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Karen A.Yarbrough
Cook County Recorder of Deeds
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3307 W Warren Blvd Condominium Association

Rules and Regulations

Effective January 8th, 2013

Property of Cook County Clerk's Office
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The 3307 W Warren Blvd Condominium Association, through its Board of Directors, has formulated certain rules and regulations to be followed by all owners and residents, so living at the 3307 W Warren Blvd Condominium will be a pleasant community experience and the reputation of the building and the value of all its units will be enhanced. All owners and residents of the building are urged to familiarize themselves with the Rules and Regulations of the Association. ✕

The unit owners and residents are responsible for maintaining the rules and regulations of the 3307 W Warren Blvd Condominium Association as set forth herein. **The unit owners are responsible for advising any guests or tenants who may be occupying the premises of the condominium unit of the rules and regulations set forth herein. Likewise, unit owners are financially responsible for any damage which occurs through their neglect or lack of dissemination of information to their tenants and guests, or their failure in lack of compliance.**

The Association Board shall have the power to hold appropriate hearings and recommend penalties and fines as indicated. Unit residents and tenants are required to appear at any hearing when so requested by the Board.

These rules are based on the philosophy that all owners and residents have the right to the safe and quiet enjoyment of their units. It is the intent of the Association that these rules will help ensure mutually comfortable surroundings and security and maintain the value of the building. All unit owners and their invitees and guests are obligated to observe all of the provisions of the Condominium Declaration and By-Laws, as well as, the Association Rules.

As a matter of fairness to all unit owners and residents, every attempt will be made to enforce the following Association Rules. Any reported violation of these Rules will result in appropriate action being taken by the Board of Directors of the 3307 W Warren Condominium Association in accordance with its powers and duties.

COMPLIANCE

In addition to the 3307 W Warren Condominium Association Rules, Declaration, and By-Laws, all activities within the building are subject to provisions of the Illinois Condominium Property Act and any applicable law or ordinance of the State of Illinois, the County of Cook, or the City of Chicago.

All rules, restrictions, and covenants contained in the Condominium Instruments are incorporated as part of these Rules and are subject to the enforcement policies and procedures set forth herein. To the extent that the provisions of any applicable law, the Condominium

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Instruments, and/or the Rules are in conflict, the provisions of the applicable law shall first control, followed by the provisions of the Condominium. Instruments, and then the Rules. The Rules shall govern the conduct of all residents and any person on the Property at the invitation or permission of any resident. Each unit owner shall be responsible for the conduct of their family living in the unit as well as any guests, invitees, household staff and anyone occupying the unit.

A failure to comply with the Rules, Declaration, or By-Laws may result in a substantial penalty imposed upon the unit owner responsible. The Illinois Condominium Property Act provides that the Board of Directors may levy and collect a reasonable fine, subject to notice and opportunity for a hearing, for a violation of any provision of the Declaration, By-Laws, or Rules.

PENALTIES AND FINES

NOTE: The penalties below apply to each and every rule and regulation although they will not be specifically printed under each rule and regulation. These fines are in addition to the fines listed within each rule and regulation and the full repair costs of any damages. Violators of any rule(s) will be notified of any infraction through letter form from the management company. Before imposition of any fines, violators will be given a hearing date to appear before the Board or a Committee to present their position(s) and provide documentation to substantiate their position

1. First Violation - Warning letter specifying potential consequences.
2. Second Violation - Fine not to exceed \$100.00.
3. Repeated Violations - Fine not to exceed \$500.00.

