

**JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION**

**RULES AND REGULATIONS**

**Adopted November 30, 1999**

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## INTRODUCTION

Application of the "Golden Rule" among the Owners, Lessees and Residents, with due courtesy and consideration for the rights of others, will contribute to making our building an enjoyable and comfortable place to live. To many this is a home representing a significant investment, the sanctity and protection of which can best be guarded by recognition of the need for guidelines in the use of common facilities and the obligations, both moral and contractual, to observe these guidelines for the benefit of the common good.

These rules and regulations were adopted by resolution of the Board of Directors at its meeting on November 30, 1999.

## I. DEFINITIONS

In the event a term is used in the Rules which is not defined anywhere herein, its definition shall be determined by referring, in the order which follows, to its definition as used either in the Condominium Property Act or Not-For-Profit Corporation Act, the Declaration, or in the By-Laws, or in its common usage within the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found.

- A. **Declaration** - The Declaration for JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 12, 1979 as Document No. 25279270, and as amended from time to time thereafter.
- B. **By-Laws** - The By-Laws of JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION, and as amended from time to time thereafter.
- C. **Property** - All the real property against which the Declaration is recorded, including any improvements thereon.
- D. **Act** - The Illinois Condominium Property Act, as amended from time to time [or the Illinois General Not-For-Profit Act, as amended from time to time].
- E. **Association** - JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION, an Illinois Not-for-Profit corporation and a common interest community.
- F. **Board** - The Board of Directors of the Association.
- G. **Rules or Rules and Regulations** - The Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and the Board.
- H. **Common Elements, Common Property or Common Areas** - The Common Elements of the Association, as defined in the Act and the Declaration.
- I. **Unit** - A portion of the Property which is owned exclusively by an Owner.



- J. **Owner** - The owner or owners of a Unit, as revealed by the public records, including a Contract Seller and excluding a Contract Purchaser, unless expressly provided otherwise by the Declaration or by state law. Where the Owner is a trust, the beneficial owner of the trust and any person having the exclusive power of direction over the trust shall be deemed to have personal responsibility for the Unit to the same extent as if title to the property were held in the name of such person or persons.
- K. **Member or Member of the Association** - An Owner.
- L. **Resident** - Any person who resides on the Property, including families and tenants of Owners and including an Owner if the context so indicates.
- M. **Common Expense or Assessment** - Any amount which the Board may assess or levy against a Owner, either individually or collectively, including regular monthly assessments, special assessments, and charges or expenses or assessments which are levied pursuant to the Declaration, By-laws or the Rules and Regulations.
- N. **Managing Agent, Management Company or Manager** - The person or entity, if any, which has been employed by the Association to manage the day-to-day administration of the Property in the manner directed by the Board.
- O. **Building Engineer** - The person who has been employed by the Association to maintain the Common Elements subject to the supervision of the Managing Agent in the manner directed by the Board.

## II. POLICIES AND PROCEDURES REGARDING ENFORCEMENT

- A. Any complaint which alleges a violation of the Declaration, Bylaws or Rules and Regulations shall made in writing and shall contain substantially the same information as that set forth in the **Witness Statement** attached hereto as **Exhibit A**. At a minimum, the complaint shall set forth:
  - 1. The name, address and phone number of the complaining witness.
  - 2. The Owner's name, Unit number or address where the person or Resident complained of resides.
  - 3. The specific details or description of the violation, including the date, time and location where the violation occurred.
  - 4. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings or trial which may be necessary.
  - 5. The signature and address of the complaining witness and the date on which the complaint is made.

- B. When a complaint is made pursuant to the above, the Owner shall be notified of the alleged violation by the Association or its duly authorized agents. The notification shall be in a manner prescribed by the Board in a form similar to that which is attached hereto as **Exhibit B** (hereafter "**Notice of Violation**").

In the event the alleged violation is not the first violation by the Owner, or in the event the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the Owner's account, if the Owner is found guilty of the violation.

The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, Bylaws or Rules and Regulations of the Association.

- C. If any Owner charged with a violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged hereunder, the Owner must proceed as follows:
1. Within fourteen (14) days after the Notice of Violation has been served on the Owner pursuant to the provisions herein, the Owner must submit, in writing, a request for a hearing concerning the violation. A hearing may be requested by completing the **Request for a Hearing** form, which is attached to the **Notice of Violation (Exhibit B)** and by returning it to the Association.
  2. If a request for a hearing is filed, a hearing on the complaint shall be held before the Board. The hearing shall be conducted no later than four (4) weeks after delivery of the written request.
  3. At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his behalf. Following a hearing and due consideration, the Board shall issue its determination regarding the alleged Violation. The decision of the Board shall be made by majority vote and shall be final and binding on the Owner and the Association.
  4. Payment of any assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Board has completed its determination. **Notification of the Board's determination** shall be made in a form similar to that which is attached hereto as **Exhibit C**.
- D. If no request for a hearing is filed within fourteen (14) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed. The Owner shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted by the Board.



E. If an Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, Bylaws, or Rules and Regulations of the Association, the following shall occur:

1. If found to be guilty of a first violation of a given provision of the Declaration, Bylaws, or Rules, the Owner shall be notified of the finding by the Association by its Board that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning that, if any further Violations occur, a fine for the violation will be imposed. In the alternative, the Board may elect to assess a fine, after considering factors including but not limited to the length of time the Violator has owned a Unit or resided on the property, whether the violation was committed by the Owner, and if not, the extent of control the Owner had or should have had over the violator's conduct, the familiarity of the violator with the regulation, the severity of the violation and other appropriate factors. In addition, any legal expenses incurred by the Association or any actual damages repaired at Association expense may be imposed.
2. If found to be guilty of a second or continuing violation, of the same provision of the Declaration, Bylaws or Rules, the Owner shall be notified of the findings by the Association or its duly authorized agents. The Owner shall also be assessed a fine.
3. Where a fine is imposed, it shall be in the amount of one hundred dollars (\$100.00) for single incidents of violation or the sum of fifty dollars (\$50.00) per day for a violation of a continuing nature. A FINE FOR A VIOLATION OF A CONTINUING NATURE SHALL BE DEEMED A SINGLE INCIDENT WITH A FINE IMPOSED EACH DAY THE VIOLATION HAS NOT BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED NOTICE OF IT.
4. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Owner to correct any damage or any unauthorized condition on the Property for which the Owner has been found responsible, to pay the costs of any repairs which have previously been made, and to pay any legal expenses and costs incurred by the Association as a result of the violation.
5. In the event any violation has resulted in damage to any Common Property, which has not yet been repaired, or has resulted in any damage or any unauthorized condition on the Property, the Owner will be given one notice of violation to correct the damage or architectural violation. If the damage or violation has not been corrected within fourteen (14) days after a finding of guilty has been made on the second violation, the Association will proceed to have the violation corrected, and the Owner will be assessed for the full cost of labor and materials required.

