

The James/Kilmer Condominium Association

Reference Guide

Including Rules and Regulations

May 1, 2003 new format publication date

This publication pulls together all of the current rules and guidelines that have been approved by the James/Kilmer Board of Directors in compliance with the procedures outlined in the James/Kilmer Declarations. This booklet replaces the "Green book" and previously distributed loose-leaf documents.

The "Green book" was distributed to owners in December 1992. In 1998 - 2000, a number of rules were revised, approved and distributed in an 8-1/2 x 11 loose page format.

The language, information and content are identical to both previously distributed publications, but the typeface and page layouts have been adjusted for readability when combined into this new format.

This is a temporary publication and will go through modification to bring its contents completely up-to-date by year end 2003. At that time the new publication will be distributed to ALL Owners/residents and all previous publications will be null and void.

Unless otherwise noted, all rules were adopted in 1992.

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Forward

PLEASE READ CAREFULLY

THIS GUIDEBOOK IS PROVIDED TO YOU FOR INFORMATION PURPOSES ONLY AND FOR A STATEMENT OF THE RULES AND REGULATIONS OF THE CARL SANDBURG VILLAGE CONDOMINIUM ASSOCIATION NO. 7, WHICH RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AS PROVIDED IN THE "DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS." IN THE EVENT THAT ANY PROVISION OF THIS GUIDEBOOK CONFLICTS WITH OR IS OTHERWISE CONTRARY TO THE PROVISIONS OF THE ABOVE REFERENCED DECLARATION, THEN THE TERMS AND PROVISIONS OF SUCH DECLARATION SHALL GOVERN AND CONTROL.

Definitions

THE ASSOCIATION

The condominium association consisting of all unit owners of the James and Kilmer buildings legally known as Carl Sandburg Village Condominium Association No. 7. The Association is also known as the James/Kilmer Condominium Association.

BOARD

The Board of Directors of the Association, Also see *James/Kilmer Condominium Association, page 6.*

DECLARATION

Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Carl Sandburg village Condominium Association no. 7 (including two amendments). Also see *James/Kilmer Condominium Association, page 5.*

HOMEOWNERS' ASSOCIATION

Sandburg Village Condominium Homeowners' Association. All unit owners in the Association are automatically members in the Homeowners Association along with all unit owners in the other Six Sandburg Village condominium associations. Also see *Sandburg Village, page 7.*

MANAGEMENT

The day to day management of the Association is the responsibility of the Property Manger. The Property Manager is located in the Management Office which is on the first floor of the James House. Also see *James/Kilmer Condominium Association, page 6.*

RESIDENTS AND/OR OWNERS

Unless specifically stated, the terms "residents" as used throughout these Rules is meant to include owners. However, the term "owners" does not necessarily include non-owner residents.

RULES

The James/Kilmer Condominium Association this Reference Guidebook & General Information (i.e. this booklet).

James/Kilmer Condominium Association

[Approved on June 15, 1999]

Overview and history

James House is a 43-story high-rise structure with 520 residential units. Although the address is 1560 North Sandburg Terrace, its main entrance is on Germania Place and its service entrance faces LaSalle Street.

Kilmer House is a 6-story mid-rise structure with 96 residential units. Although its address is 1555 North Sandburg Terrace, Kilmer's main entrance faces Clark Street and its service entrance is on Sandburg's terrace level.

The two buildings share services and mechanical systems and are connected at the basement level through the garage. Construction of James and Kilmer was completed in 1971. At that time, the buildings were rental units. During 1980, they were converted to condominium units. At the time of conversion, the number and size of the units were as follows:

	120 James House	1 Kilmer House
Studio		
1-bedroom	242	50
2-bedroom	155	21
3-bedroom	2	12
4-bedroom	1	2
	<i>520 total</i>	<i>96 total</i>

Conversion

Carl Sandburg Village Condominium Association No. 7 was incorporated on May 23, 1980, as an Illinois not-for-profit corporation. It began operating on October 2, 1980. Subsequently, the Board of Directors formally adopted the name, James/Kilmer Condominium Association. With 616 voting units, it is the largest of the seven condominium associations that comprise the Carl Sandburg Village Homeowners' Association. [See "Sandburg Village" section.]

Declaration

The governing document of the James/Kilmer Condominium Association is Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Carl Sandburg Village Condominium Association No. 7.

There have been two amendments to the Declaration. The document numbers and dates recorded in the Cook County Recorder's Office are as follows:

- Declaration (Document Number 25382049) March 5, 1980
- 1st Amendment (Document Number 25471294) May 30, 1980
- 2nd Amendment (Document Number 25499280) June 27, 1980

Copies of the Declaration and Amendments are available upon request from the Management Office for a fee that covers copying costs, or they can be reviewed in the Management Office. Certified copies may be obtained through the Cook County Recorder's Office, which may charge a fee for this service.

The annual meeting

The Association's annual meeting is held on or about the second Tuesday in November for the purpose of electing the Board of Directors. The annual meeting requires the attendance—either in person or by proxy—of 25% of the unit owners in order to have a quorum to elect Directors.

James/Kilmer Condominium Association *continued*

Board of Directors and organization

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 Directors are up for election each year. The Directors elect the officers from among themselves. 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.

Meetings

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 from the Management Office.

Management

The Board contracts with a professional condominium management firm to provide services for the Association such as budget and planning guidance, contract negotiations, financial administration, management of day-to-day operations, owner relations, and staff management and supervision.

Management Office

The Association's on-site property manager and staff are located in the Management Office, which is in James House. Office hours are Monday through Friday, from 9:00 a.m. to 6:00 p.m.

Budget

Each year the Board is required to prepare a budget for the operation of the Association for the next calendar year. The budget determines the monthly assessments charged to each unit owner. During late summer and early fall, the Board's Finance Committee holds budget meetings, which unit owners are encouraged to attend. The resulting proposed budget is distributed to owners for review before being adopted by the Board. Copies of the budget are available to unit owners from the Management Office.

Annual audit

The Association employs a certified public accounting firm to audit the financial statements of the Association as of December 31 of each year. Copies of the auditor's report are sent to each unit owner and are also available to unit owners from the Management Office.

Sandburg Village

[Approved on June 15, 1999]

Overview Homeowners' Association (HOA)

The Carl Sandburg Village Homeowners' Association—commonly referred to as HOA or the Homeowners' Association—is responsible for the maintenance of the Village's common areas. HOA's responsibilities include such items as landscaping, snow removal, security, and Village signage. HOA maintains and operates the Village swimming pools, tennis courts, and two hospitality rooms. HOA also manages the leased commercial space located on the terrace level in the 1300 and 1400 blocks. Members of HOA are the owners of the 2,610 units in the following seven condominium associations:

Association 1—Cummings and Dickinson (567 units)

Association 2—Alcott and Bryant (567 units)

Association 3—Townhouses (60 units)

Eliot (324 units)

Faulkner (224 units)

Lowell (252 units)

Association 7—James and Kilmer (616 units)

HOA's expenses are paid for by assessments of each association, which are passed on to the individual unit owners.

Each association appoints representatives to serve on the HOA Board of Directors, which sets policy and oversees the finances and operation of the Association. The Board meetings, which are open to all unit owners, are usually held on a monthly basis. The HOA Board contracts with a professional management firm to provide management services. The HOA Management Office is located in Dickinson House, 1355 North Sandburg Terrace, Suite 103, and the phone number is (312) 787-5700.

Declaration

The governing documents of the Homeowners' Association are Declaration of Covenants, Conditions, Restrictions and Easements and By-Laws of Sandburg Village Homeowners' Association. Copies are available from the HOA Management Office for a fee that covers copying.

Swimming pools

The Village has two large swimming pools, which are operated during the summer months for pool members and their paid guests. The South Pool is located on the terrace level of the 1200 block of Sandburg Terrace next to Eliot House. The North Pool is located on the terrace level of the 1500 block next to Kilmer House and James House. Each pool has dressing room facilities. Cabanas are available for season rental. For annual membership rates and other pool information, contact the HOA Management Office.

Tennis courts

The Sandburg Village tennis courts are operated from late spring through early fall for tennis club members and their paid guests. The courts are located on the roof of the Faulkner House garage at 70 West Burton Place. For annual membership rates and other tennis court information, contact the HOA Management Office.

Hospitality rooms

Two hospitality rooms are available for rent to all Sandburg Village residents. These party/meeting rooms are operated by HOA and are located in Eliot House and Alcott House. For rental rates and other information on the hospitality rooms, contact the HOA Management Office.

Advertisements & Solicitations

Advertisements, signs, solicitations or notices relating to any business, professional or other activities may not be placed in the lobbies or hallways or distributed door-to-door. (Also see Condo Units for Rent or Sale and Bulletin Boards sections.)

Soliciting and Peddling within the building is prohibited.

The Property Manager has the right to restrict or prohibit any vendor from entering the building who does not comply with the Rules.

Appliances & Plumbing

This section has been rewritten into the 1999 Rule on Remodeling, decor and appliances - Page 35 of this Publication.

Assessments

Monthly maintenance assessments are due and payable on the first day of the month. For the assessment of late charges, see *Delinquencies: Assessments & User Charges*.

Balconies and patios

[Approved on June 15, 1999]

Overview

Balconies and patios are limited common elements and **may not be enclosed or altered in any way**.

Residents are expected to be considerate of their neighbors regarding any outdoor activities on balconies and patios, such as cooking, entertaining, and playing of music.

1. Neither the Board nor the Association is 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.
2. If any item falls from a balcony, whether intentionally or not, whether thrown, blown off, or otherwise, and if the balcony is identified and a complaint is filed with Management, in addition to all remedies available under the Declaration, the owner of the unit having access to that balcony is subject to fine. Neither the Board nor the Association is responsible for injury to persons or damage to property caused by the fall of such item.

Restrictions

3. No awnings or other projections may be attached to the outside walls of the building; and no blinds, shades, or storm doors may be attached to the outside perimeter of any unit.

Balconies and patios *continued*

4. No signs, placards, decorative wall hangings, or such may be exhibited, affixed, or exposed on any part of the outside of any unit.
5. Painting, paneling, mirroring, or covering the outside of any unit with any material is prohibited.
6. Drilling holes into any part of a balcony or patio—floor, ceiling, walls, window frames, or railings—is strictly prohibited, as is the application of any adhesive.
7. Balcony floors may not be covered with carpeting, tile, wooden decks, stone, paint or any other material.
8. All items on a balcony must be **inside** the railings. In other words, no item may be placed on the narrow part of the balcony floor on the outer side of the railing, and no item may be hooked over the railing so it hangs on the outside.
9. Because furniture, flower pots, and like objects can accidentally be blown off balconies, residents must take steps to secure such objects.

Balcony and patio activities

10. Under no circumstances are pets allowed to relieve themselves on balconies or patios.
11. Rugs, linens, clothing, blankets, mops and other similar articles may not be hung or shaken from any window, door, or balcony.
12. Water—used for such things as plants or washing balcony furnishings—must not be allowed to flow over the edge of a balcony.
13. Televisions, audio equipment, and musical instruments played on balconies and patios must be kept at a reasonable volume level so that neighbors are not disturbed.
14. The use of firecrackers and fireworks is forbidden.
15. Cigarette butts are severe fire hazards and must never be thrown from balconies.
16. Cooking on balconies and patios must be done in covered grills to prevent smoke and fire. Any grilling must be attended at all times by a responsible occupant of the unit.
17. Charcoal or ash may not be thrown off the balcony.
18. Charcoal or other cooking fuel may be deposited in the building trash chutes only after being completely extinguished. It must be allowed to cool for 24 hours, then wetted and wrapped before being placed in the trash chute.