In the event of a violation of any of the provisions of the Declaration, By-Laws, and/or Rules of the Association, the Board may, in addition to other rights and remedies available at law or in equity, pursuant to the Declaration, By-Laws, or Condominium Property Act, proceed as follows:

1. Upon a violation, the owner shall be notified of the violation by the appropriate authorized personnel of the Association and, if the Board so elects, by the Association's attorney.
2. Notifications of violations may also contain such demands as are deemed necessary to protect the interests of the Association in accordance with the provisions of the Condominium Property Act, the Declaration, By-Laws, and/or Rules of the Association.
3. If any owner feels they have been wrongly or unjustly charged with a violation hereunder, the owner may, within ten (10) days after notification according to Paragraph 1 of this section, submit in writing a protest to the Board stating the reasons the owner feels that there is or was no violation. An owner may request a hearing with the Board within 30 days of the notice.
4. A hearing on the violations shall be held at the time, date, and place stated in the Notice(s) of Violation.
 - a. At the hearing, the Board shall have the authority, at its discretion, to continue the hearing without further notice, either at the request of the owner or upon the Board's own motion.
 - b. Should no protest be filed or if the owner fails to attend the hearing, the allegation in the Notice of Violation may be, at the Board's discretion, deemed admitted.
 - c. Should no protest be filed or if the owner attends the hearing, the Board shall consider arguments, evidence, or statements regarding the alleged violation.

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- d. At the hearing, an owner may be represented by an attorney. However, if an attorney appears on behalf of the owner, the Board may continue the hearing until the Association's attorney has been consulted or is present.
- e. After a hearing, the Board shall state its determination regarding the alleged violation. The Board shall determine and assess the fine in accordance with the paragraphs above; the amount, if any, of attorney's fees incurred by the Association; and the amount if any, of costs, damages, expenses, and other charges attributable to or resulting from the violation. In addition, the Board may determine that there are or may be costs, damages, expenses, and other charges, including attorney's fees, attributable to or resulting from the violation, that will be incurred in the future, and the Board may assess such charges to the owner's account and against the owner's unit as such charges are incurred. The decision of the Board shall be final and binding on the owner, who shall be notified of the Board's determinations.
- f. Payment of amounts assessed under this section shall become due and owing when the Board has completed its determination. Failure to make payment in full within 30 days following notification of the Board's determination shall subject the owner to all of the legal or equitable remedies necessary for the collection of the same. Amounts assessed under this section shall be added to and deemed a part of the common expenses of the unit associated with the violation or the violator(s), and the Association shall have a lien on the unit for the amount thereof.

INSURANCE REQUIREMENTS

Unit owners are responsible for carrying liability insurance and personal property insurance to cover damage to person property for individual units and damage to other units caused by unit resident actions. A copy of each units condominium owner insurance policy should be forwarded to board President to keep on record.

Owners shall not permit anything to be done or kept in their respective units or in the common Elements which could result in the cancellation of insurance or an increase in the rate of insurance for the Building or its contents or which would be in violation of any law, including any building codes or municipal ordinances. Owners shall not permit businesses, activities, or uses to be conducted in their units or the Common Elements which could result in the cancellation of insurance or an increase in the rate of insurance for the Building or its contents or which would be in violation of any law, including any building codes or municipal ordinances.

Any actions, activities, usages or licenses which, in the opinion of the Board, its insurance carrier, or any governmental agency, may increase the insurable risk of the Association, shall not be conducted, shall not be allowed, shall be considered a violation of the Rules, and may be the basis for action by the Association to terminate such activities. The Board may undertake whatever legal action it deems appropriate or necessary to have the violation cease. The Association may also impose any and all additional insurance costs upon the owner or owners responsible for such activities.

1. **MANDATORY INSURANCE:** All Owners shall comply with the Illinois Condominium Property Act, Section 12, Insurance, which authorizes the Board of Directors to require the following:
 - a) All unit Owners shall provide management with a Certificate of Liability Insurance. Certificates shall be provided for any subsequent renewals or replacements. Unit coverage shall be in the amount of no less than \$500,000.

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- b) This insurance shall cover personal liability and compensatory (but not consequential) damages to another unit, caused by the negligence of the unit owner, his or her guest, residents, or invitees. The personal liability of an Owner must include the deductible of the Owner whose unit was damaged, and any damage not covered by insurance required by this paragraph, as well as the decorating, painting, wall and flooring coverings, trim, appliances, equipment and other furnishings.
- c) All Unit-to-Unit damage claims shall be disputed and handled between Owners and their respective insurance companies and the Association's insurance carrier, if applicable. The Association will charge the deductible of the Association's policy back to the unit owner that caused the loss.
- d) Failure by an Owner to provide the required proof of insurance, or any renewal thereof after policy expiration, shall result in a fine of \$250.00 for each and every month after such expiration until the required proof of insurance is submitted.

ASSESSMENT PAYMENTS

All assessments are due and payable on the first day of the month. Assessments are subject to a \$25 per month late charge if not received in the office of the management company by the 15th day of the month. The association has no authority to forebear the payment of assessments by any unit owner. This is in compliance with the Illinois Condominium Property Act. Unit owners are subject to penalties for unpaid assessments. The Board will determine appropriate actions which may include a lien on the unit or forced sale of property.

1. Any and all administrative or bank charges incurred by the Association as a result of checks returned for any reason plus an administrative charge set by the Board of Directors will be charged to and be the responsibility of the owner.
2. Any account on which any amount due to the Association, including any service and administrative charges, has not been paid within thirty (30) days of the date on which originally due may be turned over to an attorney to commence legal and/or collection proceedings.
3. The Association and its attorney may collect, evict, foreclose, or take any or all actions available against a delinquent owner from among those offered by statute, the Declaration, or the By-Laws.
 - a. Any and all costs incurred in researching or collecting delinquent assessments from the responsible owner shall be charged to and shall be paid by the responsible delinquent owner. These costs include, but are not limited to: all fees, costs or expenses incurred by the Association with respect to contacting and/or consulting with an attorney, whether the contact is between the Association and attorney, the owner and attorney, or an owner representative (attorney) and the attorney whether by telephone or written correspondence; tract book search costs; lien filing fees; skip tracer fees court costs; and any and all management consultation or other costs.
 - b. The Association may attempt to collect all costs identified above as a part of the particular collection action. However, it is possible that the Association may collect less than all amounts billed and due or that additional costs and expenses will be billed and/or incurred after payment, either as a result of the owner's action or otherwise. The delinquent owner is fully responsible for all such additional costs and expenses, and they shall be billed to the owner's account and shall thereafter be payable in the same manner as other assessments

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or expenses. If such amount is not paid, additional late fees and charges will be incurred by the owner as a result of that delinquency. Furthermore, the Association may pursue recovery of these delinquent amounts.

4. Any further separate or special assessment for damage to the Common Elements, repairs chargeable to a specific owner, or any non-recurrent common expense are also subject to these Rules.

Use of Units Residential Use

Units in the Condominium are for housing and related residential purposes and are not to be used for business, trade, or professional activities and then only in such manner as not to create excessive traffic in the Common Elements nor to disturb other residents' quiet enjoyment of their homes. Units are not to be leased, licensed, occupied, or otherwise used on a transient or temporary basis; they may not be utilized as hotel or motel rooms or occupied, rented, leased, or licensed on a monthly basis.

An owner using the unit in violation hereof will receive a notice and a hearing before the Board of Directors. A daily fine shall be levied for each day the activity continues. The fine shall not be the Association's sole or exclusive remedy. The Association reserves the right to use or invoke any and all rights available in the Declarations and By-Laws or at law or in equity.

MOVING PROCEDURES

Unit residents must notify the board ten (10) days prior to move in or move out.

Unit residents are responsible for: Any damage done for any of the common areas during move in/out cleaning and removing any debris in all common areas caused by their move notifying the board when an extra garbage pick-up is needed Informing the board upon completion of the move. This applies to anyone moving in or moving out.

SECURITY

Security is the responsibility of all residents.

The Board recommends:

Any doors which do not function properly should be reported immediately.

Extreme care should be used in identifying individuals who are permitted to enter the building.

Damage to the Common Elements by a resident's action will be charged to the resident who is responsible. Owners are responsible for damage caused by themselves, their families or invitees.

Owners are required to maintain an adequate number of functioning smoke detectors in their units as required by law.

Unit owners may install private security systems, which may include video surveillance, as long as said equipment is located within the parameters of his or her individual unit.

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RUBBISH DISPOSAL

All garbage and refuse must be properly bagged and deposited in the appropriate waste container. Odorous garbage from pets, diapers, or cooking must be securely tied in plastic bags.

