

#### Home Owners' Association

515 Main St. West Chicago, IL 60185 www.gatewaycentrecondos.org (630) 293-8040

# Rules and Regulations

## **Board Approved**

4/17/2013



## **Table of Contents**

Introduction	2
Maintenance Assessments	2
Late Fees	2
Special Assessments	2
Insurance	2 & 3
Parking	3
Storage	3
Common Elements	4
Smoking	4
Trash Room	4 & 5
Pets	5
Security/Safety	5
Noise	6
Elevator	6
Exterior Appearance	6
Architectural Control	6 & 7
Leases, Tenants and Non-Resident	
Unit Owners	7 & 8
Move-in Move-Out	8
Enforcement of Declaration, ByLaws	
and Rules and Regulations	9
Schedule of Fines	10
Schedule of Fees	10
Appendix of Forms	11

Adopted April 17, 2013 Page 1

#### Introduction

It is desirable that neighbors who share Common Elements of the Gallery@Gateway Centre understand that rules are not intended to be unreasonable restrictions on any resident's rights, but rather as a guarantee of an equitable and necessary measured right clearly limited by the rights of each and every other resident. The Gallery@Gateway Centre is governed by a Board elected by the homeowners and operated according to the Bylaws and Declarations.

#### 1. Maintenance Assessments

A. Monthly Maintenance Assessments from Unit Owners are used for the <u>upkeep</u> of the common elements of the building and general business of the association. They are based on the percentage of the building each Unit Owner holds. The amount of the assessment shall be determined based on the annual budget approved by the Board. Assessments may be increased based on increased costs for repair, maintenance, water-sewer, gas and other costs and expenses of operating the Association.

#### 2. Late Fees

A. Assessments are due on the first of each month. Payments must be received by the 10<sup>th</sup> of each month; there will be a \$50 late fee assessed for each month that an assessment payment is late. A returned check will incur a \$40 fee.

#### 3. Special Assessments

A. A special assessment may be required in the event of unexpected costs or major equipment failure. Such assessments will be calculated in the same way the regular assessments are. Where possible, the Board will adopt special assessments that are payable over a multi-month period of time. If the project is one that reserves are set aside for, the Board may use capital reserves before it requests a special assessment.

#### 4. Insurance

- A. Nothing shall be done to a Unit or kept in the common elements that will increase the rate of insurance on the building and its contents. No Unit Owner shall permit anything to be done or kept in the Unit or the common elements which would result in an increase in insurance premiums, the cancellation of insurance on the building, or which would be in violation of any law.
- B. Unit Owners are personally responsible for obtaining coverage for their Unit and for personal liability. In accordance with Section 12 of the Condominium Act,

said insurance must include coverage for the deductible of another owner's whose Unit was damaged by the other Owner, any damage occurring to the Unit, replacement of improvements and betterments and the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings within the Unit. The Gallery@Gateway Centre Home Owners' Association must be listed as an additional insured on a personal policy. Unit Owners must provide the Board with a copy of their insurance declaration page annually and when any insurance coverage changes. Renters must also carry renter's insurance.

#### 5. Parking

- A. Each Unit has one deeded parking space in the garage. Additional parking is available in the outside parking lot. Per city ordinance no parking is allowed on the undeveloped property adjoining the building. All residents are expected to park in the indoor parking spot assigned to their Unit.
- B. Commercial vehicles larger than passenger vehicles such as, trucks, trailers, vans with ladders, racks, or plows on the exterior may not be stored in the garage or parked outside. Boats or other recreational vehicles may not be parked anywhere, inside or outside. Any exception must be approved by the Board.
- C. "For Sale" signs must not be displayed on any vehicle parked inside or outside.
- D. No mechanical work shall be permitted in the garage or on the parking lot, except for emergencies such as a tire and/or battery repair. Washing of vehicles in the garage or anywhere on the property is not allowed.
- E. All vehicles must be operable and have current license plates.
- F. Each Unit Owner is responsible for acquiring their garage door opener. Garage door openers are available from the Board for \$100.
- G. If an owner is to be away for more than seven (7) days, and has a car parked in the indoor or outdoor parking area, he/she should inform the Board so that the vehicle will not be considered abandoned.
- H. Only one vehicle, car or motorcycle, is permitted in each parking space.
- I. Additional outside parking is available in the Metra parking lot across the street in accordance with their fee and regulations.
- J. Any violation of parking regulations may subject the vehicle to towing and fines.
- K. Nothing shall be stored in a parking space other than a vehicle unless it has been approved in writing by the Board.