Kilmer west patios

19. 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.
20. All appropriate James/Kilmer rules above apply to Kilmer west patios.

Bicycles

[Approved on June 15, 1999]

On the premises

1. Bicycles may be stored in individual units, personal storage lockers, or the designated bicycle rooms.
2. Bicycles may be brought into the buildings only through the service entrances and can be transported up and down only on the service elevators.
3. Bicycles may never be parked or stored in the buildings' common areas such as hallways, lobbies, or the aisles of storage locker rooms.
4. Bicycles may not be chained or attached to any stationary object on Association property or parked except in those areas provided for that purpose. There is a bicycle rack between the James and Kilmer buildings on the terrace level near the entrance to the pool.
5. Any bicycle illegally stored, attached, or parked will be removed at the owner's expense, including the expense for cut chains and locks.

Bicycle rooms, registration

6. Residents may obtain a space in one of the bicycle rooms by registering and paying an annual fee in the J/K Management Office. Those registered will receive key access to the bicycle room and a sticker, which they must display on their bicycle. Registration applies to the storage space in the bicycle rooms—it does not apply to bicycles that are stored in places other than the bicycle rooms.
7. When the bicycle rooms are full, names will be put on a waiting list.
8. Management will conduct an annual bicycle registration in April of each year. The Board sets the annual registration fee.
9. For security purposes, the bicycle rooms are double locked between 11:00 p.m. and 6:00 a.m. If access is required between those hours, security should be contacted.
10. Neither the Board nor the Association is responsible for any theft, loss, or damage to bicycles stored or located on James/Kilmer property, whether or not due to negligence.

Board Meetings & Directors Budget & Financial Statements

These sections have been rewritten into the 1999 James/Kilmer Condominium Association - Page 5/6 of this Publication.

Bulletin Boards

The Bulletin Boards near the mail boxes and elevators are used solely for information from the Property Manager and the Board.

The Bulletin Boards in the laundry rooms are for residents' notices. All notices should be on standardized forms available in the Management office. The property manager will be the only person to post and remove notices on the bulletin boards. Residents are also prohibited from posting or placing any signs, notices, flyers, etc. in the elevators, lobbies or corridors, etc.

Business Activities

Per Declaration 7.01(k) & (m), no industry, business, trade or profession of any kind for profit, not-for-profit or otherwise shall be conducted, maintained or permitted in any unit, with the following exception.

Residents may:

- Maintain personal professional libraries
- Maintain personal business or professional records or accounts
- Handle personal, business, or professional telephone calls and correspondence.

Ceilings

This section has been rewritten into the 1999 Rule on Remodeling, decor and appliances - Page 35 of this Publication.

Children's Playground

An outdoor playground for children of residents is located at the north-west corner of Clark and Goethe Streets. It is owned and managed by the HOA. To register and obtain a key, contact the HOA management office.

Christmas Trees

Before you bring your tree inside, trim all excess branches by the garbage area.

Trees must be brought in through the rear service area and via the freight elevators. Trees are not allowed in the front lobby or passenger elevators.

Do not store trees outside your unit or on the balconies at any time.

Do not leave trees in the trash chute room and do not attempt to place them down the chute. When you are ready to dispose of your tree, please call the Management office, or security if the management office is not open, and maintenance will remove it for you at no charge.

A supplement titled Safety Tips for the Holiday Season is available in the management office. It covers safety tips such as: keeping the tree away from heat; the proper tree stand to be used to keep the tree from falling over; the use of safe lights; child safety, etc.

Common Areas

Common areas include, but are not limited to, the following: lobbies, elevators, stairwells, hallways, corridors, hospitality room, roof deck, storage locker rooms, bike rooms, garage, driveways, etc. (Declaration 1 .06)

1. Bicycles, Carriages, Carts

No baby carriages, strollers, shopping carts, bicycles, tricycles, etc. may be left in the lobbies, hallways or other common areas (with exception for items being stored within a personal storage locker or a bike room). Bicycles and tricycles are not permitted in the front lobbies at any time and must be taken upstairs and downstairs in the freight elevators.

2. Children

Children should not loiter or play in any common area. There shall be no bicycling, skateboarding, roller skating, ball playing or other playing in the garage, driveways, rear service areas, mall areas, etc. (Also, see I Garage & Driveway Parking sections.) Children under the age of six should not use elevators without being accompanied by an adult.

3. Dress

All residents, residents' family members and guests must use reasonable discretion in their attire while in the common areas of the buildings.

Residents and guests using the elevators to get to and from the swimming pool and sundeck should wear appropriate attire including footwear.

4. Eating, Drinking, Smoking, Loitering

There shall be no eating, drinking, smoking or loitering in the lobbies, hallways or elevators.

5. Hallway Doors

Apartment doors should be kept closed when not in use. They should not be propped open due to the following reasons:

A. A fire in your unit may spread too quickly into the hallway which defeats the purpose of having all doors equipped with self-closing mechanisms. City of Chicago Code requires each door to be equipped with a self-closing mechanism.

B. Noise from your unit carries more rapidly to other units.

C. Open doors increase the security risk to your self and your property.

If the purpose of keeping your door open is to increase air ventilation, see Construction section, item 2, regarding the removal of any rubber-type door strips you may have attached to your door.

6. Items In Hallways

No garbage cans, supplies, galoshes, rubbers, shoes, doormats, umbrellas or any other articles (except for daily delivery of newspapers) shall be placed in the hallways or on the stairwell landings.

Common Areas *continued*

7. Maintenance & Equipment Rooms

No resident is allowed in any of the maintenance rooms, equipment rooms, trash rooms (except those on each residential floor), gondola room, pump room, or receiving room.

8. Pets

Pets are not allowed in any common area except the hallways, freight elevators, stairwells and rear entrance to the building (i.e. the areas necessary to transport the pet to the outside).

Pets are not permitted in the hallways, garage or other common areas unless accompanied by the resident and are on their way in or out of the building. When in the common areas, animals must be carried or on a leash. (Also see Pet section.)

9. Liability

NEITHER THE BOARD NOR THE ASSOCIATION IS RESPONSIBLE FOR ANY THEFT, LOSS OR DAMAGE TO ANY ITEM OF PERSONAL PROPERTY PLACED OR STORED IN THE COMMON AREAS, WHETHER OR NOT DUE TO NEGLIGENCE.

Condominium Units for Rent or Sale

James/Kilmer residents may prepare notices for rent or sale for the property manager to place on the bulletin boards. The Property Manager has the right to determine the appropriateness of any notice. Notices are not to be placed in the hallways, under individual doors or in any other common area.

OPEN HOUSES ARE STRICTLY PROHIBITED.

Construction, Decorating, Remodeling

This section has been rewritten into the 1999 Rule on Remodeling, decor and appliances - Page 35 of this Publication.

Declarations

These sections have been rewritten into the 1999 James/Kilmer Condominium Association - Page 5/6 of this Publication.

Delinquencies: Assessments & User Charges

The Association maintains a strict policy to enforce collection of assessment and user charges. This policy is described below. (Also see Declaration Article X.)

1. Late Charge

Assessments are due and payable on the first day of every month. Any assessment not received by the lock-box of the Bank by the tenth calendar day of the month or the first business day after the

Delinquencies: Assessments & User Charges *continued*

tenth if the tenth is a Saturday, Sunday or Legal Holiday, will be assessed a late charge which is determined by the Board. A late charge will be assessed for each month that total assessments due are not received by the tenth calendar day of that month.

2. 30-Day Notice From the Board

If the delinquent assessment, user charges and/or late charges have not been paid by the 10th calendar day, the Board may authorize the Property Manager of the Association's Attorney to send to the owner a 30-day Notice of Default.

3. Acceleration of Assessments

If the owner has not paid the amounts due within 30 days from the above Notice of Default, the Board may accelerate the payment of total monthly assessments for the balance of the year, per Declaration 10.04. (This means that all future assessments due through the end of the current calendar year are to be paid in advance immediately.) The Board may waive this acceleration if the owner pays all amounts due including monthly and special assessments, late charges, interest and collection expenses. However, the owner may be required to deposit with the Association an amount equal to four times the amount of his monthly assessment for the budget year in which the acceleration occurs. This deposit will be retained by the Association for six months. At the end of six months, if the owner has paid all assessments and other charges on a timely basis, the deposit will be returned to the owner without interest.

4. Foreclosure & Other Legal Action

The Board will take whatever legal action it deems necessary including foreclosure proceedings to collect delinquent amounts.

5. Interest on Assessments

Interest may be charged on all amounts due, including accelerated assessments, beginning with the 10th calendar day of the second month following the month for which the earliest assessment has not been paid. The interest rate is the lesser of:

The prime lending rate charged by the The First National Bank of Chicago to its favored customers for unsecured loans on the business day closest to the 10th day of the second month described immediately above or the highest rate of interests permitted by law.

6. Collection Expenses with Interest

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. Interest at the rate of eight percent (8%) per annum will be incurred until expenses and damages are fully paid.

7. Denial of Services & Garage Space

For residents and owners with delinquent accounts:

A. All service other than emergency service will be denied. Emergency service is defined as electrical, plumbing and water leakage problems; and

B. Management has the right to cancel the delinquent person's garage contract. Upon subsequent payment of all amounts due, said person will then be placed on the waiting list to receive another garage space.

Elevators

The Smoking of cigarettes, cigars, pipes, etc. in elevators is prohibited by City Ordinance.

Elevators must not be unduly delayed. Children under the age of six should not use the elevators without being accompanied by an adult.

No notices, signs or any advertisements whatsoever shall be placed in the elevators.

Any person found defacing the elevators will be charged with property destruction and will be liable for any repairs.

Residents and guests using the elevators to go to and from the swimming pool and sundeck should wear appropriate attire, including footwear.

The following items may not be transported on the PASSENGER ELEVATORS.

- Bicycles & Tricycles
- Christmas Trees
- Furniture
- Large or heavy objects
- Pets
- Trades people delivering groceries or other items

Also, see Moving In & out section regarding the use of freight elevators.

Everyone is strongly urged to cooperate in an effort to keep the elevators as clean as possible. There should be no littering at any time in any of the elevators.

Enforcement of Rules & Regulations

1. Filing a complaint

Any person aware of or believing a violation of the Association's Declaration or items contained in this Reference Guidebook has been committed may fill out a Violation Complaint form which is available in the Management Office. Complaints must be submitted information in writing and shall include the following:

- A. Violator's unit (unit owner's) name and unit number
- B. Specific details or description of the violation, including date, time and location where the violation occurred.
- C. Signature and address of the complaining witness and
- D. Date on which the complaint is made.

In addition, the Association recommends that photographs be taken which show the violation. Any such photographs should be attached to the complaint form or forwarded to the Property Manager as

Enforcement of Rules & Regulations *continued*

soon as possible. The photographer's name and the date on which the photographs were taken should be written on the back of the photos.

2. Notices and charges to violators

If a resident or owner violates or is otherwise liable for a violation of the Declaration and/or this Reference Guidebook of the Association, the following shall occur: (It should be noted that owners will be liable for and subject to the following for any violations committed by their tenants.)

