

## West End Building Rules and Regulations

This rider is attached to and made part of lease dated \_\_\_\_\_ between Lessor and Tenant. In the event this rider conflicts with any provision of the lease, the rider shall prevail.

- 1) Lessor is not an insurer of Tenant's possessions and Tenant understands that it is their responsibility to obtain insurance for their possessions, commonly known as renter's insurance.
- 2) The tenant is responsible for notifying management immediately should an item within your apartment require repair. In addition to damages caused by Tenant(s) or their guests, damages that are the result of a failure or delay in notifying management of the needed repair may be charged to the tenant.
- 3) Passages, public halls, stairways, and landings shall not be obstructed or used for any purposes other than entry and exit from the building, nor shall anyone be permitted to congregate or play in or around the common interior area of the building. All personal possessions must be kept in the apartment.
- 4) All furniture, supplies, goods, and packages of every kind shall be delivered through the rear of the building.
- 5) Carriages, bicycles, sleds, and the like are not allowed in the stairways or halls of the building, balconies or rear porches and are only to be stored in your apartment or areas specified for such purpose.
- 6) Garbage must be regularly removed from apartments and deposited in the garbage receptacle(s) for pick up on a regular basis. Appropriate refuse bags (paper or plastic) should be utilized. If the receptacle is full, do not leave open trash on the ground etc. Management should be notified immediately if there is insufficient space for garbage disposal so that an alternative, temporary refuse container may be set up. Tenants or their guests are not to litter (drop paper, wrappers, cigarette butts, etc.) in or around the premises, including, but not limited to, the parkways, courtyards, gangways, lobbies, hallways, laundry rooms, etc. Litter should be deposited in waste baskets.
- 7) No sign, signal, illumination, advertisement, notice, or any other lettering or equipment shall be exhibited, inscribed, painted, affixed, or exposed on any part of the outside or inside of the building, unless approved in advance by the management office. An exception will be made for reasonably sized signs for political candidates.
- 8) No awnings or other projections, television or radio antennas, or wiring, shall be attached or extended from beyond the outside walls of the building.
- 9) No waste receptacles, supplies, footwear, umbrellas, or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung or shaken from the windows or balconies or placed upon the outside window sills.

- 10) No loud noises are allowed which disrupt other tenants' or neighbors' peaceful enjoyment of their home. Noises should only be audible within a tenant's own personal unit. Loud noises include, but are not limited to: Stereos, radios, televisions and conversation, yelling, etc. Quiet hours are: After 10:00 p.m. – Sunday through Thursday nights until 8:00 a.m. Monday through Friday mornings; and After 11:00 p.m. – Friday and Saturday nights until 9:00 a.m. Saturday and Sunday mornings.
- 11) Each tenant is responsible and shall be held accountable for the behavior of any and all visitors. Bad company can cause your eviction.
- 12) The use of grills in the apartments and on the balconies of the property is prohibited.
- 13) No waterbeds or liquid furniture are allowed.
- 14) Pets will be permitted in accordance with the Jackson Square at West End Pet Policy, attached hereto as Exhibit A. Violations of this Pet Policy, as described in Exhibit A, Paragraph B, 12 can serve as grounds for termination of your Lease.
- 15) Clothes washers and dryers and dishwashers are not allowed in individual apartments unless utilities and/or appliances specifically designed to support and connect to washers, dryers and dishwashers are in the apartments.
- 16) The tenant shall not alter any lock or install a new lock or a knocker or other attachment on any door of the apartment without the written consent of the Lessor. Do not give keys to non-building residents.
- 17) A lock out fee shall be charged if building personnel is requested to open tenant's door after office hours. Such fee shall initially be \$30.00, but may be increased in the Lessor's sole discretion provided that any increases shall be posted, and provide for a 30 days comment period.
- 18) Drug use will not be tolerated. The lease of any tenant involved in the use, trafficking, storing, purchasing, selling, or manufacturing, of any controlled substance within the tenant's unit, in the common areas, or within the property immediately surrounding the premises will be immediately terminated. There will be no consumption of alcohol in the common areas of property or the area immediately surrounding the premises. Alcohol consumption is to be confined to one's own apartment.
- 19) Your apartment is equipped with a permanent, hard-wired, electric smoke detector for your safety. Ask your Resident Manager for a demonstration if you are unclear as to its use and upkeep. There is also a sprinkler system in your unit. Please do not tamper with these systems. You must inform the Resident Manager in the event that any of the above stated systems become damaged or inoperable.
- 20) Replacement bulbs are your responsibility – please make sure you use the same wattage (size/type) or less. Use of large-wattage bulbs can become a fire hazard.

- 21) Your lease is a legal document, enforceable by law. Breaking your lease will be treated seriously by East Lake Management Group, Inc. and legal consequences will result.
- 22) Gang activity will not be tolerated. Tenants sporting gang paraphernalia (dress, caps, colors, etc.) will be subject to eviction. Tenants are responsible for their activities and actions and that of their guests. Tenants are not to be involved in any gang activities. Failure to follow these rules will result in termination of your lease.
- 23) Loitering in or around the property in common areas or public areas immediately adjacent to the property will not be tolerated. The term "loitering" refers, but is not limited to, sitting on cars parked in front or to the side of buildings, congregating in the courtyards, gangways, or on the sidewalk in the front of the building or in the alleys behind the building.
- 24) **DO NOT USE YOUR COOK TOP BURNERS OR OVEN FOR HEAT, THIS IS A SERIOUS FIRE HAZARD.** Contact Management if you have heat problems.
- 25) Playing in common areas of the building (i.e. hallways, lobbies, courtyard, gangways, front and rear stairwells, parkways) is not permitted. Swinging in trees or riding bicycles in the common areas, on the sidewalks, or in a parkway, in violation of the City of Chicago Ordinance relating to bicycle traffic is not permitted. Tenants and their guests must not infringe on the rights of other tenants or neighbors including, but not limited to, being disrespectful of other's rights to enjoy peace and quiet in their homes, yards, and common areas. Trespassing on other properties will not be tolerated. Tenants who are parents or legal guardians of a minor(s) are responsible for adequately supervising such minors both inside and outside of their apartment, enforcing curfew and truancy laws in accordance with the City of Chicago Ordinances and for any actions which may cause damage (financial or otherwise) to the building property, other tenants' property, or the property of neighbors.
- 26) **NO SMOKING** is allowed in all common and individual living areas in all buildings. This includes, but is not limited to, lobby, elevators, vestibule, hallways, stairwells, etc.
- 27) East Lake Management Group, Inc. reserves the right to inspect every tenant's unit with 48 hours notice.
- 28) Please refer to your Check-in/Check-Out form for a schedule of charges pertaining to repairs or cleaning made necessary by damage beyond normal wear and tear. Your Resident Manager will be inspecting your unit, with 48 hours notice, periodically throughout the year. Damage noted must be corrected at that time, and charges will be billed to you.
- 29) Tenants and their guests shall park their automobiles and/or motorcycles in the designated parking areas of the building. Vehicles must be parked between the lines. Parking areas shall not be used for the parking or storage of boats, trucks, campers, or any recreational vehicle without written consent by the lessor. Semi trucks and trailers

are not to be parked in the parking lot, except for deliveries and pickups. Washing or working on a vehicle is prohibited, a \$50.00 fine will be assessed if found violating this rule. Illegally parked vehicles, abandoned vehicles, and vehicles without current license plate, tags and/or invalid registration will be towed at owner's expense. Tenants are limited to one parking spot per apartment. All vehicles must be registered with lessor.

BY SIGNING BELOW, I REPRESENT THAT I HAVE RECEIVED A COPY OF AND AGREE TO THE ABOVE RULES AND REGULATIONS. BY SIGNING BELOW, I ALSO ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE RULES AND REGULATIONS.

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
**East Lake Management Group, Inc.**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Co-Tenant (if applicable)**

\_\_\_\_\_  
**Date**

## ***EXHIBIT A TO BUILDING RULES AND REGULATIONS***

### ***West End PET POLICY***

#### **I. Background**

The following Pet Policy is in accordance with 24 CFR 960.707. This policy refers to common household pets such as dogs and cats. All Residents who desire to keep a pet must obtain the prior approval of Management and only do so in strict accordance with the procedures set forth in this Pet Policy.

#### **II. Policy Statement**

##### **A. Ownership of Pets**

1. Pet ownership by Residents is subject to reasonable requirements and limitations as described in this policy and the rules outlined below. It is the Resident's responsibility to read and follow the rules and regulations contained in this policy. Violation of this policy will be cause for termination of your Lease.
2. Dog and Cat Ownership: Breeds of canine used for attack or defense purposes such as, but not limited to, Rottweilers, Pit-bull Terriers, Doberman Pinschers and German Shepherds are not eligible for residency in the Property and will not be allowed except for specially trained animals assisting disabled persons. Overly aggressive cats, with a known or suspected propensity, tendency or disposition to unprovoked attacks, will be excluded. Dogs and cats may not exceed 35 lbs. and 15 lbs., respectively and must be spayed or neutered.
3. Elderly and/or persons with disabilities in need of auxiliary or assistive animals or pets for emotional/functional support shall have the opportunity of owning a qualified auxiliary or assistive household pet limited to a size comfortably accommodated within their respective unit.
4. Birds and Fish Ownership: Management approval is required for common birds in a cage or fish in an aquarium at any property. The number of birds in a unit shall not exceed two (2), and no fish tank shall exceed twenty (20) gallons in size. Certain types of birds (e.g., Hawks, Eagles, Condors, Pigeons, etc.) are not allowed.
5. Other Small Caged Animals: Management approval is required for common small caged animals, such as gerbils, hamsters, rabbits, but limited to one small caged animal.

6. **Pets Not Permitted:** Exotic animals are excluded from the Property by this Pet Policy (e.g., snakes, lizards, iguanas, wild animals such as wolves and big cats, etc.). Also excluded are declared dangerous or illegal animals in the U.S. (such as piranhas) There are no exceptions.

#### B. Rules for Pet Ownership

1. **For All Pets:** A nonrefundable pet application fee must be paid at the time the pet application is submitted (e.g., one pet application fee for each of the following: a dog, a cat, an aquarium of fish, a pair of birds, etc.).
2. **Documentation is necessary at the time of application:** For dogs and cats, the Resident must submit the following—Registration, inoculation receipt, identification tag, verification that the pet has been spayed/neutered or a letter from a veterinarian giving a medical reason why the procedure was not performed and, if necessary, a certificate from a knowledgeable professional regarding “medical need” for ownership of a pet. A pet owner must be capable of taking care of a pet and is required to maintain a name of a person who will assume immediate responsibility for the pet in case of illness/emergency of the pet owner or extended absence from the dwelling unit.
3. **Once the pet application is approved by Management, the Resident shall pay a pet deposit. The application can be approved only if the household is lease compliant. The pet deposit shall be kept together with the Resident’s security deposit, if any. A receipt shall be given to the Resident and a copy kept in the Resident’s file.**
  - a) **Birds/Fish:** Resident shall pay a pet deposit of \$50 for each type of pet. This deposit must be paid at the time the Lease is signed (e.g., \$50 pet deposit for an aquarium of fish and/or \$50 pet deposit for a pair of birds or other small caged animal such as a gerbil, hamster, etc).
  - b) **Cats/Dogs:** Resident shall pay a pet deposit of \$100 (e.g., \$100 pet deposit for a dog and \$100 pet deposit for a cat). The Resident shall have the following options to pay the pet deposit:
    - i. The entire \$100 paid at the time the Lease is signed or pet approval for the unit is granted, or
    - ii. \$50 paid at the time the Lease is signed or pet approval for the unit is granted and the remaining \$50 paid in two (2) installments of \$25. Each installment of \$25 is due the first of the month for the two months immediately following the signing of the Lease or the pet approval for the unit is granted.

4. Residents who require a pet as a result of a medical verification of a need for emotional/functional support, or a person with a disability, must also abide by the rules for pet ownership and any applicable deposits or fees.
5. Only one (1) pet (cats and/or dogs) excluding fish and birds may be kept in any one apartment. Cats are limited to 15 pounds. Dogs are limited to 35 pounds and 24 inches in height from the floor to the top of their head. Auxiliary aid or assistive animals are exempt from the height and weight limitation.
6. In compliance with Municipal Code S7-12-160, "Rabies Inoculation of Animals," every dog and cat must wear a valid rabies tag. All pets must also wear a tag bearing the owner's name, address and phone number.
7. All dogs and cats over six months of age must be spayed/neutered unless a letter is received from a licensed veterinarian giving medical reason why such is detrimental to the pet's health.
8. At the time of annual re-examination, every pet must be registered with the Property Manager. Registering your dog or cat requires proof of up-to-date inoculations, identification tag and verification that your pet has been spayed/neutered or a letter from a veterinarian giving medical reason why procedure was not performed.
9. Every dog and cat must be kept in a clean and neat manner. Every pet owner will be responsible for proper disposal of fecal waste of his or her pet. In accordance with City Ordinance S7-12-420, Removal of Animal Excrement, the excrement of any animal curbed on the Property must be removed and disposed of immediately. Owners of auxiliary aid or assistive animals must meet this requirement on their own, with assistance, or as part of a reasonable accommodation.
10. In accordance with Lease, pets may not make noise which disrupts the peace of the Development.
11. Pet owners are liable for any damage caused by their pet.
12. Violation of this Pet Policy two (2) times within a twelve-(12) month period will be grounds for termination of your Lease. However, if one of the two violations is for Item 7 and/or Item 8 above and the compliance terms are met, the number of violations will be rolled back by one.
13. No dogs and no cats are allowed in building areas where nutrition centers are located. Auxiliary aid or assistive animals used for the sight or hearing impaired are exempt from this restriction.

14. Pets will not be permitted in common areas, i.e., solariums, craft rooms and TV lounges, etc. Lobby areas are available to pets for ingress and egress only. Auxiliary aid or assistive animals used for the sight or hearing impaired are exempt from this restriction.
15. While pets are outside of the apartment and in building common areas (e.g., elevators, hallways, lobby, etc.), they must be under the control of a responsible person at all times whereby they are either kept on a leash and tightly reined, carried in your arms or in an appropriate animal cab.
16. A pet that bites or attacks a Resident or Employee shall be subject to the mandates set forth in municipal Ordinance S7-12-050 of the City of Chicago regarding Dangerous Animals. If the owner wishes to maintain residency, the owner will have to remove the offending animal from the property.
17. Visitors (non-Residents) on the Property are allowed to have Auxiliary aid or assistive animals only.

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