

Rules for Residents 801 South Plymouth Court Apartment Condominium Association

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Welcome to the 801 Community

The Declaration and By-Laws that govern our Association task the Board with creating “reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property.”

The degree to which residents respect each other’s rights will ultimately shape the quality of life at any condominium. The purpose of these rules and regulations, then, is to support your expectation of enjoying living here. The cooperation of all owners, residents, and guests is required.

The Board extends its thanks to the Rules & Regulations Committee for the significant amount of time and effort spent in drafting these rules.

Introduction

The rules in this document have been adopted by the Board of the 801 South Plymouth Court Apartment Condominium Association pursuant to Section 6.01(p) of the Apartment Declaration. The Apartment Rules govern the property of the Apartment Association and are binding upon all Owners and Residents. They are intended to be compatible with the rules of the 801 Master, Garage, and Townhome Associations; however, where conflicts exist, the Apartment Rules shall apply to all activities conducted in the Building. The Apartment Rules are in addition to any restrictions established by the Apartment Declaration as well as any applicable Federal, State, and local laws or regulations.

As part of the 801 community, the Apartment Association recognizes and, through reciprocal agreement, accepts other 801 Boards' decisions based on their respective Declarations, By-Laws, Rules for Residents and other guidance documents. A violation against one Association may be considered to be a violation against all Associations and, as such, may be weighed in the event subsequent infractions are brought before a separate 801 Board for consideration.

In addition to their personal awareness and compliance with the Apartment Rules, Owners are responsible for ensuring that they as well as their Tenants, children, guests, and employees are aware of and comply with these rules. Owners who are pet owners are also responsible for ensuring that any caretakers for their pets, or the pets of their Tenants, follow the appropriate rules regarding pets.

Assessments

1. Each Owner's monthly assessment payment is due on the 1st day of each month.
2. Payments are to be made to the lockbox designated by Management, or by automatic debit from a designated bank account. Monthly assessment payments will not be accepted at the Management Office.
3. Owners may elect to have their monthly assessment payments automatically debited from a designated bank account. Authorization forms for automatic deduction may be obtained from the Management Office.
4. If the full assessment payment is not received by the 10th day of the month, the Owner will be charged a late fee.
5. If an Owner's assessment payments are two months or more in arrears, the assessment payment must be made with a money order or a cashier's check until the assessment balance is current.
6. If an Owner's assessment payment is returned or refused by the bank for non-sufficient funds, future assessment payments must be made with a money order or a cashier's check until the balance is brought current.
7. Past due balances more than 60 days past due will be forwarded to a collection agency. The Board may at its discretion vote to temporarily forgo sending a past due account to collections or suspend ongoing collection efforts on a past due account in favor of entering into a payment plan agreement with the Owner.

Attire

1. Shoes are required in all common areas.
2. Proper attire, including shirts/tops and bottoms (or functionally equivalent clothing), must be worn in all common areas.

Balconies, Patios, Terraces and Windows

1. Residents may not hang items such as garments, towels, rugs, advertising or signs from patios, terraces, balconies, and out windows. This provision does not include holiday or seasonal decorations, which must be securely fastened to exterior surfaces. Holiday or seasonal decorations must be removed at the conclusion of the holiday or season.
2. Residents may not cook or smoke on the Laundry Room patio.

3. Residents may not place or attach any permanent fixtures on patios, terraces or balconies. No alterations may be made to patios, balconies or terrace walls without the approval of both the Master and Apartment Boards.
4. Residents may not use fireworks on any patios, balconies or terraces.
5. Residents may not place birdfeeders or birdseed on the patios, balconies or terraces.
6. Residents shall conclude parties on balconies, patios and terraces by 10:00 P.M. weeknights and 11:00 P.M. weekends.
7. Residents shall keep all activities on balconies, patios and terraces to a reasonable level after 10:00 P.M. weeknights and 11:00 P.M. weekends.
8. Nothing shall be thrown, swept or dropped from any window or balcony.
9. Outdoor grilling is not allowed on Unit balconies. Residents may, however, grill on Unit patios and terraces. Grills may not be left unattended at any time while in use. Residents are required to fully extinguish lingering fires immediately after use and properly dispose of any ashes and/or hot coals. Charcoal grills must have ash catchers. The use of lighter fluid or other flammable liquids to start outdoor charcoal cooking fires on balconies is prohibited. Residents may use alternate methods such as electric charcoal starters or jellied or solid types of charcoal starters. Tanks for gas grills may not be stored or cleaned anywhere inside the Building, including inside Units or Storage Lockers.

