

Marina Towers  
Condominium  
Association

Rules and Regulations

OCTOBER 2018

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MARINA TOWERS CONDOMINIUM ASSOCIATION  
RULES AND REGULATIONS

The following amendments to the Rules and Regulations of Marina Towers Condominium Association have been approved and adopted by the Board of Directors after input from Unit Owners and are effective October 11, 2018.

These Rules and Regulations are in addition to any regulations set forth in the Declaration of Condominium Ownership of Marina Towers Condominium Association, the By-Laws of the Marina Towers Condominium Association, Chicago Condominium Ordinance and the Illinois Condominium Property Act.

The Rules and Regulations that follow apply to anyone having any interest in, or arrangements to use, any unit or any portion of the Marina Towers Condominium Association common elements, irrespective of the term used to describe the occupancy of an apartment, such as Unit Owner, occupant, renter, resident or investor.

**I. DEFINITIONS.**

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

- A. Act - The Illinois Condominium Property Act, as amended from time to time.
- B. Association - Marina Towers Condominium Association, an Illinois not-for-profit corporation and a condominium organized pursuant to the Illinois Condominium Property Act.
- C. Board - Board of Managers or Board of Directors of Marina Towers Condominium Association. These terms may be used interchangeably.
- D. By-laws - The By-laws of Marina Towers Condominium Association which may be amended from time to time hereinafter.
- E. Charge - Where Notice of Violation charges Unit Owner with violation of these Rules and Regulations.

- F. Committee of the Board of Directors or Board of Managers - Any committee established by the Board of Directors or Board of Managers of Marina Towers Condominium Association.
- G. Common Expense or Assessment - Any amount that the Board may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessments, special assessments, and charges, expenses or assessments which are otherwise levied pursuant to the Condominium Property Act, Declaration, By-laws, or the Rules and Regulations.
- H. Common Elements or Association Property - Common elements of the Association as defined in the Act or in the Declaration and any other property which the Association has a right to possession of under the Operating Agreement.
- I. Damage and Costs - Reimbursement for out-of-pocket costs or damage including attorneys' fees and costs, resulting from violations of these Rules and Regulations, not intended to be penal. Charges for costs or damage are authorized by the Association Declaration and By-laws. A schedule of representative charges is set forth in Section C of Article III.
- J. Declaration - Declaration of Condominium Ownership for Marina Towers Condominium Association as it may be amended from time to time hereinafter.
- K. Fine - A levy for violation of these Rules and Regulations, which is intended to be penal. Fines are authorized by Section 18.4(1) of the Condominium Property Act.
- L. Lease - Agreement between the owner of a unit and one or more named tenants for the tenant(s) to occupy that unit for a specific period of time at a specified rent, whether written or oral.
- M. Lease Extension - Agreement between the owner of a unit and a tenant to extend the period of time and/or change the specified payment under a previously existing lease between the owner and tenant.
- N. Managing Agent or Manager - The person or entity, if any, who has been employed by the Association to manage the day-to-day administration of the Property in a manner directed by the Board. Any reference in these Rules and Regulations to the "Management Office" shall be deemed to mean the Managing Agent or Manager.
- O. Meeting of Board of Managers - Any gathering of a quorum of the members of the Board of Directors or Board of Managers held for the purpose of conducting Board business.

- P. Member of the Association - A Unit Owner.
- Q. Occupant or Resident - Any person who resides on the property, including families of Unit Owners and tenants of Unit Owners, and including any Unit Owners as the context so indicates.
- R. Property - All the real property against which the Declaration has been recorded, including any improvements thereon.
- S. Rules or Rules and Regulations - The Rules and Regulations of the Association (sometimes referred to as "Rules") as adopted, pursuant to the powers of the Board and as amended from time to time thereafter.
- T. Service Dogs - Dogs specifically trained to aid the physically, mentally or emotionally challenged, as defined by the Americans with Disability Act and any other relevant act, statute or ordinance.
- U. Unit - Portion of the property which is owned personally by a Unit owner.
- V. Unit Owner - The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit including a contract purchaser. In the event title to any Unit is conveyed to a land title holding trust under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes; and they shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under these Rules and Regulations against such Unit.
- W. Violation - The act of not complying with these Rules and Regulations and governing documents.

## **II. USE AND OCCUPANCY RESTRICTIONS**

### **A. OCCUPANCY RESTRICTIONS:**

#### 1. Residential Use and Occupancy.

Each unit shall be used as a residence and for no other purpose except as an ancillary or secondary facility to an office established elsewhere or as a home office so long as the activities are legal and do not include more than 2 unique visits per week in and out of the condominium.



## 2. Occupants of Units other than Owner(s) or Tenant(s).

a. *Certificate of Occupancy-When Required.* A "Certificate of Occupancy Other than As Tenant" form shall be completed by both the Unit Owner and each authorized occupant (i) for each person, other than owners or tenants, who is occupying a unit for more than seven days where the owner or tenant is also occupying the unit, or (ii) for each person occupying a unit for any length of time who is not an owner or tenant, where no owner or tenant is routinely occupying the unit.

b. *Certificate of Occupancy-Agreement to Abide by Rules.* The form shall be developed by the Board and shall include but not be limited to the following: i) the name of each person who will be occupying the unit under the Certificate of Occupancy, ii) the relation of the occupant to the Unit Owner, iii) the reason for the occupancy arrangement, iv) the expected duration of the occupancy; and v) that no rental fees will be paid by any of the persons occupying the unit under the Certificate of Occupancy. In addition, the Occupant(s) shall each agree to abide by the Association Rules and Regulations, Declaration and By-laws, including payment of a move-in fee, as applicable, prior to possession of the unit, and shall obtain from the Management Office a current copy of the Association Rules and Regulations, and sign a receipt agreeing to be bound by the Rules and Regulations. If the receipt is not on file within seven days a warning notice will be issued to the unit and after 14 days a fine will be issued.

c. *Certificate of Occupancy-Right of Association to Evict When Not Filed.* Where no Certification of Occupancy has been filed with the Association, the Association shall have the right to bring an eviction against such occupant(s) or pursue other legal remedies, at the discretion of the Board.

## 3. Maximum Persons per Unit.

The permitted occupancy for apartments shall at all times be in accordance with the City of Chicago Occupancy Ordinance. Any lease or Certificate of Occupancy shall state the maximum number of persons that will be occupying the unit. At any point during the term of any such lease or Certificate of Occupancy where the occupancy limits set forth in this section are exceeded, the Unit Owner shall notify the Association in writing within forty-eight hours.

## **B. ASSESSMENTS AND ENFORCEMENT POWERS OF THE BOARD:**

### 1. Payment of Assessments.

During the period of time person(s) are Unit Owners, each shall be personally liable for such assessments as levied by the Association. Full payment of the monthly assessment, work orders and any other fees are due on or before the first day of each month.

a. Any Unit Owner who has not fully paid all assessments and other fees billed to the Association by the tenth (10th) of the month is in default and will be assessed a late fee. Please

refer to current fee schedule available online or in the Management Office. The fee schedule is reviewed annually and subject to change.

b. Assessments left under the Management Office door must be received by 12:00 p.m. on the 10th of the month, or, if the 10<sup>th</sup> is not a business day, by 12:00 p.m. on the next business day.

Any attorneys' fees and court costs to the Association with respect to fines or collections are also the responsibility of the Unit Owner and will be added to the total amount due.

## 2. Returned Checks.

a. *Returned Checks Fee.* Payments will not be credited and a fee will be added for all returned checks. Please refer to current fee schedule available online or in the Management Office. The fee schedule is reviewed annually and subject to change. A returned check may also trigger a late fee for late assessment payment. The Association will only accept replacement payment by a certified or cashier's check or money order.

b. *Returned Checks - Two or More.* If two returned checks are received within a twelve month period, the Association reserves the right to require further payments by certified or cashier's check or money order until further notice.

## 3. Past Due Accounts – Allocation of Payments.

Unless otherwise directed by the Unit Owner, payments received for a past due account will be applied to the outstanding balance in the following order of priority: current then past due assessments, special assessments, goods and services, late fees, fines, and attorneys' fees.

