE ASSOCIATION IS RESPONSIBLE FOR ANY LOSS, THEFT OR DAMAGE TO PROPERTY IN THE HOSPITALITY ROOMS OR TO THE HOSPITALITY ROOMS THEMSELVES.

### **Responsibilities of Host**

- Host must be present at all times during the event.
- Rental charge and deposit must be paid at time of reservation.
- Host is responsible for the care of all items provided in Hospitality Room.
- Cleanup:
  - Room must be cleaned immediately after event.
  - Removal of all perishable goods, garbage, and *all* items brought in by host.
- Pay all costs incurred for damage and cleanup.
- After an event, Management will provide the host with a statement of cleaning charges, repairs, and replacement charges, if any. The full amount must be paid by the host immediately or the damage deposit will be applied to the host's Association account.
- Host must limit guests to 120 people in the South Penthouse, no more than 60 people in the Northeast Penthouse.
- Host must inform Garage Operator at least one week before the event, indicate date/time of function, arrival time, number of cars and time of departure.
- Host should inform guests of limited guest parking spaces and that a fee may be charged. (See Garage and Driveway Parking)

### **Rental Reservations**

- A fee and damage deposit is required for renting either Penthouse room.
- The reservation of either Penthouse room does not include any or exclusive use of the Sun Deck or use of the other Penthouse room. Please *refer to the party room rental agreements at [www.jameskilmercondo.org](http://www.jameskilmercondo.org) or in the Management Office for specifics.*
- Reservation must be made in writing to the Management Office.
- A release of liability form must be completed, signed and accompanied by a damage deposit.
- Last-minute reservations are subject to availability of the room and completion of all requirements.
- Building can provide tables, chairs, and use of the kitchen. Use of the kitchen in conjunction with rental of the Northeast Penthouse room is subject to availability.

### **The Northeast Penthouse (smaller room) in addition to the above**

- Commonly used as a community room. However, this room may also be reserved through the Management Office for exclusive party use.
- Unless this room is reserved for exclusive use, headphones must be used to listen to music/movies.
- Check with Management to see if kitchen is available for use.
- Reservation of Northeast Penthouse does not include exclusive use of the South Penthouse or Sun Deck.

**Not Permitted** in either Penthouse Room

- Live music nor recorded music played at inappropriate levels.
- Noise levels that could interfere with the rights, comforts, and convenience of other Residents.
- Smoking in the Penthouse rooms or any other common area, including but not limited to bathrooms, hallways, stairwells, lobbies and Sun Deck.
- Solicitations such as admission fees or sale of food/intoxicating substances.
- Illegal drug use.
- Removal of or damage to any Penthouse furniture or appliances.
- Any damage to the walls, ceilings, floors or fixtures in the Penthouse Rooms.
- Inappropriate conduct by host or guests. Hosts are responsible for their guests' behavior.
- Parties without prior written and signed rental agreement, and paid fees and deposits.
- Parties without an alphabetized guest list for Door Staff. The party will be cancelled and rental fees returned.
- Parties in which the host is not present at all times.
- Children under 16 not accompanied by adult.
- Pets.
- Decorations which will harm paint finishes, etc.
- Deliveries made on passenger elevators. Deliveries must be made only via freight elevators, with building entry provided through the Receiving Room.

**INSURANCE**

Unit Owners are required to carry insurance coverage for their own unit. The Association maintains insurance coverage for all common areas and building elements.

Owners are encouraged to require that their renters obtain, maintain and provide proof of renter's insurance.

**All Owners must**

- Purchase and maintain a condominium insurance policy that includes a minimum of \$300,000 in liability coverage.
- Provide proof of coverage to the Management Office with a copy of a declarations page and/or a certificate of insurance evidencing the type and amount of coverage.
  - The proof of coverage shall be provided to the Association within 10 days of the request by the Management Office and be provided annually upon the request of the Management Office.
  - If proof of coverage is not provided within 10 days of a request by the Management Office, the Owner will be subject to the Rules Violation Procedure.

## **LAUNDRY ROOMS**

There are two laundry rooms equipped with card-operated washers and dryers. They are located on the 2nd floor of James House and the 6th floor of Kilmer House. Laundry cards can be purchased and refilled in the laundry rooms.

People using these facilities are responsible for the care and proper usage of the equipment.

For the best results and proper care of your clothes and the machines, please follow the instructions listed on the machines.

To determine the availability of machines, you may check channel 195 for Kilmer House and 196 for James House.

### **Procedures**

- Should you spill bleach and/or laundry detergent in the halls or the laundry room, immediately attempt to clean it up and then notify Management or the Doorman.
- Wipe any bleach from the top of the machines to prevent others from getting bleach on their clothes.
- Clean the washing machine tub of any remaining soap residue you may have left. If you find soap residue on your clothing after rinsing, you may be using too much soap. Consider switching to a low-sudsing liquid detergent.
- Clean dryer lint trap before and after use of machine.
- When a machine malfunctions:
  - Place an out-of-order tag on the machine and notify the Management Office. Tags are available in each laundry room.
  - Write the problem on the tag for the serviceman.
  - If there are no tags, call the Management Office as soon as possible to alert them to the problem.

