

**THE PARKSHORE  
CONDOMINIUM  
ASSOCIATION**

**RULES HANDBOOK**

**08/01/2001**

**Revised 08/23/05 & 08/01/18**

**Revised Construction & Remodeling Procedures  
Effective 9/19/18**

# **THE PARKSHORE CONDOMINIUM**

## **RULES HANDBOOK**

### **INTRODUCTION**

These Rules are intended to provide a practical framework for everyday living that will help to ensure mutually comfortable surroundings, security, prestige and the value of your investment at The ParkShore.

The ParkShore Rules govern the conduct of all residents and persons on The ParkShore property at the invitation or permission of any resident. All residents are legally obligated to observe all of the provisions of the Condominium Declaration and By-Laws, as well as the Association's Rules. Each unit owner and resident is responsible for the conduct of family members, guests and lessees. To the extent that the provisions of applicable law, the Declaration and By-Laws, and the Rules are in conflict, the provisions of applicable law control first, followed by the provisions of the Declaration and By-Laws, and then by the Rules.

As a matter of fairness to all unit owners and residents, the Rules will be enforced by the Board of Directors of The ParkShore Condominium Association (herein "Board") in accordance with the Board's powers and duties. The rules, remedies and procedures set forth are not exclusive. The Association, acting through the Board, may, in addition to or instead of such rules, remedies and procedures, and at its sole discretion, take any action or utilize any procedure provided or allowed at law, in equity or in the Declaration and By-Laws.

While it is Management's responsibility to maintain the comfort, security, and effective functioning of our Association through the implementation and enforcement of The ParkShore Condominium Association's governing documents, all residents share this responsibility. Residents should feel obligated to help promote a positive community environment by supporting the governing documents, reporting circumstances that disrupt a comfortable and secure environment, and offering suggestions when changes are needed.

## **ADVERTISING / SOLICITATIONS**

Notices, signs, advertisements, or solicitations may not be posted in any Common Element, Limited Common Element, or delivered to residents' doors except by management. Notices, signs, advertisement, or solicitations may be posted as allowed in the bulletin rules.

## **ANIMALS**

1. Only dogs, cats, birds, tropical/goldfish, and other usual household animals which are of a breed or variety commonly kept as household animals in first-class condominium buildings located in Chicago may be kept in a unit, provided they do not constitute a nuisance to other residents. Except for aquarium fish, no more than two (2) household animals may be kept in any unit at any one time. Under no condition may an animal be kept for breeding or for any other commercial purpose.
2. Residents who keep an animal assume full responsibility for any personal injury or property damage caused by their animals, and shall indemnify and hold harmless the Association and its agents for any loss or liability arising from animals kept in their units. This responsibility extends to animals owned by or in the custody of guests of the resident.
3. All animals as defined in paragraph 1 above must be registered with Management. Proof of current inoculations and compliance with City ordinances will be required, and file photographs will be taken of the animal owner(s) and the animal(s). A fee to cover the cost of registration will be set by the Board. Visiting animals must also be registered with Management, and the maximum limit of two animals per unit must be maintained.
4. Animals are permitted only in Common areas of the property as needed to transport them to and from or within the building. Animals are not allowed in the lobby areas between the elevator landing and the front entrance. Any animal owner entering or exiting the building from the Plaza level with their animal must enter or exit the building only through the door on the south side of the Plaza level. The south side door is accessible to/from the freight/service elevator through the rear lobby exit corridor beyond the main elevator lobby.
5. Residents must use the large freight elevator, service elevator or stairwells to transport animals. In those instances when there are mechanical problems (freight and service elevators not operating, or south or P4 level doors not in service) or in emergency situations, rules prohibiting animal traffic in passenger elevators and the lobbies will be temporarily suspended, as necessary, until normal operations are restored.
6. Animals must be carried or on a leash sufficiently short to prevent jumping onto, or at, other persons or animals. Animals are not allowed to run loose on, or be tied to, any portion of the property.
7. Animals are only allowed on the Plaza to access the Pet Relief Area or to exit/enter the South access door to/from the driveway circle.
8. The fenced-in area of the ParkShore property on the north side of the Plaza level, accessed via the south door on the Plaza level, is designated as a pet relief area.
9. Animal relief is prohibited on all other ParkShore property; this prohibition includes the walls or any portion of the building for relief.
10. Each animal owner is responsible for picking up their animal's solid waste.
11. If an animal eliminates waste anywhere on the ParkShore property, the owner is responsible for the clean up and immediately notifying management about the accident in the event a deodorizer or additional clean up is needed.

## **APPLIANCES AND FIXTURES** (See also: Exhibit A — Construction & Remodeling Procedures)

1. Maintenance, repair, or replacement of appliances within individual units is the responsibility of the unit owner. The maintenance staff is prohibited from working on or repairing appliances except in cases of emergency.

2. Building staff or contractors may enter the unit without prior notice for emergencies.
3. Only liquid detergent may be used in the clothes washers and dishwashers.
4. Requests for relocation of dishwashers, clothes washers, dryers, or any fixtures must be submitted in writing to Management, along with a floor plan indicating desired placement of the appliance or fixture in the unit.
5. Improper, illegal, or unauthorized installation of an appliance or fixture is subject to removal or correction at the sole expense of the unit owner.

### **ASSESSMENTS, FINES AND OTHER CHARGES**

1. All monthly assessments, user charges, late charges, fines and other costs that the Association may charge under the Declaration, are due and payable by 5:00 p.m. on the first day of each month and considered late on the second day of the month. Management must receive payments no later than 5:00 p.m. on the 10th day of the month to avoid a late charge. Assessments and other fixed charges are due regardless of whether a statement is received.
2. Special assessments are due and payable on the date specified when assessed.
3. Unit owners are responsible for all unpaid service charges incurred by their lessees. Unit owners must provide Management with written notice authorizing lessees to initiate non-emergency maintenance requests from Association employees for which there is a charge. Damage charges, fines or other expenses resulting from a lessee's activities will be charged to the unit owner's account.
4. Payments for assessments and other charges must be mailed, deposited with Management, or paid through the approved electronic transfer/debit program.
5. Payments may only be made by check, money order, or direct debit. The Association charges a fee to unit owners and residents whose checks are returned for insufficient funds.
6. Payments are first applied to any outstanding charges on the account.