The Manager may use his or her discretion in determining whether or not to apply a late fee to an account with a non-recurring amount past due. Such an amount should not represent a substantial portion of the monthly assessment and other charges

## 4. Unpaid Assessments – Lien – Judicial Remedies.

a. The amount of any unpaid assessment or fine, together with penalties, legal fees, other collection costs and other fees/fines thereon as provided for in the Declaration, By-Laws, the Illinois Condo Act and these Rules and Regulations, constitutes an automatic lien on the defaulting Unit Owner's interest in his or her unit and its respective percentage of the common elements. The Unit Owner shall also be personally liable for such amounts.

b. Generally where a Unit Owner has not paid assessments or fines, a suit will be filed under the provisions of the Forcible Entry and Detainer Act for a judgment for the unpaid assessments or other fees and charges and its costs and attorneys' fees, and to evict the defaulting Unit Owner from possession of his or her unit.

c. The Association also has a right to file a suit to foreclose on its lien for unpaid assessments or fines. A lien foreclosure action, like a mortgage action, can result in the sale of the unit.

## 5. Association Remedies for Violation.

The violation of any condition, restriction, rule or regulation adopted by the Board or the breach of any covenant or provision of the Declaration, By-Laws, and/or Condominium Property Act shall give the Board the following rights, in addition to other rights:

- a. In cases where the immediate life safety or the integrity of the building is threatened, the Association has the right to enter upon the unit and to summarily abate and remove, at the defaulting Unit Owner's expense, any structure, thing, or condition that occasions such violations or breach;
- b. In cases where the immediate life safety or the integrity of the building is NOT threatened, the Association has the right to enjoin or remedy the breach or violation by appropriate legal proceedings or such other action as the Board deems appropriate;
- c. To maintain an action for possession of the unit as provided by law;
- d. To impose a fine after notice and an opportunity to be heard in front of the MTCA Board of Directors; and
- e. To levy the amount of any damages or costs incurred by the Association, including attorney fees and staff time, or any other Unit Owner as a result of a violation or breach. Attorneys' fees incurred by the Association may be assessed without specifically obtaining a prior judgment.

Nothing in these Rules and Regulations shall prohibit the Association from taking more than one action in response to a particular violation. Please refer to current fee schedule available online or in the Management Office. The fee schedule is reviewed annually and subject to change.

## 6. Notice to Terminate Ownership Interest for Continuing Violation.

If any Unit Owner (either by his or her own conduct or by the conduct of any other occupant of his or her unit) violates the Act, or any of the provisions of the Declaration, By-Laws or the regulations adopted by the Board and, if such default or violation continues for 10 days after written notice from the Board to the Unit Owner of such violation or request to cure, or if such violation or breach occurs repeatedly during any 10-day period following such notice, the Board has the power to issue to the defaulting owner a written notice terminating the rights of said defaulting owner to continue as a Unit Owner and to continue to occupy, use or contract his or her unit.

The Board may file an action in equity for a decree of mandatory injunction against such defaulting owner or occupant, or alternatively, for a decree of termination and an order providing for judicial sale of the defaulting owner's interest in his or her unit and its percentage of the common elements. This order will enjoin and restrain said defaulting owner from reacquiring his or her interest at such judicial sale. The Board may, but is not required to, give the Unit Owner the opportunity for a hearing prior to taking legal action.

## 7. Attorney Fees and other Expenses of Enforcement.

All expenses, including reasonable attorneys' fees, incurred by the Association or by the Board in enforcing the provisions of the Declaration, By-Laws and the adopted Rules and Regulations shall be assessed against the defaulting Unit Owner and shall be paid by said owner, or at the Board's election, where appropriate, shall be paid from the proceeds of a judicial sale of said unit. Attorney fees incurred by the Association may be assessed without specifically obtaining a prior judgment.

### **C. LEASING RULES:**

#### 1. Notification of Intent to Lease – Documents Required.

Unit Owners of the Marina Towers Condominium Association who intend to lease their units must comply with specific requirements for the welfare and protection of all Unit Owners and are responsible for the actions of their tenants. Unit Owners who intend to lease their units must submit the following supporting documents to the Management Office prior to the tenant taking possession of the unit:

a. Evidence of payment of the applicable move-in fee required under the Move-in Fee Section of these Rules and Regulations;

b. Lease application form for each lessee, titled "Form 300 Marina Towers Condominium Association Application for Lease" or a standardized lease application. MTCA lease form is available through the Management Office and website. If space is not provided on application, tenant must provide an email address;

c. A copy of an executed "Condominium Unit Apartment Lease" form must be submitted for all apartment rentals. This form can be purchased at most stationery supply stores or from the Management Office prior to occupancy by the tenant or upon execution, whichever is earlier; and

d. A signed acknowledgment by each prospective tenant that he or she has received a current copy of the Rules and Regulations and governing documents, has read and understands them, and agrees to be bound by them.

#### 2. Verification of Information in Lease Application.

The Association reserves the right to verify the information set forth in the documents filed with the lease.

#### 3. Limitation of Leasing – Terms – Subleases – Variances.

The following limitations apply to leasing of units:

a. No initial lease shall be for a term of less than one year. However, a lease may contain an option for a renewal for a period of less than a full additional year. However no such extension of leases shall be for a period less than 30 days. Units are NOT allowed to be rented on a daily, weekly, or short term basis or used as a vacation rental. Any violation of this rule will

be fined as scheduled, and the Board reserves the right to assess a fine equal to or greater than the nightly, weekly or monthly rate received by the owner for the rental of the unit.

b. No subleases will be permitted.

c. No unit shall be rented to any tenant or tenants who have refused to be bound by the Association Declaration, By-laws, and Rules and Regulations.

4. **Lease Extensions.**

a. As an alternative to the filing of a new lease, a Unit Owner who intends to extend a current lease must notify the Association of his/her intention to extend a current lease and submit a copy of the lease extension no less than ten (10) days prior to the effective date of the lease extension.

b. The lease extension shall include the following:

(1) the beginning and ending dates of the lease extension;

(2) the names of each tenant covered by the original lease and the lease extension;  
and

(3) changes in the rent or other terms that differ from the prior-existing lease;

(4) the form shall be executed by both the landlord or landlord's agent and each tenant or tenants.

c. The lease extension will be kept on file in the Management Office.

5. **Leases and Lease Extensions – Filing.**

A copy of all executed leases and lease extensions shall be filed with the Management office.

a. For those Unit Owners not having a current lease or lease extension on file, a letter shall be sent from the Management Office requesting a copy of the executed lease or lease extension. In the case of a lease extension, if the original lease, subject to the extension, is not on file with the Management Office, a copy of that lease shall be provided as well.

b. Key fobs for the renters in units with expired leases will be turned off effective 10 calendar days after the expiration of the lease.

c. A fine shall be levied on any Unit Owner who does not provide a copy of an executed lease or lease extension upon 10 days written notice. The Board may levy an additional fine for each month thereafter that the executed lease or lease extension is not on file. Legal action may also be initiated.

6. Lease/Lease Extension Requirements – Association Recourse – Violation.

Failure to comply with these Rules shall subject the unit to legal action by the Association. Any and all attorneys' fees and costs may be assessed against the unit.

**D. MOVE-IN AND MOVE-OUT:**

1. Move-In and Move-Out Fees.

a. A move-in/move-out fee is payable at the time of application with the Management Office and prior to possession of the unit unless previously paid. The move-in fee shall be as stated and maintained by the Management Office and determined by the Board. Any additional fee or any damage to the common elements incurred as a result of the move-in/move-out shall be subsequently billed to the Unit Owner. The move-in/move-out fee shall be used to reimburse the Association for up to two hours of elevator use for a studio, three hours of elevator use for a one bedroom and four hours of elevator use for a two bedroom. The use of the elevator shall include services as are necessary from the Association. The move-in fee shall be applicable for all move-ins (owners and tenants). No portion of the move-in fees shall be refundable. After the threshold time period has expired, an additional fee of \$100 per hour may be charged for move-in/move-out services for all hours beyond those stated above.

b. *Damage Payments.* Unit owners shall be responsible for any damage to common elements resulting from a move-in/move-out by themselves or by any tenant or other resident.