NEITHER THE BOARD, MANAGEMENT, NOR THE ASSOCIATION IS RESPONSIBLE FOR ANY THEFT, LOSS OR DAMAGE TO PERSONAL PROPERTY LEFT UNATTENDED IN THE LAUNDRY ROOMS OR IN THE MACHINES.

### **Not Permitted**

- Dyeing or tinting of fabrics in the washing machines or the open laundry tubs.
- Leaving your belongings in the washers/dryers after the machine's cycle has been completed.
- Using bleach in the front-loading machines.
- Bringing pets to the laundry room.
- Taking the wheeled baskets to your unit.

## **LEASING/ RENTAL OF UNITS**

Subject to a handful of limited exceptions, units purchased after March 1, 2016 may not be leased/rented unless the percentage of rented units at J/K Association is below 25%. *For current percentage of rentals, contact the Management Office.*

### **LEASING**

There are fees associated with all leases. See Fee Schedule at [www.jameskilmercondo.org](http://www.jameskilmercondo.org) or in the Management Office.

#### **Tenant Definition**

Any arrangement for occupancy of a unit by a person, other than the Owner or a member of the unit Owner's immediate family, is considered a lease for purposes of these Rules. This would include verbal arrangements with or without payment of rent. If the Owner does not reside in the unit, any person(s) who resides in the unit is deemed a tenant and is bound by the Rules and Regulations of the Association.

MANAGEMENT CAN ONLY ACCOMMODATE A TENANT UPON RECEIPT OF TENANT'S SIGNED LEASE AND ALL OTHER REQUIRED DOCUMENTS.

#### **Leasing Process** for new Owners of record after March 1, 2016

- Until such time as the total number of rented units falls below 25%, a new Owner can place his/her name on a waiting list of new owners wishing to rent out their units.
- Once a new Owner is notified that they can rent the unit, that Owner must accept or reject the offer of availability within 30 days.
- If the offer is accepted, then the owner will have 90 days from the date of the original notice to complete the leasing process.
- If the owner fails to lease within the 90 days, the owner will be removed from the waiting list. *Hardship exemptions may be considered but require Board approval. A more detailed explanation can be found at [www.jameskilmercondo.org](http://www.jameskilmercondo.org).*

#### **Owners' Responsibilities**

- The Association requires an ABOMA Unfurnished Condominium Lease or Chicago Association of Realtors Lease. Unit Owners or new tenants must provide the Management Office with a copy of their signed ABOMA or Chicago Association of Realtors lease and move-in fee before scheduling a move-in.
- An owner leasing a unit must provide the Management Office with a signed copy of the lease prior to the occupancy date on said lease.
- Every lease must be in writing and must provide that the tenant is bound by the Rules and Regulations of the Association.
- Provisions herein which relate to the execution of new leases shall become effective upon the expiration of any lease which is currently in effect.
- Renewal or extension of an existing lease must be provided to Management within 30 days of lease execution.



- Adding a non-smoking clause to new leases: As a landlord, you are within your rights to prohibit smoking in your unit and should consider adding a no-smoking clause to your lease. Doing this will be of great benefit to all Residents and should help you preserve the value of your investment property.
- Contact Information: Owners who do not reside in their unit must provide the Management Office with their permanent residence address, phone number, and an email address at which they can be reached in an emergency, both at home and at work. Unit Owners who fail to provide their contact information will be assessed any expenses incurred by the Association in locating him/her, and will be deemed to have waived the right to receive notices at any address other than the address of the unit.

THE BOARD/MANAGEMENT IS NOT LIABLE FOR ANY LOSS, DAMAGE, INJURY OR PREJUDICE TO THE RIGHTS OF SAID UNIT OWNER CAUSED BY ANY DELAYS IN RECEIVING ANY NOTICE DUE TO FAILURE OF OWNER TO PROVIDE THE ASSOCIATION WITH THE REQUIRED CONTACT INFORMATION.

- **Violation Charges**

The unit Owner is liable for any Rules violations of his/her tenants and any fines that may be assessed.

When the Board, at its discretion, determines that a violation(s) warrants termination of the lease, the Board is authorized, but is not limited to, imposing a fine against the Owner and eviction of the tenant at the Owner's expense.

All expenses of the Association in connection with any violations under these Rules shall be assessed to the account of the unit Owner.

### **New Tenants Must**

- Contact the Management Office to receive a copy of the Rules and Regulations Guide.
- Reserve the freight elevator, provide the necessary tenant information, and pay all required fees. (See Fee Schedule at [www.jameskilmercondo.org](http://www.jameskilmercondo.org) or in the Management Office.)
- Upon move out, return all unit keys and fobs to the unit Owners.