- A. Upon a **first violation**, the owner shall be notified by the Property Manager. If found to be guilty of the violation following a hearing (as described in #3 below) the owner shall pay a "first violation charge" as determined by the Board. This charge is for the time and expenses involved in the enforcement process and is not a fine. On a first violation, the Board may elect to waive this charge.
- B. Upon a **second or continuing violation**, the owner shall be notified by the Property Manager or, if the Board so elects, by the Association's attorney. The attorney shall make the demands deemed necessary to protect the Association's interest in the event of litigation. If found to be guilty of the violation a hearing (as described in #3 below) the owner shall pay a "subsequent violation charge" as determined by the Board. This charge is for the time and expenses involved in the enforcement process. The owner will also be charged for **any legal fees** which were incurred by the Association as a result of the violation.
- C. Upon **further or continuing violations**, the Board may elect to send subsequent notices of violation or forward the matter to the Association's attorney for appropriate legal action. The owner will be charged for "subsequent violation charges" and **all legal fees and costs** incurred.
- D. Any notification from the Association or its attorneys may contain **such demands** as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration and/or Rules.
- E. In the event a violation has resulted in damage to any common property or in a structural, mechanical or architectural control violation, the owner will be given two "notices of violation" to correct the violation or damage. If it is not corrected within seven (7) days after a determination of liability has been made by the Board on second violation, the Association will proceed to have the violation corrected, and the owner will be assessed for the full cost of labor and materials required.

In addition to the foregoing assessment, and in order to encourage owners to correct violations at their own time and expense, the Association will assess any owner who forces the Association to correct the violation with an additional administrative charge to recover indirect cost, referred to as a "corrective violation charge" as determined by the Board.

- F. Any owner so assessed with a charge shall **pay any amounts assessed within thirty (30) days** of notification that such charges are due. Failure to make the payment in this time shall subject the owner to responsibility for all of the legal or equitable remedies necessary for the collection thereof.
- G. The remedies hereunder are not exclusive, and the Board may take any action provided by law, in equity, the Declaration, or in this Reference Guidebook of the Association to prevent or eliminate violations thereof.

Enforcement of Rules & Regulations *continued*

3. Hearings

If any owner feels that he has been wrongfully or unjustly charged with a violation hereunder, he must proceed as follows.

- A. Within thirty (30) days after the owner is notified pursuant to paragraphs 1. or 2. of the preceding section, the owner shall submit, in writing, a protest to the Board stating the reasons the owner feels he has not committed a violation or shall request a hearing concerning the violation.
- B. Should no protest be filed within thirty (30) days, a hearing will be considered waived, and the allegations in the notice of violation shall be deemed admitted. Should a protest or request for a hearing be filed, a hearing on the matter shall be held before the Board at a regularly scheduled Board meeting not later than ninety (90) days after receipt of the written protest.
- C. At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violations. Following a hearing and due consideration, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be final **and binding by the owner**.
- D. Payment of charges made under this policy shall not become due until the Board has completed its determination and sent a "Notice of Determination by the Board" to the owner. However, other legal or equitable remedies may be pursued by the Board during this time.
- E. Notices are deemed given when deposited in the United States Mail, postage prepaid, to the owner at the unit address or to such other address as the owner shall have previously filed with the Board.

Fire in the building

[Approved on April 18, 2000]

Information on the buildings' construction

The James and Kilmer buildings are constructed of fire resistant materials. The walls that divide units are firewalls, which mean that fire usually will not travel from one unit to another.

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 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.

City fire ordinances

The city of Chicago requires that every unit must have at least one **smoke detector** per bedroom. Smoke detectors should be placed in the hallways near bedroom doors or as instructed by the manufacturer. Batteries should be checked three or four times a year.

Fire in the building *continued*

Another ordinance requires that each **unit entry door** be equipped with a self-closing mechanism as a fire protection device. The mechanism must not be disconnected.

Fire extinguishers

To control small fires, residents are encouraged to purchase a multi-purpose fire extinguisher for the home. These are available in most hardware stores and are labeled the ABC type. They are usable on oil, grease, gasoline, electrical, wood, cloth, paper, rubber and most plastic fires. Water should not be used, since water can cause certain types of fires to spread.

Chicago Fire Department

The following procedures for James/Kilmer residents are adapted from the City of Chicago's publication, "What to do in case of a fire in your high rise apartment building," copies of which are available in the Management Office.

What to do when there is a fire in your unit

1. **Call 911** (Fire Department) and tell them the building address, the floor, and the unit number.
2. Leave your unit without further delay. Be sure to close the door behind you to prevent the fire from spreading into the corridor. Leave the door unlocked for the Fire Department.
3. Alert residents of other units on your floor; then if you can, alert residents above you.
4. Use the nearest stairwell and go to the first floor. Do not use the elevators.
5. Make sure the fire has been reported to the doorman's station or the Management Office.

What to do when you notice smoke or fire in the building

1. **Call 911** (Fire Department) and tell them the building address, the floor, and the unit number. Never assume that someone else has called.
2. Call the doorman's station or, if during office hours, the Management Office.
3. Before trying to leave your unit, place your hand on the door, palm down. If the door feels warm to the touch within five seconds, do not open it as this indicates the presence of a dangerous fire condition in the corridor. **Remain in your unit.**
4. 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.**
5. If you feel conditions are safe and the corridor can be used, alert everyone on your floor and proceed to the nearest stairway. Be sure to close your door and the stairwell door behind you. Do not use the elevators.
6. 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.

Fire in the building *continued*

7. **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 doorman and be given to the fire fighters. You should remain in your unit; the fire fighters will make the necessary emergency rescues.
8. **If you remain in your unit**, take the following precautions: Seal cracks around the door with wet towels or duct tape. Seal bathroom and kitchen air vents if smoke is entering there. Open a window or balcony door, unless smoke is drifting in. If there is smoke in the unit, remain close to the floor. Try to be calm.

FNMA Mortgage Loans

During 1987, the James/Kilmer Association was approved by the Federal National Mortgage Association (FNMA). Consequently, any borrower may seek to obtain FNMA status for a mortgage loan on James/Kilmer condominiums. The advantage of FNMA status is that it facilitates access to additional credit sources and perhaps at a reduced rate of interest. For assistance in filling out the appropriate forms, please contact the Management office.

Garage & Driveway Parking

1. Garage

The James/Kilmer garage is a heated, self-park, 24-hour, attended garage. Application forms for space may be obtained through garage personnel. Sometimes the demand for space exceeds the supply. If this is the case, your name will be placed on the waiting list.

When there is a **waiting list**, parking spaces are assigned in the following order of priority.

- (1) Resident owners
- (2) Resident

Within each priority group, spaces are assigned on a first-come, first-served basis.

A space does not transfer with the sale of a unit.

Cancellations: When canceling your space, thirty (30) days' notice is required. A garage space may also be canceled by Management if an owner is over one month delinquent in payment of assessment, user charges or later fees, or violates other provisions of the Reference Guidebook.

Space permitting, **Valet guest parking** is available at an hourly fee if space is available. Residents may purchase guest parking coupons at a discounted rate for their guests only from the Management Office.

On a space available basis, the garage also offers parking for non-residents, for a fixed monthly fee. For more information, contact the garage manager.

Car washing: For a monthly fee (which will appear on your monthly garage billing statement), the garage personnel will wash your car on a weekly basis. If you desire a car wash less frequently, you may purchase individual car wash coupons from the Management Office.

Garage & Driveway Parking *continued*

If you desire to wash your own car, the washing stall is available to garage patrons from 7:00 a.m. to 7:00 p.m. for 45 minute intervals. Do not dry your car in the stall if someone else is waiting.

Except 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 personnel in writing for a loaner car pass.

NEITHER THE BOARD NOT THE ASSOCIATION IS RESPONSIBLE OR LIABLE FOR PERSONAL PROPERTY **DAMAGED OR STOLEN** FROM ANY VEHICLE PARKED IN THE GARAGE. INCLUDING BUT NOT LIMITED TO, TELEPHONES, CB RADIOS, ANTENNAS, TAPE DECKS, CT.

To control roach and rodent problems, **poisonous substances** are periodically placed around the garage. This requires caution when bringing small children and pets into the garage area.

Playing, bicycling, skateboarding, etc., in the garage area is prohibited.

The walking of pets in the garage area is prohibited.

Residents are asked to **report any violation of the above** to the Management Office.

2. Driveway Parking

Vehicles are not permitted to be parked in the driveways around the building. vehicles are allowed to stop only to pick-up or drop off passengers or to unload parcels. A driver must be present. Illegally parked cars will be towed at the owner's expense. The wheelchair access ramp must never be obstructed.

The rear service area and ramp are to be used only for delivery and pick-up. Vehicles will be allowed temporary parking in the rear service area for delivery and/or pick-up. Then parking during weekdays, while the Receiving Room is open, please follow the procedures as posted.

No bicycling, skateboarding, roller skating, ball playing, other playing or loitering is permitted in the driveways or on any other James/Kilmer property.

Guests

Owners and residents will be held responsible for the actions and conduct of their guests, who must comply with the Reference Guidebook and Declaration of the Association.

Hospitality Rooms

There are three hospitality rooms available to James/Kilmer residents. Two hospitality rooms are owned and operated by HOA and are located in the Eliot Building and in the Alcott Building. These rooms are available to all Sandburg Village residents. For information, contact the HOA management office.

The James/Kilmer hospitality room is located on the top (44th) floor of the James Building. It is available only to owners and residents of James and Kilmer. The following are rules governing the use of the James/Kilmer hospitality room.

1. Reservation requests are to be made in writing to the Management Office. A release of liability form must be completed, signed and accompanied by a security deposit. Last minute reservations are subject to availability of the room and completion of all requirements.
2. The rental charge must be paid within five days after the reservation has been made and/or five days prior to the date reserved.
3. A James/Kilmer security guard is required for all groups over 50 people. Two security guards are required for all groups of over 80 people. The security guard charge is to be paid in advance at the Management Office. If the event is longer than eight hours, an additional hourly security guard charge is required which will be billed to the host or taken from the security deposit.
4. For security purposes, an alphabetized guest list must be provided to the Management Office at least one week before the reserved date. Without a guest list, the room reservation will be canceled and fees returned. Only those persons whose names appear on the list will be admitted into the building.
5. A resident may use the hospitality room for a political or other function which is open only to residents of James/Kilmer, subject to Management approval. In this case, no guest List is required.
6. If guests may want to park in the garage, the host must inform the garage operator at least one week before the event. At this time indicate the date of the function, the expected arrival time, the anticipated number of cars and the expected time of departure. Guests should be informed that the garage can only accommodate a relatively small number of guest cars at any one time and that a guest parking fee will be charged.

DO NOT GUARANTEE A GUEST THAT THEY WILL BE ABLE TO PARK IN THE GARAGE.

7. The building provides tables, chairs and complete kitchen facilities. The host is responsible for all items in the Hospitality Room. After the event, the Property Manager will provide the host with a statement indicating cleaning charges and repair or replacement charges, if any. Charges and rates are at the Property Manager's discretion. The host shall immediately pay the full amount of the charges. If the charges are not paid in full, the security deposit will be applied towards the charges.
8. All deliveries to the hospitality room must be made by the freight elevators or receiving room.
9. Host shall not permit more than 120 persons to be on the guest list.

Hospitality Rooms *continued*

10. The use of the room may not extend beyond 1:00 a.m. on Fridays, Saturdays and evenings preceding holidays, or 10:30 p.m. on Sunday through Thursday evenings.
11. No fees may be charged for anything including for admission, food or drinks. The hospitality room is for the private, social use of residents.
12. The sale of alcoholic beverages is strictly prohibited. They may be served but not sold.
13. Live music is not permitted. The volume from stereo equipment must be kept at reasonable levels. See Appendix VII.
14. Host shall not permit anything in the hospitality room that will disturb, annoy or interfere with the rights, comforts or conveniences of other residents or occupants of the building.
15. The host must be present throughout the duration of the event and is responsible for the actions, conduct and behavior of all guests while in the hospitality room as well as in the common areas of the building. Guests are to remain in the hospitality room or the resident's unit except when going to and from the hospitality room or when entering or leaving the building.
16. In the event, 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 use of the hospitality room, to prohibit resident from again using the hospitality room and to treat such failure as a default under the Declaration I.
17. Controlled substance other than prescription drugs are strictly prohibited at anytime in the Building. If an illegal controlled substance is discovered in the Hospitality Room, the party will be immediately terminated and NO FEES OR THE SECURITY DEPOSIT WILL BE REFUNDED.
18. NEITHER THE BOARD NOR THE ASSOCIATION IS RESPONSIBLE FOR ANY INJURY, LOSS, THEFT OR DAMAGE TO PERSONS OR PROPERTY IN THE HOSPITALITY ROOM, WHETHER OR NOT DUE TO NEGLIGENCE.