2. Hours for Move-Ins and Move-Outs.

Move-ins and move-outs shall only be scheduled through the Management Office. No move-in or move-out may start earlier than 8:00 a.m. nor completed later than 8:00 p.m., Sunday through Saturday. Move-ins and move-outs shall be conducted from the Marina level only. The bridge level shall not be used for full or partial move-ins or move-outs except as approved in writing where extenuating circumstances may exist.

3. Approved Move-in – Security Fobs/Cards – Use of Elevators.

Until the Unit Owner, prospective tenant or holders of a certificate of occupancy fully comply with the requirements for the Sale and Purchase of Units, the Leasing Rules or Certificates of Occupancy the Association shall not provide security fobs/cards, and/or the elevator for move-in or other services.

**E. SALE AND PURCHASE OF UNITS:**

1. Notification to Management Office – Prior to Closing Date.

a. Prior to closing the current Unit Owner must provide the following to the Management Office:

(1) in writing, the name(s) and address, and home and office telephone numbers, cell phone numbers and email addresses of the prospective purchaser(s), the proposed closing date and the address to which notices (including statements of monthly assessments) should be sent;

(2) the applicable move-in/move-out fee required under the move-in/move-out section of the fee schedule.

b. Once the information or documents required by this Section have been provided to the Management Office,

(1) requests for "paid assessment letters", 22.1 Disclosure Statement, or the preparation of any other information for a prospective purchaser regarding the condominium and the unit will be provided to the Unit Owner, including copies of the Declaration and By-laws, a statement of assessments, fees or other charges which are outstanding and unpaid on the unit, copies of the annual budget, any other information authorized by the Illinois Condominium Property Act, and information which the Association is required to disclose involving the condominium common elements pursuant to the Residential Lead-Based Paint Hazard Reduction Act of 1992.

(2) requests for such documents must be made to the Management Office at least five (5) business days in advance. The fee for such documents, including the Assessment Letter, Condo Declaration, By-Laws, and Rules of the Association, shall be charged to the Unit Owner.

## 2. Notification to Management Office – Within Three Business Days after Closing.

Within three (3) business days after the closing of a unit, the new Unit Owner(s) shall notify the Management Office of the change in ownership of the unit and provide the following:

a. The date of the closing;

b. The name(s), address, home, office and cell phone numbers and email address of each new Unit Owner, and on an Association approved form:

(1) if the unit is held in trust, the name, address, and home and office phone number of each beneficiary and the designation of the beneficiary(s) authorized to communicate on behalf of the trust with the Association with respect to the requirements of the Declaration, Bylaws and these Rules and Regulations.

(2) if the unit is held by a corporation, the name, address, and home and office phone number of the officer(s) authorized to communicate on behalf of the corporation with the Association with respect to the requirements of the Declaration, Bylaws and these Rules and Regulations.

(3) if the unit is held by a partnership, the name, address, and home and office phone number of the partner(s) authorized to communicate on behalf of the partnership with the Association with respect to the requirements of the Declaration, Bylaws and these Rules and Regulations.

(4) The names requested under subsections II(E)(2)(b)(i)- II(E)(2)(b)(iii) of this Section are not intended to include any person designated as an agent under subsection II(E)(2)(e) of these Rules and Regulations.

c. A copy of the HUD-1 or HUD-1A (closing statement);

d. Name and address of any mortgagee or lien holder of the unit. When the mortgagee or lien holder has not provided an address for notice purposes to the Association, then such notice may be sent to the mortgagees or lien holders which are named as insured on the master policy of insurance which exists on the common elements.

e. *Unit Owners-Agents.* If statements of monthly assessments or notices of violations are to be sent to anyone other than the Unit Owner, or if someone other than the Unit Owner is to have any authority to act as an agent of the Unit Owner for any purpose, a copy of the authorization must be filed with the Management Office.

f. *Mandatory Unit Owner Liability Insurance Coverage.* All Unit Owners are required to obtain insurance covering the personal liability and compensatory (but not consequential) damages to another unit or to the common elements caused by the negligence of the owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the unit in the amount of \$500,000. The personal liability of a Unit Owner must include the deductible of the owner whose unit was damaged, any damage not covered by the insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. In no event shall the Association be liable for the failure of any Unit Owner to maintain insurance. Current proof of insurance for each unit shall be filed with the Management Office on an annual basis. Failure to provide current proof of insurance is subject to a fine in fee schedule.

g. *Receipt of Rules and Regulations.* A receipt for the Rules and Regulations and the Declaration and By-Laws shall be signed by each new owner that he or she has obtained from the Management Office a current copy of the Rules and Regulations, has read and understands them, and agrees to be bound by them. The statement of receipt shall be kept in the unit file in the Management Office. The failure of such owner(s) to have a copy of the Rules and the Declaration and By-Laws shall not waive the application of such rules to that owner.

### 3. Notice to Association of Mortgagee or Other Lienholder.

Within 10 days of the recording of a mortgage, home equity loan or trust deed against an existing Unit Ownership given by the owner of that unit to secure a debt, the owner shall also inform the Board of Directors of the Association of the identity of the lender together with a mailing address where the lender can receive notices from the Association. If a Unit Owner fails or refuses to inform the Board in connection with the recording of a mortgage or trust deed either in connection with the purchase of a unit or as required under this subsection, then that Unit Owner shall be liable to the Association for all costs, expenses and reasonable attorney fees and such other damages, if any, incurred by the Association as a result of such failure or refusal.



## **F. RESIDENTIAL RECORDS:**

### **1. Unit Owners – Contact Information.**

The current name(s), residential address, home, office and cell telephone numbers, and email addresses of all Unit Owners shall be maintained in the Management Office at all times.

### **2. Unit Owners and Occupants – Essential Information.**

In the event of a building emergency, (e.g., fire, flooding) or a medical or other emergency, it is essential that the following be on record in the Management Office and be kept updated:

- a. Current home, office and cell telephone numbers and email addresses of the Unit Owner(s);
- b. Names of those other than the Unit Owners residing in the unit and their home, office and cell phone number(s) and email addresses;
- c. Names, phone numbers and addresses of others that may be contacted in case of any emergency, along with their email address(s)
- d. Duplicate keys to the apartment entry door.

### **3. Unit Owners and Occupants – Additional Voluntary Information.**

In addition, each Unit Owner is encouraged to provide the following to the Management Office:

- a. Any information which may be helpful in dealing with a medical or personal emergency.

## **G. PUBLIC AREAS:**

### **1. Obstructions to Public Areas.**

The public corridors, elevators, and stairways shall not be obstructed or used for any other purpose than for ingress or egress to or from the apartments. Nothing shall be left in the corridors, including footwear, doormats, deliveries, cartons, etc.

### **2. No Association Liability for Property Left with Association Employees.**

Neither the Board nor the Association Managing Agent shall be responsible for any loss, damage or other claim regarding any article left with any employee or in the Package Room.

### **3. No Attachments to Exterior of Building.**

In order to protect the safety of owners, residents and guests and those below, and provide a uniform appearance, nothing shall be attached which extends over or beyond the edge of the building or balcony and restrain any items that may become airborne.

### **4. No Drilling.**

No drilling into concrete or other balcony surfaces is permitted.

5. **No Persons Playing in the Common Areas.**

No one shall be permitted to play or loiter in any of the common areas if their actions would potentially cause damage, disruption, or safety concerns to others.

6. **Theft or Vandalism of Association Property.**

No person shall take or vandalize any portion of the Association property or represent to any vendor that he has authority to charge the Association for the cost of any goods or services for which that person does not have express written authority.

7. **Reward for Identifying Vandal of Association Property.**

The Board of Directors shall have the authority to grant a reward to any person who brings forth information leading to the identification and apprehension of person(s) removing or otherwise vandalizing any portion of the Property. If the offender is a Unit Owner or resident, the Association shall have the authority to require that person to appear before a hearing panel of the Board. The amount levied against such person may include the cost of such reward in addition to the amount of any fine, legal expense and the cost of restoration of the Property.