### **Not Permitted**

- Leasing a unit for less than 1 year.
- Leasing a unit for transient, hotel purposes, or short-term vacation rentals such as Airbnb, etc. Violators will be fined. (See Fine Schedule/Addendum A).
- Leasing a unit for more than 2 years without filing a new lease with the Management Office.

## **LOCKS, KEYS, FOBS AND LOCK-OUTS**

For the safety and security of all of our Residents, Owners must provide the Management Office with keys or key codes for access to their unit in case of emergency or other situations in which access is necessary.

### **Locks and Keys**

To change the lock on your unit door, use an outside lock service or contact the Management Office for assistance.

If you need the lock changed immediately or at a designated time, use an outside lock service. Management cannot guarantee service for a specific time.

Fobs can be purchased in the Management Office. The allocation of fobs is based on need, and Management reserves the right to limit the number of fobs per unit and to document the name(s) of the person(s) intended to use the fob(s).

Depending on the type of keys you have, duplicate keys to your unit may be purchased from the Management Office (see Fee Schedule at [www.jameskilmercondo.org](http://www.jameskilmercondo.org) or in the Management Office). See the Management Office for lost mailbox keys.

IF AN OWNER DOES NOT PROVIDE KEYS OR KEY CODES, NEITHER THE ASSOCIATION NOR MANAGEMENT ASSUMES ANY LIABILITY. THE OWNER IS RESPONSIBLE FOR ANY DAMAGE DONE TO THE DOORWAY OR OTHER PROPERTY IF THE ASSOCIATION OR MANAGEMENT MUST GAIN ENTRANCE TO THE UNIT.

### **Lock-outs**

If you lock yourself out during normal business hours, you may get the key to your unit from the Receiving Room.

If you lock yourself out after business hours, contact the Doorman station. A Staff member will retrieve the key for your unit. There is a fee for this service. (See Fee Schedule at [www.jameskilmercondo.org](http://www.jameskilmercondo.org) or in the Management Office.) The charge will be included in the Owner's next monthly assessment statement.

## **MAINTENANCE, SERVICE AND REPAIR REQUESTS**

**Residents must direct all maintenance requests to the Management Office or email service requests to: JKAdmin@communityspecialists.net.**

**Staff members must not be approached directly to perform any maintenance services either in your unit or in the common areas, except for emergencies. (Residents may approach a staff member on duty about a side job as long as the side job is performed outside of the staff member's shift.)**

**Owners/Residents are prohibited from directing any J/K Staff with regard to their duties as employees of the Association. Owners/Residents are prohibited from actively involving themselves or otherwise interfering in the day-to-day operations of the Association.**

There will be a minimum charge for all service calls, with the exception of Maintenance done at no charge –see list below – plus costs for any needed materials. Charges will appear on your next month's assessment statement. Certain service requests may require that you obtain the services of an outside contractor.

### **Procedures**

- If an emergency – toilets overflowing, leaking water, no heat, no water, etc. – occurs during non-business hours, call the Doorman station at (312) 654-1560 Ext. 6 and they will page Maintenance. During business hours, call the Management Office.
- If you see signs of insect infestations – roaches, bed bugs, etc. – please immediately notify Management.

### **Maintenance Done At No Charge**

- Exterminating Services (See Pest Control)  
Bugs can come to your unit from other units and from paper bags and boxes you bring into your home. Inspect bags/boxes carefully and regularly throw out garbage. Management arranges for exterminating services throughout the J/K buildings.
- HVAC convector unit filter changes are done semi-annually (spring and fall). (See Heat and Air Conditioning/Convector Units [HVAC])

### **Maintenance Done By Residents**

Suggestion: It is highly recommended that Residents buy a plunger in the event of toilets backing up. **DO NOT** use a plunger to clear a drain in kitchens, bathtubs/showers, or bathroom sinks.

### **Not Permitted**

- Flushing disposable wipes down the toilets. They clog the drains.
- Using harsh chemicals to unclog your drains, such as Liquid Plumber, etc. Instead, purchase drain cleaner from the Management Office or request a Maintenance Service call.

## **MOVING AND MAJOR DELIVERIES**

All moves and major deliveries, without exception, must be scheduled in advance through the Management Office on a first-come-first, served basis. All James House moves, both in and out, as well as deliveries, must be made through the rear entrance of James House. For Kilmer House, deliveries must be made through the rear entrance of Kilmer House.

**Hours for moves** are Monday through Friday from 9:00 AM to 1:00 PM and 1:00 PM to 5:00 PM, and Saturday from 9:00 AM to 1:00 PM.

No moves are allowed on Sundays or major holidays.

### **Move in/ Move out Requirements**

- Non-refundable fee must be submitted to the Management Office.
- Move Agreement, Resident Information Form and Agreement and all fees must be submitted to the Management Office before a move will be scheduled.
- Moves must be scheduled in advance.
- New purchasers must provide Management with a copy of their closing/settlement statement prior to moving in.
- New tenants or their lessors must provide the Management Office with a copy of their signed ABOMA lease and the move-in fee before scheduling their move-in.
- The freight elevators must be used for moves and major deliveries. One of the freight elevators will be made available exclusively for the scheduled move; only that elevator may be used. In James House, no more than one freight elevator at a time may be used for moves and/or major deliveries.
- Clean up after moves and major deliveries is the responsibility of the Resident. Moving, or delivery boxes may be broken down and left in the chute rooms.