### **ATTIRE**

Appropriate footwear and appropriate clothing are required in all common areas, except the pool area, sundecks, and whirlpool area.

### **BALCONIES (See also: Barbecue Grills)**

(Note: Balconies are defined in the Declaration as Limited Common Elements.)

1. No extraneous material may be affixed to or draped over the limited common elements.
2. Charcoal grills are prohibited. Gas grills are allowed. Balcony doors must be shut while grilling.
3. Resident must take means to prevent items from blowing from balconies.
4. Nothing may be swept, shaken or thrown out of windows, doors, or off balconies.
5. Unauthorized painting or modifying the balcony structure or aesthetics is prohibited.

### **BARBECUE GRILLS (See also: Balconies)**

1. Outside grilling is restricted to the gas barbecue grills located on the southeast side of the Plaza.
2. Grills are available to residents on a first-come, first-served basis.
3. Residents must clean the grills, close the vents, and place garbage in the proper receptacles after use.
4. Once lit grills must be attended at all times.
5. The number of guests permitted in the grilling area is four (4) guests per unit.

## **BICYCLES**

1. Bicycles must be registered with Management at which time an identifying decal will be provided. The decal number is also the hook number where the bicycle must be stored. Management will remove unidentified bicycles from the Bicycle Storage Rooms. Bicycle space does not pass with the sale or lease of a unit.
2. A registration fee may be required at the discretion of the Board.
3. Only one bicycle per unit occupant may be registered and stored in the Bicycle Storage Rooms.
4. Only bicycles may be stored in the Bicycles Storage Rooms. Management will determine if space is available for child carriers/seats, or other child carrier bicycle attachments.
5. Access to the Bicycle Storage Rooms is through the use of a keyfob number, activated at registration.
6. Bicycles may not be brought onto passenger elevators or through the front lobby. Bicycles may be walked through the Plaza, concourse, and back lobby. Residents leaving their units with a bicycle must use the freight elevator. In the event the freight elevator is unavailable the service elevator may be used.
7. From time to time and as space permits, the Association may make available bicycle racks for guest usage. These racks may only be used from 5:00 a.m. through 11:00 p.m.. Management reserves the right to remove any bicycle that is in violation of this rule without notice.
8. Bicycles may not be parked or secured to any structure not specifically approved for bicycle parking.

## **BOARD MEETINGS**

1. Only Unit Owners and other persons permitted by the Board may attend Board meetings.
2. All recordings of Board meetings, whether by tape or film, must be done in such a manner as not to disrupt the meeting.

## **BOARD MEMBER ELECTIONS** (See also: Page 17, Direct Voting Rule)

1. Any unit owner may seek election to the Board.
2. Candidates are allowed to campaign in accordance with The ParkShore election procedures.
3. The distribution of ParkShore election material will be subject to restricted times and places as the Board determines.
4. The Board of Directors will refrain from endorsing any candidate.

## **BULLETIN BOARDS**

1. The bulletin boards in the main lobby and on the P4 level are for the sole use of the Board, Association committees/commissions, and Management.
2. The "Sales and Leases" bulletin board in the Receiving Room is to be used by residents for personal notices. Personal notices, posted by the resident, must have the date they were posted on the bulletin board and the unit number responsible for the posting indicated on the front of the notice.
3. The "Community Notices" bulletin board in the Receiving Room is to be used by service providers. Notices must have the date they were posted on the bulletin board and the unit number responsible for the posting indicated on the front of the notice. These notices must be appropriately sized (5" x 8" card is recommended) so to not consume an excessive amount of space.
4. Notices will be removed by management on a periodic basis and at management's sole discretion. Management will remove old or inappropriate notices.

## **CABLE TELEVISION & HIGH SPEED INTERNET**

1. The Association provides the master antenna; an authorized cable provider provides cable TV service to the building. The Association has negotiated a contract with the provider for the entire building. When it is

deemed advantageous to the unit owners and the Association, the Association shall also negotiate for the provision of high speed Internet service to all units and the common areas of the building. The established base rate for cable TV service and/or high speed Internet must be paid by each owner and is included on the owner's monthly statement.

2. Residents must contact the cable provider to arrange for installation or termination of service, or to order additional services.
3. Residents may not move or remove master antenna or cable equipment. The authorized cable provider must be contacted if a resident needs to relocate or add television outlets. Any interior renovation that affects the location of either the master antenna or cable equipment requires prior Management approval. Residents who move or remove the master antenna or cable equipment will be held responsible for any system outages or charges to remove unauthorized connections.

### **CARTS**

1. Carts must be returned by the resident to the door station within 20 minutes.
2. Carts may only be used in the building, the circle drive, and the garage.
3. Carts may not be used to move in or move out.

### **COMMON ELEMENTS** (See also: **Introduction; Disturbances; Health Club; Moving; Smoking**)

Common elements include all areas of the building and grounds except individual units.

1. Smoking is prohibited in all Common Elements except the designated areas of outdoor Plaza. Carrying lighted smoking materials in Common Elements outside of the designated smoking areas is also prohibited.
2. Loitering, running and playing are prohibited in all interior Common Elements except in designated areas.
3. Climbing on the fences, gates, retaining walls, other building structures, and nets is prohibited.
4. No one may unreasonably disturb others in any of the Common Elements, both inside and outside of the building (*e.g.* blocking off the grilling area and having a group of guests congregate around the grills is an example of unreasonably disturbing others use and enjoyment of the Common Elements).
5. Bicycles, skateboards, roller skates/blades, hoverboards or other wheeled devices, and other recreational equipment may not be used in any interior Common Element. Children riding tricycles, accompanied by an adult, are allowed on the Plaza, but not on the tennis court.
6. City of Chicago Fire Department regulations prohibit placement of personal property in hallways, stairwells, or outside of locked storage areas. Association employees will remove any such articles without notice.
7. Common Element doors including hospitality room doors must not be tampered with or propped open.
8. Eating is not permitted in elevators. Food and beverages must be transported in covered containers. Report spills to the Door Staff or Maintenance so that they may be cleaned up immediately.
9. Unit owners are financially responsible for damage to the Common Elements caused by themselves, their family, tenants, agents, guests, or animals.
10. The Common Elements shall not be used for commercial purposes.
11. Posted signage, specific to particular areas, must be observed.

### **COMPLAINTS AND SUGGESTIONS** (See also: **Exhibit B — Complaint Procedures**)

Comments and complaints related to any ParkShore matter should be addressed in writing to Management. If the problem cannot be resolved with Management, it should be communicated in writing to the President of the Association, who will discuss it with the Board. Correspondence addressed to the Board, Board President or any Board member should be placed in a sealed envelope with "Personal" or "Confidential" noted on it.

**CONSTRUCTION** (See: Exhibit A — Construction & Remodeling Procedures)

**CONTRACTORS & SERVICE PERSONNEL** (See also: Deliveries; Guests; Security; Keys, Security Systems & Lockouts)

The Association recognizes the difference between construction contractors and service personnel. Procedures pertaining to construction contractors can be found in Exhibit A.

1. Service personnel are required to register with doorman station, management or with the loading dock attendant.
2. "Permission to Enter" forms, must be on file in the Management Office before access will be granted for service personnel or others. A fax authorization will be accepted if accompanied by a copy of a photo ID.
3. Residents may leave duplicate keys with Management for release to authorized persons. A driver's license, state ID, or photo ID must be left as security when checking out a resident's key.
4. All construction/remodeling projects (*i.e.*, Categories A, B & C) must be submitted to the management office before the project commences.

**DELIVERIES** (See also: Contractors & Service Personnel; Guests; Security)

1. Packages should be delivered to the Receiving Room (cleaners) or directly to the resident. Door Staff may accept packages, at the resident's risk, only if the Receiving Room is closed, or the resident is not home.
2. Deliveries by outside vendors should be scheduled with Management and delivered through the loading dock or garage lobby entrance.
3. Either the freight or service elevator must be used for large deliveries. Large deliveries may not be brought through the main lobby.
4. Couriers or persons delivering food, medical and other small items, may be allowed on unit floors after signing in with the Door Staff and being announced.
5. The Association is not responsible for perishable items delivered to the building.

**DISTURBANCES** (See also: Introduction; Common Elements; Smoking)

1. Residents are expected to respect the privacy and quiet of other residents and to treat Association employees with respect.
2. Residents must not permit or participate in activities in the units or Common Elements that will unreasonably disturb or interfere with the rights and comfort of other unit owners or residents.
3. Sounds must be limited to a reasonable level consistent with the comfort of all residents of the building.
4. Smoke and other noxious or offensive odors must be contained within the unit.
5. Management has the authority to access a unit to investigate a disturbance complaint.
6. All residents and their guests must comply with a request by Association employees to cease a disturbance.

**DRAINS** (See also: Appliances & Fixtures)

1. Drain clogs should be reported immediately to Management or the Door Staff. There is no charge to the resident to clean a drain.
2. Caustic chemical drain openers, such as Drano, must not be used to clear clogged drains. The cost of repairs to plumbing caused by chemical agents will be charged to the unit owner.

**DRIVEWAY CIRCLE** (See also: **Garage; Parking**)

1. Vehicles may not block the driveway.
2. The circle driveway is to be used only for quick access. Active loading and unloading of passengers or small possessions of residents and their guests must be done so as not to block or impede traffic.
3. Harbor Drive is City property. The east/west extension drive and cul-de-sac leading to The ParkShore is private property. **City of Chicago Fire Department regulations prohibit parking or standing in any area of this private driveway for any reason or for any length of time.**
4. Unattended vehicles may be towed at the owner’s expense.
5. The Door Staff must be alerted if a person needs to leave a vehicle unattended to assist someone physically challenged.

Note: Residents are reminded that 30 minutes of free parking are available in the garage for residents and guests when there is a need to wait, or if loading and unloading cannot be done quickly. Residents should inform establishments that tend to deliver in ordinary passenger vehicles that their drivers should park in the garage as this will speed up delivery and minimize congestion in the circle drive.

**ELECTRONIC NOTIFICATIONS FROM THE ASSOCIATION**

Pursuant to Section 18.4(s) of the Illinois Condominium Property Act (“Condominium Act”), Unit Owners may opt-in to receive electronic mail notices of all notices and communications required or contemplated by the Illinois Condominium Property Act, the Declaration, the Rules and Regulations and any other applicable law in lieu of receiving a paper copy of such notices and correspondence by completing and submitting the Consent to Electronic Delivery form.

By opting-in to email notification program (‘going paperless’), each Unit Owner understands and agrees that: (i) the Unit Owner’s consent to receive email notifications, and/or view documents electronically, shall remain in effect until such Unit Owner submits a written request to the Board to once again receive paper notification or the Unit Owner no longer has an ownership interest in a Unit in the Association; and (ii) such Unit Owner hereby waives the right to receive physical written notices required by the Illinois Condominium Property Act, the Association’s Declaration or the Illinois Not-for-Profit Corporation Act by opting into email notification.

**EMERGENCY INFORMATION**

1. All residents must provide emergency contact information as required by Management.
2. Leaking water must be reported to the Door Staff or Management immediately.
3. Management reserves the right to enter the unit without prior notice for emergencies.

**EMPLOYEES OF THE ASSOCIATION**

**1. All ParkShore Employees**

- A. The employees of The ParkShore include the office management staff, door staff, and maintenance staff. ParkShore employees have been assigned certain duties and charged with certain responsibilities by Management in order to secure maximum protection and maintenance for the building. No resident may attempt to vary their duties or give employees work orders or verbal instruction.
- B. Raised voices, profanity, or other abusive behavior toward building employees will not be tolerated. Disputes or problems should be brought to the attention of Management. Residents experiencing difficulties in resolving problems with the Property Manager should contact the Board of Directors in writing.
- C. All matters concerning the units or inquiries to the Board of Directors should be directed to Management.



Correspondence addressed to the Board as “Board Only” or “Personal” or “Confidential” should be placed in a sealed envelope.

## 2. Door Staff

- A. Door Staff will provide access only to residents. Visitors must be announced for access, or must have authorized admittance via a “Permission to Enter” form on file.
- B. Door Staff are required to request identification to ensure proper admittance from any resident or guest unknown to them.
- C. Residents and visitors may not ask the Door Staff to do the following:
  1. Transport any items to or from a resident’s unit, or perform other personal services that require the Door Staff to leave the area of their responsibility while on duty.
  2. Allow use of the Door Staff station telephone to make or receive an outside telephone call.
  3. Pass a visitor through to a unit without obtaining prior permission by telephone of the resident and securing any signature, when required.
  4. Disclose confidential resident information.

## 3. Maintenance Staff

All maintenance requests must be made to Management or, after hours, to the Door Staff.

### **FLOOR COVERING** (See also: **Exhibit A – Construction and Remodeling Procedures, Hard-surface Flooring Acoustical Requirements**)

1. Any Unit Owner who wishes to alter their unit by installing or modifying hard surface flooring (*e.g.* ceramic tile, wood, slate, marble, vinyl, parquet, etc.) in any room, other than in bath and powder rooms, must obtain prior written approval of the Board of Directors through Management. Requests to the Board of Directors for the installation of hard surface flooring must include construction data and state the designed IIC rating at or above the level specified in Exhibit A under Hard Surface Flooring Acoustical Requirements.
2. During the actual installation or modification of any hard surface flooring, the unit owner shall allow the Management to inspect the floor before modifications are commenced, as each layer of underlayment and/or other sound absorbing materials are being placed, as the top layer or exposed surface is being installed, and upon completion of the installation of the floor but prior to installation of the shoe or baseboard. Notice of each stage of floor construction shall be provided to the Management no less than two business days prior to each stage of work. Failure to comply with this requirement may result in having to remove the hard surface flooring and reinstalling it subject to direct Management supervision and at Unit Owner’s expense.
3. Any floor suspected by Management of non-compliance with the requirements of the standards set in Exhibit A can be subject to inspection and testing by partial disassembly to examine its construction.
4. The staining of any hard surface flooring material requires Board approval, which shall only be given if the unit owner can demonstrate that the stain(s) comply with the Association’s requirements.

### **GARAGE / PARKING**

1. Drivers must proceed slowly and cautiously through the garage, observing all posted signs and yellow striping. Vehicle lights must be on.
2. The Parking Area, as defined in the Declaration, must not be used to park any vehicle other than a passenger vehicle which may not exceed the following dimensions: a height of seven (7) feet; a width of eight (8) feet six (6) inches; and a length of eighteen (18) feet.
3. Only residents of the ParkShore may own or rent a parking right in the garage. Parking rights can be sold separately from a unit, but they can only be sold to another ParkShore owner. In order to sell a parking right,

owners must use the Association's legal counsel to process and record the required amendment to the Declaration.

4. Residents must register all vehicles to be parked in the garage. All parking rights or leases must be properly registered with Management. A properly registered right will require an owner to provide Management with the following paperwork:
  - A. A recorded deed for each right that identifies a recorded deed number, is signed by all parties, and shows "parcel 4" identifying the type of parking right owned.
  - B. Completion of a "garage registration form" for each right.
  - C. A copy of the vehicle registration for each vehicle registered.
  - D. A new registration form must be completed upon sale or lease of a parking right.
5. Registered vehicles must display a ParkShore parking decal on the driver's side of the front windshield or a ParkShore hangtag hung from the rear view mirror.
6. At registration, residents will purchase a remote for garage access and exiting. If a remote is lost, it must be reported to Management immediately. Owners must turn in remotes upon sale or lease of a parking right.
7. All motorcycle space usage will be handled on a lease basis. Motorcycles must be properly registered with Management.
8. All unauthorized vehicles or vehicles illegally parked in the garage will be subject to towing at the vehicle owner's expense.
9. No more than one vehicle at a time may be parked in each designated self-park space.
10. Vehicle maintenance and vehicle repair may not be performed in the garage.
12. Residents will be charged for any damage or cleaning required due to fluid leaks. Vehicles must be repaired within 30 days of notice by Garage Management. Cardboard is available through Garage Management to collect leaking fluid in order to protect the garage floor.
12. Self-parkers may not store anything in their space other than their registered vehicle. Any such items will be removed and discarded without notification.
13. Valet parking owners are not permitted to park or retrieve their vehicles at any time.
14. Only garage employees may operate garage equipment.
15. The garage management company, their employees, the ParkShore Condominium Association, its employees, its Managing Agent, and the Board do not assume any responsibility for any item lost or stolen while a vehicle is parked in the garage.
16. Damage to a valet-parked vehicle must be reported to Garage Management.
17. Residents are responsible for damage to the garage caused by them or their vehicles. Owners of vehicles that have caused damage to the garage must pay the cost to repair the damage within ten (10) business days of notification of the damage cost. If the Association is not reimbursed within thirty (30) days, the Board shall have similar remedies to the extent as described for the collection of delinquent fees and charges.
18. Residents wishing to permit the use of their vehicle or parking space must complete a "Permission to Use" form available from Management. Garage management also requires that a photo ID be presented by the borrower of a vehicle.
19. Unit owners who lease their parking rights to others must use a Board-approved lease, with a copy of the lease given to Management. Lessees must also be a resident of the ParkShore and leases may not be shorter than one month. Lessees must obey all parking rules. If a lessee fails to comply, he may be subject to cancellation of the parking lease.
20. The Board may make electric charging station(s) available for residents who own electric vehicle(s). The electric charging stations are only available for use by residents and via the valet service. Prior to use of the electric charging station(s), the resident shall complete all paperwork required by the Association and garage management. Use and management of the electric charging station(s) shall be performed by garage management in consultation with the Board. The continued provision of the electric charging station shall be at the sole discretion of the Board.
21. Electric charging station(s) may not be installed in a self-park space without board approval.

## **GARBAGE**

1. No garbage or debris may be swept, shaken, or thrown out of windows, or into the halls, stairwells, elevators, or other Common Area.
2. All items for disposal through the garbage chute must be placed in plastic bags and securely tied.
3. Properly secured garbage must be pushed completely down the garbage chute before closing the chute door.
4. Diapers and animal litter must be double-bagged and tied before depositing down the garbage chute
5. Construction debris must not be thrown down the garbage chute.
6. Explosive, flammable, or other hazardous material, such as matches, lit cigarettes, etc., must not be thrown down the garbage chute. Please contact Management for proper disposal.
7. Cooking oil and grease must be collected in a can and sealed before disposal in the garbage chute.
8. Residents are responsible for the removal of their moving boxes and other moving material. These items must not be thrown down the garbage chute or left in the chute room. Please contact management office or front desk to have large items removed from the chute room.
9. Other boxes may be left in the chute room if first flattened/broken down and then neatly stacked against a wall. If the chute room has become cluttered with boxes, please call the management office or front desk to have boxes removed.
10. For disposal of large items, such as furniture or appliances, residents must arrange for a cartage service to remove them by calling Management. Costs incurred by the Association for the removal of bulky items will be billed to the unit owner.
11. Only newspaper, high-grade office paper, junk mail, mixed paper, magazines, and catalogues are to be placed in the garbage room recycling bin. Shredded paper is not recyclable. All other recyclable materials must be placed in the recycling bins located in the ParkShore's recycling center on P4. As the materials that are recyclable change from time to time residents should follow the signage posted in the chute room and recycling center.

