

# **Rules & Regulations**

Version Dated July 2007

## **Bank Note Place Condominium Association**

120 East Cullerton Street  
Chicago, Illinois 60616

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## **§1: Introduction**

The Rules and Regulations set out in this document seek to preserve the value of our properties, facilitate harmonious relations among the residents of Bank Note Place (which includes the Bank Note Building, the Courtyard Building, Engravers Lofts, and the Courtyard), and protect everyone who enters these buildings and grounds. By virtue of choosing to live in a condominium, each Owner and Resident has given up a degree of individual freedom for the benefit of all other Owners and Residents. These rules seek to spell out the compromises we each accept as part of our shared life and mutual well-being at Bank Note Place & Engravers Lofts.

These rules apply equally to all Owners and Residents and are binding on all. They should be implemented and supplemented with common sense and common courtesy.

The affairs of Bank Note Place are managed by its Board of Directors subject to the Association's documents. These documents authorize the board to promulgate rules governing the use of units and of condominium property. Subject to the provisions of applicable law, the Declaration and the By-Laws, the Board of Directors may, from time to time, amend these Rules and Regulations. All the covenants and restrictions as to use and occupancy contained in the Declaration of Condominium Ownership and the By-Laws are incorporated as part of these Rules and Regulations. To the extent that the provisions of applicable law, the Declaration, the By-laws or these Rules and Regulations are in conflict, applicable law shall first control, followed by the Declaration, the By-Laws and these Rules, in that order.

It is a fundamental policy of the Board of Directors of the Association that these Rules and Regulations shall be enforced both fairly and reasonably. The Board also recognizes that rigid and punitive enforcement of these Rules and Regulations is neither fair, reasonable, nor in the best interests of the Association. As a result, the Board intends to use its discretion, exercised with common sense, in enforcing these Rules and Regulations. On the other hand, it is also a firm and unalterable policy of the Board that any given portion of the Rules and Regulations shall be applied equally to all Unit Owners.

## **§2: Common Elements**

1. Without first securing written approval of the Board, storage in or obstruction of the Common Elements is prohibited.
2. Littering is prohibited.
3. Holiday decorations may be placed on owners' doors one month prior to the start of the holiday and must be removed no later than one month after the completion of the holiday. The decorations may not obstruct the hallways.
4. The corridors, including the alcoves adjacent to the entrance doors to each Unit, shall not be used for storage except as noted herein and shall not contain plants, decorations, furniture, rugs or anything else whatsoever.
5. No alterations of any kind whatsoever shall be made to the exterior of the buildings or the Common Elements, including, without limitation, balconies, railings, walls, windows and exterior doors. Specifically, without limitation, signs, awnings, canopies and shutters shall not be installed thereon.

6. Workers employed by the Residents shall not use the Common Elements (other than for simple entrance and exit) to perform any work whatsoever except as permitted by the Managing Agent, under authorization of the Board. Nothing is to be stored by workers or Residents in the Common Elements.
7. Any portion of the Common Elements which is damaged by the conduct of a Resident, his invitees or contractors, will be repaired by the Association and specifically billed to the Unit Owner, or, at the option of the Board, repaired by the Unit Owner at the Unit Owner's sole cost and expense.
8. Use of the roof is prohibited, Limited Common Elements excepted (which refers specifically to deeded deck or terrace space).
9. The Valet Cart is to be used only by Residents for their personal use and not by workers, delivery personnel or others, and is to be returned to its designated location in the garage level immediately after use. (This applies only when and if the building has a Valet Cart.)
10. No portion of the Common Elements shall be used for posting information or announcements, except on the bulletin board(s) provided for that purpose. At the direction of the Board, information may be posted on the mail counter, stairwell doors, or elevator. Postings should be dated and removed within one month.
11. Interior window treatments shall be a single neutral color (e.g., white, off-white, beige, tan, and such), so as not to impair the harmonious appearance of the exterior of the building.
12. Smoking is prohibited in all indoor Common Elements.
13. Smoking in outdoor Common Elements is not prohibited, but courtesy is expected. Cigarette butts will be considered litter and will be fined as such.
14. The Resident responsible for any fines assessed by any government inspectors for violations occurring in the Common Elements will be responsible for reimbursing the Association.
15. Children may play in common areas under the supervision of a parent or guardian. Parents and guardians are responsible for the supervision and actions of their children, which includes financial responsibilities for any harm or damage caused by their children to themselves, others, and/or property. Children are not permitted to play in garage, trash/ storage rooms, on stairwells or in areas where other hazards may prevail. Storage of toys, bicycles (not including bike room/racks), and strollers is not permitted in common areas.

### **§3: Balconies**

1. Balconies and balcony railings shall be kept clean, orderly and free from clutter; they may not be enclosed or the appearance altered in any way, except that Residents may keep flower boxes on the inside perimeter of the balconies. All protective covering for furniture or other equipment kept on balconies shall be of a neutral color and securely affixed.
2. Balconies shall contain only patio furniture, grills, plants and similar items. Balconies are not to be used as storage spaces, including storage of items such as bicycles and storage containers.

3. Clothing, towels, sheets, blankets, laundry and similar objects shall not be hung out or exposed on balconies or windows. (This regulation is not a prohibition on displaying state or national flags.) Residents may apply to the Board for exceptions.
4. Nothing may be placed on a balcony that can impede another Unit's view or light.
5. Do not sweep, throw or shake dirt and dust from any balcony. (Please use a dust pan or vacuum when cleaning balcony.)
6. Moving items over balconies is prohibited. Residents may apply to the Board for exceptions in cases of renovation.
7. Anything placed on a balcony must not be capable of being blown off and should be affixed or attached securely as appropriate.
8. Balconies may be decorated for holidays. Decorations may not endanger or block the view of other Residents or Units in any way; they may be displayed one month before and one month after the holiday in question.
9. If owners allow pets access to balconies, pets must not create any nuisances, particularly by going to the bathroom or making noise. If pets defecate on patios, the excrement must be removed promptly. (Overnight is not prompt.)
10. Only electric and gas grills may be used on a balcony. Charcoal grills are not permitted. All grills must be used with the provisions that:
  - a) A responsible adult is in attendance while the grill is generating heat.
  - b) Fuel containers cannot be stored inside any Unit or Common Area.
  - c) It is expected that anyone using a grill has a usable fire extinguisher readily available.
  - d) Grills must be kept clean and any spills on any part of the balcony must be cleaned promptly.
11. Owners are responsible for their actions and conduct, those of their children, and that of their guests while using their balconies. Musical devices and various noises should not disturb other residents. The board reserves the right to determine what constitutes disorderly conduct, excessive noise, or interference with the rights, comforts or convenience of other residents.

