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Karen A. Yarbrough
Cook County Recorder of Deeds
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RULES AND REGULATIONS OF THE GRAND BRIAR CONDOMINIUM ASSOCIATION

ARTICLE 1 – AUTHORITY AND PROCEDURES

- 1.01 **Authority.** Pursuant to Section 2.11(e) of the By-Laws of the Grand Briar Condominium Association, the Board of Directors (hereinafter referred to as the “Board”) has the power to adopt Rules and Regulations governing the administration, management, operation and use of the Property and the Common Elements. Pursuant to Section 10.01(b) of the Declaration, (hereinafter referred to as the “Declaration”) filed with the Cook County Recorder of Deeds as Document No. 071422202, breach of the Rules and Regulations set down by the Board are considered Violations, against which the Board has available certain Remedies as specified in Section 10.02 of the Declaration, including but not limited to the power to order the correction of the violation and to assess all costs of that correction against the defaulting Unit Owner(s). Capitalized terms in these Rules and Regulations shall be given the same meaning as fully set forth in the Declaration unless otherwise stated herein.
- 1.02 **Procedure for Amending.** The procedure to amend the Rules and Regulations as set forth in Section 2.11(e) of the By-Laws and requires that the full text of a proposed amendment be included in the written notice of a meeting of the Unit Owners at which time the amendments will be discussed. Following such a meeting, at which a quorum of the Unit Owners need not be present, the Board may take action on the proposed amendment.

ARTICLE 2 – USE OF DRIVEWAY

- 2.01 **Driveway, Defined.** The Driveway is defined as the linear strip of pavement located to the west of the building adjacent to the west property line from the curb cut at the street continuing south to the service entrance and bicycle rack.

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- 2.02 **Parking in Driveway Prohibited at All Times.** As unobstructed passage along the entire length of the Driveway is essential for pedestrian, bicycle, and handicapped access to the Property and certain facilities, and to access the Property's dumpsters to provide the regular carting of garbage and trash from the Property, motor vehicles shall not be parked or left unattended in the Driveway at any time. Such vehicles are subject to immediate removal and towing without prior notification or warning at the vehicle owner's expense.
- 2.03 **Scheduled Loading Permitted.** Residents or Resident--sponsored service providers may use the driveway for loading or unloading purposes only if scheduled in advance with the Property Manager. Vehicles must have their hazard lights (blinkers) engaged at all times while loading, and must be removed from the driveway immediately when no longer loading. While parked in the Driveway, vehicle operators must accommodate the needs of pedestrians, bicyclists and the handicapped to use the Driveway. Vehicles using the Driveway for loading or unloading without having arranged prior scheduling or otherwise violating these Rules are subject to immediate removal and towing without prior notification or warning at the vehicle owner's expense.

ARTICLE 3 – PETS

- 3.01 **Responsibility to Clean Up Immediately.** Unit Owners and Residents are responsible for immediately cleaning up any urine, feces, or any other waste left in the Common Elements by their pets or any pets in their care. The Common Elements includes but is not limited to the lobby, hallways, elevators, side garden, front yard and sidewalk, and the Driveway. This responsibility extends to (a) pets while they are under the supervision of a dog-walker or other pet-care person, and (b) pets of Unit Owners' or Residents' guests while they are on the property.
- 3.02 **Cost of Cleaning and Fine Imposed.** Unit Owners or Residents in violation of 3.01 will have the following assessed against their Unit: (a) the cost of engaging a clean-up service and (b) a fine of \$350.00.
- 3.03 **Pet Handling.** All animals must be leashed, close to and controlled by the Unit Owner or handler at all times outside of a Resident's Unit while on Association Property. Residents who do not comply will be subject to a fine of \$50.00.

ARTICLE 4 – BICYCLES

- 4.01 **Bicycle Storage Permitted in Designated Common Elements.** Unit Owners and Residents may park, secure and/or store their own bicycles only in the following Common Elements:
- (a) Driveway Bicycle Rack -- at the South end of the driveway provided bicycles are secured to the bicycle rack located there,
 - (b) First Floor Storeroom -- in the room on the ground floor having locked access from both the east interior hallway and the east garden,
 - (c) Machine Room -- in the Machine Room located in the basement near the electrical meters, providing such bicycles are secured to the bicycle rack(s) located there.
- 4.02 **Guests.** Guests of Unit Owners or Residents may secure bicycles to the Driveway bike rack while they are visiting persons residing on the Property.