In addition to the foregoing assessment, and in order to encourage Owners to correct violations at their own time and expense, and in order to compensate the Association for the administrative expenses involved in obtaining and supervising any such correction, the Association will assess any Owner, who forces the Association to correct a violation, with the cost of labor and materials, as well as an administrative charge of one hundred dollars (\$100.00) or ten percent (10%) of the total cost of labor and materials, whichever is greater.



- F. Any Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Owner's account, shall become a special assessment against the Unit and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Unit.
- G. Time is of the essence of this policy. Notices are deemed served either:
  - 1. By personal delivery at the time of delivery; or
  - 2. By mail following two (2) days after deposit in the United States Mail, provided that the notice has been sent both by regular first class and by certified mail - return receipt requested, postage prepaid, to the Owner at the Unit address, or to such other address as the Owner shall have previously filed with the Board, and further provided that either the return receipt has been signed and returned or that the notice sent by regular mail has not been returned to the Association undelivered. For Units held in trust, the notices may be sent either to the address of the trustee, or to such address as has been provided to the Association by the trustee or the beneficial owner of the trust.
- H. The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration and Bylaws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

### III. GENERAL RULES

All rules, regulations, restrictions and covenants contained in the Declaration and Bylaws are incorporated as part of these rules and regulations and are subject to the enforcement policies set forth therein. To the extent that the provisions of applicable law, the Declaration, Bylaws or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the Bylaws and the Rules and Regulations, in that order.

These Rules and Regulations are binding on all Owners, Residents, their families and guests. **Exceptions to the Rules may be made only in writing, signed by the Board or its duly authorized agents following a written request by an Owner.**

- A. The general Use and Occupancy Restrictions in the Bylaws (Article V, page 9) are as follows. These restrictions are subject to interpretation, clarification and enforcement, but not to change, by the Board:
  - 1. **General.** No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

2. Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the cost of or cause the cancellation of insurance on other Units or on the Common Elements.
3. No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Board, or the Managing Agent, acting in accord with the Board's direction.
4. No owner shall display, hang, store or use any sign outside his Unit, in a hallway or elsewhere, or which may be visible from the outside of his Unit without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction.
5. **Animals.** No animals (including without limitation any dogs) shall be raised, bred or kept in any Unit, except for household cats and small birds owned as household pets by a Unit Owner, provided that said pet is not kept for any commercial purpose, and provided that said pet shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted by the Board, and provided that said pet shall not in the judgment of the Board constitute a nuisance to others. The Board, in its discretion, may adopt rules and regulations prohibiting the keeping of household pets altogether, or limiting the permissible number or kind of animals.
6. **Trash.** Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.
7. **Storage.** Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the corridors, hallways, lobby or other common areas, except in the common storage area and in the storage locker specifically designated for the respective Unit Owner by the Board or by the Managing Agent acting in accord with the Board's direction.
8. **Wiring.** No Unit Owner shall overload the electrical wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the prior written consent of the Managing Agent, given in accord with the Board's direction.



#### **IV. BOARD ESTABLISHED RULES REGARDING THE USE, ADMINISTRATION AND APPEARANCE OF THE PROPERTY**

##### **Authorization to enact rules and regulations**

The By-Laws (Article II (m), page 5) provides that "the Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants of the Property. Written notice of such rules and regulations shall be given to all Unit Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

##### **A. Air Conditioners**

Window air conditioners installed in courtyard bay windows must be placed in the north window (facing away from front of courtyard). Owners at 1212 and 1226 may not install window units in courtyard facing windows. This is to minimize the unsightliness of window units. Units must be installed in such a manner that exhaust does not leak into windowsills or walls. Any damage to other units or common elements will be assessed to the offending owner. All window air conditioners must be removed each year by November 1 and may not be reinstalled before May 1 to allow for proper heat regulation and regular maintenance of windows.

##### **B. Alterations**

No alterations of any kind may be made to the Common Property, including bearing walls and exterior surfaces of all front doors to Units, except by prior written consent of the Board. Any Owner may make alterations, additions or improvements within the Unit without the prior written approval of the Board, but shall be responsible for any damage to other Units, the Common Elements, the Property or any part thereof.

##### **C. Antennas**

No antennas of any kind may be attached or mounted to any portion of the Property unless it is done indoors in an area which serves only the Owner's Unit and cannot be seen outside the Unit.

##### **D. Assessments and Collections**

1. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1st) day of each month. Any payment of the foregoing which is received after the FIFTEENTH (15th) of the month shall be considered late. All payments received will be applied in such manner as determined by the Board, **generally first to penalties, then to late fees and lastly to regular and special assessments.**



2. Any payment of less than the full amount of all assessments and other charges which are due in any given month or any payment which is made late shall cause the Owner to be subject to a Late Charge of twenty-five dollars (\$25.00) for that month which shall be added to and deemed a part of the Owner's Common Expenses. An additional Late Charge in the same amount will be assessed in each month thereafter until full payment of all changes has been made unless the amount due the association is less than twenty-five dollars (\$25.00).
3. Under appropriate circumstances, the Board shall have the authority to credit back any late charges that may have been added to Owner's account.
4. Owners who are delinquent in the payment of Common Expenses shall be subject to legal action in accordance with the provisions of the Declaration and Bylaws. Once legal action has been commenced, all legal fees and costs will be assessed to the Owner as required by the Declaration and Bylaws.

#### **E. Awnings**

No awning, sunroof, canopy or shutter of any type is permitted.

#### **F. Back Stairs and Landings**

1. For safety reason, Owners shall keep back stairs and landings free from any obstruction that would interfere with ingress and egress.
2. Back stairs and landings may not be decorated (except for small firmly fixed flower boxes on stair railings during warmer months), enclosed, altered or the appearance changed in any way, without the prior written consent of the Board.
3. Back stairs and landings may not be used for storage of personal property of any kind.
4. Clothing, sheets, blankets, laundry and similar objects shall not be hung out or exposed on back stairs and landings.
5. Back stairs and landings must not be used as pet runs.
6. Owners are responsible for damage caused by personal objects which fall from back stairs or landings, or which are blown from same.
7. No items or objects shall be thrown, swept or shaken from or upon back stairs and/or landings.
8. **Barbecuing** will be allowed only on the concrete areas of the east and west yards.
9. All exterior windows and doors may have customary window treatments such as, but not limited to, blinds, shades and drapes. As provided in the general use and occupancy restrictions of the By-Laws, no other articles may be hung in windows or doors or be visible from the outside (newspapers, sheets, blankets, signs, etc.).