8. **Lobby.**

The Association has an easement in the guard lobby and has an obligation to pay for maintenance of that easement for the Unit Owners. In order to protect the health and safety of Unit Owners, occupants and guests and protect against damage to this easement and the improvements made to the lobby:

a. No Unit Owner, occupant, guest or any other person may use skates, roller blades, recreational scooters, or similar apparatus, or bring a bicycle on any portion of the residential lobbies. The Management Office shall initially warn such Unit Owner, occupant, guest or other person. A person who, after initial warning subsequently violates this subsection shall be subject to a fine and shall be liable to the Association for such damage.

b. Any Unit Owner, occupant or guest or any other person who carries food, an open beverage can or open bottle in such a manner as to damage any portion of the lobby shall be liable to the Association for such damage.

c. No eating is allowed in the guard lobby except at MTCA sponsored events.

9. **Common Elements.**

a. No Unit Owner, occupant, guest or any other person may use skates, roller blades, skate boards, scooters, or other similar apparatus, or ride a bicycle in the bridge level elevator area, or on any carpeted portions of the common elements, including all corridors and the Sixty First Floor sun decks. Such Unit Owner, occupant, guest or other person shall be subject to a fine for each violation and shall be liable to the Association for any damage caused by such skating, rollerblading, use of other similar recreational apparatus, or bicycle riding.

b. Any Unit Owner, occupant, guest or any other person who carries food, beverages or other substances in such a manner as to damage any portion of the common elements shall be

liable to the Association for such damage. No glass, ceramic or other items breakable in nature shall be allowed on the Sixty First Floor sun decks.

c. No smoking shall be permitted in the Association lobbies, hallways, stairwells, elevators, elevator lobbies, Management Office, Meeting Room, laundry rooms, 61st floor sun decks or any other common areas.

d. No use of equipment for purposes other than that intended. Water closets, lavatories, kitchen sinks and other apparatuses shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other improper articles be thrown into the same. Any damages resulting from misuse of these areas or apparatus shall be the responsibility of the Unit Owner in which the misuse occurs.

e. No Unit Owner, occupant, guest or any other person may grill or smoke on the 61st floor roof deck.

f. No Unit Owner, occupant, guest or any other person is allowed to coordinate and/or facilitate group tours of the building including the 61st floor sun deck. No kites, remote controlled devices or drones are allowed. ALL functions not approved by MTCA are not allowed.

#### 10. Plaza Level.

No Unit Owner, occupant, guest or any other person may use the plaza elevator lobby for deliveries by vendors or to transport furniture, packages or other item, which are larger or heavier than could be transported by a single person without prior consent by the Management Office.

#### 11. Unit Door – Fronting on Corridors.

The following standards shall be applicable to all doors, and door frames fronting on the corridors:

a. Each door shall contain a mechanical door bell, door knob and door closer each of a type approved by the Association.

b. Original door hardware, including door bell, door knob, and other associated hardware, must be left intact if present. Replacement hardware, if needed, must be approved by the Association.

c. Each door and door frame may be painted with approval from the Association using appropriate paint.

d. With the exception of reasonable, non-combustible religiously mandated objects, nothing else shall be placed on the exterior of any door or door frame. Door molding and other attachments are not permitted.

## 12. Distribution of Restaurant Circulators and Other Commercial Literature.

In order to protect the security and safety of Unit Owners, occupants and guests, there shall be no distribution of restaurant and other commercial brochures, circulators and other literature in and through the common elements, except when approved by the Association.

### **H. NON-PUBLIC AREAS:**

#### 1. No Installation of Heating, Air Conditioning or Hazardous Materials.

All interior lighting and interior heating apparatus (including fire places) shall be electric only. All air conditioning equipment shall be electric and shall be installed in the space allocated above the balcony doors. Flammable oils or fluids, such as gasoline, kerosene, naphtha or benzene, or other explosive or articles deemed extra hazardous to life, limb or property, are prohibited.

#### 2. Electrical Wiring Overloading.

No Unit Owner shall overload the electrical wiring in the building.

#### 3. Balconies – Installation of Carpeting/Other Covering.

No carpeting or other floor materials on any balcony shall be installed without the prior written approval of the Managing Agent acting in accord with the Board's direction.

a. The Board of Directors may permit the installation of outdoor carpeting or other floor material on the balcony concrete if the balcony has a membrane surface. Any covering installation must be approved by the Management Office.

b. A Unit Owner may be fined and charged for the cost of restoring the balcony if he or she installs a covering in violation of those procedures.

#### 4. Balconies – Items or Structures Maintained, Stored, Secured or Thrown From.

a. Nothing shall be dropped or thrown from balconies, specifically including but not limited to fire crackers, lighted matches, cigarettes, and hot coals.

b. No dirt, debris, dust, snow ice or water shall be swept off the edge of the balconies.

c. No items other than outdoor furniture, grills, decorative foliage and bicycles shall be placed or stored on balconies. This includes, but is not limited to cardboard boxes, refrigerators, household appliances and other unsightly items.

d. Storage containers are permitted if less than 36" wide, 24" deep, or 24" high.

e. No structure or item may be attached to the building structure or may be attached to the balcony railing in any way that extends above the top of a balcony railing or overhangs a balcony railing. Because of the possibility that structures or other items may be blown or fall off the balcony, the Unit Owner shall be responsible for ensuring that all structures or other items are securely attached.

f. An Occupant may display clear white single strand lights on his or her balcony provided that such lights are small, of limited illumination or intensity. Under no circumstances may halogen, neon, laser, strobe, or fiber optics, blinking or other lights of high intensity or illumination be displayed or maintained on any balcony. To ensure the comfort of all residents, balcony lights are allowed from dusk to 12:00 A.M. nightly. No novelty lights are allowed. Low level balcony illumination that cannot be seen from the street is allowed.

g. Any damage resulting from the improper storage, use or attachment of any item on a balcony or the failure to follow any municipal safety requirements shall be the responsibility of the Unit Owner.

h. *Displaying Items on Exterior of Unit:* No Unit Owner shall display, hang, any sheets, blankets, laundry or other articles outside his unit.

i. No exterior wood burning apparatuses are permitted.

5. **Flags – Display of American Flag or American Military Flag.**

This display of the American flag or a military flag, or both, on or within the limited common areas and facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the unit of a Unit Owner is located is allowed.

a. "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

b. "American Military Flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

6. **Balconies and Other Portions of the Common Elements – Alterations.**

a. No alteration of any portion of the common elements or limited common elements, including the balconies, or any additions or improvements thereto shall be made by any Unit Owners without the prior written approval of the Board of Directors.

b. With respect to changes to the balconies, the Board has applied the following standards:

i. The balcony railings and dividers shall be painted with black gloss enamel only.

ii. The exterior of any balcony door installed or painted shall be gloss enamel black and any screen or storm door installed or painted shall be black or silver.

iii. Any cost of re-conforming any alterations, additions or improvements to the common element or limited common elements shall be charged to the Unit Owner. If the time of an Association employee is used to re-conform such alterations, additions or improvements, the time of such employee may be charged to the Unit Owner. The Board, in its discretion, may employ an outside contractor to perform such work, in which case the cost of that contractor's work shall be charged to the Unit Owner.

**7. Balcony Door Repair or Replacement.**

a. Where a balcony door has been damaged or deteriorated so that it may cause damage or injury to the Common Elements or any other unit and a qualified person has determined the balcony door should be repaired or replaced, the Association is authorized to require the Unit Owner of the unit to which the balcony door is attached to repair or replace that balcony door at the Unit Owner's expense and in compliance with the Unit Renovation Requirements.

b. The Association shall give the Unit Owner thirty (30) days written notice to repair the balcony door or to replace it with a new door, in each case conforming to the requirements of this Section. Should the Unit Owner fail or refuse to comply within the thirty (30) day period or such extensions of time as the Association shall reasonably grant the Unit Owner, the Association shall have the authority following notice to access the unit for the purpose of repairing or replacing the balcony door and charging the Unit Owner for all costs incurred by the Association in repairing or replacing the balcony door, including materials and labor. If the time of any Association employee is used to repair or install the door, the time of such employee may be charged to the Unit Owner. The Board, at its discretion, may employ an outside contractor to perform such work, in which case the cost of that contractor's work shall be charged to the Unit Owner.

c. Glass doors with clear aluminum frames may be installed as replacements for original doors with approval from the Management Office.