\*Note: Maintenance will perform pre- and post-move inspections.

### **Damage**

- Owners are responsible for any damage to elevators or common areas caused by their movers or their tenants when moving. Costs for any damage will be assessed to the unit Owner.

### **Not Permitted**

- Unscheduled moves: These are considered “illegal moves” and are subject to a fine. (See Fine Schedule and Addendum A)
- Using passenger elevators for moves or major deliveries.
- Not cleaning up or removing debris in the common areas affected by your move. This may result in a cleaning charge to the Owner’s account.
- Disposing of moving and delivery boxes through the garbage chutes.
- Disposing of unwanted furniture on JK or HOA property.

## **NOISE / NUISANCES**

We all need to consider our neighbors and keep noise to a minimum. Sound transmission from one unit to another can be a problem in these types of buildings. However, because you have chosen to live in a multi-unit building, you must expect to hear some level of intermittent noise from other units, hallways, and the outside.

### **Complaints**

If you are disturbed by loud noise or other nuisances, contact the Management Office during business hours or the Door Staff after business hours. All Residents must comply with Management or any Staff member when called upon to lower sound devices or when notified of a complaint.

### **Suggestions**

- Exhaust vents in kitchens and bathrooms transmit noise directly to neighbors above and below. Turning the kitchen ceiling light off also closes the kitchen vent—unless a separate switch controlling the kitchen vent has been installed.
- Keeping bathroom doors closed also reduces noise flow.
- Avoid placing TVs and sound systems against a common wall or directly on the floor.

### **Not Permitted**

- Any loud noise, unruly behavior, noxious odors—including smoking—in the common areas of the buildings or emanating from your unit and/ or your balcony/patio that interferes with the rights of others to the quiet enjoyment of their unit.
- Disorderly behavior: Residents and/or their guests acting in a drunken, disorderly or offensive way.
- Musical instruments played between 9:00 PM and 10:00 AM.
- Tuners/Amplifiers: Electronically amplified equipment/instruments at a high volume.
- Home repairs: Hammering, pounding, drilling, or sawing done before 9:00 AM or after 5:00 PM weekdays, or before 10:00 AM and after 4:00 PM Saturdays. All noise-producing work is prohibited on Sundays and holidays.
- Pets: Prolonged barking must be handled by the pet Owner.
- Parties must not spill over into the hallways, stairwells, or other common areas. Notify your neighbors in advance if you are hosting a party in your unit with 10 or more guests. You are responsible for the behavior of your guests.

## **PEST CONTROL**

Routine exterminating services are provided at no charge to Residents. Bugs can come to your unit from other units and from paper bags and boxes you bring into your home. You should inspect these items carefully and regularly dispose of garbage and trash.

**Residents are required by the City of Chicago Bed Bug Ordinance (Chapter 4- 4, Section 4-4-332 and Chapter 5-12, Section 5-12, 101 et. seq) to immediately report, in writing, any bed bug-related issue, concern, or sighting to the Management Office.**

*A copy of the J/K bed bug policy can be found at [www.jameskilmercondo.org](http://www.jameskilmercondo.org) under the FAQ section.*

To reduce the possibility of bed bugs: Clear clutter (bugs hide in clutter); inspect second-hand furniture for bed bugs; do not bring discarded furniture into your unit; inspect your luggage after traveling and, as an extra precaution, dry your travel clothes on high heat; do not place your luggage on your bed in hotels or at home; inspect your unit regularly – especially after a move-in or trips.

### **Extermination**

- Every other year, Management arranges for an exterminating sweep to be performed throughout our buildings.
- All Residents must permit the exterminator to enter their unit or storage unit for treatment. There will be no exceptions.
- The Association is responsible for pest eradication costs related to the common areas.

### **James/Kilmer Condominium Association Bed Bug Plan**

- Residents are asked to be very vigilant for any infestation in their units. If you suspect you have a bed bug infestation, immediately contact the Management Office.
- Management will contact a licensed exterminator to inspect your unit at no charge.
- If it is determined that you have bed bugs, treatment will be at the Owner's expense and treatment should be done as soon as possible. Management will schedule a trained bed bug dog to inspect all surrounding units.
- Do not remove anything from your unit until after your unit has been treated.
- When removing items from your unit after treatment, wrap and seal them properly in plastic.
- 30 days after your unit is treated – there is a charge for the treatment – Management will arrange for a trained bed bug dog to be brought in to inspect your unit and all surrounding units a second time at no charge.

### **PETS**

The J/K Association allows pets to reside in its buildings subject to the rules listed below. In order to make sure that the buildings remain “pet-friendly,” it is imperative that pet Owners also ensure a “people-friendly” atmosphere. That means that each pet Owner must be considerate of other Residents regarding issues of pet noise, odor, and sanitation. Further, we should all be sensitive to the safety and personal concerns of our neighbors.

Only traditional domesticated household pets are allowed – dogs and cats – and animals that are typically kept in cages or containers in the home such as birds, fish, turtles and hamsters. You may have:

- One fully grown dog weighing less than 40 pounds, or
- One fully grown dog weighing less than 40 pounds and one cat, or
- Two cats.

THE ASSOCIATION AND ITS AGENTS ARE NOT RESPONSIBLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY A RESIDENT'S PET OR ANY OTHER PET BROUGHT TO THE PREMISES BY THEM OR THEIR GUESTS. EACH RESIDENT SHALL INDEMNIFY THE ASSOCIATION AND ITS AGENTS AND HOLD THEM HARMLESS AGAINST CLAIMS, ACTIONS, LOSS, OR LIABILITY OF ANY KIND, INCLUDING ATTORNEY FEES THAT MAY ARISE FROM MAINTAINING A PET WITHIN THE J/K PROPERTY.

### **Registration/Weigh-ins**

The Association reserves the right to weigh any animal at any time.

- Dogs and cats must be registered in the Management Office within seven days of move-in or pet acquisition.
- Evidence of inoculation compliant with City ordinances must be presented at the annual registration of all pets. Pet Owners are responsible for keeping their pets' vaccinations current.
- Pet Owners must pay the Pet Registration or Renewal Fee at Registration. (See Fee Schedule at [www.jameskilmercondo.org](http://www.jameskilmercondo.org) or in the Management Office.)
- Registration is not transferable to another animal.
- Dogs are required to be physically weighed and photographed in the Management Office at the time of the initial registration. Additional weigh-ins may be required at the discretion of Management.
- Cat Owners must submit a picture of their cat(s) at the initial registration.

### **Violation of Pet Rules**

- Owners of pets causing prolonged or frequent disturbances to other Residents or in any way constituting a nuisance or a danger will be subjected to written notification.
- Continued violations will be cause for a hearing, a fine, and/or other appropriate remedies up to and including eviction of the animal. (See Fine Schedule Addendum A for further details.)

**Visiting Pets** are allowed for a two-week stay before having to be registered as a permanent pet. Follow exactly the same rules and restrictions as as apply to registered pets in regard to weight and behavior. You are responsible for a visiting pet's behavior.

### **Managing Pet Waste**

- When using the dog runs, dog walkers must pick up their dog's solid waste and deposit it in the waste receptacles provided.

- Dog runs: Gravel areas in each block of Village; on LaSalle parallel to James House and North Pool.
- Plastic bags designed for picking up solid dog waste are provided in dispensers at the James House and Kilmer House service entrances.
- Cat, bird and caged animal Owners must ensure that litter is changed often to avoid odor and that it is double wrapped and tied securely in a plastic bag before depositing it in the trash chute.
- Old dogs and puppies may need to be carried to the dog runs to avoid accidents.

### **Not Permitted**

- Wild animals, farm animals, snakes and poisonous creatures.
- More than one dog per unit, regardless of weight.
- Dogs, including visiting dogs, weighing more than 40 pounds.
- Allowing any pet to jump on, bite, or in any way harm or intimidate any person or any other pet.
- Any prolonged noise – barking, crying, meowing, chirping, etc. – which will disturb neighbors.
- Pets off-leash or outside of carrier/cage in common areas such as service elevators, stairwells and service areas.
- Damage to a common area caused by a pet. Any and all damage will be the sole responsibility of the unit Owner.
- Pet accidents left unattended. An accident must be immediately reported to Management during regular business hours, or to the Door Staff after business hours, so that it may be cleaned up properly and expeditiously.
- The breeding for sale of any pets within the building property.
- Pets in the lobbies, including the mailbox areas, or laundry rooms.
- Pets in the Passenger Elevators except when permission is granted by the Management Office or if both Service Elevators are not useable.
- Pets relieving themselves on walkways on their way to the dog runs, or in the garage – including outside and inside garage ramps.
- Pets relieving themselves in the area outside the back door/service entrances of James or Kilmer. They must be carried/guided to LaSalle Street and the dog runs. If an accident does happen, let Management or the Garage Staff know immediately.
- Residents should not pet, touch, approach or interact with any dog or other pet on Association property without the pet Owner's permission.

**Note:** *Pets are restricted to their unit and to transit through the following common areas only: hallways, freight elevators, and garage to car. When in transit, dogs must be on a leash or in a carrier to avoid mishaps and must be under the handler's control at all times.*

Exceptions to the above rules are made for properly documented assistance animals.



## **RECEIVING ROOM** (See Deliveries/Receiving Room)

## **RECYCLING** (See Chute Rooms/Trash Disposal/Recycling)

## **RENTAL POLICY** (See Leasing/Rental of Units)

## **SAFETY AND SECURITY**

Residents must not allow any activity in any unit, nor in, on, or to common elements or limited common elements that would impair the structural integrity of the buildings or compromise the safety of the Owners and Residents. *(For security safeguards when you are away from home, see Vacations and Extended Absence Procedure.)*

If your key fob is lost, immediately notify the Management Office.

If someone is delivering flowers or other items which YOU ARE NOT EXPECTING, ask them to leave them with the Receiving Room or Door Staff.

### **Not Permitted**

- **Allowing anyone to enter the buildings or your unit whom you don't know or expect.** You may use the closed circuit television to further identify them: Channel 195 for Kilmer House and Channel 196 for James House.

## **SALE OF UNIT**

Prior to the closing of a unit sale, all past-due fees (including garage), assessments and any fines must be paid, including those incurred by your tenant.

Unit sales must be conducted in accordance with the Illinois Condominium Property Act and the James/Kilmer Condominium Association Declaration, By-Laws, and J/K Rules.

You may prepare notices for sale or rent for the Management Office to place on the bulletin boards in the laundry rooms. The Management Office has the right to determine the appropriateness of any notice.

When the unit being offered for sale is being shown, the prospective buyer(s) must be escorted to and from the unit by the unit Owner or Owner's representative.

The unit Owner must fill out the Permission to Enter Form for the person showing the unit, if it is not the unit Owner.

### **Not Permitted**

- **Open houses are strictly prohibited.**
- For-sale signs of any type displayed in windows or common areas, or placed in hallways or bulletin boards or under individual doors.

### **SMOKING (See Noise/Nuisances)**

While the J/K Association allows smoking in individual units, smoking is prohibited in common areas.

Second-hand smoke is not merely a nuisance, it has been proven to be a health hazard to others. Therefore, it is mandatory that the guidelines below be followed. Failure to take these preventive measures after being warned may result in fines and/or other legal actions being taken by the Board of Directors at your expense. Please remember that these rules also apply to your tenants and guests for whom you, the unit Owner, are responsible.

### **Not Permitted**

- Smoking in common areas and/or carrying of lighted cigarettes (including e-cigarettes), cigars, pipes, medical or recreational marijuana, or any illegal substance, in areas including, but not limited to, hallways, stairwells, lobbies, garage, or sun deck.
- Smoke entering other units: Should smoke and/or its odor enter other units or any common areas from your unit, the Board may require the Owner to do the following, or any additional remedies that may be necessary, again **at the unit Owner's expense:**
  - Properly and fully seal your unit using caulking specifications set by the Board, including, but not limited to, electrical outlets and plumbing pipes. *These can be invasive and costly procedures.*
  - Install air purifier system(s) capable of eliminating smoke or odors from tobacco products in the unit including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, or marijuana.
  - Smokeless ashtrays may also be required.
- Tossing cigarette butts, or any other smoking material, off your balcony.
- Tossing lit smoking materials down the trash chutes. They **MUST** be fully extinguished, wetted down and in a tied garbage bag.
- Leaving cigarette butts anywhere on the James/Kilmer Association property – including the front/back and driveway areas.

### **Procedures for Violations**

- Should you experience/detect smoke or the odor of smoke, not initiated by you, in your unit and/or hallways and other common areas, immediately contact the Management Office. After hours, contact the Doorman station and ask Maintenance to come up to investigate.

- Management will make a reasonable attempt to determine the source of the problem and work with the smoker to correct the issue.
- If Management is not certain where the smoke is originating from, a memo will be sent to the floor advising Residents of the problem.

## **STORAGE LOCKERS**

Storage lockers are limited common elements and located on the basement level and the second floor of James House, and on floors 3, 4 and 5 in Kilmer House. One storage locker is assigned to each unit, identified by the unit number. Locker rooms are accessed with your key fob. You must supply your own lock.

NEITHER THE ASSOCIATION NOR MANAGEMENT IS RESPONSIBLE FOR ANY THEFT, VANDALISM, LOSS, DAMAGE, FIRE OR FLOOD DAMAGE IN THE STORAGE ROOMS OR LOCKERS.

All lockers must be emptied on moving day to ensure that the space is available for incoming Residents.

Abandoned, unregistered and unauthorized use of any storage locker will result in disposal/donation of the contents after 30 days.

It is recommended that Residents check the contents of their lockers periodically and that contents be stored in plastic/water-resistant containers.

### **Not Permitted**

- Using a locker assigned to another unit without written permission from the Resident of that unit.
- Loitering, playing, smoking, or having pets in locker rooms.
- Placing/leaving items outside a locker. Items found in areas other than the assigned locker space will be subject to immediate removal and could be discarded without notice.
- Chaining items to the outside of a locker.
- Leaving food, other perishables and organic items that may attract pests in the locker/storage areas.
- Guns, firearms or ammunition.
- The storage of explosive and flammable materials in or around lockers, which is prohibited by Chicago Fire Department regulations

*Note: Explosive or flammable materials include but are not limited to ammunition, propane tanks, flammable liquids, explosives, gasoline/other fuels, benzene, paint, paint thinner, turpentine, aerosol cans, nail polish/remover, liquor, oxygen tanks.*

## **SUN DECK (A/so See Hospitality Rooms)**

The Sun Deck is located on the Penthouse floor – 44th floor – of James House and can be accessed with your key fob. It is open from 8:00 AM to 10:00 PM, 7 days a week, weather permitting, spring through fall.