Bike Room

1. Only Owners, Residents, and Townhome Residents may use the Bike Room.
2. Bike Room users must register their bicycles, strollers and/or children's street toys at the Management Office. An annual Bike Room fee for each bicycle or toy will be charged to residents. Users will be issued registration stickers to be placed on each item to be stored in the Bike Room.
3. Unregistered bicycles or toys found in the Bike Room or any items found not in their assigned spot or in the aisles of the Bike Room are subject to removal. Any time prior to disposal, such items may be retrieved by their owners for a fee set by the Board and payable at the Management Office.
4. Motor-powered vehicles (e.g., motorcycles, motor scooters, etc.) may not be stored in the Bike Room.

Building Security / Keys and Fobs

1. Residents must notify Management that they have authorized other people to be allowed into Units when they are not at home. An authorization form is available in the Management Office.
2. Owners and Residents shall be responsible for safeguarding Unit entry keys and Common Area fobs. Owners may obtain extra Common Area fobs from the Management Office upon payment of a fee and deposit amount set by the Board, the total number of which may be limited by the Board in its reasonable discretion.
3. Along with emergency contact information, Owners must provide the Management Office with a set of all the keys necessary to access their Unit(s) in the event of an emergency. Such key(s) will be maintained in a secured lock box.
4. Owners unwilling to provide a set of keys to Management for emergency access purposes shall be required to sign a waiver releasing Management and the Apartment Association from liability for any damage resulting from Management's efforts to access the Unit in an emergency or pursuant to notice. Owners shall be solely responsible for any costs related to the repair or replacement of Common Elements or Limited Common Elements incurred by such efforts to access the Unit, including but not limited the cost of staff time and materials to replace Unit lock cylinders.
5. In the event a Resident becomes locked out of their Unit afterhours, Residents may call the Answer Service for assistance. Residents utilizing this service will be charged a minimum amount equal to one hour at the overtime pay rate for the assisting employee.

Building Structure and Maintenance

1. Owners may not modify walls, doors, windows, ceilings, floors, electrical systems, plumbing systems, telephone systems, cable TV systems, or other features or elements of the Building without prior approval of the Board or Management.
2. Any construction modifications noted above must be performed in accordance with the 801 *Contractor Guidelines* and City of Chicago Building Codes. A copy of the *Contractor Guidelines* is available in the Management Office. Management or the Board may order that any noncompliant work be stopped immediately and if necessary, removed at the Unit Owner's expense.

3. Owners must submit a deposit, in an amount set by the Board, prior to the commencement of contractor work activities. The deposit is refundable upon completion of the project in compliance with the 801 *Contractor Guidelines*. The deposit may be forfeited in the event of infractions during the project.
4. Owners must notify Management prior to working on any plumbing or electrical systems. Only licensed plumbers and electricians may be hired to do work inside Units. An Owner engaged in a construction project that requires a water shut-off that involves other units will be billed in the event costs are incurred by the Association due to such water shut-off and/or re-start.
5. Owners are responsible for maintaining all plumbing and electrical fixtures located inside their Units in such a way as to prevent water leaks, waste, stoppages, and fire hazards. Owners are responsible for the cost of damage to Common Elements or Limited Common Elements caused by their failure to maintain their Units or the appliances and/or the plumbing and electrical fixtures contained therein.
 - a. Grease, coffee grounds, solid food, pet waste, hair and other substances likely to cause stoppages should be collected and disposed of appropriately and may not be disposed of through sink or tub drains or toilets.
 - b. Residents experiencing slow-running drains in kitchens or bathrooms must notify Management to request a maintenance call.
 - c. For the safety of staff and Residents, use of chemicals (such as Drano and Liquid Plumber) to unclog drains is strictly prohibited.
 - d. Garbage disposals are prohibited.
6. Owners with maintenance needs may request assistance from Management during business hours. Staff time will be billed at the rate set by the Board.

Common Areas

1. City of Chicago Fire Department regulations require that doorways, corridors, hallways, and stairwells be clear of obstructions at all times. These regulations prohibit the storage or placement of items, such as boots, doormats, umbrellas, etc., in any of these areas.
2. Residents may not place decorations, signs, or notices in corridors, hallways, stairwells, on the outside of Unit doors, or in other Common Areas. This provision does not include religious items or holiday/seasonal decorations hung on or attached to the outside of Unit doors. Holiday and

seasonal decorations must be removed the conclusion of the holiday or season. Allowed items may not be hung in a way that obstructs the view of the Unit number. Nails may not be used to hang decorations.

3. Smoking is prohibited inside the Common Areas of the building, including but not limited to hallways, stairwells, elevators and storage areas. Per City of Chicago ordinance, smoking is not permitted within 15 feet of building entrances, exits and windows that open.
4. Smoking is only permitted inside the Units. However, residents who smoke are required to take steps to minimize the spread of smoke, or odors from smoke, from migrating into the common elements or other units, such as using smokeless ashtrays or air purifiers, so as to not disturb other residents.
5. The riding or use of motorized or self-propelled recreational modes of transportation, including but not limited to bicycles, tricycles, roller scooters, roller blades, roller skates and skateboards, is prohibited inside the Building.
6. Shoes with spikes, such as golf, baseball, track or football shoes, may not be worn in the Common Areas.
7. Only Residents, Owners, their overnight guests, and their employees may use the Laundry Room facilities.
8. Each Unit Owner is responsible for the cost of maintaining the Limited Common Area entryway to their respective Unit, including the door, threshold and recessed entrance. Management may periodically inspect the Building to determine areas in need of painting or other restorative work. The cost of such painting or corrective work will be charged back to the Unit Owner on the Unit's monthly assessment statement. Similarly, the cleaning or replacement of carpet outside of any Unit entryway made necessary due to stains from items such as shoes left outside the door or spills will be charged to the Unit Owner. This provision is separate and distinct from the general painting and maintenance performed throughout the Building, the cost of which is assumed by the Association.
9. External surfaces of Unit doors may only be painted the color approved by the Board.

Delivery and Removal of Large / Unsightly Items

1. Residents must schedule the delivery or removal of large, bulky or unsightly items (such as large furniture, appliances, mattresses and construction materials, including materials and tools being transported by contractors) with Management at least one working day prior to the date of delivery or removal. Items covered by this provision must be received and removed via the Freight

Elevator using the Polk Street Pedestrian Door in the Garage. Such items may not be brought through the Lobby.

2. Delivery and/or removal of large, bulky or unsightly items, including construction materials and tools, is only permitted Monday through Friday from 8:30 A.M. to 4:30 P.M. and Saturday from 8:30 A.M. to 3:00 P.M.
3. The Freight Elevator may be reserved by contacting the Management Office. When the Management Office is closed, Owners and Residents may use the Freight Elevator by direct arrangement with the Building Engineer or doorman. The Freight Elevator cannot be requested or provided outside the move/delivery hours.
4. Users of the Freight Elevator shall not leave the Polk Street Pedestrian Door propped open and unattended under any circumstances. Users shall be responsible for any unauthorized entry or damage to the Garage, the Building, the contents of either, or the Freight Elevator occurring during the period of their use.
5. Service Carts are for use only by Owners and Residents to carry groceries, recycling, luggage, and other small, lightweight items between the Service Entrance on the Plaza Deck, Units, Garage (using the Garage Elevator), and Storage Lockers. Service Carts must be returned to their holding bay west of the Management Office promptly after use.

Distribution of Materials to Units and Other Communications

1. Other than communications from Management and paid newspaper subscriptions, the distribution of materials to individual units is not permitted.
2. Door-to-door solicitation is prohibited.
3. Residents/Owners are only allowed to post advertising, offers for sale, and other communications on the bulletin board in the Laundry Room.

Electronic Notices to Unit Owners

1. Any notice required or permitted to be delivered to any Unit Owner by U. S. mail may be, in lieu of such delivery, delivered to such Unit Owner via electronic means (including electronic mail, facsimile, text message or any other medium permitting a recipient to directly reproduce such notice in paper form through an automated process), provided that such Unit Owner (i) consents to the delivery of notices via such electronic communication and (ii)

provides the Secretary of the Board with a valid, current, and reasonably secure electronic address for receipt of such notices.

Employees of the Association

1. Only Management may give work orders or verbal instructions to employees of the 801 Associations.
2. Unit Owners, as well as their children, guests, employees, and Tenants, are expected to comply with all reasonable instructions or directions made by employees pertaining to the use, access, safety, or maintenance of the Apartment Association property.
3. Failure to obey warnings from employees relating to actions which violate these rules may result in additional fines or penalties.
4. Harassment, threats (verbal and non-verbal), or otherwise inappropriate behavior directed at employees will not be tolerated. Management will investigate all reports of such behavior and present its findings to the Board, which may assess penalties or fines as it deems appropriate.

Fire Safety

1. Residents are prohibited from tampering with, disconnecting or pulling down any Unit or Common Area smoke detector.
2. Unit doors may not be propped open.
3. Per City of Chicago Code, Residents may not place any objects along the base of any Unit entry door that prevents the Unit door from fully closing on its own. Such objects disrupt the fire management safety system that is part of the Building's design.

Garbage Disposal and Recycling

1. Garbage chutes may only be used between 7:00 A.M. and 10:00 P.M.
2. Residents must place garbage inside a plastic bag and securely tie the bag.
3. Garbage bags must be placed in the chute; open the chute door and push the bag firmly past the flexible flap to ensure that it drops freely down the shaft.
4. Bins for recycling are located in the garage on the street level near the Polk Street Pedestrian Door. Items to be recycled must be placed inside these

containers. Cardboard boxes must be broken down before disposing of in recycling containers.

5. Items requiring special disposal, such as, but not limited to appliances, furniture, mattresses and construction debris, must not be left with the Building's general trash in the Garage without permission of Management. Residents must make their own arrangement for disposal of such items and notify Management. Any cost incurred by the Association for special pick-up or disposal needs will be charged back to the Unit Owner, in addition to a fine.

Insurance Coverage / Liability for Damage to Common Elements and Other Units

1. Owners are responsible for maintaining such insurance on the contents of their Unit(s) and Storage Lockers, sliding glass doors and windows forming a part of the Unit boundary or contiguous thereto, heating or cooling equipment serving such Unit(s), and personal liability to the extent not covered by the insurance required to be kept by the Association under the Declaration.
2. Owners shall maintain adequate insurance covering their personal liability and compensatory (but not consequential) damages to another Unit for which such Owner may become liable. The personal liability of such Owner shall include the deductible, if any, of any Owner claiming damage to a Unit, any damage not covered by insurance required by this rule, and shall include decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings.
3. Without limiting the foregoing, each Owner shall be responsible for the cost of repairs or maintenance to Common Elements, Limited Common Elements and Units owned by others caused by negligence or failure to act of such Owner, any permittee thereof, or any pet owned thereby.
4. On an annual basis and within 30 days of taking ownership of a Unit, Owners are required to submit to Management valid proof of insurance evidencing that coverage under the submitted policy meets requirements set forth in this section. The submission deadline shall be set by the Board of Directors and Owners shall be given adequate notice of the foregoing requirement and the submission deadline for the given year.

Leasing

1. Leasing of Units by Owners must comply with the following specific requirements:

- a. All leases must be in writing, and a copy of each lease must be provided to the Board within 10 days of execution or occupancy by the Tenant, whichever occurs first.
 - b. Prior to move-in by any Tenant, the leasing Owner shall provide the Board with the full name, Unit number, and contact information for each person permitted to reside in the leased Unit; and shall pay a Lease Transfer Fee in an amount set by the Board.
 - c. Leases are subject to any and all applicable laws, ordinances and/or leasing regulations enacted by the City of Chicago, State of Illinois, or the U.S. Federal Government.
 - d. Owners shall remain fully responsible for any unpaid fees or fines resulting from violation of a Tenant or her/his/their guest or any other person claiming rights under a lease signed by such Owner.
 - e. Owners are responsible for providing their Tenants with notice of any amendments to these Rules, throughout the period of such Tenant's occupancy.
2. No lease may be for a period less than 1 year or cover less than rental of the entire Unit.
 3. No Owner may lease a Unit for transient or hotel purposes which shall be defined as (a) any rental for a period less than thirty (30) days or (b) any rental where occupants of the Unit are provided customary hotel services.

Locker Storage

1. Residents may use only the locker that is assigned to their Unit. Residents may rent additional Storage Lockers from Management.
2. Fire regulations do not permit storage of items in the Storage Room aisles or anywhere outside, surrounding or on top of the Storage Lockers. At its discretion, Management may discard any items that are not properly stored.
3. Flammable and combustible liquids or gasses, including oil-based paint, may not be stored in the Storage Lockers.
4. Materials, such as plywood or opaque plastic sheeting, may not be attached to the chain-link walls of Storage Lockers to obstruct the view of the locker's contents. This rule does not apply to opaque storage containers and boxes placed inside the Storage Locker.

Moving

1. All moves must be scheduled with Management at least 24-hours in advance of the moving date. A refundable deposit (that serves as collateral against damage that may occur during a move), in an amount set by the Board, must be submitted to Management to confirm the move and reservation of the Freight Elevator. Residents moving out must pay their deposit by cashier's check or money order, not by personal check, and a forwarding address must be provided.
2. To offset the administrative costs related to arranging for moves, the moving resident must pay the Association a non-refundable Moving Administrative Fee in an amount established by the Board. The Administrative Fee is separate and distinct from the refundable deposit that serves as collateral against damage.
3. The Freight Elevator is the only elevator Residents may use for moves. Residents may not move items through the Lobby. Residents must use the Polk Street Pedestrian Door in the Garage.
4. Moves may be scheduled from 8:30 A.M. to 4:30 P.M. Monday through Friday and 8:30 A.M. to 3:00 P.M. on Saturday. No moves may be scheduled on Sundays.
5. Residents must participate in both the Before and After Move Inspections or risk forfeiture of the moving deposit.
6. Exceeding the scheduled move time may risk forfeiture of deposit and additional fines or fees.
7. Residents are responsible for ensuring that they and/or their movers do not leave Building or Garage entrance/exit doors open and unattended.

Noise and Disturbances

1. Residents are responsible for disturbances or noise created by themselves, their guests, or their pets. Residents must keep the volume of their televisions, radios, musical instruments, and voices to a level that is reasonable and respectful to neighbors.
2. Between the hours of 10:00 P.M. and 7:00 A.M. Residents should make a reasonable effort to keep sound levels low. In addition, during these hours Residents may not take part in especially noisy activities, including but not limited to, hammering to hang pictures, slamming doors and cabinets, vacuuming, and moving heavy objects that could make loud noises.

3. Residents may not dispose of trash via the chutes between 10:00 P.M. and 7:00 A.M.
4. Contractors may perform construction work only between 8:30 A.M. and 4:30 P.M. Monday through Friday. Similarly, construction related noises, such as hammering, sawing and drilling, are not permitted before 8:30 A.M. or after 4:30 P.M. Monday through Friday or on weekends without approval of the Board. Contractors may only use the Freight Elevator to move materials in and out of the Building, such use may only occur between 8:30 A.M. and 4:30 P.M. Monday through Friday.
5. No arguing, yelling or fighting is permitted in the Common Areas.

Conducting or Operating a Business in Unit

1. Each Unit shall be used for housing and related common purposes for which the property was designed and for no other purpose. Although business operations in Units are prohibited by the Section 6.01(l) of the Apartment Declaration, the Board will consider the following factors when deciding whether to take legal action against an Owners for conducting business activities or operating a business in a Unit:
 - a. Whether the business use of the Unit is inconsistent with the residential nature of the Association;
 - b. Whether the business use of the Unit is in violation of any municipal or governmental licensing requirements;
 - c. Whether the business use of the Unit puts undue burden on the common areas or raises common expenses;
 - d. Whether the business use of the Unit creates noise, vibration, glare, fumes, odors or electronic interference detectable by neighbors;
 - e. Whether the business use of the Unit involves the display of any signage which would show that the Unit is being used other than as a residence;
 - f. Whether the business use of the Unit significantly increases pedestrian or automobile traffic or puts an undue strain on parking;
 - g. Whether the business use of the Unit involves storing equipment outside the member's unit or in a common area;

- h. Whether the business use of the Unit involves on-site employees;
 - i. Whether the business use of the Unit involves the use, storage or disposal of any hazardous materials; and
 - j. Whether the business use of the Unit is subordinate to the Unit's residential use.
2. The foregoing rule shall not prohibit any Resident from handling personal business, professional correspondence or telephone calls from any Unit, nor any other use "customarily incident to the principal resident use" of said Unit or any use specifically allowed under Section 6.01(o) of the Apartment Declaration.

Parking

1. Plaza Deck parking is available for loading or unloading for a maximum of 20 minutes. The circular driveway is a fire lane. Vehicles parked in Plaza Deck driveway must have hazards light flashing and may be parked a maximum of 20 minutes. Vehicles left in the Plaza Deck circular driveway longer than 20 minutes or parked outside of the loading zone on the Plaza Deck ramp are subject to being towed at the owner's expense and/or fine by the Master Board. The restrictions contained in this section also apply to contractor vehicles.

Party Room Use

1. Only Owners and Residents may use the Party Room. Residents and their guests must comply with all the rules printed on the reservation form, which may be obtained from the Management Office. A Party Room use fee must be submitted with the written reservation form.
2. Owner or Resident must reserve the Party Room through the Management Office. A refundable deposit, in an amount set by the Board, must be submitted to Management to confirm the reservation. The amount of the deposit fee may be modified from time to time by the Board of Directors.
3. The Owner or Resident must be present at the party at all times.
4. The Party Room cleanup must be complete no later than 11:30 P.M. The Owner or Resident must notify the designated 801 employee at conclusion of party cleanup to conduct final inspection. The final inspection with the Owner or Resident is required for deposit refund. The Owner of the Unit associated with the reservation will be billed for any damage expenses above the deposit

amount and/or will be responsible for staff overtime in the event of noncompliance. A rules violation fine may be imposed.

Pets

1. No animals may be kept in Units as pets except for dogs, cats, or other usual household pets.
2. All cats and dogs must be registered with the Management Office within 1 week of occupancy. Pet Registration Forms may be obtained from the Management Office. All submissions for pet registration are subject to final approval by the Management Office.
 - a. A clear photograph that includes the pet and pet owner(s) must be submitted as part of the registration documents.
 - b. Evidence of current vaccinations for all cats and dogs must be submitted to the Management Office at the time of registration and on an annual basis thereafter.
 - c. Failure by a pet owner to register their pet in accordance with this provision will result in a monthly fine as set by the Board until compliant. Three or more consecutive months of noncompliance with registration requirements will result in disciplinary action as determined by the Board, up to and including eviction of the unregistered pet.
 - d. All dogs are subject to a one-time registration fee as set by the Board to be paid by the pet owner to the Management Office at the time of registration. All dogs are subject to an annual maintenance fee in an amount set by the Board.
3. The weight of a single dog may not exceed 70 pounds at mature age.
4. The combined weight of 2 dogs in a single Unit may not exceed 100 pounds at mature age.
5. The following dog breeds are expressly prohibited: Rottweiler, Doberman Pinscher, Pit Bull, and Chow Chow.
5. There is a limit of 3 pets per Unit. Of the 3 allowed, not more than 2 may be of the same species.
6. Pet owners must keep pets on a short handheld lead or in a securely closed pet carrier when in the Common Areas, both inside and outside the Building.