Insurance

Each unit owner/resident is responsible for his unit(s) insurance coverage. The Association maintains insurance coverage. The following is a general explanation of what the Association's Insurance policy covers and what you as a unit owner or resident should insure.

1. The Association's Policy Insures:

- A. The basic structural elements as defined in the Declaration consisting of the unfinished perimeter walls, floors and ceilings of the units, structural columns, pipes, ducts, flues, shafts, electrical wiring and conduit situated within each unit. (note: Decorating improvements including, but not limited to , wall coverings, floor coverings, paneling and fixtures **are not covered by the Association's insurance.**)
- B. Kitchen and bathroom cabinets and fixtures attached to walls at the time of conversion.
- C. The lobbies, common hallways, laundry rooms and other areas of the building serving more than one resident.
- D. Breakage of all windows where the breakage is not due to negligence.

Insurance *continued*

*** A Certificate of Insurance may be obtained through the office.**

2. Unit Owners Should Insure:

Anything not covered in 1. above. The following includes but is not limited to items which should be covered under your insurance.

- A. All additions, attachments to and improvements within your unit and to the limited common elements serving your unit, including decorating, painting and floor coverings.
- B. All appliances, cabinetry and individual heating and cooling equipment exclusively serving your unit.
- C. Plumbing and electrical fixtures, faucets, handles, vents, window screens and other equipment exclusively serving your unit.
- D. Personal property, such as furniture, clothing and other personal articles, located within your unit and in the storage areas.

Owners might also want to consider obtaining a personal liability policy in addition to the standard condominium policy. These are sometimes referred to as "excess" or "umbrella" personal policies.

Intercom/Telephone

The Association's computerized intercom system operates through your regular telephone. Each unit is assigned a code which appears on the building directories along with the resident's name. When visitors or deliveries arrive, the code is dialed on the building's intercom/telephone and the resident receives the call on his regular telephone. After confirming the visitor's identity, dial or press the number "5" for the James building and "6" for the Kilmer building on your telephone which releases the door lock from where the person is calling.

- A. You should state your apartment number since apartment numbers are not posted.
- B. Please instruct your visitor not to hang up until after the door lock is released.

Should a visitor be "unwelcome", simply inform the visitor of such and hang up. Never admit anyone whom you do not know or are not expecting.

You may view a person calling you from the building's master cable television system.

Please note that if you re on the telephone when a visitor is attempting to reach you, the visitor will receive a busy signal, unless you have **Call Waiting**.

Intercom time limit: All conversations are limited to less than one (1) minute. A "beep" warns that you have 20 seconds to complete your conversation before the line is automatically disconnected.

Laundry Rooms

There are two laundry rooms equipped with coin-operated washers and dryers, which are located on the second floor of James and the sixth floor of Kilmer. Residents are request to **keep the laundry room doors closed at all times**, for security purposes.

Persons using the facilities are responsible for the care and proper usage of the equipment. Instructions must be followed to avoid damage to the machines. When a machine malfunctions, please place an **out-of-order tag** on the machine (available in each laundry room). If possible, write the problem on the tag for the serviceman. If there are not tags, please call the Management office as soon as possible to alert them of the problem.

If you find **soap residue** on your clothing after rinsing, you may be using too much soap **OR** consider switching to a low sudsing liquid detergent.

Dyeing or tinting of fabrics is prohibited in both the washing machines and the open laundry tubs.

Consideration for others requires that users remove their belongings from the machines after the machine's cycle has been completed.

It is **NOT** advisable to leave laundry unattended.

NEITHER THE BOARD NOR THE ASSOCIATION IS RESPONSIBLE FOR ANY **THEFT, LOSS OR DAMAGE** TO PERSONAL PROPERTY LEFT UNATTENDED IN THE LAUNDRY ROOMS OR IN THE MACHINES, WHETHER OR NOT DUE TO NEGLIGENCE.

Leases of Units

All unit owners who do not reside in their unit, shall provide the Management Office with their permanent residence address and phone number where they may be reached in an emergency, both at home and at work. Any expenses incurred by the Board in locating a unit owner who fails to provide such information shall be assessed to that unit owner's account.

Unless otherwise provided by law, any unit owner who **fails to provide such information** shall be deemed to have waived the right to receive notices at any address other than the address of the unit; the Board shall not be liable for any loss, damage, injury or prejudice to the rights of said unit owner caused by any delays in receiving notice resulting therefrom.

No unit may be leased for **transient or hotel** purposes, or for less than one (1) year.

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 shall be in writing and shall provide that the tenant is bound by the Declaration and this Reference Guidebook of the Association. Failure of the tenant to comply with the Rules and Regulations of the Association, shall be a default under the lease.

The new **tenant must contact the Management Office** to receive a copy of this Reference Guidebook, reserve the freight elevator and provide the necessary tenant information. MANAGEMENT CAN ONLY ACCOMMODATED A TENANT UPON RECEIPT OF TENANT'S SIGNED LEASE.

In the event of **any violation** of the Declaration or this Reference Guidebook by a tenant, the Board, at its discretion, shall determine what action or actions are necessary against the unit owner. When the Board, at its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.

Leases of Units *continued*

Violation charges: All expenses of the Association, in connection with any violations under these rules, shall be assessed to the account of the unit owner.

Provisions herein which relate to the execution of **new leases** shall become effective upon the expiration of any lease which is currently in effect. Unit owners shall supply the Association with a signed copy of any new lease or renewal or extension of an existing lease within thirty (30) days of execution.

When moving out of the building, owners and tenants must provide the Management office with a forwarding address.

All tenants and selling owners should return all common area keys to either the owner or the purchaser.

Locks, Lock-outs & Keys

1. Locks

To change the lock on your apartment door, you may either use an outside lock service or contact the Management Office. If you need the lock changed immediately or at a designated time, you should probably use an outside lock service, since Management cannot guarantee service for a specific time.

Owners should provide the Management Office with keys for access to the apartment in case of emergency or other situation. If an owner does not provide keys, **NEITHER THE BOARD NOR THE ASSUMES ANY LIABILITY. THE OWNER IS RESPONSIBLE** for any damage done to the doorway or other property if the Association must gain entrance to the unit.

2. Lock-outs

If you lock yourself out during normal business hours, you may obtain a key to your unit from the receiving room. If you lock yourself out after business hours, contract the security office. A security guard will bring the key for your unit. There is a charge for the security guard service but not for the receiving room service. The charge will be included on your next monthly assessment statement.

3. Keys

You may purchase duplicate keys from the Management Office for your apartment door, mail box and building and common elements.

Maintenance & Requests

If maintenance work is needed in an individual unit, the owner may choose to use an outside contractor or he may use the building maintenance staff.

Following are procedures for using the building maintenance staff.

- A. Routine maintenance requests must be called into the Management Office during office hours.
- B. In the event of an emergency (toilets overflowing, leaking water, no heat, no water, etc.) during non-business hours, call security. Maintenance will be paged to respond to your call.
- C. There is a minimum charge for all service calls plus costs for materials if needed. The charges will appear on your next month's assessment statement.

Maintenance Done At No Charge

1. Exterminating

Exterminating services are provided FREE to residents. Please immediately notify the Management Office of any signs of roaches, bugs, etc. Bugs can come to your unit from other units and from paper bags and boxes you bring into your home. Please inspect these items carefully and try to throw out garbage and trash on a daily basis.

In an annual basis, Management arranges for exterminating services to be performed throughout the entire building.

2. Faucet Drips & Running Toilets

If your kitchen or bathroom sink or tub faucets are dripping, please call management. Maintenance will fix the drip at no charge. The same applies to running toilets. The purpose is to conserve on water usage since the Association pays for all water.

However, if you have replaced the standard building faucets or toilets, maintenance will be unable to repair these items.

Maintenance Which Should Be Done By Residents

Residents are responsible for maintenance of the items outlined below. If desired, the building maintenance staff can provide these services for the standard charges and costs.

1. Aerators

The kitchen and bathroom basin faucets contain an aerator which acts as a filter to trap collected sediment and soften the water stream from the faucet spout. To insure proper water flow, these aerators must be cleaned occasionally. To do this, unscrew the aerator from the faucet, clean it and screw it back on (hand tight).

Notes for those who haven't done this before: With your hand underneath the faucet, turn the aerator "clockwise" to unscrew it. If you need pliers to loosen it, put a thin cloth between the aerator and pliers to avoid scratching the aerator. You can purchase an aerator from Management or a hardware store.

Maintenance & Requests *continued*

2. Bathroom Drain Clogging

Most of the time, clogging is due to hair which can easily be cleaned out by the resident. In the bathroom sink, twist the metal stopper (counterclockwise about 1/8 turn) and pull up to remove it.

For the bathtub drain, first pullout the metal stopper. (Consider covering the drain with a wash cloth to avoid the screws falling into the drain.) Then unscrew the two screws on the plate which has the drain stopper lever. After removing the screws, pull up on the plate and you will see the entire mechanism come out. After cleaning, put the mechanism in and screw the plate mechanism back. Push the lever down (which is the closed drain position), then put the stopper back in. NEVER USE ANY TYPE OF PRODUCTS WHICH UNCLOGS DRAINS (I.E. LIQUID PLUMBER).

3. Closet Doors Off Track

There is a spring knob mechanism at the top of the standard metal doors in the units. If the top of the door comes off track, using your finger, hold the springed knob down and release it when moving the door back to the track. If a door repeatedly comes off track, adjust the knobs at the bottom of the door. When sitting inside the closet you will see how to raise and lower them with either a screwdriver or twisting by hand. Keep the plastic end-piece touching the metal base for smooth gliding.

4. Fuse boxes

Each unit has its own fuse box located in the front hall closet. Each resident is responsible for replacement fuses. The replacement fuse must be the same AMP, i.e. 15 vs. 20. Hardware stores and many drug stores and grocery stores carry fuses. If you desire, you may call Management to have the maintenance staff replace fuses for you for a fee.

5. Fire Extinguishers & Smoke Detectors

All residents are strongly encouraged to have a fire extinguisher in their unit. City ordinances require one or more smoke detectors for each unit. At least 3 to 4 times a year, test the batteries in the smoke detectors and look at the pressure gauge on the fire extinguisher. For more information, see previous section entitled *Fire in Building on page 17-19*.

6. Heat & Air Conditioning Units (HVAC)

A. The plastic louvers (white plastic vent pieces) should direct the air flow as follows:

In winter - *toward* the window

In summer - *away from* the window

New louvers may be purchased from the Management Office.

B. Never block the bottom area (near the floor) of the HVAC unit with furniture or other items. Leave adequate space for air circulation.

C. Underneath each HVAC unit is a long rectangular shaped metal mesh or cardboard filter. If not kept clean, the filters can't properly collect dust which then recirculates into your apartment and within the equipment. You should clean these filters at least twice a year, but preferably four or more times a year.

