

WESTHAVEN PARK TOWER RENTAL

RULES AND REGULATIONS

Since this apartment community is your home, we ask that you assist the Management Team in keeping up the community appearance. With your help, we can have an attractive and safe place in which to live, raise your families, and entertain your guests. We ask that you abide by the following policies to maintain an attractive community as well as a safe environment for you and your family.

BALCONIES

1. Each resident is required to maintain his balcony in a neat and orderly condition.
2. Only electric grills (charcoal or propane gas grills are prohibited), outdoor/patio furniture, and potted plants in appropriate receptacles that will prevent the spilling of irrigation water are permitted on balconies. The Association Board maintains the right to regulate or prohibit the amount and type of landscaping, furniture or other items that may be placed on the balcony.
3. Hanging clothes, clotheslines, rugs, bedding and the like on balconies is prohibited.
4. Unit Owners, residents and guests are prohibited from securing any items or fixtures to any balcony above the balcony or balconies associated with their Unit. Notwithstanding the foregoing, the Association permits reasonable seasonal decorations.
5. The use of balconies as a holding area for pets is prohibited. No one shall keep a pet on the balcony unattended for extended periods or overnight.
6. The construction of any structure or fence on a balcony is prohibited.
7. Flower planter and boxes shall be securely attached to the inside of balcony railings in the appropriate receptacles to prevent the spilling of irrigation water.
8. Nothing, including but not limited to cigarette butts, may be thrown or intentionally dropped from a balcony.

COMMON AREAS / ELEMENTS

Common areas are for the use of all Residents of Westhaven Park Tower with the following restrictions:

1. Smoking is prohibited in any common area in the building including the entrances and lobby areas, elevators, hallways, stairwells, storage locker rooms, exercise equipment rooms, and the indoor parking garage.
2. Residents are responsible for the conduct of their family and for the conduct of their guests inside the apartment or outside in the common areas. Please do not leave bicycles, toys, tricycles, grills, chairs and other personal items on sidewalks, in front of the apartment door, in the laundry room, or on any other part of the community property. These items can be a potential hazard to the safety of others, are unattractive, and are an inconvenience to neighbors.
3. Residents shall not tamper with the fire hoses, smoke detectors, emergency lighting systems or other life-safety equipment in common areas.
4. Residents shall not shake out rugs, mops, brooms, dust cloths, or other items on balconies or common areas within the buildings.
5. Children and dogs are not permitted to play in any common area within the buildings.
6. Residents shall not attach any fixtures to common areas including, but not limited to, satellite dishes, wires, or antennas without written approval of the Board of Directors.
7. Residents are not permitted to decorate or place any objects on walls, floors, doors or ceilings in any common area, except where expressly permitted in these Rules and Regulations, without the written approval of the Board of Directors.
8. Residents may put seasonal decorations on their door secured by no more than one small nail. The door must be restored to its original condition following removal of any decorations at the expense of the resident responsible for its original installation.

9. Residents may place a doormat at the foot of their Unit entrance door. They shall not store any other objects in the hallway; including but not limited to shoes, boots, umbrellas, empty boxes and garbage bags.
10. Owners, residents or their guests shall not damage or vandalize common areas or limited common elements. Unit Owners will be held financially responsible for the repair of both interior and exterior common areas and limited common elements damaged by their tenants, family members, employees, agents, delivery persons, guests or pets.
11. Throwing balls or Frisbees on the parking lots is not allowed.

COMPLAINTS

1. Complaints and notice of violations must be reported in writing to the Management Office.
2. The complainant may be required to appear at a Board hearing to testify about the complaint.

CONSTRUCTION, ALTERATIONS AND REMODELING WITHIN INDIVIDUAL UNITS

1. Residents are not permitted to construct, alter, or remodel their unit without advance written permission from the Management Office.
2. Residents may not paint, install wallpaper, contact paper or change the color of the blinds without written approval from Management. All window coverings that can be seen from the outside should be attractive and have a white or beige backing. Sheets, blankets, aluminum, foil, plastic, and other such items are not acceptable window coverings.

CURFEW

All residents must adhere to local curfew laws for children 16 years of age or under. Curfew hours are Monday through Thursday, 10:00 PM, and Friday, Saturday and Sunday, 11:00 PM.

EMERGENCIES

An emergency service number will be made available for use after office hours. Emergencies include, but are not limited to, fire, flood, no electricity, no heat, no hot water, no elevator service, gas leaks, loss of keys and other dangerous and hazardous conditions.

EMPLOYEES OF THE ASSOCIATION

Only the Management Office or the Board of Directors can give verbal instructions or work orders to any building employee.

EQUIPMENT AND SYSTEMS

1. All common area systems, including heating, air conditioning, ventilation and plumbing are to be used only for the purposes which they are designed and intended.
2. No resident may in any way interfere with the operations of these systems, nor may use them for their personal purposes.
3. Only Association employees may alter or adjust the settings of any common area systems or equipment
4. Residents shall not prop open doors for use of hallway air conditioning or heating.