**8. Balconies – Approval for Removal of Balcony Dividers.**

a. Where a Unit Owner owns two adjoining units and seeks Board approval for the removal of the balcony divider between his or her two units, such approval shall be conditioned on the Unit Owner's being solely liable for all costs including but not limited to that of the contractor, engineering review by the Association's consultant, permits, and insurance. The Unit Owner shall agree to hold the Condominium Association harmless from any and all liability with respect to the action.

b. If the adjoining units (that were combined) are later subdivided, either as result of the separate sale or transfer of ownership of the units to different purchasers or owners, or as a result of the Unit Owner re-subdividing the units, by selling or transferring one to a new owner or purchaser while maintaining ownership of the other, the Unit Owner shall be responsible at

his or her own cost for reinstalling the divider if requested by the new owner. When the balcony divider is going to be reinstalled then the following conditions or standards must be met:

- i. When the Unit Owner intends to replace or reinstall balcony divider(s), the Unit Owner must reinstall the original balcony divider(s) or install new balcony divider(s) in accordance with the specifications approved by the Association.
- ii. All new replacement balcony dividers must be fabricated and anchored to the balcony floor and ceiling in accordance with the specifications and drawings approved by the Condominium Association. All new dividers must be approved by the Condominium Association prior to installation. No other barriers are allowed.

#### 9. Re-conforming Alterations.

Any cost of re-conforming any alterations, additions or improvements to the common element or limited common elements shall be charged to the Unit Owner. If the time of an Association employee is used to re-conform such alterations, additions, or improvements, the time of such employee may be charged to the Unit Owner. The Board, at its discretion, may employ an outside contractor to perform such work, in which case the cost of the contractor will be billed back.

#### 10. Association Access to Units.

a. The Association shall be entitled to reasonable access to individual units and the Limited Common Elements as may be necessary for the maintenance, repair or replacement of any portion of the Common Elements, Limited Common Elements or individual units or for making emergency repairs necessary to prevent damage to the Common Elements, Limited Common Elements or individual Units or for purposes of enforcement of these Rules and Regulations.

b. Where possible, in the absence of an emergency, the Association shall provide the resident of the unit reasonable notice prior to such entry. In the absence of an emergency, advance notice shall be given to the resident when entry is desired. If notification is not effected, additional notice should be given for a subsequent appointment for access.

c. Any Unit Owner, tenant or other occupant of a unit shall be entitled to request identification from any agent or employee of the Association or any cable television or other contractor prior to permitting them access to the Unit.

d. The Association reserves the right in the event that the failure or refusal to reasonably provide access to a unit results in damage, additional costs to the Association or damage to the Common Elements or any other Unit or any other expense, to assess the amount of the damage or injury to the Unit Owner.

e. In the event emergency entrance to a Unit is required where keys to the unit have not been provided to the Management Office for purposes of access, the Association reserves the right to hold the Unit Owner responsible for the cost of damage to any door or other portion of

the Unit, Common Elements or Limited Common Elements in order to secure entry, along with the cost of any additional damage incurred during the time delayed in gaining access to the unit.

11. **Smoke/Heat Detector.**

a. No Unit Owner or tenant shall remove or disable any smoke/heat detector installed in his unit as a part of the Association installed alarm system, required by the City of Chicago. In the event that the smoke or heat detector sounds an alarm, the resident should notify security as to whether there is an emergency or whether this was a false alarm. In either event, the resident should not tamper with the device but rather allow an Association employee to enter the unit to reset the device.

b. No Unit Owner shall attempt to relocate the smoke/heat detector Installed in their unit during remodeling without the written permission on an applicable Building Permit. These devices have special non-spliced data wires and relocation, if permitted, must be accomplished by the contractor as required by Marina Towers Condominium Association.

**III. CONSTRUCTION, MAINTENANCE, AND REMODELING.**

Please see Appendix A for full set of Construction, Maintenance and Remodeling Rules.

**IV. USE RESTRICTIONS**

**A. NOISE:**

1. **Noise Prohibition.**

No unit resident shall make or permit any unreasonable noises in the building by themselves and their family, friends, contractors, or do or permit anything to be done by such persons that will unreasonably interfere with the rights, comfort, or convenience of other Unit Owners and occupants of the building. Such unreasonable noises include but are not limited to noises from audio/visual devices or amplified devices and other sources in condominium units, on the balconies, on the sun decks (61<sup>st</sup> Floors), and elsewhere on the common elements. Exceptions are:

a. Association approved home improvement projects undertaken personally by the Unit Owner(s) that create excessive noise are allowed from 9am and 5pm on Monday through Friday, from 10am to 5pm on the weekends and not allowed on holidays.

b. Approved projects undertaken by contractors in Units that create excessive noise are allowed during the hours approved for that contractor's work and not allowed on holidays.

c. MTCA approved events or projects.

2. **Musical Instruments.**

No resident shall play any musical instrument, or permit same to be played within the premises between the hours of 10:00pm and the following 9:00am Monday through Friday and 10:00pm and the following 10:00am on weekends.



### 3. Noise Violations – Notice.

a. Where a Unit Owner or tenant receives notice of a first violation of the Noise Provisions of these Rules, the Manager shall apprise such person that the Rules provide that a second violation will result in the levying of a fine against the Unit Owner.

b. The Manager shall include in any such warning letter under this subsection a statement of the fines to be levied for future violations which shall be the responsibility of the owner.

c. When a second or subsequent complaint regarding Subsections II(K)(1)-(3) of these Rules is made against the Unit Owner, tenant or occupant within one year of a previous warning, Management shall have the authority to send out a notice of violation and fine to the owner if such complaint is supported by a witness or evidence. If more than one year has passed since the previous warning with no complaint having been made, for purposes of this subsection, the fine record shall be deemed to have been cleared.

## **B. PETS:**

First offense of any rule will result in an immediate fine and subsequent fine for each occurrence.

### 1. Pets – Limitations.

No animals whatsoever shall be raised, or otherwise kept, in any unit, except for household cats, Service Dogs, Assistance Animals, and small birds owned as household pets by a Unit Owner, tenant or occupant. Such pets and animals shall be kept in strict accordance with the Rules and Regulations relating to household pets, from time to time approved and adopted by the Board, and provided that such pets and animals shall not in the judgment of the Board constitute a nuisance.

### 2. Cats.

Owners of cats shall be responsible for confining the animals to their own living area. No residents shall permit a cat to roam in any portion of the hallways or other portions of the general common elements, or on shared balconies. In addition, cat owners shall be required to maintain their households and animals in such a manner that no animal odors emanate from the unit into any of the Association common elements. Pet owners who fail to adequately guard against animal odors may be subject to a fine. Further, cat owners shall be required to dispose of any used cat litter by first placing the used cat litter in a heavy duty trash bag, and then depositing the bag and its contents in the garbage chute. No used cat litter shall be deposited directly in garbage chutes without first bagging the used litter and sealing the bag tightly and securely.