7. Pets must use the Service Entrance to enter and exit the Building. The outer lobby area is off limits to pets at all times, with the exception of small pets, such as cats, in securely closed pet carriers or when accessing the Garage via the outer lobby Garage entrance to access a vehicle.
8. Pets are not permitted in the Laundry Room, Party Room, Ping-Pong Room, Bike Room, or the storage locker area. Pets are prohibited from playing in the Common Areas.
9. Pets are prohibited from relieving themselves inside the building Common Areas, on Building Common Elements, including but not limited to the building façade, plaza deck, sidewalks, driveways, lawns or other landscaped areas, on the Master Parcel, or on the Northwest Stairwell. Violations on Master Parcel may be subject to fines by the Master Board.
10. Pet owners are responsible for the cleanup and disposal of their pet's waste. In the event of a pet accident in the Common Areas, pet owners are required to contact the Management Office or door staff as soon as reasonably possible, so as to ensure that soiled areas are properly treated and cleaned. Failure by a pet owner to report a pet accident in the Common Areas may be subject to fines.
11. Pet waste and litter must be disposed of only in sealed containers. Pet waste may not be disposed of in Common Area trash receptacles. Residents may not use sinks, tub drains, or toilets for pet litter disposal.
12. Following a complaint hearing and ruling, any pet determined by the Board to be dangerous or a nuisance or menace may be permanently expelled from the Building upon 5 days written notice from the Board and the decision of the Board shall be final. However, any pet responsible for causing an injury to any person on the 801 Property will be subject to immediate action by the Board, up to and including eviction of said pet.
13. Pet owners are responsible for ensuring that their pets do not disturb neighboring Owners or their Tenants with loud noises.
14. Each pet owner, whether Owner or Tenant, is responsible for personal injuries or property damage caused by such pet, and each pet owner must agree in writing, before obtaining consent to have a pet in the 801 Building, to indemnify the 801 South Plymouth Court Apartment Condominium Association, its Board, managing agent, and Owners and occupants of the 801 Building and hold them harmless against any loss, claims, or liability of any kind or character whatsoever.
15. Residents, either Owner or Tenant, are responsible for the pets of guests visiting their Unit. Such "visiting" pets, including those pets being temporarily

cared for by the Unit resident, are subject to the same restrictions as resident pets. No visiting pet may stay in a Unit for more than 7 consecutive days in any one-year period without prior written permission of the Management Office.

16. Service and support animals are not considered “Pets” under this section and are not subject to the restrictions on size, breed, or weight. Service and support animals are exempt from any initial or annual registration fees. However, service and support animals and their owners are still subject to all other rules and registration requirements contained in this section.

Prior to bringing a service or support animal to reside in a Unit, Residents must submit a reasonable accommodation request in writing along with supporting documentation to Management. The Board will evaluate all such requests in accordance with all federal, state and local laws. After receiving approval of a reasonable accommodation request but before bringing the service or support animal to live in the Building, the requesting Resident must complete and return to Management the Service, Assistance or Support Animal Registration Agreement.

A detailed summary of the Association’s reasonable accommodation policy relating to service and support animals, including relevant forms, may be obtained from the Management Office.

Violations, Fines and Procedures

1. The Board has the right to assess fines against Owners, if they themselves, their children, guests, personal employees, or Tenants violate any of these rules. A schedule of fees and fines may be obtained from the 801 Management Office.
2. Procedures for handling violations:
 - a. Those wishing to report a violation of the Apartment Rules must provide a written complaint to Management.
 - b. The Board (or a Panel empowered by the Board) will contact the individual making the complaint via the Management Office.
 - c. The Owner or Tenant against whom the complaint is lodged will be asked, with reasonable notice, to appear before the Board and will be given the opportunity to be heard regarding the complaint. In the event a complaint is lodged against an Owner’s Tenant, said Owner will also be notified of the complaint and provided the opportunity to appear before the Board.
 - d. Failure of the Owner or Tenant to appear at a mutually agreed time may subject the Owner to a fine.

3. The Board, at its sole discretion, will determine the validity of the complaint and the appropriate action to be taken. All notifications of the Board's action shall be in written form.
4. If a fine is assessed for a violation, the amount of the fine will be added to the Owner's monthly statement.
5. Payment of the fine is due by the first day of the following month, the same day that the monthly assessment is due. Unpaid fines shall be a lien against the Unit.
6. The amount of a fine is set by the Board. The general range of initial fines shall be posted. The initial fine amounts may be modified from time to time by the Board. Repeat violations may result in a progressive increase of fines.
7. The Board reserves the right to assess any reasonable fine it deems appropriate depending on the severity of the offense regardless of the fine guidelines discussed above.
8. In addition to fines, Owners in violation of the rules will be responsible for the cost of repair associated with damages.

Definitions

When used in these Rules, capitalized terms shall have the meanings assigned thereto by either the Operating Covenant or the Apartment Declaration. Terms not defined in the Apartment Declaration are hereby defined as follows:

Apartment Declaration or Declaration: the Amended and Restated Declaration of Condominium Ownership and By-Laws for 801 South Plymouth Court Apartment Condominium Association dated April 21, 1999.

Apartment Rules: the rules and regulations set forth in this document.

Apartment Association or Association: the 801 South Plymouth Court Apartment Condominium Association.

Bike Room: the locked room on the first floor of the building designated for storage of bicycles and similar items.

Board or Apartment Board: the Board of Directors of the Association.

Building or 801 Building: the residential structure located at 801 S. Plymouth Ct., Chicago, IL 60605 governed by the Apartment Association.

Building Engineer or Engineer: the person holding the office of building engineer.

Common Areas: Common Areas are defined as all portions of the Association's building and property, apart from the individual units, which include, but are not limited to, corridors, elevators, stairwells, main lobby, mail room, laundry room, party room, ping pong room, bike room, storage rooms, the rubbish chute, and adjacent areas.

Freight Elevator: Car #3 of the Building elevators.

Garage: as defined in the Operating Covenant.

Garage Elevator: elevator connecting the Polk Street and basement levels of the Garage to the Lobby/Plaza Deck level of the 801 Building.

Laundry Room: the laundry room located on the 1st floor of the building.

Limited Common Elements: as defined in the Apartment Declaration.

Management: the Association's management company or its authorized representative.

Management Office: the office of the Association's management representative, located on the 1st floor of the Building.

Master Board: the 801 Board that governs the Master Parcel.

Northwest Stairwell: the exterior stairway connecting the northwest corner of the Plaza Deck to street level near the intersection of W. Polk St. and S. Plymouth Ct.

Operating Covenant: the Declaration of Covenants, Conditions, Restrictions and Easements for 801 South Plymouth Court, Chicago, Illinois, dated as of February 18, 1983, as from time to time amended.

Owner or Unit Owner: any person having an ownership interest in a condominium Unit.

Party Room: the 1st floor suite available to rent for residents.

Plaza Deck: the outdoor area south of the building entrance and in front of the townhouses, located on the same level as the 1st floor of the Building.

Polk Street Pedestrian Door: the (double) pedestrian door located on the north side Street/ground level of the Garage.

Resident: any person legally residing in the Building for any period of time. Where the meaning requires, the term "Resident" may include a nonresident Owner.

Service Carts: the wheeled service carts located in the hallway west of the Management Office.

Service Entrance: the pedestrian door located west of the 801 Building entry on the Plaza Deck.

Storage Lockers: the chain-link, self-storage lockers located on the first floor of the building, whether in the room marked "Storage Room", in the Bike Room, or elsewhere.

Tenant: any person whose residence in the Building is permitted under the terms of a valid lease (including, for example, children legally residing in a leased Unit). A non-paying guest who occupies a Unit for less than 30 days during a one-year period shall not be considered a Tenant.

Townhome Residents: Townhome Owners and residents permitted thereby.

Unit: a part of the property within the 801 Building, which is owned exclusively by one or more Unit Owner(s).