### G. Bicycles

Bicycles shall not be parked or stored anywhere on the Common Elements except in one of the designated bike rooms. Bicycles, if taken into units, shall be taken only through the back stairs.

### H. Building Engineer

Our onsite building engineer is an employee of the association and is supervised by the building manager at the Board's direction. **He is not the employee of any individual unit owner and is not subject to the direction of any individual unit owner or tenant.** His principal responsibility is to maintain and repair the common elements. Except for emergency repairs that impact other units or the common elements, he is not responsible for the maintenance and repairs in individual units and is not to be inside individual units during normal working hours. A unit owner or a tenant may request assistance with minor non-emergency plumbing and other repairs, but he is not required to comply unless authorized and directed by his the Management Company supervisor. The unit owner is entirely responsible for any damage within the unit, other units or common elements which occurs when the onsite building engineer assists within a unit at the unit owner's request. Owners should engage a licensed professional to do non-emergency work within units.

Abuse of the building engineer or his family, verbal or otherwise, will not be tolerated. Any Unit Owner, lessee or resident who has a complaint or concern about the janitor should contact the building manager or a member of the Board or bring the matter to the next Board meeting.

### I. Board Meetings and Association Records

Board meetings, except executive sessions as permitted by law, are open to all Owners, who are encouraged to attend. The time for Board meetings is determined by action of the Board from time to time, and appropriate notice will be provided to all Owners. As required by law, the books and records of the Association are available for the inspection of Owners for any proper purpose at reasonable times, provided that reasonable advance notice is provided to the Association.

### J. Common Property

1. Storage of any kind is expressly prohibited on or in any Common Property unless the area is expressly designated for such purpose, such as assigned basement storage lockers and bike rooms.
2. All indoor Common Areas such as hallways and lobbies shall be kept clear. Nothing other than a floor mat before the unit entry door may be placed in indoor hallways. Boots, shoes, umbrellas, or other personal items are to be kept inside individual Units.
3. All toys, recreation equipment, lawn chairs and the like must not be left on Common Property overnight.
4. Any games or other activity that creates a nuisance, damages any Common Property, or disrupts the peace is prohibited on or in any portion of the Common Property.



5. Owners may not enclose any portion of the Common Property with a fence or other boundaries.
6. Any trees, shrubs, or plantings to be installed on the Property must be approved by the Board or its duly authorized agents, unless otherwise authorized herein.
7. Owners shall not permit playing in hallways, stairways, gangway between buildings or parking/driveway areas. This includes, but is not limited to, forming, screaming, playing games (i.e., Frisbee, catch, etc.) and bike riding.
8. **Smoking** is not permitted anywhere on the Common Property except in the East or Lake Yards away from the building.

**K. Damage to Common Property**

Any property which is damaged by the conduct of a Owner or by the Owner's family, tenants or guests will be repaired by the Association and specially assessed to the Owner responsible, or, at the Board's option, may be repaired by the Owner at the Owner's expense. Any determination of whether or not the Owner is responsible is subject to the Policies and Procedures regarding Enforcement contained in these Rules and Regulations.

**L. Deliveries**

Deliveries shall be made in such a manner that the delivered material is not stored on Common Areas. **Deliveries of furniture, appliances and items that cannot be easily be carried by one person must be made by the back stairs.**

**M. Emergencies**

In the event of an emergency, contact the Manager and the appropriate governmental entity.

**N. Garage**

1. The garage shall be used only for storage of vehicles and other items approved by the Board.
2. Major car repairs or repairs which cause any type of nuisance, fire hazard, or annoyance to neighbors are prohibited. Any work or activity producing noise in the garage is prohibited after 8:00 p.m.
3. Nothing shall be stored in any garage that might create a danger of fire or explosion or that might create harmful or offensive fumes.



**O. Garbage and Trash**

1. All garbage should be placed in durable plastic bags and securely tied before being placed in the back porch trash can. Large boxes should be broken down and placed in the dumpsters. Any furniture, carpet or large appliances should be placed in the alley, and any additional charge for removal will be passed along to the Owner.

**P. Insurance**

1. According to the Declaration, Article 13, Section (d), the Owner is responsible for obtaining insurance on the contents of his/her Unit and for personal liability.
2. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Buildings, or contents thereof. No owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Buildings, or contents thereof, or which would be in violation of any law.

**Q. Keys**

1. The Manager will be the sole source for all common area keys. Keys will be issued to unit owners of record only and not to tenants directly without a written proxy from the owner. Each owner is provided with two master keys to gain access to all common areas. Owners may obtain a maximum of two additional keys upon payment of a deposit of \$25 per key to the Manager.
2. Owners who lease their units must insure that no more than two keys are issued per unit to any renter. Owners must provide, in writing, the name, address and phone of EVERY tenant or tenant affiliate (maid, friend, etc.) who has a key to the building. The Manager will provide the form for this purpose.
3. **All Owners should be aware that the cost of re-keying the Common Areas of the building is in excess of \$2,000.** If the need for re-keying due to a security breach can be traced to any owner or tenant, that Owner could be assessed the full cost of re-keying the building. Owners who rent their units should notify their tenants of this policy.
4. **Key Return Policy** – All common area keys are the property of the Association. Each key is stamped with a number and series. The Manager maintains an updated list of all key holders on file. Each Owner shall surrender keys issued in their name upon sale of their unit. Owners will be assessed a \$50 per key for failure to return all keys when selling their unit. Owners shall promptly report in writing to the Manager any lost or stolen keys, including a police report and/or Owner's statement of the circumstances under which the key was lost. Key replacement and/or deviation from this policy is subject to Board approval. Replacement keys, if issued, will be subject to a \$25 per key administrative charge, in addition to the \$50 deposit for keys beyond two per unit.

**R. Laundry Room**

1. The laundry room shall be used only between 8:00 a.m. and 10:00 p.m.
2. No Owner shall leave debris, boxes, etc. in the laundry room after his use of the room.
3. Any laundry items left in the laundry room for more than 24 hours may be placed by the building engineer in a "general" laundry basket. Items not removed from the general basket may be discarded after an additional 24 hours. It is inconsiderate of others to fail to remove laundry from machines promptly upon the end of the cycles.