### 3. Dogs.

No dogs shall be permitted upon the common elements or limited common elements, or within any unit. Notwithstanding this restriction, any one Unit Owner, tenant or occupant may keep and maintain a Service Dog or Assistance Animal subject to the following:

a. The Unit Owner, tenant or occupant shall first submit to the Association a written request for a reasonable accommodation to include the maintenance of a Service Dog or

Assistance Animal, providing the Association with Medical or other evidence, such as a letter from a licensed professional treating the resident's condition, that the Owner, tenant or occupant has a "disability" as defined by local, state, or federal statute, including:

- i. information as to the limitations the resident suffers from as a result of such disability;
- ii. Medical or other evidence, such as a letter from a licensed professional treating the individual's condition, that the Owner, tenant or occupant has a disability related need for the Service Dog or Assistance Animal.

b. Upon the Association's reasonable accommodation to include the maintenance of a Service Dog, the Unit Owner, tenant or occupant shall provide to the Association the following:

- i. the Service Dog's training certificate as a service dog (this requirement does not apply to emotional support dogs);
- ii. veterinary records evidencing that the Service Dog's or Assistance Animal's vaccinations and inoculations are current and that the Service Dog or Assistance Animal is otherwise healthy;
- iii. an affidavit executed by the Unit Owner, tenant or occupant attesting that the Service Dog or Assistance Animal has never, to the best knowledge, information and belief of the Unit Owner, tenant or occupant, bitten or otherwise attacked a person or other animal;
- iv. a form, to be provided by the Association, executed by the Unit Owner, tenant or occupant whereby the Unit Owner, or the tenant and the Unit Owner, or the occupant and the Unit Owner, agree to indemnify and hold the Association harmless for any bodily injuries and/or property damage caused by the Service Dog or Assistance Animal.

c. When in public areas, the Service Dog or Assistance Animal shall at all times be short-leashed within arm's length of owner and in the possession and control of the Unit Owner, tenant or occupant. Under no circumstance shall any Service Dog or Assistance Animal be leashed to a stationary element located in the Common Elements or located upon any easement granted in favor of the Association

#### 4. Reptiles.

No snakes, reptiles or other exotic or dangerous pets shall be kept on the property at any time.

#### 5. Pigeons and Other Wildlife.

Feeding or maintaining pigeons or any other wildlife on the property is strictly prohibited.

#### 6 Maintenance of Pets – No Offensive or Disruptive Noise, Odors or Fumes.

All household pets and service/assistance animals permitted by these Rules and Regulations shall be maintained in such a manner as to not cause offensive or disruptive noise, odors or fumes outside the unit, and shall not be permitted to urinate or defecate on or in any common element or limited common

element, to include but not be limited to balconies attached to any unit. Pet owners found in violation of these rules may be subject to a fine.

7. **Pets – Unit Owner Liability.**

Each owner of household pets, Service Dogs and Assistance Animals shall assume full responsibility for any injuries or property damage caused by the pet or its maintenance.

8. **Registration of Cats, Service Dogs and Assistance Animals.**

All Unit Owners, tenants or occupants who keep cats, Service Dogs or Assistance Animals in their unit(s), shall, on or before January 1 of each calendar year, submit to the Association the following:

- a. An animal registration form, to be supplied by the Association, identifying themselves by name and unit number, and identifying, by name, species and breed, any cat(s) or Service Dog, Assistance Animal raised or otherwise kept in the unit;
- b. A current photograph of any cat(s), Service Dog or Assistance Animal raised or otherwise kept in the unit.

**C. LAUNDRY ROOM:**

1. **Use – In Accordance with Posted Rules.**

Unit Owners, tenants, occupants or their employees shall use the laundry in accordance with the rules prescribed in the laundry room. All precautions should be taken to keep the laundry room as clean as possible for the mutual benefit of all users thereof.

2. **Theft of Clothing and Laundry Supplies.**

Any person found to have taken any clothing or laundry supplies belonging to any other owner, tenant or resident from the laundry room shall be fined and/or subject to criminal prosecution.

**D. UNITS AND EXTERIOR MODIFICATIONS:**

1. **Maintenance of Units.**

Each Unit Owner shall maintain his or her unit in good condition and in good order and repair, at his or her own expense, and shall not do or allow anything to be done in his or her unit which may endanger other residents, the building and common elements.

2. **Exterior Modifications.**

Except as otherwise provided in the Sections of these Rules and Regulations relating to balconies, in order to provide uniformity in appearance and to protect the health and safety of persons using the property, no Unit Owner shall:

- a. paint, decorate or adorn the outside of his or her unit or any portion of the common elements or limited common elements;

b. install outside his or her unit, on any portion of the common elements or limited common elements, any canopy, awning, outside radio, 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.

### 3. Satellite Dishes.

In order to keep the aesthetic appearance of Marina Towers Condominium Association in a good and orderly manner, the Board has adopted the following Rules and Regulations:

a. Any owner interested in installing a satellite dish should notify the Management Office to obtain instructions/permission before installation. Satellite dishes greater than one (1) meter in diameter are prohibited.

b. Satellite dishes may only be installed on portions of property within the owner's exclusive use or control. Any deviations must be approved by the Board of Directors prior to the installation of the satellite dish. No installation of TV Dishes may be attached to the railings or floor of the balcony, nor may they extend above the railing height.

## **E. TRASH, GARBAGE OR OTHER WASTE INCLUDING RECYCLING:**

### 1. Garbage Chutes.

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 the Rules and Regulations of the Association. Garbage shall be wrapped and disposed of in the garbage chute provided for this purpose. Garbage chutes are located on each floor for the disposal of trash only.

### 2. Large Item Disposal.

For disposal of large items including holiday trees call the Management Office for instructions.

### 3. Materials Disposal.

a. *Combustible*. No lit cigars, cigarettes, hot coals, matches or any other smoldering material shall be placed in the garbage chutes. Placing these materials in the chutes may cause smoke or fire damage and is a fineable offense.

b. *Construction Debris*. Construction debris should never be placed in the garbage chute. It should be taken down to the dumpster on the Marina Level or hauled away.

### 4. Recycling.

Recycling bins and instructions are available on the 20<sup>th</sup> floor of each tower.

If there are any questions about disposing of any materials, check with the Management Office. The above are the only areas designated areas to dispose of trash or recycling.

## **F. STORAGE OF PERSONAL PROPERTY:**

### 1. Storage Lockers – Assigned.

Each unit is entitled to one storage locker. Each locker should be identified by unit number. No Unit Owner, tenant or occupant shall use or store materials in any storage locker except:

- a) the storage locker assigned to his or her unit, or
- b) where the owner of the unit assigned the storage locker has provided written permission to the Management Office for another owner, tenant or occupant to use his or her locker. A Unit Owner that does not plan on using their storage locker, should inform the Management Office. All storage lockers must be locked, whether in use or not.

### 2. Personal Property – Storage Only in the Locker.

Articles of personal property belonging to any unit resident shall be stored or kept only in the storage locker specifically designated for the respective unit by the Board or by the Managing Agent. Property left outside the lockers will be considered abandoned and shall be disposed of by the Association without liability to the Association.

### 3. Storage of Combustible or Unsafe Material – Prohibited.

No combustible materials or other unsafe material may be stored in the common storage areas or in any storage locker. Any items stored in the common storage areas, in any storage locker or in any other portion of the building deemed to be unsafe by the Managing Agent shall be removed from the premises at the Unit Owner's expense.

### 4. Bicycles Kept in Storage Rooms – Registration Required.

All bicycles kept in the 20th floor storage rooms must be annually registered with the Management Office (e.g., owner's name and unit number) and be tagged. When a bicycle is first placed in the 20th floor storage rooms, it shall be initially registered. Thereafter the bicycle shall be reregistered annually. Any bicycle kept in the storage rooms that is not registered with the Management Office and which does not display a tag may be removed from the storage rooms and disposed of by the Association. If there is a lock or chain, the Association may remove the lock or chain. Where a bicycle is so removed and disposed of, the Association shall have no responsibility to reimburse the owner.

### 5. Bicycles – Storage in the Common Storage Area.

Bicycles stored in the storage rooms on the twentieth floor may only be stored one abreast and may not obstruct the aisles. Because of the configuration of the storage rooms on the floors other than the twentieth floor, bicycles may not be stored in the aisles of any storage room other than those located on the twentieth floor. Violators of this paragraph shall be subject to fine.

### 6. No Association Liability for Property Stored in the Common Storage Areas.

Under the terms of Section 9 of the Declaration, use of storage lockers and storage rooms is at the risk of the Unit Owner, tenant, or occupant. Unit Owners, tenants and occupants are required to carry homeowners or tenants insurance to protect their personal property located in the storage areas or storage lockers.