## **GUESTS (See also: Contractors & Service Personnel; Deliveries; Security)**

All guests must comply with all Rules of the Association while on ParkShore property. Unit owners and residents are responsible for the behavior of their guests.

## **HEALTH CLUB (See also: Common Elements)**

The Health Club consists of the Swimming Pool, the Sun Decks, the Fitness Center, the Whirlpool, and Men's and Women's Locker Rooms, each of which has a Sauna. The Health Club is provided solely for the use of residents and their guests. The Association, Board, Managing Agent, and Association employees are not responsible for injuries or accidents incurred through use of the Health Club facilities, nor are they liable for any losses arising out of the use of Health Club facilities.

### **General Rules for All Health Club Facilities**

1. No food is allowed in any Health Club facility.
2. All beverages must be in covered, non-breakable containers in all areas.
3. Smoking is prohibited in all Common Areas of the building that are not specifically designated for smoking. Smoking is prohibited in any area of the Health Club .
4. Animals are not allowed anywhere on the 56th floor.
5. Proper attire must be worn specific to each facility, and cover-ups and footwear must be worn between the facilities and individual units.
6. Footwear must be worn in all interior areas of the 56th floor.
7. Radios, CD players, cassette players, or other such devices must be used with earphones in all common areas.

8. Only building provided furniture with the exception of medically necessary equipment are permitted on the 56th floor or sundecks.
9. Behaving in such a way that disrupts the use, safety, and enjoyment of the Health Club by other people will not be tolerated, and offenders will be asked to leave.

### **Swimming Pool**

1. Posted hours of use must be observed.
2. Posted Illinois Department of Public Health regulations must be observed.
3. A shower must be taken before entering the pool, and again after the use of sun tan lotion before entering the pool.
4. Long hair must be contained in a bathing cap, braided, or gathered in a hair device.
5. Proper swimming attire must be worn when using the pool. Under shorts and cut-off jeans are not allowed.
6. Persons not capable of controlling their bowels or bladders must wear tight-fitting rubber or plastic pants in the pool.
7. Everyone must be dried off before exiting the pool/whirlpool/locker room area.
8. Pool chairs and sundeck chairs may not be saved.
9. No beverages may be consumed in or within two feet of the pool.
10. The number of guests permitted at the swimming pool is limited to four (4) guests per unit.

### **Fitness Center**

1. No food or alcoholic beverages are allowed in the fitness center.
2. Proper attire must be worn, including athletic shoes and shirts.
3. Fitness Center users must adhere to all posted rules.
4. Posted instructions for equipment use must be followed at all times. Fitness Center users must not use the equipment in such a manner as to restrict its use by other users for unreasonable periods of time. Whenever someone is waiting, use of a particular piece of equipment must be confined to a maximum of 30 minutes.
5. Fitness Center users must wipe down equipment with a towel and provided cleaner after use.
6. Equipment may not be moved from Management-designated positions or removed from the Fitness Center.
7. Headsets must be used for music and TV.
8. Residents who are trainers may not use the fitness center to train non-residents. The trainee must be a resident of The ParkShore.

### **Locker Rooms and Saunas**

1. Lockers may not be used overnight.
2. Water must not be thrown on the heating coils in the saunas.
3. No alcoholic beverages are allowed in the saunas.

### **Whirlpool**

1. A shower must be taken before entering the whirlpool.
2. Proper swimming attire must be worn in the whirlpool.
3. Elderly persons, pregnant women, persons using prescription medications, and persons suffering from heart disease, diabetes or high blood pressure should consult a physician before using the whirlpool.
4. Persons under the influence of alcohol or drugs shall not use the whirlpool.
5. The whirlpool may not be used alone.
6. Persons should not spend more than 15 minutes in the whirlpool in any one session.
7. Children under the age of 16 shall not use the whirlpool unless accompanied by a responsible person 16 years of age or older.
8. The posted whirlpool user capacity shall not be exceeded.

## **HOSPITALITY ROOMS**

1. Use of a Hospitality Room by a resident is through a reservation process and completion of a contract with Management. A fee for use of a hospitality room in addition charges related to the setup and cleanup of the hospitality room may be assessed at rates set by the Board. A resident may not reserve a Hospitality Room for the same major holiday for two consecutive years (*e.g.* New Years Eve or Day, Easter, Memorial Day, Independence Day, Air & Water Show, Labor Day, Thanksgiving, Christmas, etc...) unless no other resident has reserved the desired Hospitality Room two months prior to the event date.
2. Only a unit owner or legal lessee of a unit at the ParkShore may reserve a Hospitality Room. Non-resident owners, whose units are leased, may not reserve a Hospitality Room during the term of the lease.
3. The resident reserving the room must be present throughout the function.
4. Hospitality Rooms reserved by residents for private events may not be used for commercial functions. No donations or fees for admissions, attendance, or for food or drinks may be charged, directly or indirectly, by any resident or guest for any function held in a Hospitality Room.
5. A contract for the use of a Hospitality Room means that guests are limited to the use of the room and to no other common element facility (*e.g.*, pool, health club facility, tennis court, grilling area, sundeck). Guests of the event may be asked to leave if found in unauthorized common elements.
6. The windows must remain closed at all times. The doors leading to the tennis court may be opened *only* in case of emergency.
7. Excessive noise, inappropriate behavior, or the violation of these Rules may result in the function being stopped and guests asked to leave. The resident responsible for the event may be denied any future opportunity to reserve a Hospitality Room.
8. It is the responsibility of the resident who reserves the room to inform their guests of the rules. The resident is responsible for the conduct of their guests and for assuring that guests exit the building in an orderly fashion.
9. Wall decorations must be limited to the window walls.
10. The Association has priority to reserve the Hospitality Rooms for Association sponsored functions and meetings. Association sponsored functions and meetings are those events approved by the Board or a Board created committee, and are open to all residents (with the exception of Association meetings that are limited to unit owners by law or the Association's Declaration and/or rules).
11. The resident reserving a Hospitality Room must abide by the rules, regulations, and procedures outlined in the contract for use of the room.
12. Residents and guests must adhere to the hours of use, maximum capacity limits, and Association rules.
13. Use of the Hospitality Rooms must not violate any laws or municipal ordinances.

## **RULES FOR USE OF A HOSPITALITY ROOM WHEN NOT RESERVED FOR EXCLUSIVE USE**

When not reserved for exclusive use by a resident or the Association, the managing agent acting in accordance with the Board's direction may make one or both of the hospitality rooms available for use by *residents* who are eligible to lease a Hospitality Room (*i.e.*, residence, intended use, etc...) as a comfortable place for residents to visit, read, use their computers, or engage in non-disruptive activity. In addition to the rules set forth for exclusive use of a Hospitality Room, the following rules also apply:

1. An adult resident must accompany their guest(s) at all times. As with all other areas of the building, the resident is responsible for any damage caused by their guest(s).
2. No use of the appliances.
3. Non-alcoholic beverages may be consumed if in a covered non-glass container.
4. If furniture is moved, it must be returned to its original position before the person who moved it leaves the room.
5. The large stone table is not to be moved under any circumstances.

6. Turn off all lights and equipment if you are the last one in the room.
7. Promptly notify management office or the front desk of any issues in the room.
8. Clean up after yourself. The Club Room and Library represent a substantial investment by the ParkShore Condominium Association and will remain open for non-exclusive use only as long as they stay in good condition and does not materially increase the amount of time maintenance spends maintaining the common areas.
9. Behaving in such a way that disrupts the use, safety, or enjoyment of the Club Room or Library by other people will not be tolerated, and offenders will be asked to leave and will have their privilege to use the hospitality rooms when not reserved for exclusive use revoked.

The Board has the sole discretion to ban residents and their guests from using the Club Room and/or Library based on any violation of the foregoing rules. Any damage determined to be caused by a resident will be charged to the unit owner of the unit the resident was staying in. The amount recoverable by the Association is not limited to the deposit.

### **INSURANCE**

Each Unit Owner shall be responsible for obtaining insurance on the contents of their own Unit and furnishings and personal property therein, and their personal property stored elsewhere on the property, and their personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the common expenses. Effective January 1, 2003, the Board requires Unit Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Owner or their guests, residents or invitees or regardless of any negligence when originating from the Unit. The insurance coverage shall be in a minimum amount of \$1,000,000. The personal liability of a Unit Owner as an Association member, must include the deductible of the Owner whose Unit was damaged, and any damage not covered by insurance required by this rule, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

### **KEYFOBS (See also: Keys, Security Systems & Lockouts)**

1. Building access control devices (keyfobs) are individually encoded and remain the property of the ParkShore. These devices must be returned to Management at the sale or transfer of any unit.
2. Lost/stolen keyfobs must be reported to Management. The unit owner will be charged for the replacement of all lost/stolen keyfobs.

### **KEYS, SECURITY SYSTEMS, LOCKOUTS (See also: Contractors & Service Personnel; Keyfobs)**

1. Each unit owner must provide Management with a current set of keys and any access codes for all locks on each unit entry door and storage locker. If Management is not provided with a key or access code to a Unit, and is required to make a forced entry, the Unit Owner – not Management or the Association - will bear the expense of lock replacement and any other damage incurred. Keys kept in the Management Office will not be released under any circumstances other than those mentioned above.
2. Unit owners installing private alarm systems for a unit must notify Management prior to installation. Owners must register the alarm monitoring company's name and phone number with Management to allow entry in case of emergency. Individual security systems that are disruptive to other residents are not permitted. Unit owners are responsible for any costs incurred in removing such systems or modifying them in order to eliminate any disruption.
3. During office hours, there will be no charge for lockouts. After office hours, maintenance will open your unit door and a fee will be charged.
4. If a resident loses their key, Management should be contacted for a replacement. A fee will be charged for

each key replaced. Maintenance staff will not make replacement keys in lieu of a resident paying a lockout charge.

5. During office hours, residents must leave duplicate keys with Management for release to their guests along with a "Permission to Enter" form. A driver's license, state ID or photo ID must be left as security when signing out a resident's key. After office hours, residents may leave a duplicate key and form with the Door Staff. Keys left with the Door Staff are left at the risk of the resident.

## **LEASES & SUBLEASES**

Article 12, Section 12.2 of the ParkShore Condominium Association's Declaration, as amended as of August 8, 2002, provides that: (1) no unit may be used for hotel or transient purposes; (2) only an entire unit may be leased; (3) the minimum lease term that may be entered into is one year; and (4) only one sublease can occur during that one-year lease. Two exceptions to the short term rental rule exist. First, ParkShore Unit Owners that wish to rent another unit on a short term basis while their unit is undergoing remodeling may do so for a term of less than one year. Second, upon written application to the Board; the Board may grant a hardship exemption from the one-year lease term requirement. The application shall contain all facts demonstrating a hardship that justifies relief from the one-year requirement and the Board shall act on the application within thirty days from receipt of the application. Hardship exemptions are rarely granted and will not be considered unless the Unit Owner is current on all assessments and other fees levied by the Association. The Board has the sole discretion to approve all applications for hardship leases, and the decision of the Board shall be binding upon the Unit Owner.