**S. Lock Outs from Units**

The building engineer and Manager are not responsible for admitting Owners and tenants who lock themselves out of their units. A first occurrence of disturbing the building engineer or Manager in a lock out will result in a \$25.00 charge. Each subsequent disturbance for this reason will result in a \$50 charge.

**T. Entryways and Stairways**

Entryways and stairways shall not be used for any purpose other than access to and from units. No item shall be carried up or down front stairs that cannot be carried by one person or could cause damage to stairways or walls.

**U. Maintenance Requests**

Maintenance requests related to the Common Elements shall be submitted to the Building Engineer and/or Manager. Maintenance within units not impacting common elements is the responsibility of the Owner.

**V. Moving**

1. The Manager must be notified a week in advance before any actual move takes place.
2. Moving hours are from **8:00 a.m. to 6:00 p.m.** Moving is not permitted during any other hours or on holidays. **Moves must be made by the rear stairs to prevent damage to front stairways and walls.**
3. A \$100.00 deposit by cashier's check or certified check is required from an Owner for himself or for his tenant moving in or out of the buildings. This deposit will be refunded if no damage of any sort was caused to the building by the move. The Owner must make an appointment with the manger or building engineer to inspect entryway and hallway before and after the move.
4. **Violation of the rules relating to moving, including not paying the deposit, other provisions notwithstanding, will result in a fine of \$200 or the cost of repair, whichever is more.**



## W. Noise Disturbances

1. **Noise disturbances** may not be incurred at any time, but especially between the hours of 10 p.m. and 9 a.m. of any day. This includes all **avoidable** noise disturbances within Residents' control, both inside of Units and on Common Areas. A noise disturbance is anything that unreasonably disturbs or annoys other Residents. Examples of avoidable noise disturbances are playing stereos, radios, televisions, musical instruments at an unreasonable volume (one that can be heard beyond your Unit), loud conversations, screaming (including out of back doors into gangways and yards), slamming interior and exterior doors and gates and parties. Special consideration is required during warmer months when windows and doors are open and noise travels easily across courtyards and gangways. Our buildings are not soundproof and noise transmits significantly up and down between units, which do not have concrete floors, and, to a lesser extent from side to side. When a Resident requests another Resident to discontinue a noise disturbance, the Resident creating the noise disturbance must comply. Failure to discontinue creating a noise disturbance upon request shall be a violation of this rule as will continuing to create the same noise disturbance in the future.
2. **Construction noise.** Construction noise of any kind is allowed only between the hours of 9:00 a.m. and 5:00 p.m., Monday-Saturday. No construction noise is allowed on Sundays or holidays.

## X. Plumbing

Unit Owners are responsible for maintenance of plumbing inside their Units. The use of "draino", "liquid plumber" and the like to clear stopped drains is prohibited due to risk of damage to pipes and subsequent water damage to common elements. A plumber should be called to rod stopped drains. The building engineer should be contacted immediately in the event of a plumbing emergency impacting other units. Proper caulking and grouting of plumbing, bathroom and kitchen fixtures and due care in the use of wet areas to avoid water damage is required of every Resident.

## Y. Radiators

Radiator valves must always be either turned fully on or fully off, as the valves tend to leak in a partially on position. Any water damage due to radiator leaks is the responsibility of the Owner. Report radiator problems to the building engineer or Manager promptly. Owners are responsible for and own the radiator and all of its external parts.

## Z. Seasonal Decorations

1. No outdoor decorations are permitted except for decorations that can be placed on your Unit doors. Any damage caused by the hanging of decorations shall be repaired by the Owner responsible or the cost of repair will be charged to the Owner by the Association.
2. No decorations which create a safety hazard are permitted.



3. The use of artificial Christmas trees is urged due to the potential fire hazard of natural trees. If natural trees are used, they must be wrapped when being brought into the building or taken out of the building and only the back stairs may be used.

#### AA. Security

1. If any suspicious activities are observed, notify the police immediately. Write down any license numbers you observe.
2. Do not activate door buzzers to strangers or to anyone without first identifying who is seeking entrance to the building.
3. Never prop open any locked exterior doors.

#### AB. Signs and Advertisements

1. Advertising signs for business or commercial activities, including rental or sale of units are prohibited everywhere on the Property.
2. Directional signs for open houses and similar events shall not be posted any earlier than one hour (1 hr.) before and must be removed no later than one hour (1 hr.) after the time for the event.
3. Signs may not be attached to the exteriors of any building.

#### AC. Storage Lockers

1. No hazardous material, or material which would increase the Association's insurance rates shall be stored in storage lockers.
2. Owners shall be responsible for items stored in storage lockers. The Board shall have no responsibility for these items.

#### AD. Yard Parties

Yard parties must end by 10 p.m. Sunday through Thursday and by 11 p.m. on Friday and Saturday. Party hosts are responsible for all area clean up immediately after a party. Hosts are responsible for the actions of their guests. Loud and disruptive behavior is not permitted. **A party consisting of more than 20 people must receive advance written approval from the Managing Agent or Board.**

## V. RULES REGARDING PETS

- A. No animals, other than cats or small birds shall be raised, bred, or kept anywhere on the Property, nor shall any animals be kept, bred or maintained for any commercial purpose.
- B. No pet may be left unattended at any time on Common Property.
- C. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any Common Property or the Property of any other Resident.
- D. An Owner is responsible for the actions of pets of anyone residing in or visiting his Unit, and the costs of repairing any damage caused by a pet shall be assessed to the Owner responsible as a Common Expense.
- E. Any Owner who has been found to have been guilty of more than two (2) violations of the above rules shall be deemed to be liable for having a pet which causes or creates a nuisance or unreasonable disturbance within the meaning of the Declaration. Thereafter the Board, after consideration of the facts and circumstances, may elect to order the Owner to have the pet removed permanently from the Property upon thirty (30) days written notice to the Owner from the Board or its duly authorized agents. The Board's decision is final and binding.
- F. With respect to owners possessing dogs as of the date of the enactment of these rules and regulations (hereinafter "grandfathered dogs"), the fines for possession of such dogs are set forth in paragraph G below. **Note: All grandfathered dogs have been identified and registered with the Board.** With respect to any unit owner acquiring a new dog or moving into the Association with a dog (hereinafter "non-grandfathered dogs") subsequent to the enactment of these rules and regulations, the Board shall have the discretion to levy a reasonable fine, which may include a per diem fine, calculated to serve as a deterrence for the continued violation of the provisions in the governing documents prohibiting dogs. Additionally, in the Board's sole discretion, the Board may institute legal action compelling the removal of any dog kept in violation of the governing documents of the Association.
- G. "Grandfathered dogs" are subject to the following fine schedule, separate from any other fines in these rules, due to the prohibition of all dogs set forth in the By-Laws:

### **Dog Possession Fines**

Unit Owners will be fined on a monthly basis.