The filters are located on the bottom of the HVAC unit (about 5 inches above the floor). There are two small latches on the bottom of the HVAC cover about one foot from each end. Turn the latches and the filter should drop. The filter sits on a back ledge with the two latches holding up the front side.

Maintenance & Requests *continued*

Filters may be cleaned with a vacuum cleaner, water or a combination of soap and water. Be careful if cleaning them in a bathtub since the metal might scratch the porcelain finish. Consider placing a towel in the bathtub to prevent scratches.

- D. In late April and again in late June, you should check the HVAC drain pans. At the opposite end of the HVAC unit from the switch, use a flashlight and look down (about 12" below the top of the unit) to see a small metal tray (2Y2" wide by 8" long) with a hole in the middle. About 6" below that tray is another larger tray (6" by 6") with a hole in the middle which is attached to a drain pipe. Make sure the holes are open and are not blocked with any debris. If you have an appropriate attachment, use a vacuum cleaner to clean out the sludge-type build-up in the trays; otherwise, use your hand to clean out the trays. This is to avoid future blockage in the drain pipe. If you suspect that your drains are plugged, please call maintenance.

If your drainage is obstructed, there is a good chance that water could be or will be doing damage to your r carpeting or floor, or to your neighbor's ceiling, wall coverings, carpeting, flooring, etc. **IF THE CAUSE IS DUE TO BLOCKAGE IN YOUR DRAIN PANS, YOU Will BE RESPONSIBLE FOR ANY DAMAGE TO YOUR NEIGHBOR'S PROPERTY.**

7. HUMIDIFIERS & WINDOW ICE

Users of humidifiers should notice that in extremely cold weather ice will accumulate on the windows due to the increased humidity in the apartment. As the outside temperature warms, the ice formation will melt and develop water puddles on the window ledges and floors. This water may eventually soak down to the apartment below and cause considerable damage. To avoid this mishap, it is the responsibility of the resident to position towels to absorb the water. In addition, following are some suggestions to reduce condensation on windows.

- A. In extremely cold weather, leave your heater on a low setting when leaving your apartment.
- B. Leave your blinds/shades/drapes open during the day so any ice that has formed will be able to melt.
- C. Leave your humidifiers off when nobody is in the apartment.
- D. Position the white plastic louvers so heat is blowing toward the windows.

Management Office

The Management Office is located on the first floor near the service elevators of the James building. Office hours are Monday through Friday, 9:00 a.m. to 6:00 p.m. All matters concerning your unit or inquiries to the Board of Directors should be directed to the Property Manager or Assistant Property Managers. You may also contact the Property Manager through the suggestion boxes located near the mail boxes in each building.

Moving In And Moving Out

[Approved on April 18, 2000]

Scheduling a move

All moves in and out of James House and Kilmer House must be scheduled by the J/K Management Office. No moves will be scheduled for a Sunday. Unscheduled moves are considered as "illegal moves" and are subject to fine. The scheduling process includes the signing of a Move Agreement and, when appropriate, the payment of a transfer fee.

New **purchasers** of J/K units are required to contact the Management Office shortly after signing an agreement to purchase. At that time, they may schedule the time for their move. Before moving in, they must provide Management with a copy of their closing statement.

New **tenants** are required to provide the Management Office with a copy of their signed lease before scheduling a move-in.

Transfer fees

A **transfer fee** must be paid before a resident is allowed to move into the James or Kilmer building. This fee is required regardless of whether elevators or security guards are used. The transfer fee covers the resident's move-in and move-out.

There is no transfer fee for moves within the same building, but a new transfer fee is required when a resident moves between the James and Kilmer buildings.

Transfer fees cover the costs for setting-up and changing administrative records, programming building entry keys, and for elevator usage and an on-duty security guard during the moves. The amount of the transfer fee is determined by the Board of Directors and is reviewed annually.

The move

1. Before the move begins, the security guard must have a signed Move Agreement form from the resident who is moving. If the resident has not already executed the Agreement with the Management Office, the guard will present the form for the resident's review and signature prior to beginning the move.
2. Moves are done using the service entrances of the buildings. The guard will direct the mover's vehicle to the appropriate loading area according to which building is involved and the size of the vehicle.
3. Moves are done using the service elevators of the buildings. One of the service elevators will be made available exclusively for the scheduled move; only that elevator may be used. In James House, no more than one service elevator at a time may be used for moves.
4. The security guard will inspect the service areas, elevator cabs, and corridors both before and after the move. Care should be taken in moving to prevent damage to these common areas. Any damage will be billed to the owner of the unit involved in the move.

Noise And Nuisance

[Approved on June 15, 1999]

Overview

James/Kilmer residents should always be aware that noise from their activities may disturb their neighbors. Noise can be a disturbance at any hour of the day, not just late at night.

Most but not all noise problems are caused by the playing of audio systems, radios, televisions, and musical instruments; vocal or instrumental practice; construction; and dog barking. Especially bothersome is music played at high volume with bass emphasis.

Exhaust vents in kitchens and bathrooms transmit noise directly to neighbors above and below. Keeping bathroom doors closed will reduce noise flow. In James House units, turning the kitchen ceiling light off also closes the kitchen vent—unless a separate switch controlling the kitchen vent has been installed.

Residents, having chosen to live in a multi-unit building, must expect to hear some level of noise from other units, from hallways, and from the outside.

Noise disturbance

1. Residents are responsible to see that no sound emanates from their unit, balcony, or patio that disturbs any other resident of the buildings.
2. Residents and their guests should refrain from loud talking or shouting in hallways and other public areas on the property.

Construction

3. Home repairs, construction work, and any hammering, pounding, drilling, or sawing may be done only on weekdays between 9:00 a.m. and 6:00 p.m. and on Saturdays between 10:00 a.m. and 4:00 p.m. Noise-producing work is prohibited on Sundays and holidays.

Parties

4. A resident hosting a party is responsible for keeping party noise from disturbing other residents.

Nuisance behavior

5. Residents' and/or their guests' drunken, disorderly, or offensive behavior and physical or verbal abuse of any other person on the property shall be deemed to be a nuisance and a violation of the Declaration. [Refer to Section 7.01(g) of the Declaration.]

Reporting

6. Unreasonable noise and nuisance should be reported to the Management Office during office hours or to the doorman's station at night and on weekends.

Pets

[Approved on July 21, 1998]

Overview

The James-Kilmer Condominium Association allows pets to reside in its buildings. In order to ensure that the buildings remain “pet-friendly” it is imperative that pet owners 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, and be sensitive to the safety and personal phobias of their neighbors.

Equally important, all residents must realize that by living in a building that allows pets, they must tolerate reasonable evidence of those pets.

Because it is impractical for the Association to police all pet activities at all times, it is up to each pet owner to be responsible for his or her pet’s actions. And it is advisable for pet owners to make sure other pet owners are being good citizens. If there is a general pet-caused problem, whether covered by the rules or not, and there are no identifiable offenders, Management and the Board will take steps to solve the problem. These steps could include more restrictions and/or higher fees, which would affect many more pet owners than those who are the real offenders.

On the other hand, if an identifiable pet is causing a problem or is in violation of pet rules or restrictions, Management and the Board have the right to take steps with that pet’s owner to solve the problem or to remove the pet from the premises.

Pet residency restrictions

1. Traditional domesticated household pets—dogs and cats—and animals that are typically kept in cages or containers in the home—such as birds, fish, turtles, and hamsters—are allowed. Wild animals, farm animals, and poisonous creatures are not allowed.
2. Only one four-legged animal is permitted in a unit.
3. Pets are restricted to those weighing no more than forty pounds.
4. Exceptions to restrictions 1, 2, and 3 are made for seeing-eye dogs used by legally blind individuals, for “helper” animals used by handicapped individuals, and for any specific animal registered with the Management Office as of the day the Board of Directors approves these pet rules.

Pet registration

5. Dogs and cats must be registered in the Management Office within two weeks of move-in or pet acquisition. A pet owner may choose to register another type of pet (such as a bird) so that if the animal gets loose in the building, it could be identified and returned.
6. Registration consists of providing information for and signing the James-Kilmer Pet Registration Agreement, weighing of dogs, and paying a registration fee.
7. Management will conduct the first annual pet registration renewal under these rules 30 days after these rules are approved by the Board of Directors and distributed to the unit owners. The second annual pet registration renewal will be conducted in January 1999, during which the registration of all registered pets must be renewed. Thereafter, the annual registration renewal will be conducted in January of each year.

Pets continued

8. Any pet owner who is not also the unit owner must bring along permission in writing from the unit owner to keep a pet in the unit (this may be part of the lease). A copy of this permission will be kept on file.
9. Dog owners are required to bring their dogs with them to be registered.
10. Management will weigh each dog at its initial registration and at each renewal of registration. Except for those dogs covered by rule 4 above, any dog weighing more than 40 pounds, will be given 30 days to lose the weight before being re-weighed. In addition, the Board at its discretion may require a dog to be weighed at any time. The owner must bring the dog to the Management Office within 10 days after the Property Manager requests that the dog be weighed. Any dog that does not fall within the weight limit (except those covered in rule 4) will not be registered and must be removed from the premises.
11. An identification tag will be issued to each pet at the annual registration. The tags will be a different color each year.
12. Registration is not transferable to another animal.

Pet fees and fines

13. The pet registration or renewal fee is payable at the time of registration. Fees are based on the wear and tear to common elements and the additional Management, cleanup, and waste-handling time caused by animals.
14. Anyone who violates the pet rules shall be subject to any and all remedies available to the Board under the Declaration, including, without limitation, the levying of a fine in an amount the Board deems reasonable and appropriate.
15. The schedule of pet registration fees and the fines for pet rule violations are determined by the Board. Fees are reviewed annually during the budget process or as needed.

Pet behavior and activities

16. All pets must wear their identification tags when they are outside the units in which they reside and are on the property.
17. Pets are restricted to their unit and to transit through the following common areas only: hallways, service elevators, stairwells, and service areas. While transiting through any common area, pets' movements must be controlled—they must be on a leash, in a carrier, or in a cage.
18. Pets are not permitted in the lobbies or laundry rooms or in the passenger elevators except in the following instances: (a) in Kilmer House, during a move-in or move-out; and (b) in James House, when both service elevators are inoperable.
19. If a pet has an accident, soiling a common area, the pet owner must either clean it up immediately or report it to maintenance.
20. Dogs should be trained to wait till they reach the designated dog walks before relieving themselves.
21. When using the dog walks, dog walkers must pick up their dog's solid waste and deposit it in the waste receptacles provided.

Pets continued

22. Cat, bird, and hamster owners should ensure that litter is changed often to avoid odor and that it is wrapped and tied securely in a plastic garbage bag before depositing it in the trash chute.
23. Pet owners must ensure that their pet does not make any prolonged noise—barking, crying, meowing, chirping, or such—that disturbs neighbors.
24. Pets must not be allowed to jump on, bite, or in any way harm or intimidate any person or any other pet.
25. If a pet causes damage to a common area, the pet owner must report it to the Management Office. The pet owner will be billed for the repair.

Visiting Pets

26. Visiting pets are under the same restrictions and rules of behavior as resident's pets. The James-Kilmer resident who accepts a visiting pet takes full responsibility for the animal's actions.
27. A visiting pet that is on the premises on a regular or continuing basis or for an extended period (more than two weeks) must be registered in the Management Office.

Sandburg Village Dog Walks

Sandburg Village has designated dog walks along LaSalle Street. There are areas of gravel in each block of the Village. The closest ones for James-Kilmer dog walkers are on LaSalle adjacent to James House and adjacent to the north pool.