#### **§4: Satellite Dishes and Reception Equipment**

The Association, wishing to ensure the safety of all who attend these premises and protect the design integrity of the building, prohibits the installation of satellite dishes and reception equipment on the exterior of any building. Any such equipment installed inside Units must not degrade the appearance of any building.

#### **§5: Parking Garage**

1. Only automobiles, vans, motorcycles, mopeds, sport utility vehicles, and light trucks may be parked in the garage. No larger vehicles are permitted.

2. No vehicle taller than six feet five inches may enter the garage. Any damage from a vehicle exceeding that limit is the responsibility of the driver and Unit Owner.
3. Owners may also store bicycles in the garage space provided that they are stored in an orderly manner and do not impede an Owner's ability to park his or her car. No other items may be stored in an Owner's garage space.
4. No vehicles shall be parked in such a manner as to impede ready access to other parking spaces, or as to block passageways. Vehicles may not protrude from parking spaces more than ten inches.
5. When loading or unloading, a vehicle must not be unattended if it is blocking the flow of traffic in the garage.
6. No vehicle shall be parked in a space unless the driver is authorized, as owner or lessee of the space, or by having permission of the owner or lessee thereof. Owners or their Renters should display the parking pass issued to them for their space to help avoid any questions regarding rightful access to / use of a given space.
7. Major repairs or major maintenance of vehicles shall not be performed in the garage. In the event that emergency repairs are required, Residents must clean up the area and properly dispose of all materials used immediately after the repairs are completed.
8. Any mess made in the garage is the responsibility of the one who made it to clean up. If the Association has to pay for cleaning, the cost will be assessed back to the Owner responsible.
9. The Owner of each garage space shall keep it free and clean of all rubbish and debris.
10. Personal property may not be chained to columns, pipes or other mechanical devices or appliances. Members with special needs to secure items may propose alternative solutions to the Board, which will approve or decline.
11. Garages are for parking operative vehicles and may not be used solely as storage space for miscellaneous items. For safety purposes, storage of toxic, poisonous, carcinogenic, flammable, and/or explosive substances is strictly prohibited.
12. Except as specifically permitted in these Rules and Regulations, garages shall not be used for storage.
13. Washing of cars is prohibited in garages.
14. Vehicle engines shall not be left idling in the garage.
15. Regarding the rental of parking spaces, see the Declarations Section III. 3. 1. c.: "Leasing or sale of a parking space unit shall not be permitted unless to another Unit Owner and with the consent of a majority of the Unit Owners, said consent to be in writing and submitted to the Board of Managers along with a copy of the lease or sales contract. If leased, the consent and lease shall be kept on file with the Board of Managers at all times. No lease shall have a term greater than one (1) year; however,

leases may be renewed provided that the provisions of the subparagraph (d) are adhered to for each renewal term” (p. 8).

16. Owners and guests are not permitted to park in any parking space assigned to another Owner without the permission of that Owner.

17. The Board has the power to tow unauthorized or abandoned vehicles and fine the responsible Unit Owner.

## **§6: Bicycle Room/ Racks**

1. Only Residents may store bikes in the Bicycle Room and/or Racks. If demand exceeds supply of spaces, Owners will receive priority over Renters. If demand exceeds supply, Owners will be limited to one space. The decision of the Board in allocating spaces for bicycles shall be final.

2. Storage spaces in the Bicycle Room/Racks are not deeded, but will be assigned by the Association.

3. Care in the removal and storage of bicycles will be taken to avoid damage to other bicycles. The Association bears no responsibility for any damage to or theft of bicycles stored in the Bicycle Room and/or Racks.

4. Do not lock bicycles on trees, stairway handrails, or store in other common areas. Owners and their guests will be financially responsible for any harm, injury, or damage caused by improper bicycle storage or riding.

## **§7: General Courtyard Use**

1. General Courtyard Use rules apply to everyone, including small groups, in the courtyard at any time. The courtyard is a shared space for all unit owners, unless a private function is held.

2. Small groups (less than 20 people) can use the courtyard during the following hours:

- Sunday – Thursday 9:00 a.m. to 10:00 p.m.
- Friday – Saturday 9:00 a.m. to midnight

3. Loud screaming and profanity is strictly prohibited at any hour. This will be strictly enforced, as there are many tenants with children.

4. Loud music is prohibited at any hour (unless originating from a band hired for a private function).

5. Owners must remove all trash and return all courtyard furniture to their proper positions after all gatherings. Cleaning up the following morning is not acceptable.

6. The communal gas grill must be cleaned immediately after use.

7. Adults, children, and pets are not allowed to climb through the planting boxes.

8. All City of Chicago ordinances apply.

## **§8: Private Courtyard Use**

1. Private Courtyard Use applies to those reserving the entire courtyard for private functions for 20 to 100 people.
2. All General Courtyard Use rules previously stated must be obeyed.
3. Functions must be reserved through the Management with a \$100 security deposit at least two weeks in advance.
4. Proper notification must be posted (start/end times and date) 1 week in advance on the bulletin boards in all buildings.
6. The host must be present at all times and is responsible for all costs due to damage, including failure to clean up.
8. Only one private function can be reserved at a time.
9. Failure to obey the following rules may result in one or multiple \$100 fee(s). The Board also reserves the right to stop a function if the host fails to comply with any rules.

## **§9: Trash**

1. Nothing should be put down the garbage chute that might get stuck.
2. Measures must be taken to ensure that any cardboard container put down the garbage chute will not clog it. A backed up chute is a nuisance and a fire hazard. All boxes should be broken down. In addition, cardboard (including pizza boxes) may need to be folded and placed inside something to make sure it remains compact for the trip down the chute to the dumpster.
3. Large items may be taken down to the garage and placed in the trash room, or placed next to the dumpster. (The key to the trash room is the same as the building's entrances.)
4. Place garbage in closed containers (e.g., a trash bag). This will keep the chute and dumpster cleaner, prevent loose debris from escaping the dumpster, and cut down on odors. Do not dump loose refuse down the chute.
5. Use of the trash chute for hazardous materials, including but not limited to paint, thinner, bleach, motor oil, is prohibited.
6. Residents are responsible for arranging for removal of large items, e.g., Christmas trees, old furniture.
7. To minimize noise at night, use of the trash chute is prohibited between 11:00 p.m. and 7:00 a.m. Out of consideration for those whose units abut the trash chute, avoiding use of the trash chute after 9:00 p.m. and before 8:00 a.m. is kind.