The fine for dogs under 15 pounds is \$100 per month.

The fine for dogs between 16 and 25 pounds is \$150 per month.

The fine for dogs over 25 pounds is \$200 per month.

### **Dog Nuisance Fines**

Additional fines of up to \$500 per month will be levied at the Board of Director's discretion for dogs creating a nuisance to residents.



Unit owners may file nuisance complaints with the Board. If the complaint is judged reasonable by the Board, the owner of the unit keeping the dog will be called before the Board at its next meeting for a hearing and determination.

## VI. RULES REGARDING CLOSINGS AND TRANSFER OF OWNERSHIP

- A. In the event of any resale of a Unit the following rules shall apply, except to the extent they are in conflict with the Act, in which case the provisions of the Act shall control.
- B. As required by Section 22.1 of the Act, the Association shall provide the required information to any Owner who requests it. The information shall be in a form similar to that attached hereto as **Exhibit D**. As required by the Act, the information shall be provided only:
  - 1. When requested in writing by the Owner or his or her agents, and
  - 2. Within thirty (30) days of the request.

The Association may charge a fee in the amount of ten cents (\$.10) per page of copy for the cost of this service, or such higher amount as may be permitted by law. However, in the event a request is made which requires this information to be provided in less than the thirty (30) day period provided by statute, the Association will charge the Owner an additional fee. The additional fee shall be a flat fee of twenty-five dollars (\$25.00).

- C. The Association shall provide any Owner, upon ten (10) days notice to the Board or its authorized agents, a statement of his account setting forth the amount of any unpaid assessments and other charges due and owing from such Owner. In accordance with the statute, the Association may charge a reasonable fee for this service.

In the event a request is made which requires this information to be provided in less than the ten (10) day period provided by statute, the Association will charge the Owner a fee. The fee shall be a flat fee of twenty-five dollars (\$25.00).

When the Association is requested by an Owner to provide a letter showing the status of assessments, the letter provided shall be substantially in the form set forth in **Exhibit E**.

- D. Anytime a Unit within the Association is sold or otherwise transferred, the prospective owner shall be contacted, either directly or through the present owner, and requested to supply information essential to the Association's records and efficient functioning. The prospective owner shall be contacted by a letter and shall be required to supply the information requested therein, such letter shall be substantially in the form set forth in **Exhibit F**. The new owner shall also supply a photocopy of the deed and any mortgage against the property, so that the Association can maintain an accurate list of title holders and mortgagees.

If the new Owner so desires, information on purchase price, financial terms of the mortgage and other information deemed personal or confidential by the Owner, except for the exact name of the owner and mortgagee and their respective addresses may be blacked out or removed from the copies supplied.

All information supplied by the prospective owner shall be kept confidential and shall be used for Association purposes only. In the event an Owner fails to cooperate with the Board in providing the information requested in this paragraph, the Board may suspend the rights and privileges of ownership as to that Owner until the requested information is supplied. Furthermore, all costs and expenses of the Board in obtaining the requested information, including attorneys' fees, shall be assessed to the account of that Owner as a Common Expense.

E. At the time the above information is requested, the Association may also solicit a proxy from each new Owner. The proxy, a letter of explanation and instructions for completing the proxy should be substantially in the form set forth in **Exhibit G**.

## **VII. RULES RELATED TO LEASES, TENANTS AND NON-RESIDENT OWNERS**

- A. All Owners who do not reside in a Unit owned by them shall provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work. Any expenses of the Board incurred in locating an Owner who fails to provide such information shall be assessed to that Owner as a Common Expense. Unless otherwise provided by law, any Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of any such Owner caused by any delays in receiving notice resulting therefrom.
- B. No Owner may lease less than the entire Unit, nor may the Unit be leased for transient or hotel purposes.
- C. Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, By-Laws, and Rules and Regulations of the Association.
- D. Every Owner intending to lease a Unit shall give prior notice of one (1) month to the Board of such intention, whereupon the Board shall provide the Owner a Rider which shall be added to the lease and shall be signed by all the parties executing the lease. The Rider shall be substantially in the form that is attached hereto as **Exhibit H**.
- E. Each Owner shall be responsible for providing his or her tenants with copies of the Declaration, By-Laws and Rules and Regulations. In addition, the Association shall be given both a signed original lease and Rider to every lease of any Unit on the property within ten (10) days of execution thereof and prior to the occupancy date on said lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the responsible Owner as a Common Expense.



- F. If a tenant violates any provision of the Declaration, By-Laws or Rules and Regulations, the Board, in its delegation, shall determine what action or actions should be taken against the Owner or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.
- G. All expenses of the Board, in connection with any violations under these rules, shall be assessed to the account of the responsible Owner as a Common Expense.
- H. Provisions herein which relate to the execution of new leases shall become effective upon the expiration of any lease which is currently in effect. However, the requirements herein are effective immediately. Owners shall supply the Association with a photocopy of any existing lease no later than thirty (30) days after the effective date of these Rules.

## VIII. SCHEDULE OF HOURS

**Laundry Room** – 8:00 a.m. to 10:00 p.m.

**Moves In/Out of Building** – 8:00 a.m. to 6:00 p.m. **No holiday moves are allowed.**

**Lake Yard Parties** - 9:00 a.m. to 10:00 p.m. Sunday to Thursday and to 11 p.m. Friday and Saturday.

**Construction Noise** – 9:00 a.m. to 5:00 p.m. Monday through Saturday. **No Sunday or holiday.**

## IX. PHONE NUMBERS

**John T. Andrus, Building Manager at  
Andrus Realty Group, Inc.**

Office 773-728-2111

**George Brkljacic, Building Engineer**

Home 773-743-6864  
Pager 312-903-2444 (Emergency Use Only)

**24 Hour Answering Service**

708-780-5431

## FINAL NOTE

The building engineer should be both courteous and competent. Any evident to the contrary is to be reported to the Manager or a Board member. There is an obligation on the part of the owners, lessees and residents to recognize that the building engineer, Manager and other unit owners bear joint responsibility for seeking compliance with the rules and regulations and are expected to report violations for Board action. The Board is committed to obtaining compliance with these rules through the remedies available to it for the common good of all. Your suggestions and recommendations for improving rules and regulations and quality of life in the building are always welcomed. Please submit any you may have in writing to the Board.

### **VIOLATION OF RULES COMPLAINT - WITNESS STATEMENT**

PLEASE PRINT OR TYPE. Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.

