

Rules and Regulations

Morgan Town Loftominiums

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**MORGAN TOWN LOFTOMINIUM
CONDOMINIUM ASSOCIATION
22 NORTH MORGAN
CHICAGO, IL 60607**

RULES AND REGULATIONS

INSURANCE

Each Owner is encouraged to obtain and maintain homeowners insurance coverage on their personal furnishings and other items of personal property kept in their unit or anywhere else on Association property.

MOVE IN/OUT PROCEDURES

The following procedures must be followed to ensure that Owners/residents are minimally inconvenienced.

1. Move in/outs must be scheduled with the management company at least five (5) business days in advance of the move. Owners will be subject to fees and fines for moving without written authorization.
2. Move Fee of Three Hundred Dollars (\$300) must be submitted to the management company prior to move in date.
3. A move in/out damage deposit in the amount of Three Hundred Dollars (\$300.00) is required. This deposit is to be submitted in the form of a personal check payable to the Association. The damage deposit is to be submitted to the management company and will be returned (less any repair damage to the common elements incurred by either move) after the management agent has determined that no damage was done during the move.
4. Moves will be scheduled and conducted between the hours from 8:00 a.m. through 6:00 p.m. Monday through Friday, or 10:00 a.m. through 6:00 p.m. Saturday and Sunday.
5. Owners are responsible for any damage done to common elements in the course of moving in or out of the building.
6. No entrance doors shall be propped open at any time unless attended, including during moves. (See SECURITY)
7. The management company must be informed immediately of the completion of the move.

SALES

1. Each Owner must submit to the Association, through the management company, written notice of intent to sell their unit. This notice must be submitted within ten (10) days following going under contract on the sale of the unit and a minimum of 30 days prior to the closing date.
2. Each Unit Owner is required to complete an association members form prior to move in, which shall include full names of all residents, mailing address, telephone number, fax number (if applicable), and e-mail address (if applicable) as well as the same information for emergency contact. Owners intending to lease their unit shall provide both their information, and their lessee's information.

LEASES / RENTING

1. All leases must be for a period of at least **twelve (12)** months but no longer than two (2) years. A copy of the executed lease must be submitted to the management company no later than ten (10) days after the lease is signed, or prior to occupancy, whichever comes first.
2. No lease, sublease or assignment may be for less than all of a unit.
3. All leases, subleases and other agreements must be written.
4. No unit may leased or subleased for transient purposes.
5. The Morgan Town Loftominium Condominium Rules shall be applicable to any person leasing a unit and shall be deemed to be incorporated into the lease. Any failure of the lessee to comply with the terms of the Rules adopted by the Board, shall be in default under the lease. Leasing a unit does not relieve the Owner from its obligation under the Declaration and By-Laws. The Owner must provide any lessee with this information. The Owner shall provide any tenant with a copy of the Association's Declaration, By-Laws, and Rules.

ASSESSMENT PAYMENT

1. All assessment payments are due in the management company office on the first of each month. Any payment received after the first of the month will be deemed a "late" payment.
2. A late payment charge of **\$75.00** will be imposed if any account balance is still outstanding on the 15th of the month.
3. If any Owner is more than forty-five (45) days delinquent, such Owner shall be referred to legal counsel for the filing of an eviction lawsuit.
4. Pursuant to Section 8(a) of Article VI of the By-Laws, if any Owner is more than sixty (60) days delinquent in monthly assessments, all other monthly assessments due for the calendar year shall, at the option of Board, accelerate and become immediately due and payable.
5. If any Owner submits a check for payment and that check is returned due to insufficient funds, the Association will assess a \$75.00 returned check fee and may require that all future payments be made in the form of a money order or cashier's check.

UNIT HVAC SYSTEMS

Each Owner is solely responsible, at his or her own cost and expense, for the maintenance, repair, and replacement of the HVAC equipment and hot water heater located in his or her unit.

SECURITY

1. Security is the responsibility of all Owners/residents.
2. Doors that lock must be closed and locked when not in use. If a door fails to close completely, the management company should be notified immediately.
3. Keys to the building are not to be given to trades people, delivery persons, and nonresidents renting parking spaces. Owners/residents are liable for any damage or loss resulting from the distribution of keys to the building.
4. Extreme care must be used in identifying people who are permitted access to the building.
 - a. Owners/residents must not buzz the main door open unless he/she knows the caller and wishes to admit him/her.

- b. Owners/residents should remember that unwanted outsiders may falsely represent themselves to gain entrance; and
 - c. Owners/residents should remember that unwanted outsiders often attempt entrance along with an entering resident.
- 5. No entrance doors shall be propped open at any time unless attended, including during moves. Owners/residents are encouraged to remove any such props that are in place.
- 6. Strangers roaming or loitering in the building or common areas should be reported to the police.