## **G. USE OF ASSOCIATION MEETING ROOM AND FITNESS ROOM:**

1. Refer to Association Rules and Regulations for the daily use of the East Tower 20<sup>th</sup> floor Association Meeting Room.
2. Any Unit Owner renting the East Tower 20th floor meeting room for a private party or function shall fully comply with the Association Rules and Regulations for use of the Meeting Room. Any sign advertising or promoting a private party or function to be held in the Meeting Room shall include language in conspicuously sized type providing that the party or function is not sponsored by or an official party function of Marina Towers Condominium Association. There shall also be a sign prepared by the Unit Owner on the entrance of the Meeting Room during the time of the party or function containing a similar disclaimer.
3. Refer to Association Rules and Regulations for the use of the West Tower 20<sup>th</sup> floor fitness room.

## **H. TEMPORARY PARKING ON PLAZA LEVEL:**

Unit owners and residents may park their vehicles for no longer than thirty minutes in the parking spaces on the Plaza Level designated for use by the Unit Owners when spaces are available. Vehicles should have their hazard lights flashing. Violators are subject to tow at their own expense.

## **I. GENERAL:**

### **1. Common Facilities – Use Subject to Rules and Regulations.**

Each resident shall have the nonexclusive use of the facilities provided for the common enjoyment of all residents, but subject to all rules as from time to time may be established by the Board.

### **2. Board Authority to Amend these Rules and Regulations.**

The Board reserves the right to amend, alter, cancel or interpret any of these rules, and to make such other Rules and Regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all occupants of the buildings.

### **3. Condominium Matters.**

All matters pertaining to the administration of the Condominium or the maintenance of the Association common elements should be communicated directly to the Management Office.

a. *Association Repairs to Units --Unit Owner Requests.* All requests to the Management Office for unit repairs must be placed by the Unit Owner except in the case of bonafide emergency repairs. These requests may be made in person, by telephone, in writing, or by email.

b. *Changes of Address or Other Information.* Changes of address or other information or requests should be provided directly to the Management Office. Unit Owners should not enclose such information or requests with the payment of the monthly assessment sent to the

Association's bank lock box as such information or requests are not passed on by the bank to the Management Office.

4. **Association Personnel.**

a. *Association Employees-Requests to Perform Services within the Scope of Employment.* Work performed by any Association employee within the scope of his or her employment for which there is a charge will be billed by the Association to the Unit Owner. At the time the work is done, no payments should be made directly to any service personnel.

b. *Association Employees-Requests to Perform Services outside the Scope of Employment.* If you request an Association employee to perform services outside the scope of his or her employment, the financial arrangements are up to you and the service person involved and must be performed outside the service person's regular working hours. Moreover, the Association shall not be liable for any damage caused or violations of any building, zoning, environmental or other laws or ordinances resulting from any work performed by any service personnel outside of his or her scope of employment with the Association. No employee shall perform any work outside of his or her scope of employment for a Unit Owner relating to electrical, plumbing or other potentially hazardous activities in any unit without first (i) supplying the Unit Owner with proof of liability insurance coverage for such work and signing an Association approved form that proof of insurance coverage was supplied to the Unit Owner, (ii) on the same Association approved form obtaining the Unit Owner's signature waiving any liability against the Association for such employee's work and (iii) depositing the form with both the Unit Owner's signature and the employee's signature with the Management Office.

c. *Interference with Guard(s) and other Association Employees(s).* When requested by an Association guard or other employee, no Unit Owner, occupant or other person shall refuse to show proper identification or a key or otherwise interfere with any Association guard or other employee acting in the scope of his or her employment.

5. **Damage Resulting from Failure to Maintain Unit.**

a. Every Unit Owner shall maintain his or her unit and all personal property therein in good condition and in good order and repair at the Unit Owner's sole expense.

b. Any damage caused to any other unit, the common elements or the limited common elements by the failure to maintain a unit or the personal property therein or by the misuse of any system, fixture, appliance or other personal property could be paid for by the Unit Owner causing same.

c. The obligations set forth in this section shall also apply to tenants and occupants.

6. **61st Floor Sundecks – Hours.**

Unless weather or other conditions require them to be closed, the 61st floor sundecks shall be kept open year-round. During this period, the sundecks shall be open from 6:00 a.m. until midnight.

7. Availability of Fobs or Key Cards.

a. *Fobs or Key Cards--Issuing to Unit Owners and Residents.* Initially, one set of security fobs or cards shall be issued for each unit. Upon sale of the unit, that set shall be surrendered to the Management Office. Replacement sets of security fobs or cards may be purchased from the Management Office at the prices from time to time established by the Board. Fob and Key Card audits will be conducted periodically to insure safety protocols are being followed. Key Fobs will be turned off once a lease is terminated or a unit is sold unless the new owner/renter has registered with the office.

b. *Keys--Owners, Tenants & Occupants Locked Out.* Any Unit Owner, tenant or occupant locked out of his or her unit, may request that the Management Office or security guard, if Management Office is closed, let them back into their unit. A maintenance work order shall be submitted for each such request. The first occurrence per 12 month period will not initiate a charge. The Manager shall have the authority to waive such charge under such circumstances as he or she deems appropriate.

c. *Keys--Issuing to Real Estate Brokers, Cleaning Personnel, Contractors and Delivery Persons.*

(i) Real estate brokers, cleaning personnel, contractors, and delivery persons shall be required to sign in and out in the Management Office for unit keys that have been provided by Unit Owners for their use.

(ii) This procedure requires the prior written authorization of the Unit Owner.

(iii) The Association provides keys to real estate brokers, cleaning personnel, contractors and delivery persons as a convenience for Unit Owners or other residents.

(iv) The Association assumes no liability for any consequences resulting from providing such keys under this subsection or obligation to police the return of such keys.

(v) All keys so provided must be returned promptly and no later than end of business day to the Management Office. Requests for keys on off hours and weekends will be subject to the cost of a work order.

8. Real Estate Open House Showings Restrictions.

In balancing the interests of Unit Owners desiring to publicly exhibit their unit for sale with the security concerns resulting from allowing non-residents onto residential floors without escort, open house showings may only be allowed where:

a. the Unit Owner has provided notification to the Management Office in writing at least seven (7) days in advance of the Open House; and

b. the Unit Owner and/or respective real estate agent provides a personal escort for all visitors both to and from the open house unit and the security area in each residential lobby.



Consistent with current security policy requiring registration of all non-residents prior to entry into the towers, all visitors to the Open House will be required to register at the security desk of each residential tower. Upon leaving the building at the end of the visit, the escort shall present the visitors at the security. Any damage to the common elements or limited common elements or any easements granted to the Association that are caused by any visitor to the open house shall be the sole responsibility of the Unit Owner and shall subject the Unit Owner to both a fine as well as the cost to repair any damage caused.

#### 9. Use of Association Name or Image.

Because of the architectural significance of our building, the Condominium Association holds a common law copyright on the use of the Association name and the building image. This means that under Federal and Illinois statutes such as the Illinois Uniform Deceptive Trade Practices Act, advertiser, movie makers and others cannot use the Association name in the course of their business, vocation or occupation without first obtaining express written permission from the Association. This applies to individual Unit Owners.

It also means that a Unit Owner may not publish a newsletter or other publication or operate a web site which, claims to be or which creates the impression that it is officially sponsored by Marina Towers Condominium Association. In addition, to avoid confusion, any newsletter, other publication or web site that has a name similar to "Marina Towers", "Marina Towers Condominium Association", or "Marina City" should contain a prominent disclaimer that the newsletter, publication or web site is not officially sponsored by Marina Towers Condominium Association or Marina City. Nothing in this paragraph is intended to involve any changes from current Federal and State law.

In case of any questions, the Unit Owner should consult with the Management Office.

## **V. VIOLATION OF THE RULES AND REGULATIONS**

### **A. INTERPRETATION OF THE RULES AND REGULATIONS:**

The following rules and instructions shall apply to the interpretation of these Rules and Regulations:

#### 1. Consistent with Declaration and By-Laws.

These Rules and Regulations shall be interpreted in such a way as to be consistent with the Declaration and By Laws.