#### **INFORMATION CONCERNING WITNESS(ES) TO VIOLATION**

Witness's Name	Address	Unit No.	Phone No.
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Names, Addresses, Unit address & Phone #'s of any other Witnesses

#### **INFORMATION CONCERNING VIOLATOR**

Violator's Name	Address	Phone No.
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Name, Address & Phone # of Owner, if different

#### **INFORMATION CONCERNING VIOLATION**

Violation Date	Time	Location
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Section(s) of Declaration, By-Laws or Rules & Regulations which was violated

Witness's Observations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (use reverse if more space needed)

I MAKE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS. IF I REFUSE TO TESTIFY AFTER FILING THIS COMPLAINT, I AGREE TO PAY ALL COSTS AND ATTORNEYS' FEES LOST BY THE ASSOCIATION AS A RESULT OF MY FAILURE TO TESTIFY.

Signature

Date Signed



TO: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTICE OF VIOLATION**

Re: Violation of Declaration, By-Laws or Rules and Regulations

You are hereby notified, as the owner of the Unit at \_\_\_\_\_,  
Chicago, Illinois, that you are charged with the following violation of the Association's Declaration, By-  
Laws or Rules and Regulations. The actions complained of occurred on or about \_\_\_\_\_,  
20\_\_\_\_, and are described as follows: \_\_\_\_\_

The Association is governed by its Declaration, By-Laws and various Rules and Regulations which you  
are charged with violating. Please note that you must take the actions outlined in the Association's Policy  
and Procedures Regarding Enforcement if you believe the charges are unjustified. UNDER THE RULES,  
IF YOU FAIL TO REQUEST A HEARING WITHIN FOURTEEN (14) DAYS OR FAIL TO APPEAR  
AT A HEARING ON THESE CHARGES, YOU WILL BE FOUND GUILTY BY DEFAULT, AND  
FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU  
AND ADDED TO YOUR ACCOUNT.

IF A VIOLATION EXISTS, WHICH HAS NOT ALREADY BEEN CORRECTED, AND YOU FAIL  
TO MAKE AN APPROPRIATE CORRECTION, YOU WILL RECEIVE ONE NOTICE OF  
VIOLATION, AFTER WHICH THE ASSOCIATION WILL CORRECT THE VIOLATION AT YOUR  
EXPENSE TO WHICH AN ADMINISTRATIVE CHARGE IN A MINIMUM AMOUNT OF \$100.00  
WILL BE ADDED. Please consult the Association's Rules for further details.

**You may request a hearing by signing, dating and returning the attached Request for  
a Hearing form within ten (10) days to the Association at the address below.**

Very truly yours,

JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION

c/o Agent, if any \_\_\_\_\_

CERTIFIED MAIL -

RETURN RECEIPT REQUESTED

Phone No.: \_\_\_\_\_

By: \_\_\_\_\_

**TITLE:** \_\_\_\_\_

Enclosure - Policies and Procedures Regarding Enforcement

cc: Regular Mail

**REQUEST FOR A HEARING**

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated \_\_\_\_\_, 20\_\_\_\_, alleging a violation of the Declaration, By-Laws or Rules and Regulations of JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Owner's Name - Printed

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zipcode

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date



TO: \_\_\_\_\_ DATE: \_\_\_\_\_

Re: Unit No. \_\_\_\_\_ Street Address \_\_\_\_\_

Dear Owner & Prospective Owner:

Pursuant to state law regarding resale of Units, we are providing the following information in response to your written request within thirty (30) days of the receipt thereof for which the Owner is being charged a fee of \$.10 per page. Under the Association's Rules, if the request was received less than thirty (30) days from the date due, the Owner will be charged a fee of ten dollars (\$10.00).

1. Enclosed with this report you will find the following information regarding the Association:

- a. The Declaration (and By-Laws, if any);
- b. The Rules and Regulations of the Association, if any;
- c. A statement of the financial condition of the Association, for the last fiscal year for which such statement is available.

2. As of this date, the following liens have been filed against the Property (Indicate the source, nature and amount of the lien and what steps are being taken to have it removed. If none, so indicate.): \_\_\_\_\_

3. a. The Association has approved the following capital expenditures, upon which work has not begun or for which the bill has not been paid (if none, so indicate): \_\_\_\_\_

b. In addition to the above, the Association anticipates the necessity for the following capital expenditures over the present or the next two succeeding fiscal years (if none, so indicate): \_\_\_\_\_

c. The Association has capital expenditure reserves of \$ \_\_\_\_\_. Of this amount, \$ \_\_\_\_\_ has been designated for specific projects, the projects and dollar amounts are as follows (if none, so indicate): \_\_\_\_\_

**4. The Association has pending the following lawsuits or judgments (indicate parties, nature of action, relief sought and dollar amounts involved. If none, so indicate.):**\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. The Association carries the following insurance coverage (Please note: Owners have the responsibility for liability insurance on the Unit and for insuring their personal property and decorating, including such items as painting, paneling, carpeting, etc.)**

- a. Property damage - \$ \_\_\_\_\_
- b. Legal liability (common areas) - \$ \_\_\_\_\_
- c. In addition, the following insurance coverage, if any, is provided to all Owners (if none, so indicate):  
\_\_\_\_\_

6. As of this date, it is believed that any improvements or alterations which have been made to the Unit are in compliance with the Association's Instruments and the Association's Rules and Regulations, except as noted below (Please note that this is a good faith belief, no on-site inspection having been made nor verified in writing. The Association is not bound by this statement absent an inspection and written verification.):\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLEASE NOTE: THIS INFORMATION IS VALID AS OF THE ABOVE DATE. THE ASSOCIATION MAKES NO REPRESENTATIONS AS TO ANY CHANGES OR EVENTS WHICH TAKE PLACE AFTER THE ABOVE DATE, INCLUDING, BUT NOT LIMITED TO, UNPAID ASSESSMENTS OR FINES.

JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION  
C/O Agent, if any\_\_\_\_\_

\_\_\_\_\_  
Address

Phone No.:\_\_\_\_\_

BY:\_\_\_\_\_

TITLE:\_\_\_\_\_



**NOTE TO PROSPECTIVE PURCHASERS:** The following items are not required by state law, but the Board has chosen to provide this information for your information as a courtesy.

A. The monthly assessment on the Unit you are purchasing is \$ \_\_\_\_\_. As of the date of this report, the amount of \$ \_\_\_\_\_ in total assessments remains unpaid. In addition \$ \_\_\_\_\_ in other fees, costs and expenses remains unpaid.

**B. As of this date the Association has knowledge of the following violations of the local municipal building, housing, or other applicable codes which exist either within the unit being purchased or the Association's common areas (Indicate nature and location of violation and the estimated cost to correct. If none, so indicate.):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. The following items are enclosed:

a. The current budget of the Association;

EXHIBIT D, PAGE 3 of 3

**JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION**

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

RE: Statement of account for Unit No. \_\_\_\_\_

Address: \_\_\_\_\_

Dear Sir or Madam:

You have asked us for a statement of account for unpaid assessments or other charges due to JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION on the above-identified Unit. In answer to your inquiry, the Association's records indicate that assessments have been paid through \_\_\_\_\_, 20\_\_\_\_\_. There remains the amount of \$ \_\_\_\_\_ for the period from \_\_\_\_\_ to be paid to us. Current assessments are \$ \_\_\_\_\_ per month.

**NOTICE**

A. The Unit HAS NOT been inspected for potential architectural or other violations, unless otherwise noted, and any conveyance would not waive any such violations.

B. The seller is responsible for providing a copy of the Declaration, By-Laws and Rules and Regulations to the purchaser at the time of closing. If the Declaration and By-Laws and Rules and Regulations are not available to the purchaser at time of closing, a certified check, money order, title company or lending institution check may be made payable to JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION. When this is mailed to \_\_\_\_\_,

address

**in the amount of ten dollars (\$10.00), the Association will forward copies of the Declaration, By-Laws and Rules and Regulations to the purchaser. This check must reflect the address and Unit number of the property involved.**

C. The Association does not have a "right of first refusal."



D. According to Article 13, Section (d) of the Declaration, each Owner shall maintain in full force at all times insurance covering the Unit owned by him consisting of or providing all the protection afforded by the insurance now generally described as fire, extended coverage, additional extended coverage, vandalism and malicious mischief, to 100 percent of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation.

Very truly yours,

JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION  
c/o Agent, if any \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

EXHIBIT E - PAGE 2 of 2

JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_

RE: Ownership Information for Unit No. \_\_\_\_\_, Building No. \_\_\_\_\_

Address: \_\_\_\_\_

Dear Sir or Madam:

As a part of any sale or transfer of a Unit in JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION, the Association's Rules and Regulations require that certain information be provided in order to allow the Board to protect the Association's rights and interests pursuant to the Declaration and Bylaws governing the Property. Consequently, we ask that the enclosed information sheet be completed by the prospective owner. We have also enclosed a Revocable Proxy along with a letter of explanation and an instruction sheet for completing it. The proxy may be detached, completed by the prospective owner(s) and returned with the other information.

As soon as we receive this information, we will provide the present owner with a letter showing the status of the unit's assessments. If you have any questions, please contact the undersigned.

Please forward this entire document and proxy to us at the address below.

JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION  
c/o Agent, First Community Management  
935 W. Chestnut St., Suite 201  
Chicago, IL 60642

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



**NOTICE**

IN COMPLIANCE WITH PUBLIC LAW 91-508 (15 UNITED STATES CODE, SECTION 1681(D), THIS NOTICE IS TO INFORM YOU THAT, IN CONNECTION WITH THIS APPLICATION, (1) INVESTIGATION MAY BE MADE AS TO YOUR CREDIT RECORD, CHARACTER, GENERAL REPUTATION AND MODE OF LIVING, AND (2) ADDITIONAL INFORMATION AS TO THE NATURE AND SCOPE OF ANY INVESTIGATION REQUESTED WILL BE FURNISHED TO YOU UPON YOUR WRITTEN REQUEST. ALL INFORMATION OBTAINED WILL BE KEPT CONFIDENTIAL AND WILL BE USED FOR ASSOCIATION PURPOSES ONLY.

THIS DOCUMENT HAS ALSO BEEN SUPPLIED TO FIVE YOU NOTICE THAT THE ASSOCIATION'S DECLARATION, WHICH HAS BEEN RECORDED AGAINST THE PROPERTY, PROVIDES THAT ALL PURCHASERS OF UNITS, UPON ACCEPTANCE OF A DEED, AGREE TO BE BOUND BY THE PROVISIONS OF THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION, INCLUDING RULES RELATED TO SUCH ITEMS AS PETS, PARKING, AND USE OF THE UNITS. THE DECLARATION FURTHER PROVIDES THAT YOU ARE OBLIGATED TO PAY ALL REGULAR AND SPECIAL ASSESSMENTS TO THE ASSOCIATION AS WELL AS OTHER LAWFUL CHARGES LEVIED PURSUANT TO THE ASSOCIATION DOCUMENTS, EVEN IF YOU FEEL THAT THE ASSOCIATION HAS NOT PROVIDED NECESSARY SERVICES. THE ASSOCIATION MAY CHARGE YOU THE COSTS AND EXPENSES OF COLLECTING ASSESSMENTS AND OTHER CHARGES, INCLUDING ATTORNEY'S FEES, WHICH AT TIMES MAY EXCEED THE AMOUNT SOUGHT TO BE COLLECTED.

Please Print or Type – Use N/A if not applicable.

---

Names of New Owner(s) as it will appear on deed – Please attach photocopy of deed.

---

Name of Trustee Bank, if property will be held in trust.

---

Names of Trust Beneficiaries.

---

New Owner's Address, if different from property address.

---

Mortgagee Bank and Bank Branch	Loan No.	(Please attach photocopy of mortgage)
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Note: The purchase price, financial information and other information deemed to be personal or confidential by the unit owner may be blacked out or otherwise removed, provided that the exact identity of the unit owner and mortgagee and their exact addresses are preserved.

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Employer	Employer Address
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How long?	Business Phone	Position
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If above is less than 2 years, previous employer and address

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How long?	Business Phone	Position
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Spouse's Employer	Employer Address
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How long?	Business Phone	Position
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If above is less than 2 years, previous employer and address

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How long?	Business Phone	Position
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Home Phone (or notify as soon as it is available)	Emergency Phone (other than above nos.)
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Child's Name	Age	Child's Name	Age
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---

Child's Name	Age	Child's Name	Age
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---

Name of other persons residing in unit.

---

Any pets owner? If so, specify and give description. **NOTE: DECLARATION PROHIBITS KEEPING DOGS IN UNITS.**



---

List make, model, color, and license plate of each vehicle you intend to park at the property. Indicate which, if any, are business, commercial or recreational vehicles.

---

Same as above

---

Same as above

---

Name of Occupant, if not the Owner

---

Occupant's Home Phone

Occupant's Work Phone

---

Bank

Type of Account

Account No.

---

Bank

Type of Account

Account No.

---

Personal Reference #1

Address

---

Personal Reference #2

Address

I, THE UNDERSIGNED PURCHASER(S), CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. I FURTHER CERTIFY THAT I HAVE READ ALL THE INFORMATION CONTAINED IN THIS DOCUMENT, INCLUDING THE NOTICES CONCERNING MY RIGHTS AND OBLIGATIONS.

---

Signature(s) of New Owner

---

Date

DATE: \_\_\_\_\_

RE: Revocable Proxy

Dear Sir or Madam:

You are presently involved in the purchase of a Unit in JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION. One of the problems that is commonly faced by homeowner associations is the lack of a quorum for transacting business of the association. The Association's attorneys have advised the board that, if a quorum cannot be met for electing Board members and conducting business, the activities of the Association, such as maintenance, landscaping or snow removal, must cease until meetings can be held at which a proper quorum is present. Thus services may cease even though your obligation to make assessment payments for those services will continue and will create a lien against your property.

In order to avoid this problem, we are asking you to sign a revocable proxy which appoints someone of your choice to act as your proxy. It also allows the Board, by majority vote, to act or you in the event your proxy cannot attend. If you wish to vote at any meeting, your presence at the meeting will revoke the proxy for that meeting. Thus, the Board will act only where you and your proxy do not attend. The proxy may also be voided permanently at any time simply by sending a letter to the Board. This process is basically the same as the standard procedure used when opening an account at a bank or savings and loan association, where proxy cards are signed to give the banks board of directors the power to vote on behalf of the account holder.

Please sign the attached revocable proxy and return it to us at the address below. We appreciate your cooperation in helping the Board to conduct the Association's business. If you have any questions, please do not hesitate to contact the Association.

JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION  
c/o Agent, First Community Management  
935 W. Chestnut St., Suite 201  
Chicago, IL 60642

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



INSTRUCTIONS FOR COMPLETING REVOCABLE PROXY

1. Print the names of the OWNER in the first blank. If the property is held in trust, this must be the trustee and not the beneficiary of the trust.
2. Print the STREET ADDRESS of the Unit in the next blank.
3. Print the name of the PROXY OF YOUR CHOICE other than yourself in the blank after the word "appoint". If there is no one you wish to appoint, fill in the blank with "X's". If you do not appoint anyone, or in the event your appointed proxy does not appear, your proxy may be used by a majority vote of the Board, which is then in office.
4. Print the DATE, YEAR and CITY where it is completed, in the blanks at the end. The DATE is essential.
5. SIGN on the signature line or lines at the bottom. If the property is held in trust, this should be signed by an officer of the bank which is the trustee.
6. Return the signed proxy to the Association.

**JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION**

**REVOCABLE PROXY**

I, \_\_\_\_\_, the owner of a Unit in JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION, (hereinafter "Association"), commonly known by the street address of \_\_\_\_\_, Illinois, do hereby constitute and appoint \_\_\_\_\_ as primary proxy and, in the primary proxy's absence, a majority of the Board of the Association in office from time to time, or their designated substitute, to vote as my proxy at any regular or special meeting of the Association. I give my proxy full power to vote as if I were personally present, with all the powers I possess, including full power to designate a substitute and to revoke such substitution. My presence at a meeting will automatically revoke this proxy, but only for the meeting attended, unless I indicate otherwise. This proxy is intended and shall extend for a period of more than eleven months (11 mos.) from the date set forth below and for so long as I remain a member of the Association, unless I revoke it before then.

I hereby vote for the following candidates: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any proxy or proxies in the Association given by me to any person or persons whatsoever prior to the date below are hereby revoked. In this instrument any use of singular includes the plural.

I understand that I may revoke this proxy at any time by sending a letter to the effect to the Board of the Association.

IN WITNESS WHEREOF, I have signed this proxy on \_\_\_\_\_ 20\_\_\_\_\_,  
at \_\_\_\_\_, Illinois.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner 2 Signature

*(For Association Use Only)*

\_\_\_\_\_  
Unit No.

\_\_\_\_\_  
Percentage of Ownership

RIDER TO LEASE DATED \_\_\_\_\_, BETWEEN \_\_\_\_\_  
(Lessor/Landlord/Owner)

AND \_\_\_\_\_ RELATING TO \_\_\_\_\_  
(Lessee/Tenant) (Unit No.)

In the \_\_\_\_\_

This Rider is added to and made a part of the attached lease in accordance with the Rules and Regulations of JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION. By this Rider the undersigned parties to said lease expressly acknowledge that (a) in accordance with the Declaration of Ownership for JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION, every lease (and extensions or renewals thereof) and the parties thereto, shall be subject in all respects to the provisions of said Declaration as well as the By-Laws and Rules and Regulations of the Association, and (b) any failure by the lessee to comply with the terms of the Declaration, By-Laws and Rules and Regulations shall be a default under the lease and shall subject parties to the disciplinary and enforcement powers of the Association, including but not limited to, the right of the Association to terminate the lease and evict the lessees under the provisions of Article IX of the Illinois Code of Civil Procedure.

In addition, the article the JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION shall be a third party beneficiary of said lease and shall be entitled to pursue all available legal and equitable remedies available to either party under the lease in the event of any default.

The rights and remedies of the Association described in this Rider shall be in addition to, and not in lieu of, any and all other legal and equitable rights and remedies available to the Association.

No rights of the Association shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

By our respective signatures below, we hereby acknowledge that we received a copy of the Declaration, By-Laws and Rules and Regulations of the JARVIS ON THE LAKE CONDOMINIUM ASSOCIATION and that we have read this Rider, understand its contents and agree to be bound by its terms.

\_\_\_\_\_  
Lessor (Landlord/Owner)

\_\_\_\_\_  
Lessee (Tenant)

\_\_\_\_\_  
Lessor (Landlord/Owner)

\_\_\_\_\_  
Lessee (Tenant)

DATE: \_\_\_\_\_



NOTE: A signed original of the Lease and this Rider must be given to the Board of Directors of the Association within ten (10) days of execution and before tenant occupancy for its files in accordance with the Rules and Regulations of the Association.

\*\*\*\*\*

Please complete the following for the Association's Use Only

*Lessor Information*

*Tenant Information*

\_\_\_\_\_  
Emergency Phone - Home

\_\_\_\_\_  
Emergency Phone – Home

\_\_\_\_\_  
Emergency Phone – Work

\_\_\_\_\_  
Emergency Phone – Work

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Work Address

\_\_\_\_\_  
City                      State                      Zipcode

\_\_\_\_\_  
City                      State                      Zipcode

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