The following rules also apply to all leases and subleases:

1. The lessee under every lease and sublease shall be bound by and subject to all of the obligations, under the Declaration, By-Laws, and these Rules. Any lessee's and/or sublessee's failure to comply therewith shall constitute a default under the lease and/or sublease, and the breach shall be enforceable by the Board or the Association, and the lease and/or sublease shall be deemed to expressly so provide. Depending on the severity of the infraction, the Board or the Association shall have the right to terminate the occupancy of the lessee and/or sublessee.
2. The Unit Owner is not relieved from complying with Declaration, By-Laws, and these Rules. The Unit Owner's inability to recover damages from their lessee or sublessee shall not excuse their payment of any fine levied by the Board or be used as a reason for not terminating the lease and/or sublease.
3. Each and every lease and sublease of a Unit Ownership shall be in writing and the Unit Owner leasing the Unit Ownership shall deliver a copy of the Signed lease and sublease to the Board within ten (10) days after the lease is executed and prior to occupancy.
4. Occupancy shall not be allowed prior to the Unit Owner providing the management with proof of insurance that complies with the coverage requirements set forth in these rules and covers damage to the common elements and/or other units that might be caused by the lessee and/or sublessee.
5. All leases and subleases are subject to the move-in/move-out fee in effect at the time the lease/sub-lease is approved.

## **LOCKER STORAGE**

1. In compliance with Chicago Fire Department regulations, explosive and flammable items must not be kept or stored in lockers. Management has the right to remove them immediately without notification.
2. All personal items must be stored within the resident's assigned locker. Personal belongings outside of, on top of, or in unauthorized lockers will be removed and discarded.

## **MORTGAGES**

As required by the Condominium Act, within 15 days after the recording of a mortgage or trust deed against a unit, given by the unit owner of that unit to secure a debt, the unit owner must notify the Board in writing of the identity of the lender and the mailing address at which the lender can receive notices from the Association. Any unit owner who fails or refuses to do so will be liable to the Association for all costs, expenses, and reasonable attorneys' fees, and any other damages incurred by the Association as a result of such failure or refusal.

## **MOVING** (See also: **Common Elements**)

1. Move-ins and move-outs must be scheduled through Management.
2. The resident must pay all required fees and deposits.
3. Only the service or freight elevator may be used.
4. All moves must take place Monday through Friday, except legal holidays, between 8:00 a.m. and 4:30 p.m. and on Saturdays between 8:00 a.m. and 2:00 p.m. A fee is charged for use of the dock after hours and on Saturdays.
5. The resident or their designee must be present within the unit at all times during the move to supervise moving personnel.
6. Items shall not be delivered to the ParkShore prior to the resident or their designee arriving and being able to accept the shipment(s).
7. Placement of elevator pads, chute room door pads, setting the elevator for independent service, and instructing the moving personnel on the proper way to operate the elevator will be handled by the building engineer or the loading dock supervisor.
8. Residents are responsible for the removal of their moving boxes and other moving material. These items must not be thrown down the garbage chute or left in the chute room. Please contact management office or front desk to have large items removed from the chute room.

## **NOISE** (See: **Disturbances**)

## **REAL ESTATE BROKERS** (See also: **Keys, Security Systems, Lockouts**)

1. When unit owners are not at home, real estate brokers will only be admitted into the building to show a unit for sale or rent after a "Permission to Enter" form has been submitted. During office hours, keys may be left with Management. After hours, keys may be left with the Door Staff.
2. Management must be notified of an open house at least 24 hours in advance. The broker or unit owner must provide an extra person to escort the prospects to and from the unit and lobby area. Open house notices may be placed only on the bulletin board in the cleaners/valet area.

## **RECEIVING ROOM** (See also: **Contractors & Service Personnel; Deliveries**)

The Receiving Room attendant accepts packages for unit owners and residents. Association staff does not have access to the Receiving Room. Packages delivered to the receiving room:

1. Must be picked up within five (5) business days after notice of delivery being sent to the resident.
2. Shall not exceed fifty (50) pounds.
3. Must fit on a building provided cart.



Packages that violate the foregoing restrictions shall be assessed a fee and moved to a long term storage room where a daily storage fee will be charged. The fee will be set by the Board. The fee may be waived by management in accordance with guidelines set by the Board. Nothing in this rule shall be construed as requiring the receiving room to accept packages that it determines are too large or heavy.

The Association may offer package delivery to a unit for a fee provided the resident has given Association staff permission to enter the unit for the limited purpose of delivering the package(s).

A resident may not ask the Receiving Room attendant to unload furniture or major appliances.

## **REMODELING AND CONSTRUCTION (See Exhibit A — Construction & Remodeling Rules)**

### **SALE OF UNITS**

1. Subject to Section 12 of the Declaration, unit owners may transfer, without restriction, their entire unit. Notice of transfer must be given to the Board, in the manner provided, within five (5) days following consummation of transfer.
2. If a sale of a unit is attempted or consummated without proper notice, the sale is subject to the rights and options of the Board, including denial or termination of possession of the Unit. The Board may prevent the purchaser(s) from occupying the unit and levy a fine against the owner.

### **SECURITY (See also: see Keyfobs; Keys, Security Systems & Lockouts)**

Each resident is responsible for helping to maintain a secure environment at The ParkShore.

1. Lost key fobs must be reported immediately to Management.
2. Residents should not allow anyone unfamiliar, or any unauthorized non-residents, access to the common areas, or allow anyone unfamiliar or unauthorized to enter the building or garage after them. Any security concerns, including an attempt by any unauthorized non-resident to gain access into the building, garage, or common areas, should be reported immediately to the Door Staff, Management, or Maintenance Staff.
3. New residents should introduce themselves to the Door Staff. All residents and guests must identify themselves upon request of the Door Staff. The Door Staff are instructed to stop any unauthorized persons from entering the building.
4. All persons visiting a unit for commercial purposes, or any non-resident who uses The ParkShore Cleaners, must sign in and leave a photo ID at the Door Staff station or with the loading dock manager. Any one refusing to comply may be denied access to the building.

### **SMOKE ALARMS**

The City of Chicago requires that all residential units be equipped with a smoke detector wired to a 110-volt supply. Residents are advised to test their smoke detectors monthly.

### **SMOKING/NOXIOUS ODORS (See also: Introduction; Common Elements; Disturbances)**

1. A City of Chicago ordinance and these Rules prohibit smoking or carrying lighted smoking materials in elevators. Carrying lighted smoking materials in all common elements except those designated for smoking is also prohibited.

2. Each Unit Owner, and any other person occupying a Unit, shall take any and all steps, measures and/or precautions as shall be necessary and sufficient to prevent smoke of any sort, or any other noxious, toxic or harmful substance, gas, liquid, or odor from escaping the boundaries or confines of that Unit and/or of its Limited Common Elements. Such steps may include, but may not be limited to, sealing the Unit to prevent odor transmission, adapting the flow of ventilation fans to prevent odor transmission, restricting smoking or any other odor producing activity to a certain area of the Unit as directed by management, or permanently refraining from smoking or any other activity which creates an offensive odor. Any such escape of odor which unreasonably annoys, injures or endangers the comfort, repose, health or safety of any person(s) lawfully occupying any other Unit or using any of the Common Elements of the Condominium, shall constitute a nuisance in violation of Section 7.1(f) of the Condominium Declaration.

### **TENNIS COURT**

1. The tennis court is for the exclusive use of ParkShore residents and their guests.
2. Residents must make a reservation to use the tennis court no more than 48 hours in advance unless they have made special arrangements with Management. Registration sheets are available at the Door Staff station.
3. The tennis court is to be used for playing tennis. In the event that no one is playing tennis, the tennis court may be used for other recreational activities so long as: (1) it does not damage the tennis court; and (2) the activity is stopped when residents desirous of playing tennis appear.
4. The tennis court net should not be hung from, sat on, or used for any purpose for which it was not intended.
5. Reservations/play on the tennis court is limited to one (1) hour per set/group of players, unless no party is waiting for use of the court.

### **USE & OCCUPANCY**

1. Under the Condominium Act, all leases and tenant occupancies are subject to the Declaration of Condominium Ownership and rules and regulations of the Association.
2. Each unit shall be used primarily for residential purposes. Limited business activity may take place in any unit. Residents may use their units as home offices and receive occasional business guests. This rule does not prohibit charitable activities that do not generate regular visitor traffic.
3. All new occupants must submit and/or complete the following:
  - A. An occupancy registration form listing all occupants (and animals) to Management.
  - B. Proof of ownership (closing statement and copy of warranty or other deed), or a written lease or sublease, or a memorandum of an oral lease or sublease, that includes a start date and a termination date, within 10 days after the lease or sublease is executed and prior to occupancy.
  - C. Schedule and attend a building orientation meeting.
  - D. Each move in or move out requiring the use of the freight elevator requires a refundable damage deposit, payable at the Management Office before a move can be scheduled.
  - E. Each unit owner renting or leasing a unit will be required to pay a fee before for the start of each new tenant occupancy.
4. Each unit shall submit an occupancy registration form at least annually which lists all occupants and animals residing in their unit and which acknowledges that a copy of these rules have been received and read by each occupant.

### **UNIT ENTRANCE DOORS**

1. The exterior of a unit door may not be altered or changed in any manner without written Board approval. The unit door includes the frame and threshold. Modifications to a unit door that change the uniform appearance of the common elements will not be approved.

2. The unit doors and locks are Limited Common Elements defined as part of the unit. Under the Declaration, the repair and maintenance of unit doors are the owner's responsibility.
3. Insulation strips or other devices which restrict the flow of air into a unit from the corridor are not permitted.
4. Propping open a unit door is prohibited.

### **VENTILATION**

1. No devices may be installed in the ventilation ducts.
2. Venting appliances into the building ventilation system is strictly prohibited.

### **VIOLATIONS (See Exhibit B — Steps in the Complaint Process)**

1. In the event of a problem between residents, the respective parties are requested to attempt to resolve these matters directly in a friendly and neighborly manner. If these attempts are unsatisfactory, then the procedures outlined in EXHIBIT B apply.
2. Complaints, which allege a violation of the Condominium Instruments or Rules, must be made in writing to Management.
3. Violations of the Declaration, By-Laws, and/or these Rules are enforced not only by resident complaints to management, but by management at the request of the Board. The Board shall impose fines and/or other remedies as the Board determines in its sole discretion to be appropriate. The Board's decision is final.

### **WINDOWS (See also Windows under Construction and Remodeling Procedures in Exhibit A)**

1. Windows and sliding glass doors must be kept tightly closed and locked during cold or inclement weather.
2. No material or objects of any kind may be affixed to the surface of any window.
3. All window coverings must be white or ivory on the outside facing side.

# THE PARKSHORE CONDOMINIUM ASSOCIATION

## DIRECT VOTING RULE

Adopted Tuesday, April 27, 2004

In all elections for board members, voting will be conducted exclusively by means of an Association-issued direct voting ballot ("Ballot") in accordance with the following procedures and timetable. As authorized by Section 18(b)(9) of the Illinois Condominium Property Act, voting by proxy is not permitted.

**Preliminary Notification of Annual Meeting:** A preliminary notification of the annual meeting will be distributed to each Voting Member approximately 60 days before the annual meeting (but not less than 21 days before Ballots are distributed). The preliminary notification will establish a single deadline (the "Deadline") for candidates to provide the Management Office with (a) written notice of their intent to run for election to the board, and (b) biographical and background information on one side of a 8.5" x 11" sheet of paper. The Deadline will be no more than 7 days before Ballots are distributed to Voting Members.

**Candidates and Biographical Information:** The names of all candidates who provide the Management Office with written notice of their intent to run for election to the board by the Deadline will appear on the Ballot. The Ballot will also provide space for votes for write-in candidates. All Candidates who submit biographical and background information to the Management Office in the prescribed format by the Deadline will have copies of that information distributed with the Ballot.

**Distribution of Ballots, Notice and Biographical Information:** A Ballot will be distributed to each Voting Member approximately 21 days (but not less than 10 days or more than 30 days) before the annual meeting, together with official notice of the annual meeting and copies of biographical and background information timely submitted by candidates in the prescribed format.

**Submission of Ballots:** Voting Members may submit completed Ballots in any of the following ways: (1) in person at the annual meeting, (2) by depositing a Ballot in the Ballot box in the building lobby at any time until one hour before the annual meeting, or (3) by delivery to the Management Office (or another location specified on the Ballot) by personal delivery, U.S. Mail, over-night delivery, messenger delivery, fax or email attachment, so that the Ballot is received at least five hours before the annual meeting. Ballots received after the close of voting shall not be counted. A replacement Ballot will be provided by the Management Office to a Voting Member upon request. Submission of a replacement Ballot will void and supersede any Ballot previously submitted for that unit.

**Ballots Must be Signed:** In order to verify the status of the Voting Member casting a Ballot, each Ballot must be signed by the Voting Member. Any Ballot submitted without the signature of the unit's Voting Member will not be counted.