FIRE SAFETY

Following are Rules and Regulations pertaining to Fire Safety:

1. Under no circumstances shall any person attempt to remove, dismantle, disconnect or otherwise disable smoke detectors, emergency lighting systems, fire sprinkler systems, fire extinguishers, fire hoses, or other life-safety equipment in common areas or within their Units.
2. No person shall use any common area fire extinguisher or fire hoses except in emergency situations.
3. Residents shall not tamper with smoke detectors or carbon monoxide detectors within their Unit. If one of these detectors malfunctions, the Unit Owner must immediately have it repaired or replaced.
4. Unit doors should not be propped open and left unattended. This poses a threat to the fire resistance rating of corridors and allows smoke and flames to reach the corridor or Unit unimpeded.
5. All electrical wiring in Units must conform with all applicable electrical codes. Electrical outlets must not be overloaded.
6. Except for reasonable quantities of ordinary household products, no hazardous materials may be stored in a Unit. This includes, but is not limited to flammable liquids, explosive, corrosive, biohazardous, poisonous, noxious or radioactive materials. No firearms or ammunition may be stored in a Unit unless the resident has an appropriate firearms permit or is a commissioned Law Enforcement officer.
7. Only electric grills are allowed for use on balconies. They should be monitored at all times during use.

GARBAGE CHUTES AND ROOMS

1. Use of garbage chutes before 6:00 a.m. and after 11:00 p.m. is prohibited. This is in consideration of Units located around the chutes.
2. All garbage must be securely bagged in leak-proof plastic bags or containers before being transported from Units or being deposited in the trash chutes on each floor.
3. Garbage chutes shall not be used to dispose of large boxes, rugs, brooms, and other large or bulky items. These items must be deposited directly into the dumpsters located in the first floor garbage rooms.
4. Residents are prohibited from disposing of cat litter, diapers, and similarly noxious smelling items except in bags or containers which contain such odors.
5. Residents are prohibited from disposing of burning, toxic, flammable, or other dangerous materials in the garbage rooms or down the garbage chutes.
6. Residents shall not dispose of any appliances, large furniture, construction debris, carpeting in the garbage room. Such items must be removed from the premises at Owner's expense.
7. No garbage is to be left in any of the small chute rooms.
8. Please remove any flammable items by taking such items to the dumpster. Do not use the chute for flammable disposal.

LOCKS

We supply a key to your apartment door and your mailbox. All keys are to be returned to the Management Office upon vacating the premises. Residents are not permitted to alter any lock or install any new or additional locks or attachments on the door.

Please be sure to keep your house key with you at all times. If you cannot gain entry into your apartment due to your negligence, our staff will let you in during office hours at a cost of \$5.00. After office hours and on holidays there will a charge of \$20.00 accessed for lockouts.

LOITERING

Loitering will not be allowed in areas posted by “No Loitering” signs.

MOVING

1. Residents must notify the Management Office not less than seven (7) days prior to any person moving in or out of their Unit. Moves must be scheduled with the Management Office.
2. Use of an elevator must be scheduled with management at least seven (7) days in advance. Elevators are reserved on a first come, first serve basis.
3. Moving in or out of a Unit may take place only during the following hours:

Monday -Friday	9:00 a.m. to 5:00 p.m.
Saturday	8:00 a.m. to 3:00 p.m.
Sunday and Holidays	No moves allowed.

4. To maintain building security during moves, entrance doors shall not be left open and unattended.
5. Moving vans and trucks cannot be parked to limit entrance to a driveway or parking spaces.
6. If dollies are used, they must have rubber wheels to prevent any damage to floors and stairs

NOISE

7. Residents and their guests shall not permit excessive noise that disturbs other residents to emanate from any Unit.
8. Residents should advise their guests that disturbing the peace and quiet of the neighborhood will not be allowed. Repeated disregard may lead to the termination of your residency.
9. Residents and their guests shall not permit parties or social gatherings to take place in, or guests to congregate in, any part of the Common Areas, other than the meeting room.
10. Residents and their guests making use of balconies after 11:00 p.m. shall not permit excessive noise that disturbs other residents.
11. Quiet hours (generally from 11 p.m. to 6 a.m.) are presumed to refer to garbage chutes, balconies and all other limited common element areas. Unit Owners, residents and their guests should exercise due consideration of the community and their neighbors in particular when engaging in loud activities.

PARKING AND USE OF MOTORIZED VEHICLES

1. All vehicles must be registered with the Management Office. A parking sticker for WHP Tower Rental must be displayed in the rear window of your vehicle. All residents shall adhere to Management’s Parking Policy.
2. Parking spaces shall be used solely for the parking of automobiles and motorcycles.
3. Unit residents and their guests shall park no more than either one automobile and one motorcycle or two motorcycles in any single parking space.
4. Unit residents and their guests are prohibited from parking on the Association premises except in parking spaces allocated to such resident's Unit.
5. Any vehicle, except those approved by the Board or management, parked unattended in any place other than a designated parking spot will be towed at the Owner's expense. Neither the Board nor management is responsible for any damage to the vehicle caused by towing.

6. Parking or storage of campers, recreational vehicles, heavy equipment and commercial vehicles on Association premises is prohibited.
7. There is a 5 MPH speed limit on all Association property.
8. No automotive repairs may be performed in parking areas. Motor oils, other engine fluids, and auto parts may not be disposed of on premises. It is a federal crime to dispose of motor oil down the sewer, in the rubbish, or on the grounds.
9. All automobiles must enter the parking areas under their own power. They may not be pushed or towed into the garage.

PAYMENT OF RENT

1. Rent is due and payable on or before the first (1st) calendar day of the month and considered delinquent if not received by close of business on the fifth (5th) calendar day of the month.
2. Management shall ensure that the residents receive their rent statements on or before the first (1st) day of the month. On the sixth (6th) day of the month, the Management will generate a delinquency report and send individual letters notifying delinquent residents of the need to achieve zero balance within three days from receipt of letter. All residents who have not paid rent by the 5th of the month will be charged a late fee of \$10.00 for the first \$500 of rent due for the month plus an additional five percent (5%) of rental amounts due for the month in excess of \$500. For those families whose primary source of income consists of public benefits, such as IDHS payments or social security payments, and who receive their monthly check after the fifth of the month, Management shall not assess a late fee until eight days after the date of their monthly check. In addition, management shall accept payment of rent on behalf of the resident by homeless prevention and other programs when necessary to prevent eviction.
3. Partial payment of rent will not be accepted unless the Resident and Management enter into a stipulation of settlement agreement and outlines payment terms that, at a minimum, require one-half of the amount due be payable upon signing the agreement with the balance to be paid within a four month period.
4. If the resident has not paid the rent and any late charges when due, management will serve upon the resident a termination of tenancy notice allowing the resident 14 days to pay the rent due. Late charges are not rent and cannot be demanded in the 14-day notice; failure to pay late charges cannot be a basis for an eviction action.
5. Subject to the grievance procedures for PHA units, and if the resident has not paid the rent within the 14 days allowed in the termination of tenancy notice or has not entered into an acceptable payment plan with management pursuant to paragraph (c) above, , a lawsuit for rent and possession can be initiated no earlier than expiration of the 14-day notice.
6. Please mail or bring your check or money order (NO CASH PLEASE) made payable to WHP Tower Rental to:

WHP Tower Rental

Chicago, IL 60612

PETS

No dogs, cats or other household animals are allowed on the premises except with the written consent of Management, which will be given in accordance with Management's Pet Policy and state and federal law.

RESIDENT INSURANCE

We strongly recommend that you contact an insurance agent to obtain details concerning Apartment Renters' Insurance, Household Goods and Liability Insurance, or some other similar policy to cover your personal belongings against vandalism, fire, burglary, and certain weather damage as well as personal liability. Our insurance does not cover personal belongings or liability, however, if damage is due to Management negligence or intentional conduct, a damage claim may be completed at the Management Office.

STORAGE

Storage rooms shall be used solely for the storage of personal property of the Resident. Storage lockers are limited common elements that are assigned to a specific unit. Residents understand that they may only use the locker assigned to their own unit. Any attempt to use or store items in another locker is trespassing. The resident who trespasses into a locker not belonging to them assumes the liability and risk of damage or loss of possessions. All claims for loss and damage must be directed to the resident's homeowner's insurance.

1. The Association, its employees or agent are not liable for any damage or loss for any reason including but not limited to fire, water damage or theft of any items stored in the lockers. All claims must be addressed to the resident's insurance.
2. Any items left in the aisle or outside the locker will be presumed abandoned and will be disposed of by the maintenance staff. Placing notes or names on the items will not prevent the disposal of such items. No attempt will be made to notify the owner.
3. The resident will not store any flammable, corrosive or dangerous materials in the storage locker. The resident will not store any items that are deemed controlled, dangerous or illegal by the municipal, state or federal law.
4. The resident understands that these lockers are not climate controlled and cannot be used to store perishable items.
5. Bicycles must be stored in either the storage area or unit.

UTILITIES

Upon your move-in, you must notify all applicable utility companies that you will assume payment for utilities beginning on your move-in date. In addition, all utilities that are the tenant's responsibility will require a utility transfer to be completed. A utility transfer is a form that declares that the day you move in is the day you assume the utility payments for your apartment.

VACUUM CLEANER

In order to assist Residents in maintaining their units as provided in the lease, Management will make available vacuum cleaners for residents who wish to use them to vacuum their carpets. Residents must return the vacuum cleaner within three (3) hours of receiving it. They must be signed out and residents are responsible for them. Photo identification or a \$20.00 deposit is required.

WINDOWS

**DRAFT for Public Comment Period – Not for official use
Friday, October 29, 2004 – Monday, November 29, 2004**

1. Posters, banners, advertisements, and signs shall not be displayed in Unit windows. Political posters may be placed in windows for up to 45 days prior to an election and must be removed within 10 days after the election has taken place.
2. No resident may cover their windows with newspapers or magazines at any time.

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