Plastic bags designed for picking up solid dog waste, are provided in dispensers at the James and Kilmer service entrances. Walkers are encouraged to make a habit of taking plastic bags as they exit the buildings whether they then use the designated dog walks, the park, or other parts of the neighborhood.

Property Damage & Vandalism

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

Your cooperation is required to help prevent vandalism and abuse to the public areas of the building. Any vandalism should be reported to the Management Office or Security so the necessary action can be taken to apprehend the offender, as well as repair the damage. **CONSIDERABLE SUMS OF MONEY CAN BE SAVED AS A RESULT OF YOUR AWARENESS TO ANY ABUSE OF THE PROPERTY.**

Receiving Room & Deliveries

1. RECEIVING ROOM

The receiving room for both James and Kilmer residents is located near the rear entrance of the James building. The hours for the receiving room are Monday through Friday, 7:00 a.m. to 7:00 p.m. and Saturday from 9:00 a.m. to 1:00 p.m.

If you would like the receiving room personnel to deliver packages directly to your unit, you may authorize their entry by signing a form which is available in the receiving room. If you do not want packages delivered to your unit, a notice will be placed on your mail box indicating there is a package being held for you. For your own protection, you will be asked to sign for all packages.

If you are expecting a delivery, repair person, domestic help, etc. and you want them to have access to your unit in your absence, in advance you must fill out a form authorizing the receiving room personnel to release your key to said person. The form is entitled "Permission to Enter Apartment" and is available in the receiving room. The person arriving must then provide a driver's license or other valid form of identification to the receiving room personnel, who will hold the identification in exchange for releasing your key. The person will get back his identification when he returns your key to the receiving room.

Please inform your domestic help of this procedure, since receiving room keys will not be given out without proper identification. As an alternative, if you wish to leave an extra set of keys in the receiving room along with written authorization on the day the person is to work, the receiving room personnel will pass your personal keys along to them.

Breakable, perishable or spoilable items including flowers will not be accepted. However, NEITHER THE BOARD, NOR THE ASSOCIATION NOR ANY EMPLOYEES ARE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO ANY SUCH MERCHANDISE, WHETHER OR NOT DUE TO NEGLIGENCE.

Deliveries of furniture and other large items will not be accepted or handled by receiving room personnel. They must be received directly by someone in the resident's unit OR the resident may use the "Permission to Enter Apartment" form and have their key given to the delivery men.

Some residents have accounts with outside laundry and dry cleaning companies. These companies pick up and deliver laundry and dry cleaning to the receiving room for residents, who then receive monthly bills from the outside companies.

Packages left in the receiving room for over 30 days will be returned to sender.

2. OTHER DELIVERIES

No furniture or other large objects are to be brought through the Lobby at any time. They must be taken into or removed from the units only through the service entrance and freight elevators. A freight elevator may be reserved through the Management Office.

Trades people engaged in delivering articles, including but not limited to groceries, bottled water, supplies, etc. or rendering service to residents must use the service entrance and freight elevators.

There are no restrictions on the delivery of hand-carried restaurant food orders through the Lobby, except as indicated elsewhere in this Reference Guidebook. Also see Advertisements & Solicitations section.

A. All deliveries must be announced by the doorman.

B. Management reserves the right to restrict or prohibit any vendor from entering the building beyond the outer lobby who has violated any provision of this Reference Guidebook.

Remodeling, Décor, Appliances

[Approved on June 15, 1999; paragraph 21 approved on July 20, 1999]

Overview

Unit remodeling in James House and Kilmer House requires Board approval. The standards for approval are designed to ensure that remodeling does not affect neighboring units or compromise the mechanical systems and structural-architectural elements of the buildings. Changes to common elements and limited common elements are prohibited.

The following rules and standards cover the approval process; construction; common alterations; and restrictions on certain elements and permanently installed appliances, devices, and fixtures. Because it is impossible to anticipate every remodeling variation, the information in this section cannot address all situations. The section can be used as guidelines by unit owners as they plan improvements to their units

A distinction is made between *decorating* and *remodeling*.

Decorating: No approval is required to change or add items that are essentially decorative in nature such as paint, wallpaper, carpeting, hardware, trim and moldings, and window treatments.

Remodeling: Unit owners must secure Board approval **prior** to making any alterations or replacing any items that could **affect** building systems in the following categories:

- Structural elements
- Walls (moving or removing)
- Floor coverings (except carpeting)
- Electric circuitry (fuse and circuit breaker boxes)
- Plumbing and plumbing fixtures
- Conduit, heating and ventilating system
- Entrance to unit
- Windows, balcony and patio doors
- TV cable system

[Refer to Sections 4.10(b) and 5.08(h) of the Declaration.]

Miscellaneous improvements: Often, unit owners wish to make an isolated improvement that is not part of a major remodeling project. They may intend only to install a single item—for example: a ceiling fan, a built-in humidifier, an HVAC thermostat, track lighting, replacement electrical outlets and switches, a single-handle faucet, or an upgraded built-in kitchen appliance. In such case, the unit owner should call Management. Often, Management can give on-the-spot approval to proceed or require only a written notification.

A unit owner who is in doubt about whether a proposed change needs approval should call Management. In fact, all questions regarding unit alterations should be directed to Management.

Remodeling, Décor, Appliances *continued*

The approval process

1. The unit owner who desires to make an alteration to his or her unit initiates the approval process by submitting remodeling plans or scope of work to be completed to Management. Plans should include drawings, detailed descriptions of proposed changes, and specifications of materials.
2. Management forwards the unit owner's plans to the Association architect for review and recommendation. Before recommending approval, the Association architect may need to confer with the unit owner, project contractor, or project architect to resolve any issues. The Association architect, if necessary, will recommend changes and impose restrictions, which must be incorporated into the original plans submitted by the unit owner.
3. The Board considers the Association architect's recommendation for approval and votes at its next scheduled monthly meeting. Board approval is subject to any and all changes recommended by the Association architect.
4. Management notifies the unit owner in writing of the Board's approval. Work may begin after the unit owner signs and returns one copy of that approval notification to the Management Office.
5. The approval process—from submission to approval—takes approximately **two to four weeks**. This period could be extended if there is a problem with the proposed plans. Timing is also dependent on when plans are submitted in relation to when the Board meeting occurs. For example, plans submitted one week before a Board meeting would probably not be approved until the next month's Board meeting.
6. The Board's approval of a remodeling project is subject to **follow-up inspection** by the Association architect (or the architect's designee) of the work performed.

Construction, contractors

7. The unit owner is ultimately responsible for any damage done to building systems during construction. Because a contractor cutting into a wall, floor, or ceiling could damage electrical, plumbing, or HVAC systems, the unit owner should make sure either that his or her own insurance covers such a situation or that contractors have insurance to cover any damage or injury.
8. All construction work must comply with Chicago building codes.
9. Electrical and plumbing work should be performed by **licensed** contractors.
10. Workers must enter and exit through the service entrances and utilize the service elevators.
11. Construction work—hammering, pounding, drilling, or sawing—may be done *only* on weekdays between 9:00 a.m. and 6:00 p.m. and on Saturdays between 10:00 a.m. and 4:00 p.m. Noise-producing work is prohibited on Sundays and the major national holidays.

Remodeling, Décor, Appliances *continued*

Removal of debris

12. It is the unit owner's responsibility to arrange for removal of any debris created by construction work. No construction refuse may be left in trash chute rooms or hallways or on balconies or patios. The unit owner will be charged for removal of debris or any extra cleaning of the common areas resulting from the remodeling of his or her unit.

Airflow and ventilation system

13. The airflow above and beneath a unit's entrance door is an integral part of the building's ventilation system. Restricting this airflow (for example, by attaching rubber strips at the top or bottom of the door) results in diminished ventilation in the unit and causes inefficiencies within the system.
14. Blocking or sealing off the air vents in kitchens and bathrooms is prohibited.

Carpeting

15. To reduce the transmission of noise, the installation of carpeting is strongly recommended. Wall-to-wall carpeting and large area rugs should be installed with under-padding. The heavier the padding, the better the noise reduction.

Hard-surface flooring

16. Any unit owner who elects to install hard-surface flooring (for example, tile, slate, ceramic, or parquet) in any portion of his or her unit other than bathrooms must first have a sound absorbent under-cushion installed. The under-cushion must be of the kind and quality to prevent the transmission of noise to the unit below. [*Refer to Section 4.06(b)(ii) of the Declaration.*]

Removal of original floor tiles

17. The original white floor tiles in kitchens and black floor tiles elsewhere were installed when the buildings were constructed. The glue under these tiles contains asbestos. Any unit owner who desires to remove these tiles, must first get written approval from the Board and use a licensed and insured asbestos contractor. All federal, state, and local laws must be followed in removing the tiles.

Window coverings

18. The Board reserves the right to forbid any window coverings (draperies, curtains, shades, blinds, and such) that in color or design attract undue or inappropriate attention from the street. [*Refer to Section 4.06(b)(ii) of the Declaration.*]

Ceilings

19. Unit ceilings are concrete with steel reinforcing rods (except for ceilings in the units on the 43rd floor in James House and the 6th floor in Kilmer House, which are plasterboard). Small holes may be drilled in concrete ceilings with appropriate masonry bits for the installation of drapery brackets, window shades, track and similar lighting fixtures, and light-weight hanging plants. Projects of greater scope and any project involving plasterboard ceilings should be **undertaken only** with the written approval of Management.

Remodeling, Décor, Appliances *continued*

Ceiling fans

20. The electrical wiring for ceiling fans and other ceiling fixtures must be surface mounted. Channeling into the ceiling in order to bury the wiring is prohibited.

Fireplaces

21. Ornamental fireplaces—those holding a flame that is purely for visual effect and requiring no venting of any kind—may be installed with Board approval. Wood-burning or gas fireplaces are prohibited.

Water furniture and water beds

22. The term “water furniture” refers to any bed, mattress, chair, sofa, or other item of furniture that contains, as part of its elements, any substance in a liquid or gel-like state. Residents who have water furniture in their units are responsible for any damage to the common elements or to other units caused by leaks in such furniture.
23. Residents who intend to have water furniture must obtain insurance coverage for damage to other owners’ and/or Association property. This coverage is usually available as an endorsement to the standard condominium policy. All water furniture must be registered in the Management Office prior to installation. Proof of insurance coverage must be provided at the time of registration.
24. If there is evidence of water furniture leakage or damage, Management has the right to enter the unit to prevent further damage.
25. Water furniture may **not** be emptied out of windows or balcony doors.

HVAC units

26. The supply and return lines that service HVAC (heating/air-conditioning) units must not be altered.
27. Thermostats may be installed to regulate HVAC units; both line-voltage thermostats and low voltage thermostats are acceptable.

Permanently installed appliances

28. Except as otherwise provided in these Rules, no permanently installed appliances—other than replacements for originally installed appliances—may be installed or operated without prior Board approval.

Remodeling, Décor, Appliances *continued*

Check valves

29. Certain plumbing appliances and devices require the installation of check valves. Without check valves, hot water can be forced into the cold water line and vice versa. This affects the temperature of water reaching other units in the same tier. **“Spring-loaded” type check valves are preferred**, rather than the “gravity” type check valves. They must be accessible and visible for building-wide check valve inspections that are conducted from time to time. Check valves are required for the following appliances and devices:
- Single-handle faucets in sinks, tubs, and showers
 - Portable dishwashers
 - Clothes washers
30. Management coordinates unit **check valve inspections**, as needed. Unit owners will be given at least 30 days written notice of such inspections. If check valves are missing from designated appliances or devices, the Association, at the time of the inspection, will install check valves at the unit owner’s expense.