The Sun Deck is an exceptional amenity for our Residents. Therefore, it is important that all rules be followed for everyone's safety and enjoyment.

A unit Owner is responsible for the behavior of his/her guests. All guests must follow the Rules of the Association at all times. Violations will be the responsibility of the unit Owner including any fines the Board may deem necessary.

You are responsible for telling your guests the Sun Deck Rules in advance.

Residents must be mindful of wind conditions and remove all personal items when leaving the Sun Deck and secure personal items at all times.

The Sun Deck is not available for rental, and may not be reserved for private use. The reservation of a Penthouse room does not include exclusive use of the Sun Deck.

### **Not Permitted**

- More than 4 guests per unit.
- Guests who are not accompanied by a Resident at all times.
- Children under the age of 16 who are not accompanied by an adult at all times.
- Listening to music/movies without headphones.
- Making any loud noise including loud conversations that interfere with others.
- ALL GLASS OR BREAKABLE MATERIALS. NO EXCEPTIONS! *All containers must be made of paper, plastic or metal.*
- Littering on the Sun Deck. *All trash must be deposited in the trash receptacles before leaving.*
- Smoking.
- Pets.
- Throwing anything on or from the Sun Deck.
- Leaning over the railing.
- Cooking, barbequing, grilling.
- Bicycles, roller blades, skateboards, etc.
- Standing on deck furniture.
- Removal or moving any furniture or furnishings on the Sun Deck or Penthouse rooms.
- Disorderly conduct: e.g., horseplay, excessive noise.

## **TRASH DISPOSAL (See Chute Rooms/Trash Disposal/Recycling)**

### **UTILITIES**

Each unit Owner/Resident is billed directly by Commonwealth Edison or the energy company of your choice.

Each Owner/Resident is responsible for contacting the utility and telephone companies for service.

The Association pays for the water you use and also for gas and electricity used in the buildings' heating and air conditioning equipment.

The buildings do supply heat and air conditioning to the equipment in your unit; however, when you turn on the fan/blower you are utilizing electricity which is charged for on your individual electric bill.

### **VACATION AND EXTENDED ABSENCE PROCEDURES**

If you are planning to be away from home for an extended period, please take the following precautions:

- **In cold weather, keep heat on low to prevent pipes from freezing.** Any damage will be your responsibility.
- Keep all windows closed.
- Double lock your entry door.
- Make arrangements in advance for pick-up, forwarding or holding your mail/newspaper services.
- Ask a friend or neighbor to remove and hold any items left in front of your door.
- Close/lock your balcony door.
- Unplug all electrical appliances (except refrigerator and range).
- Turn off computers.
- To avoid sewer gas odors, ask a friend or neighbor to flush the toilets a couple of times and run all faucets for several seconds about every week or two.

### **WATER FURNITURE**

**Water furniture is not permitted at any time.**

Water furniture is any bed/mattress, chair, sofa, or other item of furniture that contains, as part of its elements, any substance in a liquid state.

Removal of such furniture will be required immediately, and a fine may be levied. All costs associated with the removal of this furniture or damage caused by its removal will be charged back to the unit Owner.

## **WINDOWS**

Holiday lights that face the street or are on your balcony are permitted only from November 15 through January 15.

Cracked or damaged windows must be brought to the attention of Management immediately for a replacement plan and determination of liability for cost of that replacement.

Window Cleaning: Residents are responsible for cleaning the inside of the windows/balcony door window. A professional window cleaning service cleans the exteriors of all windows, including balcony/patio windows, periodically during the year.

### **Not Permitted**

- Attaching or hanging signs, decals, electrical lights, or illuminating devices on or from windows where they would be visible from the outside, with the exception of holiday lights from November 15 through January 15.
- Hammering or drilling anything into the interior or exterior window frames or metal panels.

*The J/K Board reserves the right to forbid any window coverings such as draperies, curtains, shades and blinds that, in color or design, attract undue or inappropriate attention from the street (Refer to section 4.06 of the Declaration).*

## **ADDENDUM A - FINE SCHEDULE (effective March 1, 2018)**

All fine amounts are subject to change at the discretion of the J/K Board

### **Violations relating to household pets**

- First Violation: Warning letter to Owner/Resident with an indication of potential fines and/or sanctions for further rules violations
- Second Offense: \$100 fine.
- Third offense: \$300 fine.
- Fourth offense: \$500 fine and potential removal of the animal.

THE BOARD RESERVES THE RIGHT TO ASSESS HIGHER OR LOWER FINES AND/OR ORDER THE REMOVAL OF AN ANIMAL SOONER THAN THE FOURTH COMPLAINT DEPENDING ON THE SERIOUSNESS OF THE VIOLATION.