1. No raw garbage, medical waste or un-bagged pet waste shall be disposed in the building trash containers
2. Boxes must be broken down and placed in or next to the common containers.
3. Grease is not be poured down drains. Suggested disposal is collection in a container, bagged in a sealed bag and disposed in the common garbage container.
4. Kitty litter must be sealed tightly in plastic bags and placed in common garbage container
5. When natural holiday trees are used, Unit resident must clean up debris from transporting in or out of the building.
6. All cigarettes and ashes must be disposed of properly and not within the common areas.

DISTURBANCES

1. No activity shall be carried on in any unit or common area which may become an annoyance to other residents
2. Musical instruments, radio, stereo, sound system or televisions must be played at a volume to not disturb any other residents.
3. The board recognizes 10pm to 6am as quiet hours, during which time any disturbance will be subject to a violation and/or fine.

Outdoor Spaces

1. No awnings, shades, signs, flags or covers are to be installed on porches
2. No sheets blankets, rugs, laundry of any kind, articles of clothing shall be hung out or exposed on porches
3. Sweeping and washing of porches must be accomplished so that no soil or water will fall below the level of the porch
4. May not shake rugs, dust rags, clothing etc., from porches
5. Flower boxes or flower pots are permitted on the porch or porch railings. All boxes and pots are required to have a drip pan to avoid water run off. Pathways must remain clear
6. No bird feeders permitted
7. No banners, flags, signs may be hung in front or rear of buildings, with the exception of US, Military and Illinois National Guard flags

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PETS

1. Maximum of two cats are allowed in each unit regardless of number of bedrooms
2. No more than two dogs are allowed in each unit regardless of number of bedrooms
3. Pets must be kept under supervision at all times on common grounds and on a leash
4. Guest pets must adhere to the same rules
5. Unit owners and residents are financially responsible for any damage caused by their pets
6. Kitty litter must be sealed tightly in plastic bags and disposed in common garbage containers, and shall not be flushed due to the plumbing configuration and age
7. No pet is allowed to urinate, defecate, or dig in the interior or exterior common ground areas
8. Pets are not to exceed 25 pounds

WINDOW COVERING

1. Acceptable window coverings are blinds, shades, shutters, drapes and curtains
2. Unacceptable window coverings are any coverings displaying advertising, athletic logos, tapestries, garbage bags or school banners
3. All window coverings shall be properly hung and in good repair
4. Window air conditioner units are prohibited

BUILDING EXTERIOR

1. No alterations shall be made to the exterior of the building.
2. Nothing shall be altered, constructed or removed from the common elements without advanced written approval by the Board.
3. Nothing may be done within a unit that would adversely affect any of the common elements or impair the structural integrity on the building.
4. No holes may be drilled through outside walls roofs, porch railings or glass.

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The Board of Directors of the 3307 West Warren Boulevard Condominium Association hereby agree and ratify the rules and regulations set forth herein.

Vince Miller Vince Miller Date: 01/11/13

Elaine Miller Elaine Miller Date: 1/11/13

Pete Rodriguez Pete Rodriguez Date: 11 JAN 13

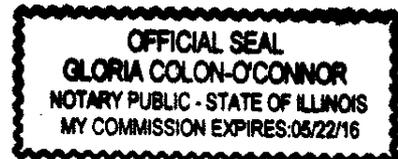
State of Illinois

County of Cook

Signed and attested before me on this 11 day of January 2013.

Gloria Colon - O'Connor
(Signature of Notary Public)

(Seal)



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The following is a copy of a Legal Description held by the Cook County Clerk.

If you need a certified copy of this record, please request it and it can be provided within 24 hours.

PIN: 16 - 11 - 415 - 089 - 1001

UNIT: <u>1</u>	LOT:	BLOCK:	OUTLOT:
3307 W. Warren Condo per declaration doc# 0021011591: Lot 3 in Block 4 in Peck's Subdivision of the west 19.48 acres of the SE 1/4 of the SE 1/4 lying south of Lake Street SECTION 11 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS			