

COMPREHENSIVE RULES AND GUIDELINES  
FOR THE  
NEWBERRY PLAZA CONDOMINIUM ASSOCIATION

EFFECTIVE SEPTEMBER 19, 2013

These Rules and Guidelines supersede all previous Rules and Regulations.

## TABLE OF CONTENTS

	Page
Introduction	3
Compliance	3
I. Safety And Building Security	4
II. Insurance	5
III. Use and Appearance of Common Elements	7
A. Common Elements	7
B. Building Access	9
C. Elevator Use	10
D. Storage Rooms	11
E. Garbage/Trash Disposal	11
F. Balconies	12
G. Windows and Window Coverings	12
H. Bicycles	12
I. Laundry Room	13
J. Bulletin Boards	13
K. Receiving Room	13
L. Multi-Use Room	14
M. Pool	14
N. Exercise Room	14
O. Ventilation	14
IV. Pets	14
V. Assessment and Collection	16
VI. Contractors, Vendors, Attorneys, Accountants and Others	17
VII. Sales and Leasing	17
A. Sales or Leases	17
B. Leases	18
C. Violation of Sales & Leasing Rules	18
VIII. Use of Units	18
A. Residential Use	18
B. Water Beds	19
C. Noise	19
D. Remodeling	19
IX. Enforcement Policies and Fees	19
 Employee Harassment Rule	 22

## **INTRODUCTION**

Unit owners and residents at Newberry Plaza Condominium Association enjoy the many conveniences typical in high-rise living while relinquishing some of the autonomy found in single-family dwellings. The Association's Comprehensive Rules and Guidelines provide a practical framework for this shared everyday living. These rules are based on the philosophy that all owners and residents have the right to the safe and quiet enjoyment of their units and the appropriate use of the Association's common elements. It is the intent of the Association that these rules will help ensure mutually comfortable surroundings and security and maintain the value of Newberry Plaza.

All unit owners and their lessees, invitees, and guests are obligated to observe all of the provisions of the Condominium Declaration and By-Laws as well as the Association Rules. When violations do occur, they should be reported to the Management Office during regular business hours. Violations which occur outside of regular business hours and which require immediate attention should be reported to the door staff.

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

All references to Common Elements include such additional areas as may be added to the Common Elements from time to time. These Rules supersede all prior Rules to the extent that they are inconsistent.

## **COMPLIANCE**

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

All rules, restrictions, and covenants contained in the Condominium Instruments are incorporated as part of these Rules and are subject to the enforcement policies and procedures set forth herein. To the extent that the provisions of any applicable law, the Condominium Instruments, and/or the Rules are in conflict, the provisions of the applicable law shall first control, followed by the provisions of the Condominium Instruments, and then the Rules. The Rules shall govern the conduct of all residents and any person on the Property at the invitation or permission of any resident. Each unit owner shall be responsible for the conduct of their family living in the unit as well as any guests, invitees, household staff, tenants, members of a tenant's family living in the unit, guests of tenants, and anyone occupying the unit.

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

## **I. SAFETY AND BUILDING SECURITY**

1. All residents are required to file a Resident Information Sheet with the Management Office. The Resident Information Sheet includes, (a) a list of all residents in the unit, (b) employment information, (c) home and office telephone numbers, (d) emergency contacts, and (e) other information as prescribed on the sheet. Residents are responsible for keeping the Resident Information Sheet current.

2. All unit owners are required to keep on file with the Management Office: (a) the names of the legal and beneficial owners or the holders of direction for a unit held in trust, (b) their mailing address, and (c) home and office telephone numbers.

3. All individuals (invitees, delivery people, etc.) other than residents listed on the Resident Information Sheet must be announced by the doorperson.

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

5. Heaters using liquid or non-electric fuel are prohibited.

6. Nothing shall be done to the Common Elements which would impair the structural integrity of the building.

7. When a resident plans to be away for some length of time, the Management Office should be informed.

a. If a unit is unoccupied during the winter months, the thermostat must be set at the lowest setting, and the fan must be set to low and not turned off in order to protect the pipes, other components or equipment from freezing. Damage caused by failure to comply will be charged to the responsible owner.

b. Since the maintenance of water seals is important, residents should assure that at least once every ten (10) days all toilets are flushed and water is run for a short time in all sinks, lavatories, baths, and showers to maintain the water seals in the unit's drains. Damage caused by failure to comply will be charged to the responsible owner.

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

9. Owners must supply duplicate keys for all door locks to the Management Office in order to allow access in emergency situations. If duplicate keys are not provided and if entry to a unit is necessary during an emergency, all costs and expenses associated with that entry shall be borne by and charged to the responsible owner.

10. The Management Office will not provide a key to anyone without a completed authorization form provided by the resident. Guest authorization forms can be obtained from the Management Office or the Door Station.

## **II. INSURANCE**

1. Owners shall maintain comprehensive liability insurance in accordance with Section 7, Items A-D (pages 14-15) of the Declaration.

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

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

4. **MANDATORY INSURANCE:** All Owners and tenants shall comply with the Illinois Condominium Property Act, Section 12, Insurance, which authorizes the Board of Directors to require the following:

- a) All unit Owners and tenants shall provide management with a Certificate of Liability Insurance. Certificates shall be provided for any subsequent renewals or replacements. Unit coverage shall be in the amount of no less than \$500,000.
- b) This insurance shall cover personal liability and compensatory (but not consequential) damages to another unit, caused by the negligence of the unit owner, his or her guest, residents, or invitees. The personal liability of an Owner

must include the deductible of the Owner whose unit was damaged, and any damage not covered by insurance required by this paragraph, as well as the decorating, painting, wall and flooring coverings, trim, appliances, equipment and other furnishings.

- c) All Unit-to-Unit damage claims shall be disputed and handled between Owners and their respective insurance companies and the Association's insurance carrier, if applicable. The Association will charge the deductible of the Association's policy back to the unit owner that caused the loss.
  
- d) Failure by an Owner to provide the required proof of insurance, or any renewal thereof after policy expiration, shall result in a fine of \$250.00 for each and every month after such expiration until the required proof of insurance is submitted.

### III. USE AND APPEARANCE OF THE COMMON ELEMENTS

#### A. Common Elements

1. The term “Common Elements” is clearly defined in the Declaration and includes, but is not limited to, the following:

- a. Open spaces, including parking area, driveway, and fire lanes
- b. Lobbies, halls, hallway entrances, stairways, elevators, and message areas (bulletin boards)
- c. Building roofs
- d. Landscape areas
- e. Exterior elevation
- f. Laundry room, storage rooms, bicycle room, multi-use room, pool area, exercise room
- g. Balconies (limited common elements)
- h. Television cable and antenna, Common Elements’ timers and control, and Common Element lighting
- i. All structural components of the Building located in a unit, including pipes, wires, conduits, ducts, flues, shafts or public utility lines serving more than one (1) unit

2. Personal property including, but not limited to, toys, recreation equipment, old newspapers, bicycles, shopping carts, laundry carts, shoes, boots, galoshes, rubbers, strollers, umbrellas, mats, and laundry bags shall not be left or stored in the Common Elements except as provided herein and will be removed from the Common Elements by the Association. The City of Chicago Fire Code requires that corridors and stair landings be kept clear. Any item left in these areas creates a fire hazard by impeding the egress in case of an emergency. Association employees will knock on a unit door to ask for immediate removal of any such items and remove the items immediately thereafter if there is no response for immediate corrective action. Any such personal property will be stored for 30 days, after which said items will be considered abandoned and may be discarded.

3. Any activity which creates a nuisance or hazard, damages the Common Elements, or disrupts the peace is prohibited in the Common Elements. Examples include, but are not limited to, ball playing, excessive running, bicycle or scooter riding, roller skating, and rollerblading. At all times, scooters must be carried when in the lobby or when in other common areas of the building.

4. Nothing within the Common Elements shall be altered, constructed, or removed without the prior consent of the Board.

5. No sign, signal, illumination, advertisement, notice, or any other lettering or equipment shall be exhibited, painted, affixed, or exposed on or in any window or unit door or any other Common Element without the prior consent of the Board except as permitted by the Declaration or these Rules.

6. No noise, music, or other sounds will be permitted at any time in such manner as to disturb other residents.

7. No industry, trade business, or profession of any kind shall be permitted on any part of the Common Elements or in the units except as permitted by the Declaration and then only in compliance with these Rules.

8. Eating, drinking, or carrying open food or beverage containers is prohibited in all (a) elevators, (b) hallways, (c) stairwells, and (d) all lobbies, including the inner, outer and Lower Level lobbies.

9. Smoking is prohibited in the Common Elements. Smoking is allowed only in residential units.

10. Proper attire, including shoes and shirts or cover-ups, is required of residents and guests while in the Common Elements.

11. Decorative articles and other fixtures, except for building standard door knockers, peepholes, and as provided in 11.a and 11.b below, are not permitted and are strictly forbidden on unit doors in the corridors. Peep holes and door knockers are to be kept free and clear of any encumbrances and available to emergency services (police, firefighters, paramedics, etc.) at all times.

a. Holiday decorations may be affixed to unit doors only between (the consecutive months of) December 1<sup>st</sup> through January 10<sup>th</sup>. Any damage caused as a result of affixing decorations to the unit doors will be charged to the owner. Nails and the like must not be used to affix decorations. No decorations which create a safety hazard are permitted. Owners are responsible for properly and safely disposing of decorations. If decorations are not removed within the time period specified above, the Association may remove them. All costs and expenses incurred by the Association in the removal of the decorations shall be charged to the owner.

b. Exceptions:

1. Small religious adornments may be affixed to a door frame with adhesive backing; however, unit owner are responsible for any damage.

2. Display of flags: Only U.S. flags and U.S. military service flags (U.S. Armed Forces or Illinois National Guard) may be displayed on unit doors. No plastic flags or depictions made by lights, paint, flowers, pavers, or landscaping materials shall be permitted.



Only one flag as permitted above may be displayed on one unit door (the main entrance to the unit). Any units merged as one unit may display one flag on its main entry door only.

The maximum size of the flag on display shall be 6"x 8". The flag shall be installed vertically and flat against the door, centered under the door knocker, and attached by means of double-faced tape only. In addition, the U.S. flag shall be shown with the stars in the upper left-hand corner when facing the unit door from the outside.

12. No solicitation is permitted on the property or within the building nor may any flyers or mailers be placed under doors without the approval of the Management Office.

13. Battery doorbells may be installed only in accordance with specifications available at the Management Office.

14. Objects which are too large to fit on a Newberry luggage cart cannot be moved through the front lobby.

15. Owners and tenants must take reasonable measures to assure that smoke, solvent, cooking or other odors do not enter the common areas or other units. This includes keeping windows and balcony doors closed when smoking, using solvents or cooking foods with strong odors. If a problem regularly occurs with their unit, then Owners and tenants must cooperate with management's and engineering's efforts to solve the problem. No smoking is permitted within 15 feet of any building entrance as required by City of Chicago ordinance.

### **B. Building Access**

1. a. The door staff provides assistance to persons entering and leaving the Building. All persons seeking to enter the Building are required to identify themselves to the door staff to gain admission.

b. If a non-resident uses a resident's key fob to gain entry into the building, the Owner of such unit may be fined \$250.00

c. The FOB rule requires that all residents carry and use their key FOB at the front door. If the doorman knows your name and unit number, then they are allowed to grant your access without the FOB.

2. Individuals (guests, invitees, or others) other than the owners or residents listed on the Resident Information Sheet filed with the Management Office will only be admitted if:

(a) the owner or resident is present and authorizes admission or (b) the resident provides

prior authorization to the Management Office. Guest authorization forms are available from the Management Office or the door staff.

3. Owners, residents, or others may not ask Association personnel to run errands, or perform other services that interfere with the performance of their duties.
4. Association personnel are not allowed to perform commercial services or any service adjunct to or in assistance of any commercial enterprise, including, but not limited to, the use of the front desk as a commercial reception or registration desk.
5. If a vehicle of any kind is left in the driveway, the door staff must be notified of the unit being visited. In no event may any vehicle be: (a) left in the driveway for more than (i) 15 minutes if it is an Owner's or Tenant's vehicle, or (ii) 10 minutes for any other vehicle, (b) double parked, or (c) parked so as to blocked access to any wheelchair ramp or ingress and egress to the street or the garage. Violation of these Rules may result in the vehicle being stickered, removed, and/or towed. The Association shall not be responsible for towing charges or for any damage to any vehicle resulting from enforcement of these Rules.
6. If a vehicle of any kind, such as a bicycle, is attached to the Building or surrounding railings on the property, the door staff must be notified of the unit being visited. In no event may any vehicle be: (a) attached to the building for more than ten minutes, or (b) parked so as to block access to sidewalks, any wheelchair ramp or ingress and egress to the street or the garage. Violation of these Rules may result in the vehicle being stickered and removed. The Association shall not be responsible for towing charges or for any damage to any vehicle resulting from enforcement of these Rules.

### **C. Elevator Use**

1. All moves and other uses (pickups, deliveries, etc.) requiring continuous elevator use for more than ten minutes:
  - a. require the execution (submission, signature, and approval) of an Elevator Security Agreement, which is available in the Management Office, and the payment of fees and a security deposit as prescribed in the Security Agreement before elevator use is scheduled;
  - b. are on first-come, first-served basis and must be scheduled from Monday through Friday (excluding holidays); and
  - c. are not permitted at any other time, except in an emergency situation as defined in the Elevator Security Agreement.

In all cases, only the designated freight elevators are to be used.

2. Any damage to an elevator arising in connection with a move, pickup, delivery, or transfer will be charged to the owner. The cost of repairing the damage will be withheld

from the security deposit. If the security deposit is insufficient, the balance will be charged to the owner.

3. Breach of any provision of the Elevator Security Agreement is a violation of these Rules. The owner of the unit at the time of the move may be fined for any such breach or violation.

#### **D. Storage Rooms**

The Storage Room is located in the service area of each floor and contains one storage locker assigned to each unit. Residents shall only use the storage locker assigned to their unit by the Management Office.

1. Residents are responsible for providing locks for their individual storage lockers.
2. Flammable materials shall not be stored in lockers. Examples include, but are not limited to: fuels, paint, paint thinners, gasoline, kerosene, aerosol cans, cleaning fluids, ammunition, fireworks, and excelsior (wood shavings) and other packing materials. The Management Office will arrange for any such material to be removed and discarded without warning. Any charges or damages resulting will be the sole responsibility of the unit owner.
3. Personal property may not be left in the Storage Room outside of storage lockers or in unused lockers. Any such item(s) will be removed immediately. The Management Office will then notify all residents on the floor so the removed items may be claimed. Items not claimed within 30 days will be considered abandoned and discarded.
4. The Association is not responsible for any items stored in the storage lockers.
5. The resident is responsible for removing any items left by a prior resident.

#### **E. Garbage/Trash Disposal**

A garbage chute is located opposite the entrance to the service area on every floor.

1. All garbage, except recyclable items, is to be placed in a paper or plastic bag and securely bundled before being placed down the chute.
2. No garbage shall be left on the floor in the chute or service area, unless otherwise provided in this section E.
3. Recyclable items, including newspapers, cans, and glass and plastic containers, should be placed in the designated receptacles. Information about the Building's recycling program is available from the Management Office.
4. Empty cartons that do not fit through the chute may be left in the service area. Removal of large items, such as carpeting, appliances, and cabinets is the responsibility of the resident. Persons abandoning such items in the Common

Elements shall be charged the actual expenses of removal and disposal and may be fined for each occurrence.

5. Flammable materials, such as explosives, aerosol cans, charcoal, paint, lighter fluid, and fluorescent tubes shall not be placed in the chute.

These materials should be carefully left in the service area so as not to cause any safety hazard or harm to other residents, staff, or the Common Elements.

### **F. Balconies**

1. Balconies may not be enclosed or altered in any way except with prior written approval of plans and specifications by the Board.
2. Temporary or permanent balcony floor coverings, such as carpet or tile, are allowed only as specified in the Remodeling Guidelines, which are available from the Management Office.
3. No awnings, sunshades, shutters, antennae, or any other items shall be affixed to or placed in, upon, over, or adjacent to any balcony. Satellite dishes, no bigger than one (1) meter in diameter, may be installed with permission from the Management Office.
4. No items shall be placed outside of balcony rails or positioned to hang over the side of the rails.
5. No drying or airing of clothes, carpeting, or laundry or hanging of clotheslines is permitted on balconies.
6. Dust mops, rugs, etc., shall not be shaken from balconies. Water or other refuse shall not be disposed of from balconies. No objects of any kind are to be thrown from balconies at any time.
7. Barbeques are only allowed on the balconies. Charcoal grills are permitted (however gas or electric grills are preferred). Lighter fluid and starter charcoal are prohibited.

### **G. Windows and Window Coverings**

Window coverings shall be in keeping with the standard of a luxury condominium when viewed from the exterior. The Board reserves the right to demand the removal of window coverings which it deems inappropriate.

### **H. Bicycles**

1. The Association's Bicycle Room is located in the basement area and is for the exclusive storage of residents' bicycles. All bicycles must be registered and tagged with a decal obtained from the Management Office. The decal can be obtained after completing and signing an application and paying a fee as determined by the Board of Directors.

- 2.The Association is not responsible for the disappearance, theft, or loss of bicycles or for any damage to bicycles.
- 3.Whenever the receiving room is open, bicycles may not be transported through the lobby.

### **I. Laundry Room**

- 1.Each user of the Laundry Room is expected to maintain the room's cleanliness by wiping up spilled powder or liquid detergent from washer tops and removing lint or other loose material from the interior of the washers and dryers. Washers are not to be used for dyeing clothes or other materials.
- 2.“Out of Order” tags are available in the Laundry Room or the Management Office and should be placed on machines that appear to not be working. The machine's number or location should be reported to the Management Office.
- 3.Pets are not allowed in the Laundry Room at any time.
- 4.Any damage to laundry equipment caused by owners, tenants, or guests will be charged to the owner.
- 5.Neither the Management Office nor the Association assumes any responsibility for any damaged, lost, or stolen items or personal injury attributable to use of the Laundry Room.
6. Laundry carts are not to be removed from the Laundry Room.

### **J. Bulletin Boards**

- 1.Bulletin boards are for official use only and may not be used by owners or residents for any purpose except as set forth in J.2.
- 2.A bulletin board(s) for the use of owners and residents is located in the Laundry Room. The Management Office has the authority to set the standards for and monitor and remove any items from that bulletin board. See the Management Office for posting procedures.

### **K. Receiving Room**

The Receiving Room is located in the basement. The Association is not responsible for any damage to or loss of items delivered to or left in the Receiving Room. The Receiving Room will not accept perishables, flowers, liquor, prescriptions, fur coats, or furniture. No item will be held for more than 30 days unless prior arrangements are made with the Management Office.

### **L. Multi-Use Room**

Use of the Multi-Use Room is limited to owners, tenants, and their guests. Reservations for use of the Multi-Use Room must be made through the Management Office. Use of the Room requires the execution of the Multi-Use Room Rental Agreement a minimum of 72 hours before the scheduled event. The Agreement is available from the Management Office. Breach of any provision of the Multi-Use Room Rental Agreement is a violation of these Rules.

### **M. Pool**

Use of the Pool area is governed by the rules, terms, and conditions of the Pool Use Agreement, which is available in the Management Office. Residents may obtain a pool membership from the Management Office by executing a Pool Use Agreement. The Association reserves the right to limit the number of persons using the Pool at any time. No one may use the Pool area without a Pool membership pass or guest pass. Breach of any provision of the Pool Use Agreement is a violation of these Rules.

### **N. Exercise Room**

Use of the Exercise Room and all equipment therein is limited to owners and residents of Newberry Plaza above the age of sixteen years. Children under the age of sixteen years may use the room if accompanied by a responsible adult at all times. Use of the exercise equipment requires the execution of the Exercise Room Waiver and Agreement and the purchase of a key, both available from the Management Office. Breach of any provision of the Exercise Room Waiver and Agreement is a violation of these Rules. This rule in no way implies that the Association will maintain an Exercise Room in perpetuity. All rules posted in the Exercise Area are incorporated in these Rules and a violation of any posted rule is a violation of these Rules.

### **O. Ventilation**

Exhaust ventilation from the bathrooms and kitchens is a City of Chicago Building Code requirement. The air flow beneath and around the unit's door(s) from the main hallway is an integral part of the building's ventilation system. The use of carpeting, flooring, threshold, or weather stripping to block air flow beneath and around the unit door(s) is prohibited

## **IV. Pets**

1. No pets or guest pets are allowed in the Building except for

a. Those specific dogs and cats that were registered with the Management Office in accordance with the 1986 Rules. These registrations are not transferable.

b. Those pets of the type usually and customarily kept as household pets which:

- i. are maintained in a cage, aquarium, or similar enclosure and do not use the common elements; and
- ii. do not exceed in size or weight a common household cat; and
- iii. are non-venomous and otherwise present no danger to residents in the event of escape; this section does not permit, however, the keeping of dogs, pigs, mice, rats, insects, or snakes.

2. Household cats are allowed under Section 1 (b) but are limited to no more than two per residence.

3. Pets must be kept using the strictest sanitary procedures possible consistent with such activities and in a manner which does not jeopardize the health, safety, and welfare of the other building residents. No animals shall be raised, bred, or kept for any commercial purpose. Litter boxes must be kept clean at all times in order to eliminate any odors in any common areas or other units. Kitty litter and other animal or avian wastes must be disposed of in tightly sealed plastic bags and placed in the garbage chute. No Pet-sitting services may be operated in a Unit.

4. Pets shall be controlled so as not to (a) create a nuisance or unreasonable disturbance, or (b) relieve themselves in or on the Common Elements. Any deposit of waste by a pet on the Common Elements shall promptly and properly be disposed of by the person attending to the pet. Pets shall not be fed in any portion of the Common Elements.

5. No pets may be left unattended at any time in the Common Elements. At no time will pets, except dogs permitted under Section 1a above, be permitted in the Common Elements unless carried in an enclosed container. All dogs must be leashed or carried when outside the unit. The leash shall not be more than six (6) feet in length.

6. Owners are responsible for damage or other violations of these Rules caused by any pets kept or maintained in their units, including pets of their tenants or invitees of the owner or tenant. The costs of repairing or remedying any damage caused by a pet and the costs or other charges associated with maintaining or enforcing the relevant portions of the Declaration, By-Laws, or Rules shall be charged to the responsible owner.

7. All pets must be registered. The Board may impose registration fees as it deems appropriate. For the protection of all persons, registration of authorized pets shall include the pet owner's name, the pet name, the unit number, a physical description of the pet, and up-to-date proof of current rabies inoculation.

8. Any Owner, Tenant, or Association officer or employee who observes any litter, damage, or other violation caused by a pet should report the violation in writing to the

Management Office, identifying the pet and/or its owner and/or unit and describing the violation.

9. All animal regulation statutes, ordinances, rules, and guidelines of the governmental organizations or bodies having jurisdiction over the Building are incorporated herein and made a part hereof.

10. Any owner who has been found responsible for one or more violations of these Rules shall be deemed to have a pet which causes or creates a nuisance. Thereafter the Board, after consideration of the facts and circumstances, may elect to order the permanent removal of the pet from the building upon three (3) days' written notice from the Board or its authorized agents.

11. Pets should be transported on the freight elevators whenever possible and should not be brought through the lobby during rush hours.

## **V. ASSESSMENTS AND COLLECTIONS**

1. Assessments and other charges are due on the first day of each month. All payments are to be mailed directly to the account of the Managing Agent or delivered to an authorized location. All payment questions are to be directed to the Management Office.

2. A service charge set by the Board of Directors will be charged to any account on which the full assessment due has not been received on or before the tenth (10<sup>th</sup>) day of the month on which it is due and on each month thereafter until the full assessment is paid.

3. Any and all administrative or bank charges incurred by the Association as a result of checks returned for any reason plus an administrative charge set by the Board of Directors will be charged to and be the responsibility of the owner.

4. Any account on which any amount due to the Association, including any service and administrative charges, has not been paid within thirty (30) days of the date on which originally due may be turned over to an attorney to commence legal and/or collection proceedings.

5. The Association and its attorney may collect, evict, foreclose, or take any or all actions available against a delinquent owner from among those offered by statute, the Declaration, or the By-laws.

a. Any and all costs incurred in researching or collecting delinquent assessments from the responsible owner shall be charged to and shall be paid by the responsible delinquent owner. These costs include, but are not limited to: all fees, costs or expenses incurred by the Association with respect to contacting and/or consulting with an attorney, whether the contact is between the Association and attorney, the owner and attorney, or an owner representative (attorney) and the attorney whether by telephone or written



correspondence; tract book search costs; lien filing fees; skip tracer fees court costs; and any and all management consultation or other costs.

b. The Association may attempt to collect all costs identified in Paragraph 5 (a) as a part of the particular collection action. However, it is possible that the Association may collect less than all amounts billed and due or that additional costs and expenses will be billed and/or incurred after payment, either as a result of the owner's action or otherwise. The delinquent owner is fully responsible for all such additional costs and expenses, and they shall be billed to the owner's account and shall thereafter be payable in the same manner as other assessments or expenses. If such amount is not paid, additional late fees and charges will be incurred by the owner as a result of that delinquency. Furthermore, the Association may pursue recovery of these delinquent amounts.

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

## **VI. CONTRACTORS, VENDORS, ATTORNEYS, ACCOUNTANTS AND OTHERS**

To eliminate the possibility of misunderstanding or litigation and unnecessary cost, members of the Association and residents of the Building are not to contact or communicate directly with any Association contractors or vendors or their employees or with the Association's attorney, accountant, or other professionals unless directed by the Management Office. Any costs or expenses incurred by the Association as a result of any such contact shall be charged to the owner, will be added to and become a part of the owner's assessment, and shall be payable in the same manner as all other expenses.

## **VII. SALES AND LEASING**

### **A. Sales or Leases**

1. A sale or lease which does not comply with the Declaration, By-Laws, Condominium Property Act, or applicable law shall constitute a violation of these Rules. The Association will not act with regard to any leases which do not comply with the noted prerequisites.
2. At least 30 days prior to any sale, lease, or sublease of a unit and at least 30 days prior to a change in occupancy of the unit, the owner and tenant or seller and buyer must complete and submit the required sales or leasing forms, which are available from the Management Office. For leases and subleases, the owner must also submit a fully executed lease together with the Rider available from the Management Office no later than the date of occupancy or 10 days after the lease is signed, whichever occurs first.

3. All brokers must be announced prior to access. General open houses/charity walks are not permitted. Brokers hosting open houses must greet and escort each visitor to and from the unit.

## **B. Leases**

1. Article VIII of the Declaration sets forth the procedures and notice requirements for the sale and/or rental of units. These procedures will be strictly adhered to and are incorporated herein in their entirety. Failure to comply shall be a violation of these Rules.
2. An owner shall not lease less than the entire unit nor shall the unit be leased or licensed for transient or hotel purposes. There shall be no temporary occupancy of a unit or occupancy by individuals who are not listed and identified on a unit lease and the Resident Information Sheet. Every lease must be for a period of at least one (1) year and cannot exceed two (2) years in length for any unit in any two (2) year period.
3. Every owner intending to lease a unit shall give 30 days prior written notice to the Management Office of such intention.
4. In the event of any violation of the Declaration, By-Laws, or Rules of the Association by a lessee, the Board, in its discretion, shall determine what actions are necessary against the owner or lessee. When the Board determines that any violation warrants termination of the lease, the Board may take whatever action necessary to terminate the lease.
5. When a lease is renewed and none of the information on file with the Management Office has changed, the owner must submit only the new lease with the Rider and a renewal form available from the Management Office, unless the Board at its discretion specifically requests the submission of additional information.

## **C. Violation of Sales and Leasing Rules**

Any and all expenses of the Association incurred in obtaining any information required herein or in connection with any violations under these Rules shall be assessed to the owner responsible.

## **VIII. Use of Units**

### **A. Residential Use**

Units in the Condominium are for housing and related residential purposes and are not to be used for business, trade, or professional activities except to the extent described in Article IX, section A of the Declaration and then only in such manner as not to create excessive traffic in the Common Elements nor to disturb other residents' quiet enjoyment of their homes. Units are not to be leased, licensed, occupied, or

otherwise used on a transient or temporary basis; they may not be utilized as hotel or motel rooms or occupied, rented, leased, or licensed on a monthly basis.

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

### **B. Water Beds**

Water beds or other liquid-filled furniture with adequate frames and safety liners may be used only with prior Management Office authorization. Residents who wish to use water beds or other liquid-filled furniture shall submit to the Management Office evidence of insurance coverage of at least \$100,000 to cover all damage and liability resulting from the installation and use of the water bed or other liquid-filled furniture.

### **C. Noise**

Excessive noise is prohibited at all times.

### **D. Remodeling**

1. All remodeling shall comply with the Remodeling Guidelines available in the Management Office. The Guidelines require the execution of a Remodeling Agreement for certain types of remodeling. Owners and residents are required to be familiar with and follow the Guidelines and the Agreement. Breach of any provision of the Guidelines and the Agreement is a violation of the Rules.
2. Residents shall not install hard wood floor coverings without adequate sound deadening material between the covering and the concrete. **All flooring installed shall conform to the specifications contained in the Remodeling Agreement.**
3. Under no circumstances shall vinyl floor tiling in units be removed or disturbed without prior approval and execution of a Remodeling Agreement and compliance with all health, safety, and other requirements of applicable local, state, and federal laws.
4. Owners of combined units who have executed an agreement regarding the use of common elements in connection with their combined units will be charged a license fee.

## **IX. ENFORCEMENT POLICIES, FEES AND FINES**

In the event of a violation of any of the provisions of the Declaration, By-Laws, and/or Rules of the Association, the Board may, in addition to other rights and

remedies available at law or in equity, pursuant to the Declaration, By-Laws, or Condominium Property Act, proceed as follows:

1. Upon a violation, the owner shall be notified of the violation by the Managing Agent or the appropriate authorized personnel of the Association and, if the Board so elects, by the Association's attorney.
2. Notifications of violations may also contain such demands as are deemed necessary to protect the interests of the Association in accordance with the provisions of the Condominium Property Act, the Declaration, By-Laws, and/or Rules of the Association.
3. If any owner feels they have been wrongly or unjustly charged with a violation hereunder, the owner may, within ten (10) days after notification according to Paragraph 1 of this section, submit in writing a protest to the Board stating the reasons the owner feels that there is or was no violation. An owner may request a hearing with the Board within 30 days of the notice.
4. A hearing on the violations shall be held at the time, date, and place stated in the Notice(s) of Violation.
  - a. At the hearing, the Board shall have the authority, at its discretion, to continue the hearing without further notice, either at the request of the owner or upon the Board's own motion.
  - b. Should no protest be filed or if the owner fails to attend the hearing, the allegation in the Notice of Violation may be, at the Board's discretion, deemed admitted.
  - c. Should no protest be filed or if the owner attends the hearing, the Board shall consider arguments, evidence, or statements regarding the alleged violation.
  - d. At the hearing, an owner may be represented by an attorney. However, if an attorney appears on behalf of the owner, the Board may continue the hearing until the Association's attorney has been consulted or is present.
  - e. After a hearing, the Board shall state its determination regarding the alleged violation. The Board shall determine and assess the fine in accordance with paragraph 7 below; the amount, if any, of attorney's fees incurred by the Association; and the amount if any, of costs, damages, expenses, and other charges attributable to or resulting from the violation. In addition, the Board may determine that there are or may be costs, damages, expenses, and other charges, including attorney's fees, attributable to or resulting from the violation, that will be incurred in the future, and the Board may authorize the Managing Agent to assess such charges to the owner's account and against the owner's unit as such charges are incurred. The decision of the Board shall be final and binding on the owner, who shall be notified of the Board's determinations.
  - f. Payment of amounts assessed under this section shall become due and owing when the Board has completed its determination. Failure to make payment in full within 30 days following notification of the Board's determination shall subject the owner to all of the legal or equitable

remedies necessary for the collection of the same. Amounts assessed under this section shall be added to and deemed a part of the common expenses of the unit associated with the violation or the violator(s), and the Association shall have a lien on the unit for the amount thereof.

5. Notices are deemed made when deposited in the United States mail, postage prepaid, to the owner at the unit address or to such other address as the owner may have previously filed with the Management Office.
6. The Board may levy fines for violations of the Declaration, By-Laws, Rules, and/or Agreements of the Association. Fines may be levied for each individual occurrence or daily, depending on the infraction. Fines can range from a warning to a monetary fine as determined by the Board of Directors.
7. The Board will annually set all fees in the Association's Budget.

NEWBERRY PLAZA BOARD OF DIRECTORS  
EMPLOYEE HARASSMENT RULE

PASSED JUNE 19, 2008

**NOW THEREFORE, BE IT RESOLVED THAT** the following rule be adopted as follows:

Any Unit Owner who harasses or abuses an Association employee or agent within the meaning of federal, state and local laws shall be considered to be creating a nuisance and/or annoyance, in violation of the Association's Declaration. A Unit Owner engaging in harassment or abuse of an Association employee or agent, following notice and an opportunity for a hearing, may be subject to a monetary fine of not less than \$250.00 and/or other sanctions levied by the Board. Repeat offenders will be subject to escalating fines and/or sanctions. If the abuse involves threats of bodily harm, the Association will 1) call the Police and/or 2) take all appropriate steps to rectify the situation.