#### 2. Subsequent and Continuing Violations.

a. Where these Rules and Regulations refer to a second, third or subsequent violation of a particular portion of the Rules and Regulations, an action occurring on a subsequent date or time to a prior violation shall be deemed a subsequent violation and the Association may treat these subsequent violation or violations with escalating fines.

3. **Delegation of Responsibility under these Rules – Not Permitted.**

a. A Unit Owner shall be responsible for the actions of any tenant, occupant or guest in his or her unit as well as for any damage to limited or common elements or Association property resulting from the condition of the unit, or any machinery, appliances, accessories, equipment or other items in the unit and may be fined and charged for the cost of damage.

b. No person may attempt to assign, delegate, transfer, surrender, or in any other way avoid any of the responsibilities, duties, or liabilities established by these Rules and Regulations or by the Declaration, By-laws or the Condominium Property Act.

4. **No Waiver of any Covenants, Restrictions, Conditions, Obligations, or Provisions Contained in these Rules and Regulations.**

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

**B. SUMMARY OF FINE SCHEDULE:**

Any violation of these Rules and Regulations subject the Unit Owner to a fine. A current fine schedule is available through the Management Office.

**C. TENANT EVICTION ACTIONS:**

1. **Statutory Authority to Evict Tenants.**

The Condominium Property Act and the Code of Civil Procedure authorize the Association to bring an eviction action directly against a tenant where:

a. The Unit Owner fails to provide a copy of the lease or related documents to the Association prior to the tenant's moving into the unit as required by Section II(C) of these Rules and Regulations or

b. The tenant(s) or owner(s) violate(s) any of the provisions of the Declaration, By-laws, or these Rules and Regulations.

2. **Ten Day Notice.**

a. Before bringing an Eviction Action for failure to provide a copy of the lease or related documents to the Association, the Association will serve a ten day demand on the tenant and provide a copy to the Unit Owner.

b. Before bringing an Eviction Action for violation of the Declaration, By-laws or these Rules and Regulations, the Association will serve a ten-day notice to quit and vacate on the tenant and provide a copy to the Unit Owner.

### 3. Tenant Eviction – Circumstance Where Appropriate.

The Association may bring an action for eviction against a tenant and the owner for any violations of the Association's governing documents by the tenant or the tenant's guests and invitees. The owner will be responsible for any attorneys' fees and costs incurred as a result of such action.

### 4. Eviction – No Requirement for Hearing.

Except for the Ten-Day Notices provided for in of these Rules and Regulations, the Association is not required to provide any other notice or the opportunity for a hearing before bringing an action for tenant eviction.

### 5. No Election of Remedies Required.

Nothing in these Rules and Regulations shall preclude the Association from seeking a fine and reimbursement for damages in addition to bringing an eviction action for any violation.

### 6. Association Costs and Attorneys' Fees for Tenant Eviction.

The Association shall seek as part of a tenant eviction action a judgment against the Unit Owner for all of its costs and attorney fees incurred in bringing the law suit. By bringing a tenant eviction action, the Association shall not be liable to either the owner or tenant for interference with any lease or contract.

## **D. RULES VIOLATIONS:**

To ensure that the Board of Directors follow the statutory requirements in enforcement and imposing fines, as provided for in Section 20 of the Declaration of Condominium Ownership for the Marina Towers Condominium Association, the following procedures shall be followed:

### 1. Violation – Complaints – Reporting to Management Office.

Report the alleged violation in writing to the Board of Directors through to the Management Office. Report violations that require immediate assistance to the security guards. Such report should include, if known, time, date, location and a list of any witness or witnesses and/or any documentary evidence of the alleged violation.

### 2. Violation – Complaints – Investigation by Management Office.

The Management Office will immediately investigate the complaint and if there are one or more corroborative witnesses or there is evidence of a violation, the Manager is authorized to notify the Unit Owner and any tenant or occupant charged with the violation of the Rules, in writing, of the alleged violation.

### 3. Violation – Notification to Unit Owner or Tenant.

When a violation of these Rules is believed to have occurred and a fine is considered for the violation, the Unit Owner and tenant, occupant or other person believed to have violated these Rules shall be notified within 14 days of the notification of alleged violation. Where a tenant, occupant or other person is notified of the alleged violation, the Unit Owner shall also be jointly notified.

#### 4. Contesting Alleged Violations of Rules.

Any owner charged with a violation where a fine is to be imposed may proceed as follows:

a. *Hearing Request, Time Limitation.* Within thirty (30) days after the Notice of Violation has been served, pursuant to the provisions herein, the owner served must submit in writing a request for a hearing concerning the violation.

b. *Hearing Procedure.* At any 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 violation and then from the Unit Owner. The Board shall then accept, reject, modify or return such recommendation for further consideration.

c. *Hearing Request – Waiver.* If no Request for a hearing is filed within thirty (30) days, the hearing will be considered waived, the allegation in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed and the amount levied considered a debt. The Unit Owner shall be notified by the Association of any such determination.

#### 5. Fines not Payable until Board Action.

If a Request for a Hearing is filed, payment of any fine made pursuant to the provisions contained herein shall not become due and owing nor be considered a debt until the Board has completed its determination. The Unit Owner charged with a violation of the Rules and Regulations shall be notified, in writing, of the Board's determination.

#### 6. Fine, Charge, or Association Legal Fees – Time Limitation for Payment.

A fine, charge or Association legal fees included as part of the Unit Owner's monthly statement, shall be due on the first of the month, the Unit Owner shall be deemed in default and a late charge may be assessed in the same manner as assessments. Failure to make the payment on time shall also subject the Unit Owner to all of the legal remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Unit Owner's account, shall become a lien against the unit and shall be collectible as a common expense in the same manner as a regular or special assessment of a unit.

#### 7. Remedies – not Deemed Exclusive.

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 By-laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

#### 8. Notice Requirements.

a. Notices provided for in the Condominium Property Act, Declaration, Bylaws or these Rules and Regulations shall be in writing and:

- i. Addressed to the Association or Board at 300 North State Street, Lower Level, Chicago, IL 60654 or at such other address as hereafter provided.

- ii. Addressed to any Unit Owner, at 300 North State Street, Chicago, IL 60654 or to such other address as hereafter provided or sent to the following email address [marinatowers@dkcondo.com](mailto:marinatowers@dkcondo.com).
- b. Notices are deemed served:
  - i. By personal delivery at the time of delivery; or
  - ii. By mail at the time of deposit in the United States mail, postage prepaid to the owner, subject to the Notice of Violation at the address previously furnished to the Association, and if no address has been previously furnished, to the unit. To be effective, service sent by mail to the last known address need not be received by the Unit Owner; or
  - iii. By mail or delivery as provided to an agent of the Unit Owner, when the Unit Owner has provided the Association in writing with authorization for an agent to receive notices under these Rules and Regulations; or
  - iv. By email as provided in these Rules.
- c. In addition, as a courtesy, but not a requirement of these Rules and to Regulations, the Manager or his or her designee shall attempt to deliver a copy to the unit.



# AMENDMENT TO RULES AND REGULATIONS PACKET DATED OCTOBER 2018

**Approved Amendment:** Create new section, HARASSMENT as follows:

While the Association fully recognizes First Amendment rights, certain conduct is not protected by the First Amendment. As such, no unit owner, resident, guest, invitee, building staff member, Board member, property manager, or Association contractor may be spoken to or otherwise treated in a verbally abusive, threatening, or defamatory manner, or in a manner that creates a hostile work environment, treated in a physically abusive manner, or subjected to sexual harassment. The Association and the Board have a zero-tolerance policy with respect to such actions or language, and any violation of this rule shall subject the violator to the imposition of fines and/ or other legal action as determined in the sole discretion of the Board.

**Notes:**

This amendment was proposed by the Board of Directors as a direct result of recent incidents of harassment against individuals on the Association's property. The proposed rule was reviewed by the Associations' legal counsel and Unit Owners in a special meeting on April 20, 2023.

**Amendment Approved in the Board Meeting held on April 20, 2023**

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