THE BOARD WILL ORDER THE IMMEDIATE REMOVAL OF ANY PROHIBITED ANIMAL, e.g., farm animals, snakes, etc. (See Pets)

### **Remodeling violations**

- \$250 fine.

### **Unscheduled move violation**

- \$200 fine plus the Moving Fee
- \$50-per-hour fine for moves going over allotted time

### **Damage to common areas**

- \$100 plus cost of repairs

### **Short term/hotel/vacation rental/violation**

- The fine shall equal the daily rental rate charged times the number of days rented, plus \$250.

### **Other rules violations**

- First Violation: Warning letter or fine of up to \$250.
- Second Violation: Fine of not less than \$250
- Third Violation: Fine of not less than \$500
- Continuing violations are subject to daily fines.

## ADDENDUM B – HVAC DIAGRAM

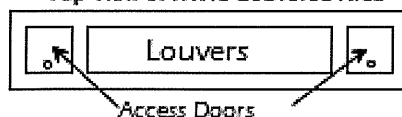
### J/K Heating Ventilation Air Conditioning System

#### HVAC Maintenance for Original McQuay Units

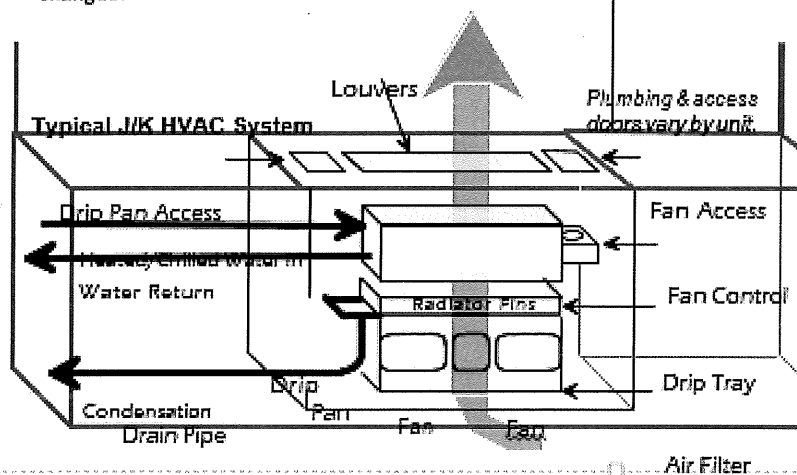
During the cooling (A/C) season aim the HVAC louvers (as located in the diagram below) to direct cool air into the room and away from the windows when the air conditioning is turned on. This maximizes the cooling effect in your unit. Also, if they are aimed at the windows instead, condensation may form on the outside of the glass which will run down onto the windows of the unit located below.

During the heating season aim the HVAC louvers to direct warm air toward the windows to reduce frost build-up on the windows in very cold weather or when using a humidifier. If frost or condensation builds up on the windows, later melting may cause water to puddle on the HVAC top or run down the interior walls and damage your carpeting/flooring and possibly the unit located below.

Top View of HVAC Louvered Area



The J/K Association changes HVAC air filters within all units free of charge, twice a year in Spring and Fall. Changing your filters provides better air flow and therefore better heat and air conditioning within your unit. A schedule of unit visits in each tier is posted when filters are due to be changed.



Documentation by G. Kollar

#### Check Your Drip Pans! (For both original McQuay units and for newer Trane units)

It is the responsibility of all residents to check their HVAC system drip pans, particularly during the warm weather season and especially during humid periods.

It is not uncommon for HVAC drains to become clogged and overflow, particularly when the humidity is high. A clogged drain will result in a flood in your unit, and may also cause damage to the unit below.

What should you do? Periodically throughout the year (frequently during humid periods), open the access door opposite the fan control side on your HVAC system cover. (See diagram below.) About a foot below the cover opening, you will see the drip pan with a plastic container or mesh-covered bar which contains chemicals to dissolve mineral deposits and keep the drain clear.

If you see water overflowing (use a flashlight if you need to) and can't clear the drip pan opening into the drain pipe to allow the water to drain, call the Management Office immediately. If you discover the water after-hours or on weekends, don't wait. Let the doorman know immediately. Also call if you suspect a leak that may be a problem with the HVAC unit in general.

It is also a good practice to routinely check flooring or carpeting around the HVAC system; report any damp spots immediately. Alarms are available through the Management Office that can detect a leak or overflow.

#### How the HVAC works

Depending on the season, hot or cold water circulates through the HVAC unit, heating or cooling the radiator fins. The temperature of the water is regulated by thermostats located throughout the building.

The HVAC fans draw room air from the floor up and through the filter and across the radiator fins and out the top louvers. This warms or cools the unit air. A resident controls heating (or cooling) by the speed of the HVAC fan. The higher the fan speed, the warmer (or cooler) the unit will become, depending on the season.

In the cooling season, humidity is removed from room air as the air's water vapor condenses on the cooled fins, drips onto the tray below, and flows into the drip pan and finally out the drain pipe.

Air Flow