KEYS

- 1. Owners are not required to provide the management company with a set of keys. However, Owners and occupants should be aware that the Association does have the right to enter any unit for emergency repairs to the building mechanical systems. Under certain circumstances, an Owner may be responsible for costs incurred in entering the unit if keys have not been provided to management company. Owners will always be responsible for any damage to the door or locks caused by forced entry in such an emergency.
- 2. When an Owner sells a unit, it is the Owner's responsibility to turn over the keys to the new Unit Owner. When a unit is leased, it is the Owner's responsibility to see that their tenant has these keys and that these keys are returned upon move-out.
- 3. Under no circumstances are lessees of parking spaces to be given keys to the building.

DISTURBANCES / NUISANCE & NOISE

- 1. No activity shall be carried on in any unit, common element, or limited common element which may be or become an annoyance to other Owners/residents. Sound transmission from one unit to another is a problem in a building of this nature. Any loud noise or music may be considered a nuisance and a violation. In consideration of your neighbors, home repairs, construction work and hammering, pounding, drilling, loud music or televisions is prohibited between 10:00 p.m. and 8:00 a.m.
- 2. No sound may emanate from any unit in the building or anywhere else on the property which disturbs any other Owner/resident. Sound includes, but is not limited to, music, live or recorded, television, dog barking or other pet noises.
- 3. An Owner/resident hosting a party shall post a warning on the entryway bulletin board at least three days in advance. The Owner/resident should try to avoid allowing noise disturbances that carry through open windows and over roof decks. All noise must cease by 11:00 p.m. or result in a fine. Under no circumstances are Owner/residents' guests to occupy common areas during a party.
- 4. Drunken, disorderly, or offensive behavior on the part of any Owner/resident or their guest, physical or verbal abuse of any Owner/resident, or guest on the property shall be considered a nuisance and a violation, subject to legal action and association fines.

LOBBY, COURTYARD, CORRIDORS, AND STAIRCASES

- 1. No obstruction of common areas, corridors, or hallways is permitted.
- 2. Discarded mail, or other trash, is not to be left in the lobby, or other common areas.

3. Slamming of doors is prohibited.
4. Smoking is not permitted in any common element, indoor or outdoor, including lobby, courtyard, corridors, or shared staircases.
5. Walking on the roof is strictly prohibited except for repairs.
6. Common element doors are not to be left in an open or unlocked position. Owners/residents shall verify that all common doors are securely locked at all times.
7. Posting of personal signs in the common elements is not permitted, except on the entryway bulletin board. The Association will post all Association information in the glass case by the front entryway.
8. Any changes to names made to lobby mailboxes must not exceed the name slot that is an integral part of each box. No additional signs may be taped or otherwise attached to the exterior of the mailbox.
9. No pets are allowed in common areas except when accompanied by its owner. All animals must be leashed or caged when in common areas. No animals shall be allowed to defecate or urinate in common areas. Personal birdfeeders or spreading of bird feed are not permitted in the common areas without the prior approval of the Board. (See PETS)
10. Bicycles shall not be left outside the building, in common areas, lobby, courtyard, corridors, or outdoor stairways. Bicycles may only be kept in indoor stairways upon mutual consent of all Owner/residents sharing the stairway. All bicycles left in common areas will be removed at Owner/resident's expense.

SMOKE DETECTORS

1. The city of Chicago requires that all homes, including condominiums and apartments have working smoke detectors. The ordinance requires at least one smoke detector per living unit. The detector must be installed on the ceiling within fifteen (15) feet of each sleeping area. When detectors are wall mounted, they must be six to twelve (6 to 12) inches from the ceiling.
2. Each interior corridor has a smoke detector. If a detector is missing, damaged, or signals a low battery by intermittent beeping, please contact the management company immediately.

ROOF DECKS

1. No commercial signs are to be installed on roof decks, nor are wind chimes, bird feeders or similar items that may cause a nuisance to neighbors permitted.
2. Music or other noise that may disturb neighbors is not permitted on roof decks. (See NOISE)
3. All articles on roof decks must be either fixed to a permanent structure or of sufficient weight to withstand wind. Roof decks may be furnished in accordance with normal usage, tables, chairs, potted plants, etc.
4. Only propane gas barbecue grills are permitted on the roof decks. Outdoor fireplaces are not permitted on roof decks.
5. Owners/residents shall not leave pets unattended on roof decks.
6. Walking on the roof itself is strictly prohibited. No person or pet shall stray from the limits of their designated roof deck unless making repairs to furnaces or staircase doghouses.

7. Construction plans for improvements to the roof decks shall be submitted to the Board for approval prior to any work beginning. The Board may reject any plan on the basis of excessive dead load, pressure on the roof and wind load. The Board may require review of roof deck improvement plans at Owner's expense.
8. Each Owner shall be responsible for the installation of an appropriate protective deck to insure the integrity of the roof membrane and roof system and shall be responsible for any damage to the roof by puncture, distortion or otherwise.
9. Each Owner shall be responsible for the administration and cost of removing any and all improvements or personal property as may be required for any type of necessary maintenance, repair or replacement of the roof or any common elements.

RUBBISH REMOVAL

1. All garbage must be securely tied in plastic bags before being placed in garbage dumpsters.
2. The dumpster area must be kept free of all trash. All oversize trash should be boxed (if possible) and placed next to the dumpsters in the outdoor secured parking area, in the neatest manner possible. Owner/residents shall not block a parking space with oversize trash. Excessive/oversize trash removal (i.e. in the case of remodeling) shall be arranged directly with a rubbish removal company.
3. Refuse of any kind may not be left in any common area.
4. Dumpsters are not to be used between the hours of 11:00 p.m. and 7:00 a.m. Owners/residents shall open and close the dumpster lids carefully, taking care not to cause excessive noise, and respecting fellow residents.

PETS

1. Dogs under forty (40) pounds, cats, birds, fish, and caged small rodents (i.e. hamsters, guinea pigs) may reside in units. Any other animal must be approved by the Association through submission to the management company. The breeding of any animals in the building is prohibited.
2. All pets must be leashed or caged at all times when in common areas. No animal is to be left unattended in the common areas, even if leashed.
3. Animal refuse creates an unhealthy and unattractive environment for all residents. The common areas, including the courtyard garden areas, are not to be used as a "dog walking" area. No animals shall be allowed to defecate or urinate on any common grounds, including dogs and birds. If an accident occurs, the Owner/resident shall pick up after the pet immediately.
4. Pets are not allowed to roam the roof or exit the limits of its Owner/resident's private roof deck. No pets are to be left unattended on roof decks, even if leashed or caged.
5. Soiled cat litter must be closed in a bag before it is placed in garbage dumpsters.
6. Any pet causing or creating a nuisance or unreasonable disturbance must be permanently removed from the property upon three (3) days written notice from the Association.

CONSTRUCTION INSIDE THE UNITS

1. Complete details of any construction affecting the common elements (e.g., electrical or plumbing alterations) must be submitted in writing to the Board and must be approved in writing before any work can be done.
2. All construction within a unit must be approved by the Board prior to work beginning.
3. Work which may cause noise or building disruption must be done between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.
4. Residents must notify the management company prior to the beginning of work, if noise is expected to be created by work inside a unit done during the proper hours.
5. Progress inspections are to be made during and at the end of the construction by an engineer hired on behalf of the Association to ensure the work is being done according to the plans that were approved by the Board. Owner shall be responsible for the engineer's fee.
6. Owner is responsible for ensuring that no damage of any kind is done to the common elements of the building. Drop cloths must completely cover corridor carpeting where materials are being moved which could cause damage in any way. Each evening, the area outside the unit must be left in good condition. Materials and equipment of any kind may not be stored anywhere outside the unit without the written approval of the management company.
7. Removal of construction debris from the building is the responsibility of Unit Owner. Unit Owners will be charged for the removal of debris or any extra cleaning of the common elements which results from the construction. No construction materials are to be inserted into the refuse chute.
8. All contractors working on the project must submit a certificate of insurance to the management company before any work begins. Morgan Town Loftominium Condominium Association and its Managing Agents are to be named as additional insured on the certificate.
9. The management company requires a seventy-two (72) hour advance notice in writing for the shut off of utilities affecting other units.

VIOLATION OF THE RULES AND REGULATIONS

In addition to other remedies available under the Declaration, Bylaws and the Illinois Condominium Property Act, the Board may impose fines for violations of these Rules and Regulations, after notice and an opportunity to be heard. In the case of a violation by a non-owner, the fine will be assessed against the owner of the unit, and the renter or other non-owner occupant may be subject to eviction by the Association.

When a violation of the Declaration, Bylaws or these Rules is alleged to have occurred, the alleged violator (and in the case of a renter or other non-owner, the unit owner) will receive written notice of the alleged violation and of the right to request a hearing. If no hearing is requested, the violation is deemed admitted and the Board will impose a fine on the Unit Owner. If a hearing is requested, the Board will conduct a hearing to determine if a violation has occurred. At the specified hearing time, the Board will consider all information presented and the alleged violator will be given an opportunity to be heard. If the Board determines that a violation has occurred, the Board will impose a fine. The amount of the fine will vary with the nature and severity of the violation. Continuing violations may result in ongoing daily fines.