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- 4.03 **Cannot Impede Access.** Bicycles shall not be left or secured in any manner that impedes access to other Common Elements or to other bicycles, or that in any way interferes with the normal operation of the Property.
- 4.04 **Bicycle Parking Prohibited in Front of Property.** Bicycles shall not be locked on the Property in front of the building or in any common area other than those listed in Section 4.01 at any time.
- 4.05 **Removal.** Bicycles found in violation of these Regulations are subject to immediate removal at the Unit Owner's expense without prior notification or warning.

ARTICLE 5 – MOVING

To minimize disruption to Residents and damage to the facilities, and to ensure the availability of resources such as the service elevator, Unit Owners and Residents are subject to the following:

- 5.01 **Definition:** For the purposes of this article, a move is defined as a change of permanent residence into or out of a Unit or between Units, along with the associated transfer of personal goods and possessions. A move which must be scheduled to occur over more than one day will be treated as separate moves for each day scheduled with respect to administrative and supervisory requirements and costs. Moves into or out of different Units may not be combined for the purposes of fees or scheduling.
- 5.02 **Scheduling the Move**
- (a) Moves may take place only Monday through Saturday. No moves will be allowed on Sundays.
- (b) **Advance Notice Required:** Residents must schedule moves no less than three (3) business days in advance with the Property Manager and receive prior written authorization of a specific date and hourly schedule for the move. A GBCA Move Agreement must be signed and returned to the Property Manager before any move can be scheduled. Other Unit Owners must receive 48 hours notice of such move by means of posting on the Association bulletin board.
- Any unscheduled move will result in a \$300 fine and immediate termination of such move. In addition, the responsible party will be liable for any costs his/her unscheduled move may cause an authorized scheduled move.
- (c) **Canceling and Rescheduling:** Moves that are rescheduled or cancelled within twenty-four (24) hours of the authorized start of the move will result in the forfeiture of half of the administrative fee as specified in Section 5.03(b) below. Security deposits for cancelled moves will be returned by check within one week of the cancellation.
- (d) **Authorized Hours:** Moves must be accomplished within four (4) hours. In all cases, moves may only be done between 9:30 am and 4:30 pm. A fine of \$200.00 per hour will be assessed for moves that extend beyond the authorized hours.
- 5.03 **Security Deposit and Fees:** The following amounts must be received by the Property Manager before a move may be authorized:
- (a) A \$ 300.00 security deposit to cover damages which may result from the move. This deposit may be returned in full or reduced by any cost of repairing damages as assessed by the Property Manager following the completion of the move. The return of any security deposit will be made

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by check and mailed to the forwarding address provided by the mover with an itemized statement of the cost of repairing such damages if applicable. If the repair cost exceeds the amount of the security deposit, any additional cost will be assessed against the Unit Owner responsible for the move.

(b) A \$200.00 nonrefundable fee for weekday moves or a \$400.00 non refundable fee for Saturday moves to defray administrative and supervisory costs.

5.04 Inspections:

An inspection of the affected premises should be made by the responsible party with the Property Manager prior to the start of the move. All existing damages must be identified before the start of the move. Any damages found during the post-move inspection that are not so identified may be attributed to the move at the discretion of the Property Manager.

As soon as possible following the completion of the move, the Property Manager or designee will inspect the affected premises in order to determine any damages caused by the move. The Unit Owner and/or moving Resident should be present if possible.

5.05 Use of Facilities

(a) Moving must take place using the freight elevator and service entrance and may not take place using the passenger elevator or the front entrance. Authorization of a move does not grant the exclusive use of or access to any facility or area and reasonable efforts must be made to accommodate the needs of other Residents.

(b) It is the responsibility of the moving Resident to ensure that access to the elevators and all other Common Elements is maintained at all times during the move. No furniture or personal property may be left blocking common hallways, stairwells or walkways. No objects may be placed on the landscaping during the move.