Single-handle faucets

31. The Association **discourages** the installation of kitchen and bathroom faucets that have one handle to control both hot and cold water. However, these single-handle faucets are permitted if the unit owner, at his or her expense, has check valves installed on both the hot and cold water pipes under the sink. If check valves are installed behind a wall—in the case of a single-handle tub faucet, for example—the unit owner must contact Management to coordinate a check valve inspection prior to closing up the wall.

Dishwashers

32. **Permanently installed** dishwashers do not require check valves.
33. **Portable** dishwashers do not require check valves if *only hot water* is used. However, if the resident will be turning on both the hot and cold water faucets, check valves are required on both the hot and cold water pipes under the sink.

Clothes washers

34. Portable and permanently installed clothes washers are permitted only if the unit owner, at his or her expense, has check valves installed on both the hot and cold water pipes. Check valves enclosed behind a wall must be inspected prior to closing up the wall.
35. Pressure reducing valves are recommended but not required for permanently installed clothes washers. Because of the buildings’ high water pressure, clothes washer hoses may wear out sooner than expected. Pressure reducing valves should extend the life of the hoses.
36. For portable clothes washers, a nylon stocking or lint trap should be attached over the drain hose of the washer. This should reduce the amount of lint that could clog the unit’s drainpipes.

Remodeling, Décor, Appliances *continued*

Clothes dryers

37. Chicago building code prohibits the venting of dryers through the air exhaust vents in kitchens or bathrooms. (These vents are part of the building's fire resistant system to keep smoke and fire contained within a unit rather than spreading to the hallways. Also, lint from a dryer could cause equipment problems with the fans pulling air through the vents, and lint could spread into other units through these vents.)
38. Cutting a hole to vent into the wall is prohibited.
39. Dryers may be vented in either of the following methods:
 - A small-size support hose type of nylon stocking placed over the dryer vent is *the most effective way* to eliminate any noticeable lint. In some cases, a rubber band might be used to hold the stocking in place.
 - A water bucket system, which can be purchased at most hardware stores.
40. A separate electrical line should be installed for a dryer because of the amount of electricity it requires. Even a portable dryer may require an entire 15-amp electrical line. Most units have only one electrical line per room, so when a dryer is operating, no other electrical device [lights or television, for example] can be used in that room without blowing a fuse.

Microwave ovens and range hoods

41. Microwave ovens with ventilation systems and range hoods must be the re-circulating type and cannot be connected into the building ventilation system.

Whirlpool tubs

42. Standard bathtubs may be replaced by whirlpool tubs. The size of a whirlpool tub is dictated by the requirement that there be no modifications to the existing tub waste.

Refrigerator water lines and humidifiers

43. Installation of refrigerator water lines and built-in humidifiers may be done only if all pipes are placed within the walls. Running water lines through channels in the floor or ceiling is prohibited.

Garbage disposals

44. The installation of garbage disposals is **no longer permitted**. Existing disposals may not be replaced at the conclusion of their useful life. Disposals generate excessive sludge buildup in the pipes of the buildings. The Association has incurred additional costs directly related to garbage disposals and the building plumbing system.
45. Unit owners who already have a garbage disposal are responsible for any problems occurring in their pipes. They should refer to and follow the disposal manufacturer's operating instructions. Generally, the cold water should be running and there should be plenty of water in the sink **before** the disposal is turned on, and then the water should continue to run for 60 seconds after the disposal has been turned off.

Remodeling, Décor, Appliances *continued*

Pipes

46. The installation of plastic pipes and plumbing fixtures is prohibited. The building system is galvanized steel. Cast iron and Type L copper piping are also acceptable. All connections between copper, cast iron, and galvanized steel must be through dielectric fittings.

Plumbing damage and costs

47. Unit owners are responsible for and will be charged for any damage, repair, replacement, or additional maintenance costs that occur to other units or the building's system or equipment resulting from improper installation, maintenance, or use of any appliance, equipment, plumbing lines, or fixtures. Liability for damages includes the overflow or leaking of appliances, equipment, plumbing lines, drains, and fixtures.
48. If it is determined that by allowing certain appliances, equipment, or fixtures, increased maintenance or repair costs have fallen on the Association, the Board may require that owners of such items reimburse the Association for such additional costs.

Rights Of Management To Enter Any Unit

Per Decl.5.07(c), "The Board or its agents, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible or to make emergency repairs as may be necessary to prevent damage to the Common Elements or to any other Unit or Units."

Security & Doormen

1. Doormen

Doormen are on duty 24 hours a day, seven days a week in the James building and 4:00 p.m. to Midnight (Monday through Friday) and 24 hours a day (Saturday and Sunday) in the Kilmer building. One of the functions of the doorman is to provide "access control". If he does not recognize you, he is not allowed to open the door or you until you have produced your key. If there is a new doorman on duty, or if you are a new resident, he is merely doing his job if he asks you to show your entrance key.

The doorman will open the door for you unless he is occupied with visitors requesting entry, then he may buzz the door open for you. When not occupied with access control duties, the doormen have other responsibilities, some of which are listed below.

- A. The doorman will assist residents with cars, cabs, parcels, luggage, etc. He is however, not permitted to leave his station in the lobby.
- B. Upon request, the doorman will turn on the cab light.
- C. The doorman must call the resident and receive the residents approval before allowing visitors in the building.
- D. If the receiving room is closed, the doorman may receive and hold mail envelopes. This will be done at the residents own risk. However, **NEITHER THE BOARD, NOR THE ASSOCIATION NOR ANY EMPLOYEES ARE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO ANY SUCH ITEM, WHETHER OR NOT DUE TO NEGLIGENCE.**
- E. The doorman may never hold keys for a resident.
- F. The doorman may never 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 towing by security.

2. Security staff

James/Kilmer security guards are on duty patrolling James/Kilmer property Monday through Friday from 4:00 p.m. to 8:00 a.m. and 24 hours a day on weekends and holidays. In addition to their patrol duties, they:

- A. Respond to residents' calls regarding neighbors with loud music, televisions, parties, etc.,
- B. Call the towing service for illegally parked vehicles,
- C. Monitor move-ins and move-outs,
- D. Provide assistance to residents locked-out and
- E. Monitor parties of 50 or more people.

Security & Doormen Continued

3. Contacting Security

See *Supplement for telephone numbers*. If you think you have a police related problem, call the police first (be sure to give them your building address and unit number), then call security. Response time is important and a security officer may be closer to the scene.

Security staff should be contacted in the event of the following:

- A. Suspicious person(s) loitering, wandering or soliciting in or around the building.
- B. Person(s) willfully damaging building property or threatening residents and/or employees. They will be prosecuted.
- C. Neighbors with loud music, television or parties.
- D. Lockouts.

4. Security Reminders To Residents

- A. As you enter the building, never let anyone else in through the locked door unless you know the individual personally. You cannot be certain someone is reputable even if they are well dressed. Residents will have a key, let them use it.
- B. If your keys are lost, notify Management, especially if they are traceable.
- C. Always identify your visitors before you buzz them in and consider using the closed circuit television to further identify them. It is important to take this precaution even when you are expecting visitors.
- D. Always look through the peephole in your door before you open it, even if you have just buzzed friends in downstairs.
- E. Be suspicious of anyone claiming to be a delivery man, messenger, service or repair person or the like, especially if you have not requested such services. Ask for and receive a total explanation of their purpose. All utility companies require their employees to carry company I.D. cards. When totally satisfied as to identity and purpose of the person, THEN open the door.

If someone is delivering flowers or other items which YOU ARE NOT EXPECTING, please ask them to leave them with the doorman or receiving room, then go down to pick them up yourself. Their claim of delivery may be false.

- F. Never leave your unit door standing open or unlocked while you are in the unit, and certainly never when you leave it. Be sure it is always double locked.
- G. See *Vacations & Extended Absences section* for security safeguards when you are away from home.

Security of any building is only as effective as the residents help to make it secure. The above are just a few of the simple precautions and procedures you should take. They are necessary, no matter where you live. Make them a regular part of your responsibility to yourself and you will be increasing the security for all residents.

Storage Lockers

[Approved on June 15, 1999]

Overview

Storage lockers are located on the basement level and the 2nd floor of James House, and on the 3rd, 4th, and 5th floors of Kilmer House. One storage locker is assigned for each unit; the locker is identified by the unit number.

Locker rooms are accessed with the common element key between the hours of 6:00 a.m. and 11:00 p.m. Residents needing access after hours, should contact security.

1. Neither the Board nor the Association is responsible for any theft, vandalism, loss, damage, or fire or flood damage in the storage rooms or lockers, whether or not due to negligence.

Locker rooms

2. No one may use a locker assigned to another unit without permission of the resident of that unit.
3. If a locker is occupied illegally, any lock will be cut open and the locker cleared by Maintenance upon written request from the assigned unit owner and approval of Management.
4. Loitering, playing, smoking, and pets are not allowed in the locker rooms.
5. All items in the locker rooms must be stored inside a locker. No item may be chained to and/or left outside a locker. Anything left outside the lockers will be removed from the room and discarded.

Storage restrictions

6. Food, other perishables, ammunition, and explosives may not be stored in lockers.
7. Propane tanks, dangerous flammable liquids, oily rags, and such may not be stored in lockers. Dangerous flammable liquids include but are not limited to gasoline and other fuels, benzene, paint thinner, turpentine, enamel paints, oil-based paints (but latex paints are okay), hair spray, nail polish, and nail polish remover. Such items may be given to Maintenance for proper disposal.

Suggestion Box

All complaints, problems and suggestions for Management or for the Board should be presented in writing to the Management Office during office hours or left in the suggestion box near the mail boxes.

Sundeck (Rooftop)

A sundeck is located on the roof of the James building and can be accessed via an entrance on the top floor. It is opened by security at 8:00 a.m. and closed by security at 10:00 p.m. unless special arrangements are made with Management. Nothing is to be thrown from the rooftop. People below can be killed or maimed by falling objects. See Appendix I.

Persons using suntan lotions must not sit directly on the wood deck. Towels and other items must be used to protect the deck.

Beverages are allowed on the roof sundeck but in non breakable containers. No littering is allowed and all items brought to the roof must be removed when leaving.

Cable TV/Master Antenna System

Each unit has at least one outlet which is connected to the Cable TV/Master antenna system servicing the buildings. The outlets and master system are integral parts of the common elements. To connect or disconnect your television to an outlet you must contact the Management Office.

In order not to interfere with somebody else's reception on the same Cable TV/Master antenna system, no owner, resident or other person may connect, disconnect, change or tamper with the antenna system cables or taps. Any violation of the above is subject to a violation charge (see Supplement) plus all other costs incurred by the Association in restoring the system.

If you are experiencing reception difficulties, please contact the Management Office.

Trash Disposal

[Approved on June 15, 1999]

Overview

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 chute in accordance with the stipulations below.

1. Residents are responsible for ensuring that domestic help and contractors working in their unit comply with rules for trash disposal.
2. No trash is to be left in hallways or stairwells.

Down the trash chutes

3. Because items dropping down the chutes can be extremely noisy, the use of the chutes should be limited to the following hours:
Weekdays between 7:30 a.m. and 10:00 p.m.
Weekends and holidays between 9:00 a.m. and 10:00 p.m.
4. Trash and garbage must be securely wrapped, preferably in plastic bags that are tied shut. If using paper bags, the tops should be securely folded, tied, or stapled shut.
5. Bags must be pushed down into the chute and the chute door closed completely.

Trash Disposal *continued*

6. In addition to regular garbage, the following special items—after being securely wrapped—may be deposited down the trash chute:
aerosol cans and containers, batteries, empty cans or bottles from flammable products, empty liquor and similar bottles, kitty litter, the contents from vacuum cleaners, soil, and other similar material.