#### 6. Storage

A. Each Unit Owner has one deeded storage unit either in the garage or in the storage area on the resident's floor. All storage rooms need to be locked. Nothing of flammable or hazardous nature may be stored in them. Unit Owners shall not store items outside of their deeded storage space.

#### 7. Common Elements

- A. Storage of any kind is prohibited on or in any common element, unless the area is designated for that purpose. Toys, recreation equipment, bicycles, strollers, lawn chairs, etc. shall not be left unattended or stored on the common area.
- B. All common hallways should be kept clear of personal belongings. The exception is a door mat, and/or holiday decoration which must sit in the recess space in front of the Unit door. Nothing in this Section or these rules should be interpreted as prohibiting the display of items related to a religious practice or belief provided that such items are removed after the applicable display period of such practice or belief.
- C. No loitering is allowed on the common elements and parking lot.
- D. To prevent the occurrence of nuisance animals and conflicts between nuisance animals and resident's pets, the feeding of wildlife or stray animals is prohibited. Even feeding wildlife like birds and squirrels can attract larger predators which may see pets as prey.

#### 8. Smoking

- A. Smoking is <u>not</u> allowed in the common hallways, building entrances, lobby, elevator, and garage.
- B. Smoking is only permitted outdoors and must be done 15 feet away from doorways in accordance with Illinois law. Smoking is not permitted on balconies/patios.
- C. Smokers shall not prop open external doors to stand outside and smoke.
- D. Smoking is only permitted within the Units if the Unit Owner has taken steps to insure that none of the smoke, or odors from smoke, migrates into the common elements or other Units. In the event of a complaint by any individual that smoke is emanating from inside the Unit into the common elements or other Units, the Board shall send the Unit Owner a notice of violation. The Unit Owner shall have the opportunity to request a hearing to dispute the allegations of smoke traveling into other Units or the common elements. During the pendency of the process, all smoking activity must cease. The Unit Owner has the burden of demonstrating to the satisfaction of the Board that he/she has taken appropriate steps to prevent the migration of smoke from the interior of the Unit. . Each day a complaint is received by the Board shall constitute a separate violation and subject to a reasonable fine as determined by the Board.

#### 9. Trash Room

A. Each resident floor has a trash room with a chute that goes directly to the dumpsters in the trash room in the garage. Residents must place all garbage in a tied bag(s) before placing it in the chute. If there are boxes or other items too large for the chute, they should be taken to the trash room. Using the key that they were given upon purchase or moving in, residents should place items inside the trash room dumpsters.

- B. Arrangements for the removal of large items should be made with the Trash Company.
- C. No construction materials, hazardous materials or any other item that is prohibited from being thrown out shall be placed in the dumpsters.

#### 10. Pets

- A. Each Unit is permitted up to three (3) household pets, in any combination except that no unit may have more than two dogs. Dogs shall be 100 pounds or less. Residents are prohibited from keeping any agricultural, non-domestic, or exotic animals in their Units.
- B. Pet owners should never allow their animals to relieve themselves on personal property, indoor common elements, or balconies. Owners MUST clean up any waste produced by the pet on the exterior common areas, in the foyer, or hallways. If it is necessary for the Board to clean up after a pet, especially indoors, a fine will be levied on the pet owner.
- C. All animal waste shall be disposed of in a sealed plastic bag.
- D. Pets must be on a leash under the owner's control at all times when outside of the Unit. The use of dog ties, stakes, or any device that is not held in the owner's hand is expressly prohibited.
- E. Pets shall not be taken in the elevators and must use the stairs to exit and enter the building unless use of the elevator is required due to a disability or handicap.
- F. Pets must be registered with the Board before moving into the building. An annual \$100 fee per pet will be charged the Unit Owner.
- G. Any short-term pet sitting must still follow all pet rules. All pets must be registered in advance.

#### 11. Security/Safety

- A. Each Unit Owner is given a key to the front security door and an electronic code to open the front door. The key and the code should not be shared with anyone.
- B. Residents should not let anyone into the building that they do not know or are not expecting.
- C. No soliciting is allowed.
- D. All building exit doors must be kept closed. If leaving via one of these doors, residents should make sure the door closes tightly behind them.
- E. Residents should not prop the outside doors open for any reason.
- F. All Units have smoke detectors. Unit Owners are expected to keep smoke detectors in working order. It is recommended that Unit Owners install carbon monoxide detectors.

#### 12. Noise

- A. Residents shall take care at all times to avoid excessive noise of all types including loud talking, slamming doors, hammering, pets, party noise, vehicles, or sound that travels between units.
- B. Construction noise should be limited to the hours of 7:30 a.m. to 6:00 p.m.
- C. Quiet hours are between 10 p.m. and 7:30 a.m. This includes pet noises.
- D. All reported violations are subject to fines.

#### 13. Elevator

- A. The elevator should always be operated in a safe manner. Children should not be allowed to play with the buttons or travel in the elevator unaccompanied by an adult.
- B. Pets are not allowed in the elevator, unless necessary due to disability or handicap.
- C. In an effort to maintain the elevator's appearance, residents <u>must</u> advise the Board when they are expecting a delivery of a large item. The Board will install the protective wall pads in the elevator for the delivery.
- D. Unit Owners/Renters moving in and out of building should see the section entitled "Move-In Move-Out" for additional elevator rules.
- E. If the elevator is inoperable or stuck between floors use the phone in the elevator to call for help.

#### 14. Exterior Appearance

- A. Residents may place appropriate <u>outdoor</u> furniture and plantings on their balcony/patio. These areas should not be used for storage of any kind, including bicycles, furniture, or sports equipment. All cooking grills should be covered when not in use. <u>Charcoal grills are prohibited</u>.
- B. Holiday decorations may be placed on the balcony/patio at Thanksgiving and must be removed by January 15. All other holiday decorations may be placed out no more than one month before the holiday and removed no more than one week after. Decorations and items observing religious holidays shall be permitted provided they do not damage the common elements and shall be removed promptly after the end of said religious holiday or observance.
- C. All exterior light bulbs must be white.
- D. Only standard window coverings, such as drapes, shades, and blinds are allowed; sheets, newspapers, etc., are expressly prohibited.

#### 15. Architectural Control

- A. No building, fence, wall, deck, porch, awning, or other structure shall be erected or attached on the common area or upon any Unit, except such as are approved in advance in writing by the Board.
- B. No "For Sale" or "For Rent" signs, advertising, banners, or other display signs shall be maintained or permitted on any part of the common area, except at such location and in such form as shall be determined by the Board.

- C. The building is cable ready. Satellite dishes and antennas shall only be installed on an owner's exclusive use area and shall not be attached to or run through common elements.
- D. Residents may not construct or erect anything on the common area lawns. This includes swing or play sets, bike storage, bouncy castles, etc.
- E. If a Unit Owner is planning to make construction changes internally in their unit, plans <u>must</u> be submitted to the Board to ensure that common walls, ceilings, and floor elements are not disturbed.
- F. Construction may be done only between the hours of 7:30 a.m. and 6:00 p.m.
- G. Unit Owners may not paint or replace any of the common elements, including unit entry doors and hardware, hallways, or balcony railings without prior written consent of the Board.

#### 16. Leases, Tenants and Non-Resident Unit Owners

- A. Unit Owners may not lease less than the entire unit, nor lease it for transient or hotel purposes.
- B. Unit Owners must register their <u>rental units</u> with the City of West Chicago to comply with the local ordinances. The City must inspect these Units before occupancy.
- C. Every lease must be for a period of at least one (1) year, unless the Unit Owner first obtains consent from the Board in writing for a shorter term prior to entering into a lease.
- D. Every lease shall be in writing and shall be, subject in all respects, to the provisions of the Declaration, Bylaws, and Rules and Regulations of the Association.
- E. The Unit Owner shall provide written notice of the proposed lease, which shall state all the terms and conditions of the proposed lease, including the names and address of the proposed lessee. The Unit Owner shall provide the Board with a copy of the lease, an executed lease rider & Crime Free Lease Addendum no less than 10 days after signing or the date of occupancy, whichever is sooner. A background, criminal, and credit check must be conducted by the Unit Owner prior to entering into a lease. The Unit Owner shall pay an administrative fee to the Board for each new lease to offset costs associated with the leasing of units. This charge will include a copy of the Rules and Regulations.
- F. During the term of the lease, no new roommate may move in without a new lease being generated containing the names of all tenants residing in the Unit. A new roommate is someone staying in or residing for more than 30 days throughout the term of the lease. All provisions of this section shall apply.
- G. Unit Owners must adhere to all fair housing laws.
- H. If a Unit Owner's tenant violates the rules and regulations, the Unit Owner shall be responsible for the violation.
- The Board shall be entitled to evict a tenant pursuant to the Forcible Entry and Detainer Act for any violations of the Declaration, By-Laws or these Rules and Regulations. Any expenses, including attorney's fees and costs, incurred in

enforcing the covenants against a Unit Owner or his tenant for a violation shall be applied to the Unit Owner's account.

#### 17. Move-In Move-Out

- A. Moves in and moves out of the building must be coordinated with the Board. A completed Move-in/Move-out form must be delivered to the Board by the Unit Owner no less than seven (7) business days prior to the move date. The Board shall place protective wall pads in the elevator to protect it from damage during the move. For each scheduled move, there is a \$300 fee consisting of a \$250 deposit and \$50 for administrative fees and expenses. A cashier's check or money order made payable to Gallery@Gateway Centre Homeowners Association shall be deposited in the Association's mailbox no less than seven (7) business days prior to the move date. Before the move and again after the move is complete, the Board will inspect the premises to confirm that no damage has been done to any common element.
- B. If no damage has occurred, a check will be issued in the amount of \$250 to the Unit Owner. Should damage be found, the cost of repairs will be deducted from the \$250 deposit. If damage repair costs exceed \$250, the Unit Owner shall be responsible for the additional costs.
- C. Moving in or out shall be done only during the hours from 8:00 a.m. to 9:00 p.m. Monday through Saturday; and between 11:00 a.m. to 6:00 p.m. Sunday and Holidays.
- D. Since all moves will necessitate the use of the elevator, movers should be careful not to keep the elevator on a floor for extended periods of time or keep the elevator doors open for any extended period of time.
- E. Movers coming through the front doors and the security door should not leave them open any more than necessary.
- F. All vehicles associated with a move shall be parked so residents can access the parking areas and garage. No moving vehicle is allowed to park on the sidewalk area. Any damage to the heated walkways, canopy or other portions of the property will be billed to the Unit Owner.
- G. Violations, if any, may result in fines.
- H. All building keys must be transferred to the new Unit Owner at the time of closing. If it is necessary to make a garbage/storage room key or a security key, a fee will be charged.

#### 18. Enforcement of Declaration, By-Laws and Rules and Regulations

- A. In the event of a violation of the Declaration, Bylaws and/or Rules the Board may take the following steps to resolve the violation:
- B. Upon the first occurrence of each alleged violation, a member of the Board will contact the Unit violator and attempt to resolve the issue amicably.
- C. If the alleged violation continues a second time, a written notice of violation shall be sent to the Unit Owner.
- D. If a third alleged violation occurs, a written notice of violation accompanied by a fine, shall be sent to the Unit Owner who may appear before the Board to explain the situation. Each subsequent violation will incur additional fines.
- E. In the event that a violation is of a continuing nature, the Board shall be entitled to levy as a fine for each day that the violation remains an amount not to exceed \$25.00 per day.
- F. A Unit Owner who receives a notice of violation has the opportunity to appear at a Board meeting to challenge an alleged violation. If the Unit Owner does not appear at the Board meeting, the allegations will be deemed admitted.
- G. After consideration of the facts, the decision of the Board shall be final and binding on all parties, and the Unit Owner shall be notified in writing of the Board's determination.
- H. Fines are payable no later than ten (10) days after levied.
- Retaliation, intimidation, or any act of aggression toward another Unit Owner for any reason is considered a serious violation and is punishable by a \$500 fine per occurrence.
- J. In the event that the Board is forced to consult with its attorney or involve its attorney in any enforcement effort, all attorney's fees and costs will be billed back to the Unit Owner.
- K. The Schedule of Fines and Fees appears on page 10.

Adopted April 17, 2013

#### The general **Schedule of Fines** for each violation will be as follows:

First violation	Verbal Warning	
Second violation	Written Warning	
Third Violation	Notice of Violation & \$100	
Fourth Violation	Notice of Violation & \$200	
Continued Violation	\$500. Each month continued	
	violation \$25 per day	

#### The **Schedule of Fees** will be as follows:

\$ 75.
\$100.
\$ 15. per key
\$ 25. the set
\$ 25.
\$ 50.
\$300.
\$ 100.
\$ 40.
\$ 45.

Adopted April 17, 2013 Page 10

## **APPENDIX OF FORMS**

Copies of these forms are also available on the HOA website: http://www.gatewaycentrecondos.org

**Resident and/or Owner Information Form** 

**Resident Vehicle Registration Form** 

**Pet Registration Form** 

**Condominium Insurance Form** 

**Move In/Move Out Form** 

**Checklist of Forms and Summary of Fees** 

Adopted April 17, 2013 Page 11

## **RESIDENT AND/OR OWNER INFORMATION FORM**

Check one:	☐ Resident O	wner 🗆 Own		t llete one form for ea	ich tenant.
NAME:					
UNIT NUMB	ERPAF	RKING SPACE	STORAC	GE UNIT	
MAILING INI	FORMATION				
Street					
Address		Unit	City	State_	Zip
BILLING INF Street	ORMATION (IF	DIFFERENT FROM	M ABOVE)		
		Unit	City	State_	Zip
CONTACT IN	FORMATION				
Home Phone	e	Work Phone	<u>.                                    </u>	_Cell Phone	
Email		Other Phone			
EMERGENCY	/ INFORMATION	I			
This person	must have keys	to your unit and	l can be contact	ted in case of an em	ergency.
Name					
Phone		Cell Phone			
By signing th	nis you are givin	g the HOA perm	ission to get in	touch with the eme	gency contact
to gain acces	ss to your unit <u>o</u>	nly in an emerg	ency.		
Signature:					
			Date:		

Please return this form to the HOA mailbox.

GALLERY @ GATEWAY CENTRE HOMEOWNERS ASSOCIATION
515 Main Street West Chicago, IL 60185
http://www.gatewaycentrecondos.org 630-293-8040
info@gatewaycentrecondos.org

## **RESIDENT VEHICLE REGISTRATION FORM**

Resident		Unit	
Vehicle Information #1			
Owner		Unit	
<u>Year</u>	Make		Model
Color		Plate Number	
Vehicle Information #2			
Owner		Unit	
<u>Year</u>	Make		Model
Color		Plate Number	
Vehicle Information #3			
Owner		Unit	
<u>Year</u>	Make		Model
Color		Plate Number	
Signature		Date	
Submit a copy of your cur	rent State of	Illinois registration.	
Return this form and the required documents to the HOA.			

GALLERY @ GATEWAY CENTRE HOMEOWNERS ASSOCIATION
515 Main Street West Chicago, IL 60185
http://www.gatewaycentrecondos.org 630-293-8040

### PET REGISTRATION FORM

Pets must be re-registered each January 1 and the annual fee paid.

Name of Pet	Owner		Unit		
Number 1					
Type of Pet:	□Dog □Cat □C	Other (Please Specify)			
Name		Breed		Male	☐ Female
Color		Weight		_Age	
Number 2					
Type of Pet:	□Dog □Cat □C	Other(Please Specify)			
Name		Breed		□ Male	☐ Female
		Weight			
Number 3					
Type of Pet:	□Dog □Cat □C	Other(Please Specify)			
Name		Breed		Male	☐ Female
Color		Weight		_Age	
will be respon	_	the pet(s) listed on this and their actions. See S			
Signature			Date		

GALLERY @ GATEWAY CENTRE HOMEOWNERS ASSOCIATION
515 Main Street West Chicago, IL 60185
http://www.gatewaycentrecondos.org 630-293-8040
info@gatewaycentrecondos.org

#### **CONDOMINIUM INSURANCE FORM**

Unit Owners are personally responsible for obtaining coverage for their Unit and for personal liability. In accordance with Section 12 of the Condominium Act, said insurance must include coverage for the deductible of another owner's whose Unit was damaged by the other Owner, any damage occurring to the Unit, replacement of improvements and betterments and the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings within the Unit. The Gallery@Gateway Centre Home Owners' Association must be listed as an additional insured on a personal policy. Unit Owners must provide the Board with a copy of their insurance declaration page annually and when any insurance coverage changes. Renters must also carry renter's insurance. (Item 4A of the Rules and Regulations.)

In order to comply with the above regulations please complete the form below and attach a copy of your insurance declaration page.

Name

Unit

Insurance
Carrier

Policy Number

Coverage Period

Complete this form annually or when your policy is renewed or changed.

Return this form to the HOA mailbox.

GALLERY @ GATEWAY CENTRE HOMEOWNERS ASSOCIATION
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http://www.gatewaycentrecondos.org 630-293-8040

## Move In/Move Out Form

This form must be delivered to the HOA mailbox no less than 7 days prior to the move. A \$300 cashier's check or money order made payable to the Gallery@Gateway Centre Homeowners' Association is required from the Unit Owner(s). If no damage is found after the Board inspection, \$250 will be returned to the Unit Owner(s). A \$50 administrative fee will be deducted.

□Move	Out Date(s) of Move		
Name	Unit Number		
<u>Forwardir</u>	ng Address		
City	State Zip		
_ _	If renting, return Unit keys, trash room key, security key, and garage door opener to the owner.  If Owner, give Unit key, trash room key, security key, and garage door opener to new owners or renters.		
□Move	In <u>Date(s) of Move</u>		
Name	Unit Number		
_	Get Unit keys, trash room key, security key, and garage door opener from the owner		
	keys from HOA( info@gatewaycentrecondos.org)  Contact HOA (info@gatewaycentrecondos.org) to arrange for programming into security system.		
	Complete the following forms:		
	<ul> <li>Resident information</li> </ul>		
	o Pet Registration		
	Vehicle information. (Proof of registration )		
	<ul> <li>Condo Insurance (Proof of condo insurance)</li> </ul>		

GALLERY @ GATEWAY CENTRE HOMEOWNERS ASSOCIATION
515 Main Street West Chicago, IL 60185
http://www.gatewaycentrecondos.org 630-293-8040
info@gatewaycentrecondos.org

### **CHECKLIST OF FORMS AND SUMMARY OF FEES**

#### **Checklist of Documents**

Move In/Move Out Form (Pay with a cashier's check or money order.)
<b>Vehicle Registration Form</b> (Include a copy of the Illinois registration.) (Due at Move-in or when new vehicle is obtained.)
<b>Condominium Insurance Form</b> (Provide a copy of your declarations page. (Due at Move-in and at renewal of policy.)
Pet Registration Form (\$100 per pet due annually January 1)
Resident Information Form (Due at Move-In)

#### **Summary of Fees**

Unit Sale Document Preparation	
Fee. In addition to any attorney's	\$ 75.
fees and costs.	
Garage Door Opener	\$100.
Garbage Key/Security Key	\$ 15. per key
replacements	\$ 25. the set
HOA Information Replacement	
Packet	\$ 25.
(Bylaws, Rules, and Declaration)	
Late assessment fee	\$ 50.
Move-in/Move-out Fee.	\$300.
(See Move-in/Move-out)	
Annual Pet Registration Fee	\$ 100.
(per pet)	
Returned check fee	\$ 40.
Unit Owner Lease Fee	\$ 45.

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