5.06 Day of Move Responsibilities:

(a) It is the responsibility of the moving Resident or his/her designee to supervise the activities of the move. Either the moving Resident or a responsible designee must be on the premises and accessible to the Property Manager at all times during the move. The moving Resident should advise the Property Manager when the move is completed.

(b) Security doors may not be propped open without the moving Resident or a responsible designee present.

(c) After contacting the moving Resident or designee, the property manager may suspend or terminate the move if he/she determines that activities associated with the move may result in unsafe conditions or excessive damages to the property. The Property Manager may suspend the move at any time if the moving Resident or responsible designee is not on the premises.

(d) The moving Resident is responsible for the removal from the premises of all trash, debris, crating or boxes relating to the move and will be assessed the cost of proper removal if not removed at the conclusion of the move. Garbage must be disposed of properly. Large or hazardous items and personal property and furniture must be removed from the premises. Dumpsters or recycle bins shall not be made unusable for other Residents by the disposal of moving trash or personal property. An expediting garbage disposal fee of \$250.00 will be

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assessed if it is necessary to remove debris (boxes, trash, etc.) from the indoor or outdoor Common Elements.

ARTICLE 6 – MISCELLANEOUS

- 6.01 **Intercom Changes:** The cost of any changes to a Unit Owner's listing on the intercom system will be the responsibility of and charged directly to such Unit Owner.
- 6.02 **Information Policy:** The Association directly or through its Property Manager has the need for contact information in order to process transactions, operate the Property, fulfill Unit Owner requests and maintain the Association records. Unit Owners are expected to apprise Property Management of any changes to the following information:
- Address (if not residing in unit)
 - Landline phone number (if applicable)
 - Daytime phone number
 - Email address
 - Fax number (if applicable)
 - Emergency contact person and phone number
 - Additional occupants' names, sex and whether occupant is over or under 18
 - Pets, including type and breed
 - Tenants' names and phone numbers

All information will not be shared, sold or otherwise provided to third parties except when directed by you, required by law or valid legal process or to protect the personal safety of our Unit Owners or the public or when third parties are acting on the Association's behalf, such as the Association's insurance agents or carriers or lenders.

A \$100.00 fine will be levied if information is not provided within thirty (30) days of such information being requested by the Management Company.

- 6.03 **Keys and Unit Access:** To provide emergency access for maintenance, repair and replacement necessary to preserve and protect the property, duplicate keys to all unit entry locks, storage units and circuit breaker rooms (where applicable) shall be provided to the Management Company. These keys will be secured and in the custody of Property Management. Any non-emergency access shall be with reasonable notice including an approximate time schedule. *If keys are not provided, any costs associated with gaining access to a Unit for emergency purposes will be assessed to the Owner. In addition, a \$200.00 fine will be assessed to any unit for which management has not been supplied keys within thirty (30) days of request for same.*
- 6.04 **Insurance:** According to the Declaration, Unit Owners are responsible for maintaining their own insurance for liability and loss protection for Unit Property and personal property. Such insurance should also cover personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner, his/her guest, Residents or invitees. All Unit-to-Unit damage claims shall be disputed and handled between Unit Owners and their respective insurance companies and/or legal counsel.

A copy of Unit Owner's certificate of insurance must be provided to the Property Management Company. A \$100.00 fine will be assessed to any Unit for which management has not been supplied a certificate or other verification of insurance within thirty (30) days of request for same.

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- 6.05 (a) **Building Security:** Building security is the responsibility of all Residents. The following are key to maintain a safe environment.
- No one should be admitted to the building without first being identified in person. Do not take for granted that someone is a Resident.
 - Never allow a person to enter a locked common door unless known to you as a Unit Owner or Resident of the building.
 - Always be certain common doors are locked. It is good policy to keep Unit doors locked.
 - Always check to see who is at the door before opening it. Ask/see positive identification for all callers.
 - All building doors must be firmly closed at all times unless monitored, including all fire safety doors.
 - Do not allow others' delivery people into the building. Unit Owners and Residents should meet delivery people (including those delivering food, other couriers and contractors) in the lobby.
 - It is recommended that Property Management be advised of extended absences.
 - No solicitations of any kind or nature shall be permitted except and unless specifically approved by the Board of Directors. In such cases, Unit Owners and Residents shall be notified in advance.