Avoiding trash chute fires

7. Charcoal must be allowed to cool for at least 24 hours, then wet down, and securely wrapped before being deposited down the chute.
8. Ashtray contents must be totally extinguished and allowed to cool before being wrapped and deposited down the chute.

Trash chute rooms

9. Large cartons, plants, and other items that might block the chute, should be left neatly on the floor in the trash chute room.
10. Residents are expected to keep the chute rooms in neat order as a courtesy to their neighbors. Spilled or dropped materials must be cleaned up.
11. Use of the chute room for any purpose other than trash disposal—for example, shaking out rugs, cleaning, or painting—is forbidden.

Special disposal

12. Cans or bottles that contain some amount or residue of **flammable liquids** such as paint, turpentine, benzene, kerosene, or gasoline, must be given directly to Maintenance for disposal. They should **not** be left in the trash chute room or put down the chute.
13. **Christmas trees** may not be left in the trash chute room, and no attempt should be made to place them down the chute. Residents who are ready to dispose of a tree should call the Management Office to arrange for Maintenance to remove it at no charge.
14. Residents are responsible for the disposal of old furniture and carpeting and any **large items or debris** created by decorating or construction. If either the 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.

Utilities

Each unit owner/resident is billed directly by Commonwealth Edison for electricity and by Illinois Bell for telephone usage. Each owner/resident is responsible for contracting the utility and telephone companies for application, billing and complaints.

The Association pays for the water you use and also for gas and electricity used in the buildings' heating and air conditioning equipment. Although the building supplies heat and air conditioning to the equipment in your unit, when you turn on the fan/blower, you are utilizing electricity which is part of your individual electric bill.

Vacations & Extended Absences

If you are planning to be away from home for an extended period, the following precautions are suggested.

1. Make arrangements for pick-up, forwarding or holding of your mail and newspaper service.
2. Although it is prohibited, flyers and similar items are occasionally placed in front of your door. Ask a friend or neighbor to watch for and remove any such items.
3. Close and lock your windows. Turn off lights. Unplug all electrical appliances except refrigerator and range.
4. For your aromatic comfort upon your return, ask a friend or neighbor to flush the toilets a couple of times and run water in the kitchen and bathroom sink basins for several seconds about every five days. If this is not done, the water in your pipes dries out, causing sewage system "smells" in the air in your apartment. Opening windows for awhile will clear the smell.

General Provisions

1. GENDER

Wherever a word in masculine gender is included herein, it shall be deemed for all purposes to include the feminine gender.

2. CONFLICT

In case of a conflict between this Reference Guide and terms contained in the Declaration, the Declaration will govern. In addition, applicable law shall prevail including but not limited to the Illinois Condominium Property Act and the Illinois Not-For-Profit Act.

3. NO WAIVERS

No covenants, restrictions, conditions, obligations or provisions contained this Reference Guide shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

4. PARTIAL INVALIDITY

The invalidity of any covenant, restriction, condition, limitation or any other provision this Reference Guide, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Reference Guide.

5. PERPETUITIES & OTHER INVALIDITY

If any of the options, privileges, covenants or rights created by this Reference Guide would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the living (as of Sept. 30, 1990) lawful descendants of George W. Bush, President of the United States on May 22, 1990.

6. LIBERAL CONSTRUCTION

The provisions of this Reference Guide booklet shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium development.

James/Kilmer Garage Manual

Section I - General Rules and Information

1. The James/Kilmer Garage is managed by Standard Parking Corporation, as an independent contractor. The Garage Manager and attendants are employees of the contractor.
2. Garage employees only may have access to and operate garage equipment.
3. Valet parkers are not permitted to drive, park or retrieve their own vehicles in the garage.
4. Employees of James/Kilmer are not permitted to park their own vehicles in the garage.
5. Self-parkers are not permitted to park their cars in other than their assigned space.
6. Non-residents may park in the garage on a "space-available" basis. A limited number of non-residents may park their cars on a "daytime only" monthly rental basis with the approval of the garage management. Any car not displaying a current decal will be charged hourly guest rates.
7. Monthly parking privileges are not transferable to other persons at any time.
8. Parking is not permitted in such a way as to block or hinder the movement of other cars.
9. Persons observing faulty garage equipment are asked to notify the Garage Manager.
10. Residents may contract on a monthly basis for one car wash per week. Coupons are available for individual washes from both the Property Manager and the Garage Manager. Arrangements for the car washes must be made by the Garage manager only.
11. Residents may pay for their guests parking fees by affixing a coupon to the garage claim check. Only cash or coupons will be accepted for guest parking. (Refer to section III-Coupon Program, for details.)
12. The Condominium, its Board of Directors and its agents or employees as well as the garage management company have no responsibility or liability for any personal property stolen from vehicles parked in the garage, including but not limited to car phones, stereos, CB radios, etc.
13. Parking will not be permitted on the front outside deck or ramp, even for a "few moments."

Section II - Registration Procedures

1. Residents may contract to park in the garage on a "one car per monthly rental basis" as space is available. Unlimited in-and-out privileges are granted to monthly parkers.
2. Additional car(s) may be parked in the garage on a monthly basis as space is available.
3. Application forms are available in the Garage Office. Completed applications should be returned to the Garage Manager, along with payment for the first month's rent. Cars must be registered in the name and address of the unit resident. A security deposit of one month's rent is required for all apartment renters.
4. New Monthlies must valet their cars. Once their application is processed, their name will be placed on the bottom of the "self-Park" Waiting List (arranged by date of application). Owners of condominiums have first priority.
5. It is the responsibility of the monthly parker to notify the Garage Manager, in writing, of any change in car or the temporary use of a loaner or substitute car if the registered car is being repaired, etc. Otherwise, (as stated in General Rule #5) cars not displaying a current decal will be charged hourly guest rates.
6. An invoice should be received by the first of each month. Payment of garage rent is due by the 5th day of each month and a remittance stub must accompany each payment to ensure proper credit.
7. Frequency or lack of use of the garage facility by monthly parkers has no bearing on monthly charges, and rent is due on a continuous basis until the arrangement is terminated in writing.

 Section III - Coupon Program

1. Coupons for residents who wish to pay for their guests parking fees are available for purchase from the Property Manager. Coupons must be paid for at the time of purchase and are not refundable.
2. Guests parking fees may be paid for by affixing a coupon to the garage claim check.
3. Each coupon is valid for up to 24 hours of continuous parking, i.e. no in and out privileges.
4. The arrival time will be stamped on the claim check so the length of stay may be calculated and the appropriate amount of coupons applied. In those instances where the length of stay exceeds the value of the coupon(s), the guest will be charged for the difference at hourly guest rates.
5. Coupons are available for individual car washes from the Property Manager. Car washes must be arranged by the Garage Manager only. You can do this in person or by phone (787-5436).

 Section IV - Valet Parking Procedures

1. Under the valet parking system, only garage attendants may drive, park and retrieve cars.
2. Valet parkers are not permitted to drive, park or retrieve their cars at any time. Such customers may accompany the garage attendant as the car is parked, and it may be locked at the request of the owner, provided the movement of other cars will not be blocked or hindered.
3. Valet parking spaces are located throughout the garage with the majority on the lower level.
4. In order to retrieve your car, tell a garage attendant the color, make and decal number.
5. Valet parkers must realize that sometimes a car may be somewhat inaccessible and, as a consequence, will take a little longer to deliver. We ask your patience in these situations.
6. If a resident knows that he will be having a large number of guests on a particular day, he should provide the Garage Manager with a list of the guests. This information must be provided by the resident no later than 5:00 p.m. on the given day to reserve spaces for guest parking. (Parking is based on availability).

 Section V - Self-Parking Procedures

1. Self-parking of cars is permitted only by persons authorized to park in a self-parking space.
2. Neither the garage operator nor the Condominium Board of Directors will honor car damages for self-parked cars. Car owners must rely on their own insurance coverage for any such claims.
3. Spaces are rented to an individual for a vehicle belonging to that individual. No substitutions of cars is allowed. This means that the individual may not assign his space for the use of another vehicle by any other person.
4. (A) New residents must use the valet parking system. Upon application the names of such applicants will be placed at the bottom of the self-parking waiting list. This list will be maintained by the Garage Manager and will be available for inspection by interested persons.
 (B) When a self-parking space becomes available, the Garage Manager will contact the person whose name appears at the top of the list. If the space is still desired, the Garage Manager will assign the specific location, depending upon the size of the car. Parking in any other location, may cause the withdrawal of parking privileges.
5. From time to time, it may be necessary for a self-parker to be assigned a space in an alternate location. When such a transfer is necessary, the Garage Manager will notify the car owner of the situation and the new space assignment. An example of such a situation might be when a car owner purchases a new car of a different size.
6. Parking on ramps or in aisles will not be permitted.
7. Safety requires that all self-parkers drive cautiously and that stops be made at the top and bottom of the ramp. Lights must be on when driving in the garage and horns should be sounded at all blind spots.
8. When a resident either sells his / her unit or moves out of the building, self-parking privileges expire and the space will be assigned to another resident. Self-parking spaces are not transferable.

 Section VI - Damage Claims (For Valet Parking System Only)

1. If your car has been damaged while parked in the garage, notify the Garage Manager or the attendant of this fact before leaving the garage, It is important that you fill out a claim form IMMEDIATELY. This should be printed in upper case letters and all pertinent facts should be listed.
2. The garage management company will select the shop where repairs will be made, or the car owner may obtain two estimates - one from the shop recommended by the garage operator and one of the car owner's choice.
3. The garage operator will authorize the work based on the low bid.

 Section VII - Delinquency Policy

All accounts are due and payable by the 5th of each month. If an account is not paid by this date the following procedures are instituted:

1. On the 18th of the month a late notice will be mailed indicating that your account is past due and that payment must be made immediately.
2. If payment is not received after mailing the late notice, the Garage Manager will notify the customer by telephone.
3. If by the first of the next month payment has not been received, the customer will be prevented from removing his vehicle from the garage until he pays the Garage Manager his prior month's balance. (Please allow 5 days for processing of all remittances that are mailed.)

 Section VIII - Violation of Rules

1. Violation of the rules include:
 - (A) Driving a car without lights, brakes, horn or in any other unsafe condition.
 - (B) Parking of unauthorized cars in the garage.
 - (C) Usage of garage equipment.
 - (D) Parking of self-parking cars in an unauthorized space.
 - (E) Parking or retrieving of cars in the valet areas.
 - (F) Repeatedly inflicting damage to cars.
 - (G) Supplying fraudulent information on an application form.
 - (H) Delinquency of 30 days in payment of garage fees.
2. Anyone violating garage parking rules is subject to the withdrawal of parking privileges.

 Section IX - Owners / Renters Responsibility

1. Car Wash Bay:
 - (A) Available on first-come first-serve basis.
 - (B) Please limit time to 30 minutes.
 - (C) Do not use garage supplies.
2. Air Compressor: Garage management not responsible for damage caused by air compressor.
3. Bike Rooms: Please walk bike in and out of garage area.

 Section X - Motorcycles

1. Must be registered with garage management and stored in proper area.
2. Are charged on a monthly basis.
3. Must affix motorcycle decal.

 Section XI - Communications

1. Anyone who wishes to communicate with the garage management can do so most effectively by writing to:

Sandburg Village - James Kilmer Garage
1560 N. Sandburg Terrace
Chicago, Illinois 60610
Or by phone at: 787-5436
Hours: Monday-Friday - 7:30-4:00

2. Garage customers should not discuss employee relations, garage policy and procedures with garage attendants.