## **§10: Security**

1. Vestibule doors to the main building must be locked at all times. Do not prop any door open unless you are in the immediate vicinity and watching the door. Do not admit strangers into the building. Instruct strangers, service and delivery personnel to use the Inter-phone. Residents are advised to keep the doors to their Units locked.
2. Please monitor the garage door as you use it to ensure no unauthorized persons use it as you come and go.
3. Doors between the garage and elevators should remain closed and locked. Prop them open for loading and unloading only when you are in the vicinity and able to monitor them. If you find them propped open and unattended, please close them.
4. Only the following persons are allowed to have and use keys to the building:
  - a) Owners and their immediate families
  - b) Renters occupying a Unit under a properly executed lease that has been previously submitted to the Board
  - c) The Association's Managing Agent
  - d) Persons employed to provide health care, child care, pet, and/or cleaning services. Keys must be returned to the Owner when employment is terminated. The actions of all such employed persons are the responsibility of the Unit Owner in question, and any damages, injuries or other liabilities created by such persons become the responsibility of the applicable Unit Owner. The Board suggests that Unit Owners employ people who are bonded.
5. No Owner shall give a key to anyone else not entitled to use of a key.
6. The Owner is responsible to the Association and to all other Unit Owners for any loss or damage caused by the misuse of a key to the buildings by any person who received it from the Owner or at the Owner's direction.
7. All Unit Owners shall provide the Managing Agent with an emergency phone number for local access to a key to the Unit.

Note: The Managing Agent does not have keys to individual Units.

## **§11: Construction and Do-It-Yourself Work in Units**

1. As stated in the Definitions, construction is any work that has an impact on the well-being of the building (e.g., the soundness of its structure, the condition of its Common Elements, the safety of its Residents). For example, electrical work is construction; interior painting is not. Owners may perform "do-it-yourself" work, but where the outcome affects the health of the building or its Residents, only competent and qualified individuals may perform the work.
2. It is the Owner's responsibility to engage competent contractors and tradesmen/women who are appropriately licensed, bonded, and insured. The Condominium Association will not be responsible for any damage caused anywhere by a contractor engaged by an Owner to perform work in the Owner's Unit.

3. Prior to the start of any construction within any Unit, the Owner must submit the following documents to the Managing Agent:
  - Architectural blueprints, drawings, plans, pictures, or specifications that present a clear and complete picture of the work to be undertaken and the expected end result.
  - Copies of all permits, if any, issued by the City of Chicago to each contractor hired by the Owner or the contractor to perform construction, remodeling, electrical, or plumbing work in the Unit.
  - Proof that each contractor and tradesman/woman hired by the Owner or the Owner's contractor to perform construction, electrical or plumbing work in the Unit is properly insured, licensed, and bonded as appropriate.
4. At least seven (7) business days before commencing any work in a Unit all contractors or tradesmen/women shall advise the Management Agent of the scope of the work and discuss plans to avoid damage to Association property and other Units.
5. If an Owner or Resident gives keys to contractors or tradesmen/women, the Owner or Resident assumes responsibility for any consequences of said distribution of keys. The Owner shares responsibility with Residents.
6. Contractors, tradesmen and delivery persons are not allowed to use the valet carts (if and when the Association owns such carts).
7. If any planned work will cause Residents of other Units to adjust their routines (e.g., the shutting off of water), consultation with the Board will be necessary to formulate plans sufficient to mitigate disruption to other Residents.
8. At least seven (7) days before commencing any work in a Unit, Owners will provide all adjoining Units (above, below, and beside) with notice of the work to be done, including approximate start and completion dates, a brief description of the work, and emergency contacts.
9. Construction may only be performed between the hours of 7:30 a.m. to 5:00 p.m., Monday through Saturday.
10. Emergency intervention work is exempt from the preceding stipulations in this section.
11. Any work that compromises the integrity of required fire rated walls, including but not limited to, stairways, elevator shafts, demising wall between Units, columns, and corridors, is prohibited.
12. Any work that affects load bearing walls is prohibited.
13. The Owner is responsible to keep Common Areas clean during work on the Owner's Unit. Common Areas must be straightened and cleaned up daily. If the Association has to hire a cleaning service as a result of work done in a Unit, the cost will be charged to the Owner. It is recommended that the Owner hang a protective sheet in Unit's hallway to minimize the intrusion of dust into the Common Area hallway, and place protective coverings on hallway floors.
14. Deliveries of materials for work in Units should be made through the garage if at all possible. Any delivery requiring use of a window or balcony requires Board approval.

15. No supplies needed for the repairs or renovations in a Unit may be stored in any of the Common Areas at any time.
16. No construction debris may be put down the trash chute, nor may the building's dumpsters be used. Special provision must be made for the debris's removal.
17. Nothing in these rules diminishes the Owner's responsibility for maintenance and repair as set out in the Condominium Documents nor does the Association assume liability to any Owner as a result of the enforcement or non-enforcement of these rules. In keeping with other sections of these Regulations, the Owner is responsible for all damage done to, and additional housekeeping required in the Common Areas, as a result of work performed at the Owner's initiative in or to the Owner's Unit.

## **§12: Noise**

Residents will respect others by keeping noisy disturbances to a minimum.

1. Stereos, TVs, musical instruments and other sound equipment should not be played at levels that disturb others. If asked to play them more quietly, please comply. Please avoid placing speakers for sound systems directly on the floor or attaching them to the ceiling, so as to minimize the transmission of sound to other Units.
2. Please do not shout in the hallways or stairwells.
3. Normal conversation levels have not been found to transmit from one Unit to another. Excessively loud voices can however, and repeated incidents are subject to complaint and fines.
4. Unit Owners or Renters shall not host more than three parties which generate perceptible noise for other Unit Owners in any three month period.
5. Use of the trash chute is prohibited from 11:00 p.m. to 7:00 a.m., as stated above (§7.7)
6. Residents should not have to listen to frequent or persistent pet noises.

## **§13: Pets**

From the Declarations XVI. 7.: "No animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units subject to rules and regulations adopted by the Board of Managers, provided that they are not kept, bred or maintained for any commercial purpose, and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board of Managers" (p. 35).

That being said, it should be made clear that this development is pet friendly. The following guidelines seek to impose courtesy on the part of pet owners towards other Residents. We want our pets, but not a barn.

1. It is expected that all pets will be properly fed, watered, cleaned, attended to, and cleaned up after. In addition, they will be given the necessary and customary medical care, socialization, and training.

2. If a pet goes to the bathroom on the Property, the Resident shall clean up the pet's discharge immediately. Pets are not allowed to defecate or urinate in any of the Common Elements, including the Courtyard, the hallways and the garage.
3. Pets shall be leashed at all times while on the Common Elements and never left unattended.
4. Pets are allowed in the Courtyard only when in transit from one building to the next. It is not a place for pets to play or exercise.
5. Pets shall not be brought onto occupied elevators unless permission is given by those within.
6. If owners allow pets access to balconies, pets must not create any nuisances, particularly by going to the bathroom or making noise. If pets defecate on patios, the excrement must be removed promptly (as stated in §3.9).
7. Each Unit may have no more than three pets.
8. A pet may not exceed 150 lbs. Owners may be asked to provide proof (ex: a note from a vet) that a pet has not exceeded this limit.
9. Residents may not keep pets which threaten or intimidate other Residents.
10. If anyone wishes to have a pet other than a domesticated dog, domesticated cat, bird, turtle, fish, or guinea pig, they must obtain the written approval of the Board to do so after posting their intention in the Building so that other residents are aware.
11. Animals with musk glands are prohibited.
12. Owners will take measures to prevent parasites and pests.
13. Pet odors may not intrude into the Common Elements or other Units. If the Board determines that this provision is being violated, and the Resident does not remedy the situation, the Board may have the odors removed professionally and bill the cost to the Unit Owner.
14. Residents should not have to listen to frequent or persistent pet noises.
15. If the Board determines any pet to be responsible for any infestation, the Unit Owner will be assessed the cost for resolving said infestation, and upon any recurrence of such problem, the Board may require the Unit Owner to remove said pet permanently.
16. If the Association incurs any expenses (above the ordinary) for cleaning or maintenance due to any pet, the costs will be assessed to the Unit Owner of the pet responsible.

#### **§14: Signs**

From the Declarations XVI. 12: "No 'For Sale' or 'For Rent' signs, advertising or other displays shall be maintained or permitted on any part of the Property, except at such location and in such form as shall be determined by the Board of Managers" (p. 36).

So as to respect the overall attractiveness of the building, Residents are asked to use discretion and modesty where size, design, and content are concerned. Signs may not be posted without prior Board approval.

1. All signage will conform to all local regulations.
2. No advertisements will be displayed; this includes “for sale” and “for rent” signs.
3. A limit will be placed on the period of time anything is displayed.
4. Renters may not display signs.

### **§15: Business Operations**

1. From the Declarations XVI.1: “No part of the Property shall be used for other than housing and related common purposes for which the property was designed.”
2. From the Declarations XVI. 11: “No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational, or otherwise, and whether designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted in any Unit ...” (p. 36).
3. From the Declarations XVI. 14: These restrictions “shall not be construed in such a manner as to prohibit a Unit Owner from: (a) maintaining his professional library therein, (b) keeping his personal business or professional records nor accounts in his Unit, or (c) handling his personal, business or professional telephone calls or correspondence therefrom” (p. 36).
4. To the previous point (§13.3), these Rules and Regulations add a further specific exception: (d) telecommuting.
5. The goal of these restrictions is to minimize traffic and noise within the building and the shipping, receiving and storage of commercial goods.

### **§16: Sales of Condominium Units**

1. Owners are responsible to hand over to new owners Declarations/By-laws, keys, transmitter(s) to garage and a copy of these Rules and Regulations.
2. Owners should inform Buyer that they will be required to meet with the Managing Agent prior to move-in. (This is a normal practice. It facilitates the coordination of a Buyer’s move-in.)
3. Owners must notify the Board of their intent to sell, pursuant to the Declaration and By-Laws of the Association.
4. Unit Owners may not permit real estate agents to use a lock box.

## **§17: Moving**

1. For each move-in and move-out a deposit of \$500.00 shall be paid to the Association or its Managing Agent at least one week prior to the move, to cover the cost of damage to the Common Elements resulting from said move. Any damage to the Common Elements will be deducted from this amount and the balance will be returned to the party moving in/out. A forwarding address must be given for move-outs. Any repairs in excess of the deposit will be charged to the party moving in/out. In the case of moving in, such costs will be charged to the unit's assessment.
2. The Managing Agent shall be notified at least two (2) weeks prior to the date of move-in or move-out. (The Managing Agent coordinates access and scheduling, as well as the placing of protective covers in the elevator, when these are available.)
3. Move-ins or move-outs are only permitted between the hours of 8:00 a.m. and 8:00 p.m. If the move-out is not completed by 8:00 p.m., a charge of \$50.00 per hour will be deducted from the moving fee deposit of \$500.00.
4. The Owner or a responsible representative of the Unit must be present during all move-ins or move-outs. The Owner is responsible for all persons involved with the move.
5. If a move requires use of the doors at 120 East Cullerton, the Owner must arrange for a person to be at the doors full-time to monitor them constantly and deny entrance to anyone who is not associated with the move and/or lacks a key.
6. If exclusive use of the elevator will be needed for moving, notice must be posted seven (7) days prior to the move by the mailboxes and in the elevator.
7. The loading dock may be used during moving. Vehicles accessing the loading dock must enter through the secondary loading dock garage door and park immediately in front of the dock. Access to the parking garage and/or alley must not be impeded by vehicles accessing loading dock. Once the move is complete, all materials must be removed from the loading dock area. Failure to remove materials shall be the responsibility of the Owner. Management reserves the right to remove any material not claimed and charge the expense to the Owner.
8. All new Owners must meet with the Board or their designee(s) for a pre-occupancy meeting. Additionally, all new renters and their Owners shall meet with the Board prior to the executing of the lease. The meeting will be to discuss the rules and regulations of the Association as well as a brief orientation of building procedures. If the new Owner(s) fail to participate in a pre-occupancy meeting with the Board or their designee(s), or do not participate in a meeting within a reasonable time after taking possession of the property, a fine may be assessed against the Owner(s).

## **§18: Leasing & Renting**

As stated in the Declarations IX (b): "Each lease of any one or more Units shall be in writing and a copy of every such lease, as and when executed, shall be furnished to the Board of Managers. The lessee under every such lease shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board of

Managers or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations.”

To ensure that as many Residents as possible have vested interest in the care and quality of the buildings and to limit turn-over in our community membership, the following stipulations are added to those just quoted from the Declarations:

1. Owners intending to lease a Unit must give written notice to the Managing Agent and the Board of this intent no less than one (1) month prior to the signing of the lease and the move-in.
2. All leases must be for a period of at least one (1) year.
3. 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.
4. Owners are responsible to provide Renters with copies of these Rules and Regulations. Additionally, please refer to Rule 8 in Section 17 above regarding required participation in a pre-occupancy meeting.
5. All Owners who do not reside in the Units owned by them shall provide the address and phone number of their permanent residences to all members of the Board and the Managing Agent. Phone numbers where they may be reached in an emergency must also be provided. Any expenses of the Board incurred in locating an Owner who fails to provide this information shall be assessed to that Owner. An Owner who fails to provide this information will assume liability for any information they fail to receive.
6. The Association shall be given both a signed copy of and Rider to every lease of any Unit on the property prior to the occupancy date on the lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the responsible Owner.
7. In the event Renters refuse to pay fines for violations, Owners will bear ultimate responsibility for the payment of any fines incurred by Renters who violate these Rules and Regulations.
8. 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 under any powers granted to the Board by the Illinois Condominium Property Act, as amended, any other applicable law, statute or ordinance, the Declaration, or the By-Laws.

### **§19: Delinquent Assessments**

1. All assessments or other lawful charges of the Association are due and payable on the first (1st) day of each month. A payment not received in the Management office or recorded by the bank by the fifteenth (15th) day of the month shall be considered late and shall be subject to a late charge of \$25.00 per month or part thereof that the payment remains delinquent. Late charges shall accrue on all monthly assessments unpaid on the fifteenth (15th) of the month following the adoption of this rule and shall be calculated from the original due date until payment. Any fees incurred by the Association in collecting the monthly dues or late fees shall be paid by the Unit Owner responsible.

2. Payments, no matter how designated by the Unit Owner, will be applied to the oldest outstanding assessments and/or changes.

## **§20: Storage Closets**

1. Pets and other live animals may not be kept in storage closets.
2. Items that are conducive to infestation may not be kept in storage closets, including but not limited to mattresses, newspapers, and food.
3. Inflammable materials may not be placed in storage closets. [Pedantic note: inflammable means items that can catch fire easily, including but not limited to oily rags or paints.]

## **§21: Miscellaneous Rules**

1. From the Declarations XVI. 3.: Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building or on the contents thereof ... No Unit Owner shall overload the electric wiring in the Building, operate any machines, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board of Managers, 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 of Managers.
2. From the Declarations XVI. 8.: "No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants."
3. No antennae of any kind whatsoever shall be attached or mounted to any portion of the Common Elements without Board approval.
4. Bicycles shall not be left in any location that will be unsafe or inconvenient to persons or property.
5. Elevators shall not be unnecessarily held or otherwise interfered with. Children shall not be permitted to play or loiter in elevators. The alarm and telephone in the elevators are for emergency use only.
6. Only natural gas may be burned in fireplaces.
7. Residents shall not create a nuisance on, in or about the Property so as to disturb other residents.
8. Any Unit whose plumbing or electrical system causes damage and a monetary loss to another Unit Owner shall reimburse said Unit Owner for all cost not covered by insurance.
9. Effective January 1, 2008, the owner of every unit must obtain and maintain an insurance policy providing a minimum of Three Hundred Thousand Dollars (\$300,000) of insurance coverage for damage to other units in the building. Every unit owner's insurance policy must provide at least \$300,000 of coverage for (1) personal liability and compensatory damages resulting from property damage caused to another unit that originates in the insured's unit, and (2) damage to another unit caused by the negligence of the insured or his/her guests, residents or invitees, all as specified in

Section 12(h) of the Illinois Condominium Property Act. In order to monitor compliance with the requirements of this Rule, every unit owner must provide the Association's management company with a certificate of insurance confirming the existence of required insurance coverage between January 1st and January 31st of every year, beginning in January of 2008. If an Owner fails to provide evidence of required insurance coverage within the timeframe stated, (i) a fine may be assessed against the delinquent Owner(s) or (ii) the Board may purchase the insurance coverage and charge the premium cost back to the unit owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

## **§22: Enforcement of Rules and Regulations**

### **1. Complaint**

- a) Any complaint that alleges a violation of the Declarations, By-Laws or Rules and Regulations shall be 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:
- The name, address and phone number of the complaining witness.
  - The name and Unit number where the person or resident complained of resides.
  - The specific details or description of the violation, including the date, time and location where the violation occurred.
  - A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings which may be necessary.
  - The signature and address of the complaining witness and the date on which the complaint is made.
- b) The complaint should be delivered to the Managing Agent.

The Association recommends that photographs or tape recordings be made, if possible, to illustrate the nature of the violation. Any such material should be sent with the Witness Statement or forwarded as soon as possible to the Managing Agent. The name of the person who took the photograph or made the tape and the date on which it was taken or made should be included.

### **2. Notice**

- a) When a complaint is made pursuant to the above, the Unit Owner shall be notified of the alleged violation by the Association or its duly authorized agent. The notification shall be made in a manner prescribed by the Board in a form similar to that which is attached hereto as Exhibit B (hereafter "Notice of Violation").
- b) In the event the alleged violation is not the first violation by the Unit Owner and it is determined that they are in fact in violation, or in the event the violation is such that serious, immediate or irreparable harm may occur by delay, the Board may elect to forward the matter to the Association's attorney for the appropriate action. All legal expenses and costs incurred will be assessed against the Unit Owner.
- c) 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 Declarations, By-Laws or Rules and Regulations of the Association.

### **3. Hearings**

- a) The Notice of Violation shall include a hearing date at which time the Owner accused of the violation may address the Board.
- b) Should the Owner fail to attend the hearing, the hearing will proceed in the Owner's absence and the Board will make the appropriate determination after reviewing the evidence. As such, if an accused

Owner is unable to appear at the scheduled hearing date, but would like to contest the violation, the Owner should contact the Board, in writing, immediately (within 7 days) for another date. Only one extension will be given.

- c) At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons claiming to have direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his/her behalf. The alleged violator shall be entitled to be represented by counsel, who may question the witnesses. Following the hearing and due consideration, the Board shall issue its determination regarding the alleged violation.
- d) 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.

#### 4. Findings — Assessments

- a) If a Unit Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declarations, By-Laws or Rules and Regulations of the Association, the following shall occur:
- If found to be guilty of a first violation, the Unit Owner shall be notified of the finding by the Association or its duly authorized agent that the first violation has occurred. The first violation shall be considered a warning that, if any further violations occur, a liquidated amount for the costs and expenses of the enforcement process shall be imposed. No costs or expenses shall be imposed on a first violation, except that any legal expenses incurred by the Association and the cost of any damage repaired at Association expense may be imposed.
  - If found to be guilty of a second or continuing violation, the Unit Owner shall be notified of the finding by the Association or its duly authorized agent. The Unit Owner shall also be assessed a liquidated amount for the costs and expenses of the enforcement process. The Board has determined that the sum of one hundred dollars (\$100.00) is a reasonable liquidated amount to defray the costs and expenses of the enforcement process, which amount may be revised from time to time by the Board.
  - If further violations of the same offense are caused by a certain Unit Owner or Renter, the amount of each fine for subsequent violations will increase \$50 from the amount of the previous fine.
  - If found to be guilty of any violation, including a first violation, the notice of determination may also require the Unit Owner to correct any damage or any unauthorized condition on the Property for which the Unit Owner has been found responsible, to pay the costs of any repairs which have been previously made, or to pay any legal expenses and costs incurred by the Association as a result of the violation.
  - In the event any violation has resulted in damage to any Common Property that has not yet been repaired, or has resulted in any unauthorized condition on the Property, the Unit Owner will be given a notice of violation to correct the damage or architectural violation. If the damage or violation has not been corrected to the Board's satisfaction within fourteen (14) days after a finding of guilty has been made and the Unit Owner has been served as provided herein with a "Notice of Determination Regarding Violation," the form of which is attached hereto as Exhibit C, the Association will proceed to have the violation corrected and the Unit Owner will be assessed for the full cost of labor and materials required.
  - In addition to the foregoing assessment, and in order to encourage Unit 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 Unit Owner who fails to correct a violation an additional administrative charge of one hundred dollars (\$100.00) or ten percent (10%) of the cost of labor and materials, whichever is greater.

- Repairs undertaken by individuals or by the Association on behalf of the individual will be done to the Board's standard of expectation, which will reflect the Board's reasonable approximations of industry standards.
- b) Any Unit 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 Unit Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder, including, but not limited to, court costs and attorneys' fees, shall be added to the Unit 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.

#### 5. Miscellaneous Provisions

a) Time is of the essence with 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 pre-paid, to the Unit Owner at the Unit address, or to such other address as the Unit 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.

b) The remedies hereunder are not exclusive, and the Board may, in addition take any action provided by law, in equity, or in the Declarations and By-Laws to prevent or eliminate violations thereof, or of the Rules and Regulations of the Association. In the event that any provision of these Rules and Regulations shall conflict with the Illinois Condominium Property Act, as amended, any other applicable law, statute or ordinance, the Declaration, or the By-Laws, such provision shall be void and of no effect to the extent of such conflict. In the event of such conflict, or in the event any provision of these Rules and Regulations shall be invalidated by a judgment any court of competent jurisdiction, these Rules and Regulations shall be deemed amended to the minimum extent necessary to avoid such conflict or to conform these Rules and Regulations with said court judgment.

#### 6. Additional information from the Declarations Article XVII

##### Remedies for Breach of Covenants, Restrictions and Regulations

1. Abatement and Enjoyment. "The violation of any restriction, condition or regulation adopted by the Board of Managers, or the breach of any covenant or provision herein contained, shall give the Board of Managers the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon that part of the Property where such violation or breach exists, after thirty (30) days written notice by the Board of Managers, and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and the provisions hereof, and the ... Board of Managers, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach. All expenses of the board of Managers in connection with such actions or proceedings, including court costs and attorneys' fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per year, or the maximum rate allowed by law, if lesser, until paid, shall be charged to and assessed against such defaulting Unit Owner and shall be added to and deemed part of his share of the Common Expenses,

and the Board of Managers shall have a lien for all of the same upon such defaulting Unit Owner's Unit, upon all of his additions and improvements thereto and upon all his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise by the Board of Managers. Each Unit Owner has the right to enforce the provisions of this Declaration (p. 37).

2. Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any of the covenants, restrictions or provisions of this Declaration or the By-Laws, or of the rules and regulations adopted by the Board of Managers, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall reoccur more than once after such notice, then the board of Managers shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Unit Owner of a decree of mandatory injunction against the Unit Owner or Occupant or, in the alternative, for a decree declaring the termination of the defaulting Unit Owner's and/or Occupant's right to occupy, use or control the Unit owned by him on account of the said violation and ordering that the right, title and interest of the Unit Owner in the Property shall be sold (subject to the lien of any exiting mortgage) at a judicial sale, upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys fees and all other expenses of the proceeding and sale, and all such items shall be charged against the defaulting Unit Owner in said decree. Any balance of proceeds, after any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration" (pp. 37-38).

## **§23: Conclusion**

These Rules and Regulations and the accompanying enforcement of Rules and Regulations shall be effective immediately upon notice to the Unit Owners, which notice shall be given by mailing or delivering a copy thereof to the Unit address or such other address on file with the Association.

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First Adopted in 2002, Chicago, Illinois, as attested by Donald Dale Walker, President; Gary Leibowitz, Treasurer; and Jo Ann Dollard, Secretary; *who then comprised the Board of Directors of the Association, and Alessa DeMari, Gayle Soberg, and Russell Sweet, who then were members of the Rules and Regulations Team.*

Amended to reflect additional Rules adopted at the Quarterly Meeting of the Board on January 9, 2007, as attested by John Giles, President; Quinn Harris, Treasurer; Craig Hogan, Secretary; Michelle Comella, Member at Large; and Gary Leibowitz, Member at Large *who on the date noted above represented the Board of Directors of the Association*

**EXHIBIT A**

**Violation Complaint — Witness Statement  
Bank Note Place Condominium Association**

**EXHIBIT A**  
**Violation Complaint — Witness Statement**  
**Bank Note Place Condominium Association**

**Procedure**

A Violation Complaint must be completely filled out or the complaint will not be considered valid by the Board. Submit form to the Managing Agent. After the report has been filed, it will be necessary for you to appear at a hearing. The violator will also be asked to attend this meeting. After hearing the case, the Board will determine if a violation occurred and if a fine should be levied.

**Violation**

Offender's Name \_\_\_\_\_  
Bank Note Place Unit No.: \_\_\_\_\_ Engravers Lofts Unit No.: \_\_\_\_\_  
Violation location: \_\_\_\_\_  
Date of violation: \_\_\_\_\_ Time: \_\_\_\_\_ am / pm  
Description of violation(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Witness(es)**

Report submitted by \_\_\_\_\_  
Bank Note Place Unit No.: \_\_\_\_\_ Engravers Lofts Unit No.: \_\_\_\_\_  
Phone number(s): \_\_\_\_\_  
List any other witnesses and provide contact information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Evidence**

Were any photographs taken? Yes / No      Date of photos \_\_\_\_\_  
Name and phone of photographer: \_\_\_\_\_  
\_\_\_\_\_

Attach all photographs to this form or forward as soon as possible.

I have made the above statements based on my personal knowledge. I will cooperate with the Association and its attorneys to provide additional statements or affidavits, and, in the event of a hearing or trial, I will appear to testify as a witness.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT B**

**Notice of Violation**

**Bank Note Place Condominium Association**

**EXHIBIT B**  
**Notice of Violation**  
**Bank Note Place Condominium Association**

Date: \_\_\_\_\_

To: Unit Owner: \_\_\_\_\_  
Bank Note Place Unit No.: \_\_\_\_\_ Engravers Lofts Unit No.: \_\_\_\_\_

You are hereby notified, as the Owner of Unit \_\_\_\_\_, that a Violation Complaint form has been filled out accusing the Resident(s) of your Unit of violating the Association's Declarations, By-Laws or Rules and Regulations regarding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This violation is alleged to have been committed by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Board of Directors will review the violation(s) at our next regularly scheduled Board Meeting on \_\_\_\_\_, \_\_\_\_\_ at approximately \_\_\_\_\_ pm.

You have the right to present a defense and evidence regarding this accusation. After hearing the case, the Board will determine if a violation occurred and if a fine should be levied.

Please be present at this meeting. The Board will proceed on the aforesaid date with or without your presence.

Respectfully,  
The Board of Directors  
Bank Note Place & Engravers Lofts Condominium Association

cc: Resident if rental

**EXHIBIT C**

**Notice of Determination Regarding Violation  
Bank Note Place Condominium Association**

**EXHIBIT C**  
**Notice of Determination Regarding Violation**  
**Bank Note Place Condominium Association**

Date: \_\_\_\_\_

To: Unit Owner: \_\_\_\_\_  
Bank Note Place Unit No.: \_\_\_\_\_ Engravers Lofts Unit No.: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the Board has discussed the following allegation(s) brought before it about a violation of the Declarations, By-Laws or Rules and Regulations of the Association regarding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This violation is alleged to have been committed by the following person(s):

\_\_\_\_\_  
\_\_\_\_\_

The Board determined that:

- No violation occurred.
- A violation occurred for the first time. This notice is a warning.
- A violation has been repeated, and a penalty will be assessed.

The Board has taken the following action:

- None.
- Costs and expenses of enforcement in the amount of \$\_\_\_\_\_ have been assessed against your Unit and are now due.
- Damages, expenses and administrative charges in the total amount of \$\_\_\_\_\_ have occurred and are now due.
- Legal expenses in the amount of \$\_\_\_\_\_ have been incurred by the Association and are now due.
- Damages have occurred or an architectural violation exists as charged in the complaint, and you are hereby notified to have the damages or violation corrected or repaired at your expense.
- As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

Respectfully,  
The Board of Directors

**EXHIBIT D**

**Move In / Move Out Documentation**

To Whom It May Concern:

Enclosed please find the necessary forms for the sale of your unit.

Due to an enormous amount of phone calls and request for the same material by both parties, we are only corresponding with the owner and their representative. It is the responsibility of the owner and their representative to provide the buyer with all necessary information.

Please read "THE NOTICE OF INTENT TO SELL/LEASE FORM" and submit all required documents processing fee and deposits in one packet at least 30 days prior to your closing or leasing date.

Wolin-Levin, Inc. is not responsible for any delays in closing if these documents are not received in the allotted time. These documents can not be faxed nor e-mailed to Wolin-Levin, Inc.

In addition, incomplete packets are not acceptable and will be returned to the owner or their representative.

In accordance with "THE ILLINOIS CONDOMINIUM PROPERTY ACT" section 22.1 (B), any additional information as it pertains to the transaction must be requested in writing and will be acted upon within (30) thirty days of the request.

Sincerely,

Brenda Wright  
Wolin-Levin, Inc.  
Sales Assistant

*ATTORNEY INFORMATION*  
SELLER ONLY

ATTORNEY NAME

-----  
PLEASE PRINT

-----  
MAILING ADDRESS

-----  
MAILING ADDRESS

-----  
PHONE

-----  
FAX

-----  
SELLER'S SIGNATURE

-----  
DATE

-----  
SELLER'S SIGNATURE

-----  
DATE

*AGENT INFORMATION*

Board of Directors  
c/o Wolin-Levin, Inc.  
325 W. Huron Suite 600  
Chicago, IL 60610

To Whom It May Concern:

This notice is to inform you:

Unit # \_\_\_\_\_ has been sold. Price \$ \_\_\_\_\_

Listing Company \_\_\_\_\_ Telephone \_\_\_\_\_

Agent \_\_\_\_\_ has permission to show.

Unit# \_\_\_\_\_ has been leased as of \_\_\_\_\_

Rent \$ \_\_\_\_\_

Rental Agency \_\_\_\_\_ Telephone \_\_\_\_\_

Agent \_\_\_\_\_ has permission to show.

\_\_\_\_\_  
Owner(s) Signature

\_\_\_\_\_  
Print Owner(s) Name

\_\_\_\_\_  
Owner(s) Signature

\_\_\_\_\_  
Print Owner(s) Name

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Date

NOTICE OF INTENT TO SELL/LEASE



WOLIN-LEVIN, INC.

TO: Bank Note Place Condominium Association  
Board of Directors  
c/o Wolin-Levin, Inc.  
325 W. Huron, Suite 600  
Chicago, IL 60610  
Attention: Brenda Wright

325 West Huron Street  
Suite 600  
Chicago, IL 60610  
Tel: 312-321-1910  
Fax: 312-325-7915  
Mobile/PDF Office: 773-681-4309  
www.wolin-levin.com

- 1. In compliance with the Declaration of Condominium Ownership of the above referenced association, and undersigned owner(s) of unit number \_\_\_\_\_ at said association building, hereby serve notice that I (We) have offered said unit for sale/lease to:

\_\_\_\_\_

Print Name(s) of Purchaser(s) or Lessee(s)

- 2. Herewith submits:

- a. A non-refundable processing fee in the amount of \$125.00 for sales or \$75.00 for leases, made payable to Wolin-Levin, Inc payable by cashier's check or money order only. Any sales/leases that are received less than (30) thirty days prior to your closing or leasing date, will subject to a \$50.00 fee in addition to the standard fees listed above cashier's check or money order only. All final payments for sales should be submitted by cashiers check or money order only;
- b. A \$500.00 move deposit is due from both parties; please make checks payable to Wolin-Levin, Inc. (refundable if no damage is found after an inspection is completed).
- c. Seven copies of attorney information form;
- d. Seven copies of the agent information form;
- e. Seven copies of the Notice Of Intent To Sell/Lease form;
- f. Seven copies of the sales/lease application forms;
- g. Seven copies of rider (lessee only);
- h. Seven copies of the executed sales/lease contract;
- i. Seven copies of the Move-in and Move-out forms;
- j. Please read move in and out sheet attached

Note: The above documents are not acceptable by fax nor e-mail. Please submit all required documents (and checks) collated and stapled (ONE OF EACH) in one packet to Wolin-Levin, Inc. Incomplete packets are not acceptable and will be returned to the owner or their representative.

\_\_\_\_\_  
Owner(s) Signature

\_\_\_\_\_  
Print Owner(s) Name

\_\_\_\_\_  
Owner(s) Signature

\_\_\_\_\_  
Print Owner(s) Name

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Date



*SALES/LEASE APPLICATION FORMS*

UNITS BEING PURCHASE BY MORE THAN ONE PERSON, FILL OUT ONE FORM FOR EACH PERSON.

BUILDING: \_\_\_\_\_ UNIT: \_\_\_\_\_ CLOSING DATE: \_\_\_\_\_

SELLER: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

BUYER(S)/TENANT(S) INFORMATION:

NAME: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

HOME NUMBER: \_\_\_\_\_ WORK NUMBER: \_\_\_\_\_

BUYER(S)TENANT(S) INFORMATION:

NAME: \_\_\_\_\_

PREVIOUS ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

HOME NUMBER: \_\_\_\_\_ WORK NUMBER: \_\_\_\_\_

Will you be residing in the unit? Yes \_\_\_\_\_ No \_\_\_\_\_

MAILING ADDRESS IF DIFFERENT FROM ABOVE: \_\_\_\_\_

Name and relationship of all persons to occupy the apartment regularly:

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>AGE OF CHILD</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PETS \_\_\_\_\_ SPECIES \_\_\_\_\_

EMPLOYMENT HISTORY:

Company: \_\_\_\_\_ Duration Employment: \_\_\_\_\_

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

Title or Position: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Previous Company: \_\_\_\_\_ Duration Employment: \_\_\_\_\_

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

Title or Position: \_\_\_\_\_ Supervisor: \_\_\_\_\_

OWNER/TENANT(S) EMERGENCY INFORMATION:

The following person(s) would know where to contact me or could be called in case of emergency:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Home Number : ( \_\_\_\_\_ ) \_\_\_\_\_ Work Number: ( \_\_\_\_\_ ) \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: ( \_\_\_\_\_ ) \_\_\_\_\_

Home Number : ( \_\_\_\_\_ ) \_\_\_\_\_ Work Number: ( \_\_\_\_\_ ) \_\_\_\_\_

***PLEASE NOTE: THESE FORMS ARE NOT ACCEPTABLE BY FAX NOR E-MAIL. PLEASE RETURN ALL FORMS TO THE OWNER OR THEIR REPRESENTATIVE.***

DECLARATION BYLAWS/RULES AND REGULATION RIDER.

I HAVE READ AND AGREE TO BE BOUND BY THE DECLARATION AND BYLAWS AND  
RULES AND REGULATIONS OF BANK NOTE PLACE CONDOMINIUM ASSOCIATION.

.....  
Signature

.....  
Date

.....  
Signature

.....  
Date

**BANK NOTE PLACE CONDOMINIUM ASSOCIATION  
MOVE-IN FORM**

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please be advised I will be moving into of unit # \_\_\_\_\_ at the Bank Note Place Condominium Association.

\_\_\_\_\_, FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
(DATE) (TIME) (TIME)

Please send my deposit to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**A RETURN ADDRESS MUST BE SUBMITTED SO DEPOSITS CAN BE RETURNED.  
ALL DEPOSITS WILL BE RETURN TEN DAYS AFTER THE MOVE IS COMPLETED.**

1. Move ins require a \$500.00 deposit only refundable if there is no damage. Move ins are permitted between the hours of 8:00 a.m. and 8:00 p.m.
2. If move in is not completed by 8:00 p.m. a charge of \$50.00 per hour will deducted from the moving fee of \$500.00.
3. The owner or there representative of the unit must be present during move
4. If a move requires the use of the doors at 120 East Cullerton the owner must arrange for a person to be at the doors full-time during the move the doors is not to be left unattended
5. No one who is not associated with the move and does not have a key to the building should be denied access
6. If exclusive use of the elevator is need for a move a notice must be given and posted seven (7) days before the move

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**BANK NOTE PLACE CONDOMINIUM ASSOCIATION  
MOVE-OUT FORM**

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please be advised I will be moving out of unit # \_\_\_\_\_ at the Bank Note Place Condominium Association.

\_\_\_\_\_, FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
(DATE) (TIME) (TIME)

Please send my deposit to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**A RETURN ADDRESS MUST BE SUBMITTED SO DEPOSITS CAN BE RETURNED.  
ALL DEPOSITS WILL BE RETURN TEN DAYS AFTER THE MOVE IS COMPLETED.**

1. Move outs require a \$500.00 deposit only refundable if there is no damage. Move outs are permitted between the hours of 8:00 a.m. and 8:00 p.m.
2. If move a out is not completed by 8:00 p.m. a charge of \$50.00 per hour will deducted from the moving fee of \$500.00.
3. The owner or there representative of the unit must be present during move
4. If a move requires the use of the doors at 120 East Cullerton the owner must arrange for a person to be at the doors full-time during the move the doors is not to be left unattended
5. No one who is not associated with the move and does not have a key to the building should be denied access
6. If exclusive use of the elevator is need for a move a notice must be given and posted seven (7) days before the move

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## APPENDIX 1

### Definitions

These definitions are listed here for convenience. Any and all definitions presented in the Declarations and the By-Laws take precedence over what appears below. Page numbers refer to the Declarations.

Balcony: Limited Common Element on the exterior of the building that has air underneath of it. Some are suspended on the exterior wall, others protrude from the building's frame.

Board of Managers: A minimum of three persons elected by the Members of the Bank Note Place Condominium Association responsible to administer the Property. These individuals are commonly referred to collectively as the Board.

Common Elements: All portions of the Property except the Units. This includes the land, outside walks, landscaping, courtyard areas (except those that are part of Limited Common Elements), portions of the basement area not being a parking unit or machinery space, structural parts of the Building, component parts of walls, floors and ceilings, and pipes, ducts, flues, shafts and public utility lines serving the Common Elements of more than one Unit (p. 6).

Construction: Any work which has an impact on the well-being of the building (e.g., the soundness of its structure, the condition of its Common Elements, the safety of its Residents) is considered construction. For example, electrical work is construction, interior painting is not.

Deck: Limited Common Element outside of the building that rests on top of a structure.

Limited Common Elements: A portion of the Common Elements so designated in the Declaration as being reserved for the use of certain Units to the exclusion of other Units (p. 4), e.g., windows, patios, terraces, decks, balconies, and storage spaces.

Managing Agent: The company contracted to serve as building managers. Currently this is the Wolin-Levin, which collects assessments, tracks income and expenses, contracts for maintenance and repairs.

Patio: same as a Terrace

Terrace: Limited Common Element outside of the building that rests on the ground or rooftop, or an outdoors area that is set inside the building's exterior wall and is not suspended in the air. If terraces above the ground floor have open drainage to the building's exterior, they are subject to the more restrictive rules of Balconies.