The Association provides for surveillance and monitoring of certain areas of the building. In the case of reported incident of a breach of security, the Unit Owner or Resident allowing such breach will be fined \$100.00.

(b) **Personal Property:** Notwithstanding the above, the Association accepts no responsibility for property left in the common areas of the building, including but not limited to the parcel room or the bicycle storage, which may become lost or stolen. The Association advises Residents who believe their property to have been taken to report any such theft to the police. The Association agrees to cooperate with any police requests in its effort to resolve such theft.

- 6.06 **Smoking:** Smoking, including E-cigarettes, is forbidden in Common and Limited Common Elements. Smoking is permitted only in individual Units and only to the extent that such smoking does not affect other Unit Owners or Residents. Unit Owners are responsible for their renters and service providers complying with this restriction. Violation of this restriction by Unit Owners, their guests, renters or service providers is subject to a \$100.00 fine.

ARTICLE 7 – UNIT CHANGES OR REMODELING

- 7.01 **Repair, Remodeling and Redecorating:** The Association has divided remodeling projects into categories as defined in the following paragraphs. The purpose of this process is to protect the safety and comfort of all Residents and preserve the integrity of the building structure and Common Elements.

(a) **Minor Redecorating Projects** (*Notice to the Property Manager required.*)
Typically this involves painting, wall paper installations and removal of carpeting and other cosmetic activities.

(b) **Minor Makeover Projects** (*Notice to and written permission from the Property Manager required.*) This project activity will typically expand the

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redecorating activity to include replacement of cabinetry, countertops, appliances and various fixtures and fittings without invasive activity involving common element space, walls or ceilings, and/or change to plumbing or electrical distribution.

(c) **Complex Remodeling Projects** (*Notice to and written approval of Property Manager required*) This category covers work that involves alteration, termination or rerouting of plumbing, electrical or communication systems; wall removal, relocation or addition; changes in doors, trim or major flooring installations, etc.

Notice to Property Manager is required that shall include enhanced supporting documentation which may include plans and specifications, licensed contractor information and building permits, plus inspection by a Property Manager or his/her representative. Written approval or signoff from the Property Manager must be obtained before starting work. The Association reserves the right to review and augment the specification involving any Common Elements.

(d) **Remodeling Projects Requiring a License Agreement** (*Notice to and written approval of Property Manager required*) This category is one where the project requires extensive use into Common Element space such as joining two Units, relocation of an entry door into Common Element corridor space. This category would have the same requirements as category (c) above with the potential addition of legal, engineering or architectural costing studies. A long lead time for approval should be anticipated.

- 7.02 **Access to Unit:** Residents should either personally admit or have made prior arrangements with someone else to admit contractors or service personnel. At no time should contractors or service personnel be given a key to the outside doors or the access code for entry.
- 7.03 **Construction Hours:** Repairs and/or construction within Units shall not start before 8:00 a.m. and shall be completed by 6:00 p.m. on Monday through Friday. On Saturday, work hours are between 10:00 a.m. and 5:00 p.m. No work may be performed on Sundays or holidays by outside contractors. Unit Owners may perform work between 10:00 a.m. and 5:00 p.m.
- 7.04 **Notice of utility shut off required:** Remodeling that requires shut off to the building of any utility for a period of time should be pre-arranged at least three (3) working days in advance with Property Management. Appropriate notices must be posted and the Property Manager should be present for the shut down and turn on. A \$200.00 fee will be assessed for this service and is not refundable. Such utility shut off shall not last longer than four (4) hours unless the contractor can prove extenuating circumstances. In any case, any time in excess of four (4) hours shall be billed to the Unit Owner at the rate of \$200.00 for each hour or partial hour.
- 7.05 **Licenses, Permits and Codes:** All contractors must provide the Property Manager with proof of City licenses. All work must comply with the City of Chicago Building Code and the Unit Owner must have all applicable permits available for inspection.
- 7.06 **Certificates of Insurance for contractor work:** Appropriate certificates of insurance from all contractors must be submitted to the Property Manager for anything other than minor redecorating projects. For more complex work, contractors should procure liability insurance with at least \$1,000,000 coverage. Such policies must name the Unit Owner, the Grand Briar Condominium Association and its Board of Directors and the Association's Property Management Company as additional insureds, and must include workers compensation coverage.

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- 7.07 **Protection of Common Elements and Removal of Debris:** Workers shall only use the freight elevators, not the passenger elevators, for the transportation of equipment or supplies. Contractors and workers shall not leave any exterior building doors ajar. The Unit Owner is responsible for any damage or debris caused by their contractors to the common elements or any other Unit. Inspection of the corridor floors, walls, doors and light fixtures, etc. will be made before, during and after construction. Any damage repair or cleaning necessary will be charged to the Unit Owner. Contractor is to place tarps throughout the corridor where carpeting may be subject to damage or debris. Corridor vacuuming is to be done nightly by contractors. Unit Owners will be charged if vacuuming has to be done by Property Management. Painters, workers or contractors shall be permitted to clean their materials or tools only in the sink in the service area of the first floor of the building. At no time may any work take place, any equipment be stored or debris be left by the contractors in the Common Elements. Any cart or dolly must fit easily through Common Element doorways. No materials shall be kept in the Common Elements.

ARTICLE 8 – LEASING OF UNIT

- 8.01 **Limits on Lease Terms:** A Unit Owner may lease his/her Unit without obtaining permission from the Board of Directors, provided it is done so in compliance with the Declaration, By-Laws and Association Rules and Regulations. The lessee under every such lease shall be bound by and subject to all of the obligations under the Declaration, By-Laws and Rules and Regulations of the Unit Owner. The failure of the lessee to comply therewith shall constitute a default under the lease and such default shall be enforceable by the Board or the Association and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations.

No Unit shall be leased by a Unit Owner for hotel or transient purposes or for a term less than six (6) months and no portion of a Unit that is less than the entire Unit shall be leased.

The Association may prohibit a tenant from occupying a Unit until the Unit Owner complies with the leasing requirements prescribed in Article 12 of the Declaration or as may be adopted by the Association.

The occupancy of the Unit with or without a lease by blood descendants or relatives of the Unit Owner is not subject to the requirements of the standard leasing notice and process, excepting that the Unit Owner remains subject to the Declaration, By-Laws and Association Rules and Regulations plus occupant information is required and the Association moving policies and fees will apply.

- 8.02 **Notice of Lease:** As provided in the Article 12 of the Declaration, notice of any lease of a Unit by a Unit Owner must be provided to the Association within five (5) days following consummation of such lease. Each lease of any Unit shall be in writing and a copy of any such lease, as and when executed, shall be furnished to the Property Manager.

Unit Owner shall also provide the Association with tenant's acknowledgement of the GBCA Rules and Regulations.

- 8.03 **Non-Compliance:** Failure to notify the Association or Property Manager or allowing a tenant move-in without compliance with these Rules is action subject to a fine of \$250.00.

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If any lease or sublease of a Unit Ownership is attempted or consummated without complying with these Rules or the provisions of Article 12 Declaration, such lease or sublease shall be subject to the rights and options of and remedies available to the Board of directors, thereunder or otherwise, including without limitation denial or termination of possession of the Unit.

Property of Cook County Clerk's Office

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The following is a copy of a Legal Description help 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: 14281050881001 Thru 14-28-105-088-1031 NO CHANGE IN PERCENTAGE %

UNIT: 2B LOT: BLOCK: OUTLOT:

GRAND BRIAR CONDO DECLARATION PER DOC #0714222022:

LOT 6 AND THE EAST 1/2 OF LOT 5 IN BLOCK 5 IN OWNER'S DIVISION OF BRAUCHMANN'S AND GEHRKE'S
SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHEAST FRACTIONAL 1/4 O

SECTION: 28 TOWNSHIP: 40 NORTH, RANGE: 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS