

*Hinman House Condominium Association*  
 1516 Hinman Avenue, Evanston, IL 60201

**RULES AND REGULATIONS  
 CONTAINING REVISIONS THROUGH AUGUST 18, 2021**

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**I. DEFINITIONS**

In the event a term is used in the Rules which is not defined anywhere herein, its definition will be determined by referring, in the order which follows, to its definition as used either in the Declaration, or in the Bylaws, or in its common usage within the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found.

- A. **Abandoned Vehicle:** Any vehicle which is in a state of disrepair rendering it incapable of being driven in its present condition; or which does not have a current, valid vehicle license plate and municipal vehicle sticker, if required; or which is such that the acts of the vehicle owner and the condition of the vehicle clearly indicate it has been abandoned.
- B. **Act:** The Illinois Condominium Property Act, as amended from time to time.
- C. **Association:** Hinman House Condominium Association (also referred to as "HHCA"), an Illinois not-for-profit corporation and a condominium organized pursuant to the Illinois Condominium Property Act.
- D. **Board:** The Board of Directors of the Association
- P. **Bylaws:** Bylaws of Hinman House Condominium Association.
- F. **Common Expense and/or Individual or Special Assessment:** Any amount which the Board may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessments, special assessments, and charges or expenses or assessments, which are levied pursuant to the Declaration, Bylaws, or the Rules and Regulations.
- G. **Common Element:** All portions of the Property, except the Units, including Limited Common Elements unless otherwise specified. Refer to HHCA Declaration, Paragraph 1(f).

- H. **Declaration:** The Declaration of Hinman House Condominium Association, which was recorded in the office of the Recorder of Deeds of Cook County, Illinois on January 27, 1983 as Document No. 26485649 and as amended from time to time thereafter.
- I. **Emergency Vehicles:** Ambulances and hospital or medical vehicles of any type; or fire-fighting vehicles of any type; or police protection vehicles of any type; provided that each of the foregoing is being utilized for emergency purposes for the health, safety, and welfare of the Unit Owners, Residents and other persons on the Property.
- J. **Limited Common Element:** That portion of the Common Elements so designated in the Declaration as being reserved for the use of a certain Unit or Units, to the exclusion of other Units. Refer to HHCA Declaration, Paragraphs 1(m) and 8(a).
- K. **Management Company or Managing Agent or Manager:** The person or entity which has been employed by the Association to manage the day-to-day administration of the Property in the manner directed by the Board. "Homeowner Services" is a department of the Management Company.
- L. **Member or Member of the Association:** A Unit Owner.
- M. **Non-Permitted Vehicles:** All vehicles other than those defined above as Permitted Vehicles or Emergency Vehicles; or any vehicles without valid state license plates and appropriate municipal vehicle stickers, if required; or commercial vehicles of any type or kind, including commercial vans having commercial advertising on the body thereof.
- N. **Owner or Unit Owner:** The owner or owners of a Unit, as revealed by the public records, including a Contract Seller and excluding a Contract Purchaser, unless expressly provided otherwise by the Declaration or by state law. Where the Owner is a trust, the beneficial owner of the trust and any person having the exclusive power of direction over the trust will be deemed to have personal responsibility for the Unit to the same extent as if title to the property were held in the name of such person or persons.
- O. **Permitted Vehicles:** Passenger-type automobiles in a fully operable condition having no more than four entry doors and specifically excluding limousines or hearses whether or not used for personal purposes; or lightweight recreational motor vehicles, excluding campers, provided, however, that lightweight recreational vehicles will have a "BI, IRV", or other passenger license plate, will have no more than four(4) wheels, will have a curb weight of less than eight thousand pounds (8000 lb.), will have an overall length of less than twenty feet (20 ft.), will have an overall width of less than seven feet (7 ft.), will be capable of being driven into and stored in a designated space and will be of a design, which, in the reasonable determination of the Board, does not impede entry and exit; or motorbikes and motorcycles, provided that each of the foregoing is registered and licensed to be ridden on public roads and highways.
- P. **Property:** All of the real property against which the Declaration has been recorded, including any improvements thereon.

- Q. **Resident:** Any person who resides on the Property, including families of Unit Owners and tenants of Unit Owners and including a Unit Owner if the context so indicates.
- R. **Rules or Rules and Regulations:** The Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and the Board.
- S. **Unit:** A portion of the Property that is owned exclusively by a Unit Owner.

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## II. GENERAL RULES

All rules, regulations, restrictions and covenants contained in the Declaration and Bylaws are incorporated as part of these rules and regulations and are subject to the enforcement policies set forth in the final section of these comprehensive rules and regulations. To the extent that the provisions of applicable law, the Declaration, Bylaws, or the Rules and Regulations are in conflict, the provisions of applicable law will first control, followed by the provisions of the Declaration, the Bylaws, and the Rules and Regulations, in that order.

These Rules and Regulations are binding on all Unit Owners and Residents, and their families and guests or visitors. Exceptions to the Rules may be made only in writing, signed by the Board following a written request by a Unit Owner.

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## III. THE USE, ADMINISTRATION, AND APPEARANCE OF THE PROPERTY

### *A. Alterations and Decorating*

Structural alterations of Units, Common Elements and the exterior of the building are prohibited without prior Board approval.

- 1. All tradesman and contracted work done in Units will be performed only during the following hours shown below. These hours do not apply to Unit Owners working within their own Units, but Section III.F.1 and 2, "Building Disturbances" should be noted.

- a) Monday through Friday      8:00 a.m. to 5:00 p.m.\*
- b) Saturday                              8:00 a.m. to 3:00 p.m.
- c) Sunday                                      Not permitted.

\* EXCEPTION:      In the event that the water supply must be shut down at a Unit Owner's request for a particular tier of units or for the entire building, the work hours are restricted to 9:00 am. to 5:00 p.m. Except in the case of emergency, the unit owner must contact building management a minimum of three days prior to the work in order to make arrangements and advise affected Unit Owners of the shut-off.

2. Materials and equipment are to be moved in the WEST elevator only. The Unit Owner must advise Homeowner Services to have the elevator padded, and must advise contractors to restrict their movement of materials and equipment to the West elevator.
3. Should a Unit Owner fail to comply with these work conditions, the Unit Owner may be subject to fines of no less than twenty-five dollars (\$25.00), or greater amounts as stipulated by the Board of Directors.
4. a) Decorating, including painting and wallpapering within a Unit, is the sole responsibility of the Unit Owner and does not require Board approval. However, all tradesman and contracted work is subject to the Work Conditions set forth in Section 1.  
  
b) Flooring. Unit Owners should install and maintain flooring and floor coverings of a reasonable, sound-insulating quality in every room of their Unit.
  - Wall-to-wall pads and carpeting have the best sound-insulating qualities. Carpeting must include padding.
  - If a Unit Owner wishes to install flooring other than padded carpeting, such as wood, wood laminate, composite, tile, or the like, the Unit Owner must obtain prior approval from the HHCA Board of Directors for the flooring materials and underlayment the Unit Owner proposes to install. [See Rules Appendix A](#) for specifications for installing flooring other than carpeting.
  - See [Section III.F.2](#) for further provisions relating to sound control.
5. Prior written approval of the Board of Directors is required for alterations, additions and improvements to the Limited Common Elements, including any load-bearing walls, electrical wiring (including the addition of any major electrical appliance of a type not already installed in the unit), plumbing, central air conditioning, and windows within a unit. A statement detailing any proposed work must be submitted to the Management Company for Board approval at least two weeks prior to starting the work. The proposal must include:
  - a) statement of the type of work to be performed;
  - b) materials and supplies to be utilized;
  - c) the time schedule for completion of the work.
6. Once a statement of proposed work is submitted, the Board will review it for any potential danger, damage, or alterations to the Common Elements or otherwise to the structure and safety of the building. The Board reserves the right to require that the Owner provide a statement from a licensed engineer that proposed plans are structurally sound, as well as a certificate of insurance from the contractor indicating that HHCA is a listed insured (see Section III.A.12). The Unit Owner may not commence the work until receiving notice of approval from the Board.
7. If the Owner's proposal is rejected, the Owner may resubmit a proposal, including changes, modifications, or additional improvements in accordance with the conditions set forth in the Board's notice of rejection.

8. In the event the Owner does not agree with the Board's findings, the Owner may submit a written request for a hearing at the next scheduled Board meeting. At any such meeting, the Owner may be represented by counsel or professional advisor to present evidence in support of the proposed plans. The Board will notify the Unit Owner, through a written decision, within ten days of the hearing.
9. Upon approval, the Unit Owner may commence construction in conformity with the submitted proposal. All work must be completed within the approved time frame. All work is subject to the Work Conditions set forth in Section 1 above.
10. The Unit Owner is responsible for any damage caused by alterations, additions, or improvements to a Unit. The Owner will indemnify and hold harmless the Board, the Association, and its Agents from any and all claims, controversies, or causes of action arising out of work performed at the Owner's request, including the payment of any court costs and attorney's fees.
11. In the event the work done is substantially different from that which was approved, the Board, upon prior written notice to the Owner, may enter the owner's Unit to remedy the defects in question. In the event such action is necessary, the Owner will be responsible for all associated costs, including court costs and attorney's fees. The Board also reserves the right to utilize any and all other remedies available, including the filing of an injunctive action to compel compliance with the approval.
12. Contractor's Insurance
  - a) It will be the obligation and duty of any Unit Owner to require that any tradesman (i.e., painter, plumber, electrician, carpenter, floor covering installer, tile setter, plasterer, cabinetmaker, carpet or upholstery cleaner, or the like) hired to perform work within their Unit will provide the Managing Agent with a Certificate of Insurance for general liability and Workman's Compensation insurance, with limits of coverage that are deemed sufficient and appropriate by the Board of Directors, not less than twenty-four hours before the work is to begin. Many tradesmen have already submitted the necessary proof of insurance to HHCA's Managing Agent and it is a matter of record. Unit Owners should check with the Managing Agent to ascertain if the required document may already be on file.
  - b) Because of the serious potential for damage and/or liability stemming from these activities, any Unit Owner who fails to comply will be subject to a fine of no less than twenty-five dollars (\$25.00), or greater amounts as stipulated by the Board of Directors, per day for each day or portion thereof of said noncompliance. In addition, in the event of noncompliance, or for work performed prior to compliance, the Board may obtain a performance bond in an amount deemed reasonable by the Board indemnifying the Association and/or members thereof against claims or liability stemming from said work, and the cost of said bond will be assessed against said Unit Owner in addition to any and all daily fines.
  - c) A Unit Owner may be liable to HHCA for damage or injury caused by a contractor, tradesman, or other agent hired or directed by the Unit Owner or by his or her agent (including rental tenants or other occupants of the unit) to do work in their unit or provide other services to the Unit Owner or his or her agent in the building. This would include liability for damage to common areas or other units, and any injury to third persons in the building or on Association property. The Unit Owner can protect himself or herself against such liability in two ways: 1) By ensuring that the Unit Owner has complied with Section 12(a) above requiring that the Unit Owner must obtain a certificate of insurance for general liability and

Workers Compensation insurance from any contractor, tradesman, etc. working for the Unit, and provide this certificate to HHCA's managing agent. 2) By ensuring that the Unit Owner has complied with [Article III.I.2.b](#) requiring that the Unit Owner obtain property owner's insurance to cover any potential liability he or she may incur because of actions of the Unit Owner or any other agent of the Unit Owner.

d) If a Unit Owner's contractor or other agent causes damage or injury as referenced above in this Section, or causes someone to sue HHCA for such damage or injury, HHCA will have the option to seek damages or indemnity initially either from the Unit Owner personally, or from the Unit Owner's agent's insurance, or from both, at the discretion of HHCA. See HHCA Rules & Regulations [Article III.I.3](#).

13. In order to maintain a consistent appearance for the building when seen from the outside, all window coverings visible from the outside of a Unit shall be either **all white or off white** whether it be the actual covering or a liner. This change to the Rules and Regulations does not apply to window coverings installed prior to November 1, 2005.

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### ***B. Antennas***

No antennas of any kind may be attached or mounted to any portion of the Property unless it is done within the owner's Unit or indoors in an area that serves only the owner's Unit.

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### ***C. Assessments and Collections***

1. Monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first day of each month. Any payment of the foregoing which is received after the tenth day of the month will be considered late. Payments received, even if the payment has been designated to be applied to a specified obligation, will be applied to the payment of the oldest outstanding charges before being applied to any current charges.
2. Any payment of less than the full amount of the entire unpaid balance which is due in any given month, will cause the Unit Owner to be subject to a Late Charge for that month that will be added to and deemed a part of the Unit Owner's Common Expenses.
3. Under appropriate circumstances, the Board will have the authority to credit back any late charges that may have been added to a Unit Owner's account.
4. Unit Owners who are delinquent in the payment of Common Expenses will be subject to legal action in accordance with the provisions of the Declaration and Bylaws. Once legal action has been commenced, all legal fees and costs will be assessed to the Unit Owner as required by the Declaration and Bylaws.

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***D. Bicycles, Skates, Roller blades and Similar Equipment***

Bicycles must be stored only in areas designated by the Management Company. Bicycles, roller blades, skates, etc. must be brought in and out of the building only through the two back doors and on the West elevator. Use of the front lobby and entrance area is absolutely prohibited.

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***E. Board Meetings & Association Records***

1. Board Meetings

Board meetings are open to all Unit Owners, who are encouraged to attend. The time for Board meetings is determined by action of the Board from time to time, and appropriate notice will be provided to all Unit Owners. As required by law, the books and records of the Association are available for the inspection of Unit Owners for any proper purpose at reasonable times, provided that reasonable advance notice is provided to the Association.

2. Board Procedures

- a) A minimum of two bids for work over \$5,000.00 will be obtained.
- b) A binding Contract must be approved by the Board containing specified clauses designed to protect the interest of the Association.
- c) The President or the Treasurer or the Secretary are authorized to sign approved proposals and contracts.
- d) The Board may establish standing committees, including the following:

MANAGEMENT COMMITTEE

Chair: Board President

Maintain liaison with the management company and management relationship with building engineer. Schedule and conduct both open and executive meetings in accordance with Declaration and Bylaws. Maintain liaison and communication with unit owners. Coordinate committee activities.

FINANCE COMMITTEE

Chair: Treasurer

Provide the monthly Treasurer’s report. Review exceptional expenditures for appropriateness and accuracy. Develop and maintain reserve funds. At the request of the Board, review and recommend the feasibility and ultimate cost to Board of projects involving financial proposals



and requests. Coordinate with the building management to assure that all required city, state and federal reports are accomplished. Coordinate the development of the annual operating budget.

**PLANT OPERATIONS COMMITTEE**

Chair: Board Member

Develop, supervise, and coordinate projects, activities and maintenance involving heating, plumbing, roofing, and building structure. Ensure building management conducts periodic inspections and reports any needs and corrections to the Board.

**RENTAL COMMITTEE**

Chair: Board Member

Track and ensure leases and rentals are correctly handled in accordance with Declaration and Bylaws.

**HOUSEKEEPING COMMITTEE**

Chair: Board Member

Supervise and recommend actions involving building appearance and cleanliness. Recommend any changes as to painting, fixtures, and exterior appearance. Ensure building management conducts periodic inspections and reports on building appearance and functional needs.

**RECORDS AND ELECTION COMMITTEE**

Chair: Secretary

Record and insure monthly meeting minutes are published. Track Board actions to ensure adherence to association’s Declaration/Bylaws and Rules and Regulations. Coordinate annual election activities and process.

**SOCIAL COMMITTEE**

Chair: Board Member

Coordinate building social activities

- e) At the close of each annual year, the exiting Board will render a review of the preceding year and provide written recommendations for the next year’s Board.
- f) Unit Owners are encouraged to volunteer for committee activity. A sign-up sheet will be made available after the annual Board of Directors’ election.

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***F. Building Disturbances***

1. Activities which create a nuisance or disrupt the peace are prohibited.
2. Unit Owners are responsible for controlling and limiting disturbances to other Units. Wall-to-wall carpeting provides reasonable sound insulation, and the Board of Directors recommends that all Unit

Owners maintain carpeting and rugs in their Units. If a Unit Owner decides to install other types of floor covering, contact the Management Company for guidelines. See [Article III\(A\)\(4\)\(b\)](#) and Rules Appendix A.

3. In the interest of safety, fire prevention and the physical comfort of all residents, smoking is not permitted in the Common Areas or Limited common areas within the building. A violation of this rule will result in a fine that could be as high as \$1,000.00.

Thus, there will be no smoking in Hinman House except in the individual condominium unit where the owner permits it.

4. **Maintenance of a sanitary condition.** Unit owners and residents of a unit must maintain their unit in a sanitary and orderly condition in order to protect the health and safety of all building residents. The Association's Board of Directors has discretion to determine what constitutes an unsanitary or disorderly condition that might threaten health and safety. Hoarding or accumulation of trash in a unit, or other use of the unit that may cause a fire or other safety or health hazard, is prohibited. As part of maintaining a sanitary condition of their unit, owners and residents must be vigilant to detect problems such as infestations of bed bugs and other insects, vermin, and the like. In the event of such infestation:
  - a) The owner and resident must report the condition immediately to Homeowner Services, which will advise the owner/resident on how to deal with the infestation. Owners and residents are encouraged to report whenever they suspect they may have an infestation, even if their unit later is found not to be infested. It is more important to report a suspected infestation in a timely manner than to allow the problem to get out of hand by failure to report promptly. Reporting the suspected infestation to Homeowner Services *prior to* arranging treatment is mandatory so the Association is made aware of the problem and can investigate to determine whether other units also are infested. Failure to report the suspected infestation to Homeowner Services will constitute a violation of this rule, even if the owner arranges for an exterminator to treat the problem. See [Appendix F](#) for resource material on how to detect and deal with bed bug infestations.
  - b) The owner is responsible to hire and pay for the cost to have professional exterminators treat the infestation. Homeowner Services will provide suggestions of exterminators. The owner must obtain the Association's approval if they wish to use an exterminator that is not among the list of those recommended by Homeowner Services. To obtain approval, the owner must submit the name of the proposed exterminator to the HHCA Board of Directors.
  - c) The owner/resident must cooperate fully with the exterminators to carry out whatever preliminary cleanup the exterminators require before they treat the unit, and whatever follow-up procedures or inspections the exterminators or the Association recommend. If an owner is unable to carry out preliminary cleanup or other pretreatment preparation or follow-up procedures personally, the owner will be required to hire persons to do this work at the owner's expense. Homeowner Services will work with an owner to retain such assistance if needed.
  - d) To help prevent infestations generally, the Association will conduct periodic inspections of all units in the building, at the Association's expense. If a unit is found to be infested during one of these building-wide inspections, the unit owner must hire and pay for professional extermination of their unit.

- e) Where a unit is found to be infested, the Association also will conduct an inspection of units immediately adjacent to the infested unit, at the Association's expense. If adjacent units are found to be infested, the unit owners of those units must hire and pay for professional extermination of their unit. Unit owners/residents will be given notice of such building-wide and other inspections, and must cooperate with the inspections by providing access to their units.

Unit owners/residents who violate any of these requirements related to maintaining a sanitary unit or reporting and dealing with infestations in a timely manner may be cited for a violation of these rules, as provided under Article VII covering policies and procedures regarding enforcement. Where a unit owner/resident creates a recurring problem in violation of these rules, the Association may elect to exercise its right under Illinois law to take court action to force the unit owner to sell the unit.

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### ***G. Common Areas/Storage***

1. Common Areas may not be used for storage of any kind.
2. No perishable goods or flammable liquids may be kept in common areas.
3. Doors to common areas must be kept closed.

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### ***H. Common Property***

1. Storage of any items of personal property or other items (i.e., boots, umbrellas) is expressly prohibited on or in any Common Property, including hallways outside the entrance doors of units, unless the area is expressly designated for such purpose. Doormats outside of the Unit door are not permitted.
2. Recreation equipment, bicycles, and the like must be kept in designated areas of the Common Property.
3. Any games or other activity which creates a nuisance, damages any Common Property, or disrupts the peace is prohibited on or in any portion of the Common Property.
4. Any trees, shrubs, or plants to be installed on the Property must be approved by the Board or its duly authorized agents, unless otherwise authorized herein.
5. Barbecuing in any common area is prohibited.
6. Use of Roof Top Area

- a) Owners, Residents and guests are not allowed on the roof. The roof is an extremely hazardous and unprotected area. Access is for authorized personnel only.
- b) The 9th floor room is for Board meetings and storage of work material only. Other use requires prior authorization from the Board.

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### ***I. Damage to Property***

#### 1. Damage to Common Elements

- a) Any Common Element that is damaged by a Unit Owner or by the Owner's family, tenants, or guests will be repaired by the Association and specially assessed to the owner responsible, or, at the Board's option, may be repaired by the owner at the Owner's expense. This includes damage caused to Common Elements by conduct of an individual, as well as damage caused by any breakdown of plumbing or other mechanical equipment or similar circumstances within the Unit Owner's unit, regardless of any negligence attributable to the Unit Owner or any occupants of the Unit Owner's unit.
- b) If a Unit Owner disputes liability for damages to Common Elements, the Board will determine the Unit Owner's liability for such damage following the procedures set forth in Article VII of these Rules and Regulations concerning the Policies and Procedures Regarding Enforcement.

#### 2. Damage to another unit or personal injury to third parties

- a) Any property of another unit that is damaged by a Unit Owner or by the Owner's family, tenants, guests, or agents such as contractors, tradesmen, and the like will be repaired at the expense of the Unit Owner responsible for the damage. This includes damage caused to another unit by conduct of an individual, as well as damage caused by any breakdown of plumbing or other mechanical equipment or similar circumstances within the Unit Owner's unit (including breakdown of equipment that is part of the Limited Common Elements within the control of the Unit Owner, but not including breakdown of equipment that is part of the Common Elements), regardless of any negligence attributable to the Unit Owner or any occupants of the Unit Owner's unit.
- b) **Unit Owners are required to obtain insurance covering their personal liability as described in Paragraphs 2a and 2b of this Section I.** Such insurance must cover liability at least for compensatory (but not consequential) damages to another unit or for any personal injury to third parties. The personal liability of a Unit Owner includes the deductible of the owner/occupant whose unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, furnishings, and other personal property of the other unit that was damaged.

- c) If a Unit Owner disputes liability for damages to another unit and the matter cannot be resolved between the parties after good faith efforts at voluntary resolution, the Board may determine whether and to what extent the Unit Owner is responsible to pay for the reasonable cost of such damages. Where the Board elects to make this determination, it will follow the procedures set forth in Article VII of these Rules and Regulations concerning the Policies and Procedures Regarding Enforcement.
- d) If a Unit Owner's insurer disputes liability that has been determined by the Board of Directors pursuant to Article VII of these Rules, the Unit Owner remains obligated to pay for such damages notwithstanding the insurer's refusal of coverage.

### 3. Legal Actions

In any legal action brought either by or involving HHCA concerning matters covered by this Section I, HHCA shall be entitled to reimbursement from the Unit Owner for HHCA's legal costs and attorney fees incurred in prosecuting or defending that action, to the extent HHCA prevails in any part in the matter. If another unit owner or other third party brings a claim or legal action for damages against HHCA related to any matter covered by this Section I, the Unit Owner shall indemnify HHCA for any liability incurred by HHCA, including costs to defend against the claim or legal action, to the extent allowed by law.

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### *J. Use of the Elevators, Deliveries and Moving*

- 1. No one shall unnecessarily hold or otherwise interfere with the normal operation of the elevators. The elevators are reserved for the exclusive and uninterrupted use of Unit Owners, Residents, and other persons lawfully on the property.
- 2. Failure to comply with any of these guidelines may subject the Unit Owner to a fine of no less than one hundred dollars (\$100.00), or greater amounts as stipulated by the Board of Directors.
- 3. The east elevator shall not be used for carrying in or out any property or equipment other than luggage, clothing, groceries, or similar hand-carried small items.
- 4. For deliveries or removal of large items, notify the Managing Agent who will coordinate the movement with the Building Engineer. Use only the WEST elevator and the rear SOUTHWEST service door.
  - a) The Unit Owner must obtain authorization for the delivery/removal from the Management Company before proceeding.
  - b) To arrange for delivery or removal of large items (example: couches, carpeting, large appliances, furniture, bedding) the Management Company must be notified a minimum of three working days before the desired date.

- c) Reservations for use of the elevator are on a first-come-first-served basis at the discretion of the Management Company. The date and time requested and the number of other requests for the same date are deciding factors in the Management Company's determination whether to authorize a delivery or removal.
5. For Moving-In or Moving-Out, notify the Management Company, which will coordinate the movement with the Building Engineer. Use only the WEST elevator and rear SOUTHWEST service door.
- a) When planning to move in or move out, the Unit Owner must notify the Management Company a minimum of three working days before the desired date, and receive authorization from the Management Company for moving on the date requested.
  - b) The Management Company will schedule only one Move-In or Move-Out on a single day. The scheduling of the move is at the discretion of the Management Company.
  - c) At the time of contacting the Management Company to arrange the move, the Unit Owner must make two payments:
    - 1) A two hundred dollar (\$200) refundable security deposit;
    - 2) A three hundred dollar (\$300) nonrefundable moving fee.
- (See subparagraph [III.J.5.k](#) below regarding fee discount for moves involving fully furnished units.)
- d) The two payments must be made by separate checks. The Management Company will deposit the \$300 moving fee immediately upon receipt, and will hold the \$200 security deposit check pending the conclusion of the move.
  - e) When the Unit Owner makes payment of the security deposit and moving fee, the Management Company will provide the Unit Owner with the key for operating the West elevator, along with a copy of the Moving Instructions.
  - f) After completion of the move, the Unit Owner must return the elevator key immediately to the Management Company.
  - g) When the elevator key is returned, the Management Company will determine whether there was any damage to the Property or violation of the Moving Instructions during the move. If there is no damage or rule violation evident, the Management Company will return the \$200 security deposit check to the Unit Owner. If it appears there is damage or a violation of the rules the Management Company will retain the security deposit pending a determination of the matter by the HHCA Board.
  - h) If the Board determines to assess a charge for damage or violation of rules, the amount of the penalty will be paid first from the amount of the security deposit. Any penalty assessed by the Board in excess of the security deposit will be charged to the Unit Owner. If the penalty is less

than the amount of the security deposit, the balance of the security deposit will be refunded to the Unit Owner.

- i) Where a Unit Owner is renting a unit, the arrangements for scheduling the move of the Unit Owner's tenant(s), including payment of the security deposit and moving fee, can be made either by the Unit Owner or by the tenant(s). However, the Unit Owner remains responsible for compliance with all rules regardless of whether the Unit Owner has authorized the tenant to handle any of these arrangements.
  - j) If any check issued for the security deposit or moving fee is returned for insufficient funds, the Unit Owner must make good on the NSF check and also will be subject to possible penalty to be determined by the HHCA Board. This applies regardless of whether it was the Unit Owner, the tenant, or any other person who issued the NSF check.
  - k) Where a Unit Owner is renting what the Unit Owner represents to be a fully furnished apartment, the move fees will be reduced for the move-out or move-in. No refundable security deposit will be required, and the nonrefundable move fee will be reduced to \$150 instead of \$300. This reduction in move fees will apply where the tenant is moving out or moving in only with luggage and no more than six boxes or storage containers of personal belongings. (Maximum size of boxes/storage containers 18"x12"x12".) If the Unit Owner or rental tenant represents that the move qualifies for this discount, but then is found to have moved furnishings or other items in addition to luggage and six boxes/storage containers of belongings, the Unit Owner will be required to pay the full \$300 nonrefundable move fee, plus compensation for any damage to the building. In addition, the Unit Owner may be cited with a Rules violation and be subject to additional penalties if it appears that the representation that this was a move qualifying for the fully furnished discount was made in bad faith either by the Unit Owner or the rental tenant. Moves from fully furnished apartments must comply with all other rules of this Section, including in particular that they must be noticed at least three days in advance and fees prepaid the same as for moves involving unfurnished units, and carried out using the West elevator and Southwest building entrance if the move includes boxes/storage containers in addition to luggage.
6. The hours for Moving-In/Moving-Out and deliveries of large items are:
- a) Monday-Friday: 9:00 a.m. to 6:00 p.m.
  - b) Saturday: 9:00 a.m. to 3:00 p.m.
  - c) Sunday: Moving activity and deliveries are not permitted.

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### ***K. External Appurtenances***

No external awning, sunroof, canopy, shutter or storm window of any type is permitted without Board approval.

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***L. Garbage and Trash***

1. Garbage must be placed in sealed plastic bags and deposited in the garbage chute.
2. Recyclable material, as defined by the City of Evanston, must be brought down to the recycling room on the main floor next to the back Southwest entrance. Recyclable items must be separated from garbage according to city ordinance. An up-to-date list of recyclable items may be obtained from the Management Company.
3. Removal of large items such as refrigerators, carpeting, or furniture, must be arranged by the Unit Owner or resident. Contact the Management Company for information. Do not place them by the dumpsters.

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***M. Keys, Locks & Lockouts***

1. Duplicate keys of all units must be provided to the Management Company for use in case of emergencies.
2. In the event the Unit Owner is locked out, there will be two choices:
  - If it is during normal work hours, Monday through Friday, the Building Engineer may assist.
  - For occurrences outside of normal work hours, or on week-ends, the Unit Owner must contact a locksmith.

Members of the Board of Directors may not provide access to any unit.

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***N. Laundry Room***

1. The laundry room will be used by residents only.
2. The laundry room will be kept clean at all times.
3. Contents of washers and dryers must be promptly removed by the user. Items remaining in the washer or dryer may be removed by the Building Engineer or a resident. If the removed items are not claimed within two weeks, they will be discarded.

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***O. Leafletting***

1. Any person seeking to distribute literature on the Property, other than in the United States mail, will first deliver a copy of the item to be distributed to the Association and will state the name, address and phone number of the person or persons who are the authors of the publication and of the person or person sponsoring or distributing the publication. No other information will be required for the distribution.



2. If a Unit Owner violates the above provisions, or if the literature so distributed is in any way disposed of on the Property, the Unit Owner will be assessed all costs and expenses for collection of the disposed of literature and any attorneys' fees or administrative time that may be necessary to insure proper enforcement of these provisions.

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### ***P. Maintenance Requests***

1. Maintenance requests must be directed to the Management Company and not to the Building Engineer.
2. The Building Engineer's duties are restricted to maintenance of the Common Elements only. The Building Engineer may work within the Unit Owner's premises where necessary to deal with leaks or other breakdowns affecting the Common Elements or otherwise causing damage to the building or to other units.
3. Unit Owners and Hinman House residents may contract privately with the Building Engineer to provide assistance with repairs or other tasks in their unit. The Building Engineer is authorized to provide such assistance only if the work will not interfere with the Building Engineer's performance of official duties. The Unit Owner or resident requesting such private assistance must waive any claim against HHCA for any damage that may result from the Building Engineer's performance of this assistance.
4. Unit Owners are responsible for obtaining and paying for their unit's contracted work. If a Unit Owner fails to pay for contracted work and causes a mechanic's lien to be placed on the building or the Association, or otherwise creates a claim against the Association, the Unit Owner will be required to make payment, and ensure that the lien or other claim is removed, and may be cited with a violation and further penalties.
5. Reimbursement for drain rodding. If a sink, shower, or toilet drain in a unit is blocked or draining slowly requiring that the drain must be rodded out by a plumber, HHCA may reimburse the unit owner for some or all of the cost to rod the drain. The unit owner may qualify for reimbursement where it appears that the drain blockage was not entirely in the drain lines within the unit, but instead was in whole or in part in the main drain lines served by all units in the respective drain stack. To qualify for reimbursement, the unit owner or occupant must:
  - a) Notify the Building Engineer of the drain blockage **BEFORE** calling a plumber.
  - b) Engage the services of a plumbing service approved by HHCA. The Building Engineer will advise the unit owner which preapproved plumber to engage.
  - c) When the blockage is cleared, obtain a written statement from the plumbing service describing the nature of the drain blockage and what evidence the plumbing service relied on to determine that the blockage was in whole or in part in the main drain stack rather than exclusively in the drain lines within the unit. This statement can be included on the plumbing service's invoice or bill, or provided as a separate document.

- d) Submit a request for reimbursement to the HHCA Board of Directors either through the Property Manager, Homeowner Services, or Association President.
- e) Include with the request for reimbursement a copy of the invoice or payment receipt from the plumbing service, and a copy of the written statement from the plumbing service confirming whether the drain blockage was wholly or partly in the main stack rather than in the unit's own drain lines.
- f) In the event the plumbing service billed the Association rather than the unit owner, the Board will determine what portion of the expense, if any, will be billed back to the unit owner's assessment account. To avoid being billed back for the entire cost of the rodding service, the unit owner must follow the required steps outlined above in subparagraphs a, b, and c.

The HHCA Board of Directors will determine whether the unit owner qualifies for reimbursement of some or all of the rodding expense. If the plumbing service concludes that some or all of the blockage was caused by an adjacent unit that shares the in-unit drain line, the Board may determine that part or all of the rodding cost must be paid by the adjacent unit. Similarly, if it can be determined that the blockage was caused by another specific unit sharing the same main drain stack, the Board may require that some or all of the rodding cost must be paid by that unit. The Building Engineer also may advise adjacent units that share the in-unit or main stack drain line to limit water usage until the drain is unblocked, to avoid increasing the risk of damage from water overflow in the affected unit(s). Adjacent units who ignore this directive from the Building Engineer may be required to pay some or all of the rodding costs or the costs to repair any damage from overflow in the affected unit.

Where drain blockage occurs on a weekend or after normal business hours, the Building Engineer will decide whether it is necessary to call a plumber on an emergency basis and incur higher fees for a weekend or after-hours response. A unit owner/occupant who engages an emergency weekend or after-hours plumbing service without authorization from the Building Engineer will not be eligible for reimbursement of plumbing fees.

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### ***Q. Major Appliances***

1. A unit owner must obtain prior approval from the Board before installing any major appliance that:
  - a. requires plumbing, electrical, or structural work; or
  - b. is a new type of appliance for the unit that does not simply replace an existing appliance.  
Example: a unit owner wishes to install an automatic dishwashing machine in a unit that did not previously have an automatic dishwasher.
2. Special requirements apply for the installation of in-unit laundry facilities. [See Appendix B](#) of these Rules and Regulations.

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### ***R. Parking Areas***

1. Except when entering and exiting the garages, garage doors must be kept closed for building security, to present an attractive appearance to the Property and prevent freezing of pipes during the Winter months.

After entering the garage, residents parking their cars should ensure no pedestrians or unfamiliar vehicles have entered.

2. Car engines must not be left running unattended in the garage or on the parking deck.
3. Car repair activities are prohibited, except to jump-start a vehicle with a dead battery, or replace a flat tire.
4. Parking areas will be used only for storage of motor vehicles or personally owned bicycles. A Unit Owner will not store anything in such areas that causes a risk to building safety, access to other parking spaces, noxious odors, or otherwise creates a nuisance or unsightly condition.
5. Only Unit Owners may own parking spaces either in the garage or on the parking deck. Unit Owners may rent out parking spaces. However, Unit Owners may rent parking spaces in the garage only to other Hinman House residents. See Section [III.X](#) and [Appendix C](#) for further restrictions on using or providing access to parking spaces.
6. Nonresident renters of garage spaces must have a garage door opener. Keys to the front and rear lobbies and two lower garage doors are restricted to Residents only. But see below, Section [III.X](#), [Section IV.A.5](#), and [Appendix C](#) regarding restrictions on nonresidents using basement garage spaces.
7. Any vehicle parked on or in the building premises that is equipped with an alarm system is the accountability of the owner. In the event that a car alarm is activated while on or in the premises, the vehicle owner must immediately turn off the alarm. Unattended activated alarms are deemed a disturbance and subject to a fine of no less than twenty-five dollars (\$25.00), or greater amounts as determined by the Board of Directors.
8. Residents or visitors may park in the East circular drive, the Southwest service drive, or along the North driveway, only for limited periods of time. Vehicles left unattended in these areas for longer periods of time, as decided on a case-by-case basis, may be towed by the Association at the vehicle owner's expense. Residents may allow contractors or housecleaners working in their unit to park along the North driveway while working in the unit, provided space is available.

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### ***S. Pets***

Except as provided below and in [Appendix D](#) of these Rules & Regulations, no animal may be brought into, raised, bred, or kept at Hinman House, whether by a unit owner, rental resident, visitor, or otherwise. This restriction applies to all types of domesticated or undomesticated animals, including mammals, birds, aquatic animals, reptiles, insects, and the like.

1. In compliance with federal and state statutes governing fair housing and accommodation for those with disabilities, Hinman House residents with a medically established physical or mental disability can request and obtain HHCA Board approval to bring into Hinman House and keep an assistance animal such as a service, emotional support, or therapy animal. The resident must obtain prior approval from

the HHCA Board of Directors before bringing in such an animal. [Appendix D](#) of these Rules & Regulations sets forth the procedures and requirements residents must comply with to obtain Board approval for an assistance animal.

2. Residents may allow their short-term visitors to bring assistance animals into Hinman House only as provided in [Appendix D](#).
3. The Association may bring service animals into the building as necessary to conduct activities related to building sanitation and safety.

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### ***T. Seasonal Decorations***

1. No decorations are permitted outside a unit, **except** for decorations that can be placed on a Unit's door. Any damage caused by the hanging of decorations will be repaired by the Unit Owner responsible or the cost of repair will be charged to the Unit Owner by the Association.
2. No decorations that create a safety hazard will be permitted.

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### ***U. Security***

1. If any suspicious activities are observed, notify the police immediately. Write down any license numbers you observe.
2. Do not activate door buzzers to strangers or to anyone without first identifying who is seeking entrance to the building.
3. Never prop open any locked exterior doors. Outside Northwest door will be locked on week-ends and from 4:00 p.m. to 8:00 a.m. each week-day.

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### ***V. Signs and Advertisements***

Advertising signs for business or commercial activities, signs advertising selling of units, and signs promoting election candidates or other political issues are prohibited either outside or inside the building. Open House signs may be displayed in designated areas and at specified times. Signs may not be attached to the exterior of the building.

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### ***W. Storage Lockers***

Residents of each Unit will use only the storage locker assigned to that Unit. No flammable liquids, pressurized containers, or other items that may cause a safety hazard or create noxious odors or other nuisance may be stored in storage lockers. Items that might attract pests must be stored in pest-proof containers.

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### ***X. Occupancy of Units and Giving Building Keys or Garage Door Openers to Guests, Caregivers, House Sitters, Cleaning Services, Contractors, and Other Persons***

In order to ensure the security and safety of all building residents, it is important that unit owners and rental tenants limit the circumstances under which they give a building key or garage door opener to someone else. It also is important that unit owners and rental tenants keep the Association informed about persons to whom the authorized resident has given a building key or garage door opener, or persons whom the authorized resident otherwise allows to occupy or access the unit on a continuing basis. The provisions under this Section X—as elaborated in [Appendix C](#) of these Rules—govern the circumstances and procedures under which a unit owner or rental tenant, as an authorized resident, may provide building keys or garage door openers to persons who are not permanent residents of the unit. [For a full statement of the rules and procedures related to giving nonresidents access to the building, see Appendix C – Occupancy of Units and Giving Building Keys or Garage Door Openers to Guests, Caregivers, House Sitters, Cleaning Services, Contractors, and Other Persons.](#)

Following is a summary of key provisions of this Rule, as elaborated in Appendix C:

1. Notify HHCA Homeowner Services any time you provide a building key or garage door opener to someone other than a permanent resident of your unit, if that person will retain the building key or garage door opener for ***more than three days***. This includes long-term guests, caregivers, house sitters, cleaning services, contractors, and other persons, including persons who are temporarily residing with you. (See [Appendix C](#), § 5.)
2. Note that Paragraph 17 of the HHCA Declaration and [Article VI.B](#) of these Rules prohibit unit owners from leasing less than all of their unit, and from leasing for a period of less than 12 months. In addition, rental tenants are prohibited from subleasing their rental unit. Accordingly:
  - a. If you plan to be away for a period of time and want to allow someone to stay in your unit, you MAY NOT charge them rent. (See [Appendix C](#), § 6.)
  - b. If you want to share your unit with someone who is not a member of your immediate family, whether you are a unit owner or a rental tenant, you MAY NOT charge them rent. If you want them to share in living expenses for the unit, these expenses MAY NOT include any costs associated with ownership of the unit, such as paying a portion of the monthly mortgage or rent, paying a portion of real estate taxes, or paying a portion of the monthly condominium assessment, and the like. (See [Appendix C](#), § 6.)
3. No more than three nonrelated persons can occupy a rental unit. (See [Appendix C](#), § 3.)
4. Parking in the underground parking garage is limited to residents of the building. You MAY NOT rent an underground parking space to someone who is not residing at Hinman House. You may give a garage door opener to visitors, short-term guests, long-term guests, or other persons to whom you are authorized to give a building key as provided in these Rules, but you must notify HHCA Homeowner Services if the person is to retain the garage door opener for more than three days. If you wish to accommodate a nonresident by allowing them to store their vehicle in your underground parking garage space, you MAY NOT charge them rent or provide them with a garage door opener. (See [Appendix C](#), § 7.)

See further explanations of these provisions in [Appendix C](#).

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## IV. VEHICLE REGULATIONS

### A. General Rules Regarding Vehicles

1. Vehicles may not be parked, maintained, or stored so as to obstruct passage of other vehicles on the Property. All vehicles will be parked within permitted limits or within the lines or other marked boundaries for such vehicles.
2. Vehicles will not be parked, maintained or stored in a manner that interferes with entering to or exiting from a driveway or other portion of the Property.
3. Permitted Vehicles will not be parked, maintained, or stored on a driveway or on any other area reserved for the exclusive use of one Owner without the express permission of the Owner or Resident having the right to exclusive use, possession, and control of that area.
4. Parking, maintenance, or storage of non-permitted Vehicles on any portion of the Property is expressly prohibited. However, commercial vehicles may park in permitted areas when used for their normal commercial purposes, so long as such parking is only for the period of time necessary to provide the commercial services requested by a Resident or the Association.
5. For purposes of internal security and safety, basement parking spaces deeded to Hinman House Condominium units may not be leased, temporarily rented or provided to any person or persons who are not owners of units within the Hinman House Condominium and do not reside within the premises. This restriction does not apply to contractual arrangements made prior to November 17, 2005 or:
  - Residents who are leasing a unit and reside on the premises.
  - Family members who are residing on the premises.
  - Bona fide temporary guests.
  - Deeded outside parking spaces.
6. Unit Owners wishing to sell a parking space deeded to their unit may sell only to another Hinman House Unit Owner or to the Association. The seller must provide written confirmation of the sale to the Association in the form of a deed of sale and amendment to the HHCA Declaration that have been recorded by the Cook County Recorder's Office. Blank forms of these documents are available on the Hinman House website. Go to [www.hinmanhouse.net](http://www.hinmanhouse.net), log in as a resident, and click on >Documents>Choose a Category>Miscellaneous Forms to download these form documents.

See [Appendix C](#) for further restrictions on providing garage door openers to persons other than the owner of the garage parking space.

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### ***B. Enforcement***

1. The provisions set forth herein are intended to supplement, but not replace the Policies and Procedures Regarding Enforcement, which are fully applicable to all violations under these Vehicle Regulations.
2. In the event of a violation of these vehicle rules, the Board or its duly authorized agents will send a Notice of Violation to the Unit Owner or will affix a Parking Violation Notice to the vehicle, preferably on the front window, or both. Any Parking Violation Notice which is affixed to the vehicle will contain such information as the Board deems appropriate. Any Parking Violation Notice under these Vehicle Regulations will also be deemed a Notice of Violation under the Policies and Procedures Regarding Enforcement, and vice-versa, regardless of whether one or both types of notice are sent to the Unit Owner. Any failure to protest a Notice of Violation under these rules or failure to request a hearing will be deemed an admission of the violation and may result in costs and expenses being assessed to the Unit Owner as set forth in the Policies and Procedures regarding Enforcement.
3. In addition to providing notice of any violation in accordance with the above provisions, the Board may also take any or all of the following actions:
  - a) Record, to the extent possible, the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations. All such records of violations will be kept by the Association in the manner designated by the Board.
  - b) Identify or attempt to identify the Unit Owner whose vehicle is causing the violation or whose guest or invitee is causing the violation.
  - c) Identify or attempt to identify the vehicle owner, if not a Unit Owner, and notify that owner of the violations.
  - d) Notify the local governmental authorities, asking that they issue a citation and remove the vehicle.
4. In addition to the other provisions for enforcement contained herein and in the Policies and Procedures Regarding Enforcement, the Board will have authority to tow vehicles which are parked in violation of these rules under the following circumstances:
  - (a) When a vehicle has been abandoned, and a notice of such violation was affixed to the vehicle at least seven (7) days earlier, the vehicle may be towed without further notice to the vehicle owner.
  - (b) When a vehicle is parked in a fire lane, or is parked in a manner that presents an immediate danger to the Property or to the health, safety, and welfare of any person thereon, the vehicle may be towed immediately without notice to the vehicle owner.

- (c) When a vehicle is parked in violation of any of these Vehicle Rules and the owner of the vehicle has been found guilty of at least two (2) prior violations of any provisions of these Vehicle Rules, the vehicle may be towed immediately upon the occurrence of the third or subsequent violation without notice to the vehicle owner.

Any time a vehicle is towed pursuant to these Vehicle Rules, all costs and expenses incurred will be assessed to the vehicle owner. In the event the vehicle owner is a Unit Owner, the costs and expenses may be assessed to the Unit Owner as a Common Expense.

5. After receiving notice of a violation or when a Parking Violation Notice has been affixed to an owner's vehicle, the Unit Owner must follow the procedures set forth in the Policies and Procedures Regarding Enforcement, or the violation will be deemed admitted.
6. The Board may designate one or more persons or a committee to send Notices of Violations and to affix Parking Violation Notices on vehicles.

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### ***C. Notices and Authorization To Tow***

1. In order to insure that potential violators have notice of the fact that their vehicles may be towed, and in accordance with the requirements/spirit of the law as set forth in Chapter 18a-100 et seq. of the Illinois Motor Vehicle Code, the Association will have signs posted on the property giving notice that violators of the Vehicle Rules may be towed.
2. In accordance with the above, signs will be posted in conspicuous places near the entrances to and exits from the Property. Such signs will be in letters at least three inches (3 in.) high in a color which contrasts with the background of the sign.
3. The signs will contain language similar to the following: "Private Parking/Residents Only/Private Regulations Enforced/Violators Will Be Towed." The signs will contain the name, address and phone number of the towing company, the fee that will be charged to the owner for having the vehicle towed, and the manner in which payment will be accepted.
4. The Board or its duly authorized agents will notify the appropriate towing company to remove vehicles.
5. All towing will be authorized on an individual basis only; there will be no general authorization given to a towing company to tow unauthorized vehicles or vehicles which are parked in violation of these rules.
6. The Board may enter an agreement with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these Vehicle Rules.
7. Where the owner or renter of a parking space finds a vehicle parked unauthorizedly in the owner or renter's parking space, the owner/renter may have the unauthorized vehicle towed at the unauthorized vehicle owner's expense. The Association shall not be liable for any claim for damages related to such towing requested by a parking space owner/renter.



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## V. CLOSING AND TRANSFER OF OWNERSHIP

- A. In the event of any resale of a Unit the following rules will apply, except to the extent they are in conflict with the Act, in which case the provisions of the Act will control.
- B. As required by Section 22.1 of the Illinois Condominium Property Act, the Association will provide the required information to any Unit Owner who requests it. The information will be provided only:
1. When requested by the Unit Owner or designated agents, and
  2. Within five (5) days of the request.

The Association may charge a fee in the amount of ten cents (\$0.10) per page of copy for the cost of this service, or such higher amount as may be permitted by law. However, in the event a request is made which requires this information to be provided in less than the five (5) day period provided above, the Association will charge the Unit Owner an additional fee.

- C. The Association will provide any Unit Owner, upon five (5) days notice to the Board or its authorized agents, a statement of his account setting forth the amount of any unpaid assessments and other charges due and owing from such Owner. In accordance with the statute, the Association may charge a reasonable fee for this service. This amount may be changed from time to time by the Board.

In the event a request is made which requires this information to be provided in less than the five (5) day period provided above, the Association will charge the Unit Owner an additional fee.

When the Association is requested by a Unit Owner to provide a letter showing the status of assessments, the letter will be provided by the Managing Agent.

- D. Any time a Unit within the Association is sold or otherwise transferred, the prospective owner will be contacted, either directly or through the present owner, and requested to supply information essential to the Association's records and efficient functioning. The new owner will supply a photocopy of the deed and any mortgage against the property, so that the Association can maintain an accurate list of title holders and mortgagees. If the new Unit Owner so desires, information on purchase price, financial terms of the mortgage and other information deemed personal or confidential by the Unit Owner, except for the exact name of the owner and mortgagee and their respective addresses, may be blacked out or removed from the copies supplied.

Information supplied by the prospective owner will be kept confidential. In the event a Unit Owner fails to cooperate with the Board in providing the information requested in this paragraph, the Board may suspend the rights and privileges of ownership as to that Unit Owner until the requested information is supplied.

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## VI. LEASES, TENANTS, AND NONRESIDENT UNIT OWNERS

Effective June 1, 1998, if a unit is purchased or ownership otherwise is transferred, the unit must be lived in and occupied by the Unit Owner of record for a period of twenty-four (24) consecutive months before the Unit Owner may lease the unit or otherwise arrange for person(s) to occupy the unit in place of the Unit Owner. The change to the Declaration does not apply to owners of record as of May 31, 1998. (Page 21, Section 1 7-(a) of the Declaration)

- A. All Unit Owners who do not reside in a Unit owned by them will provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work. Any expenses of the Board incurred in locating a Unit Owner who fails to provide such information will be assessed to that Unit Owner as a Common Expense. Unless otherwise provided by law, any Unit Owner who fails to provide such information will be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Board will not be liable for any loss, damage, injury or prejudice to the rights of any such Unit Owner caused by any delays in receiving notice resulting therefrom.
- B. No Unit Owner may lease less than the entire Unit, nor may the Unit be leased for transient or hotel purposes. There can only be one lease per 12-month period counting from the month of the original lease, unless the Board consents in writing to the contrary. No Unit may be subleased.
- C. Every lease will be in writing and will be subject to the provisions of the Declaration, Bylaws, and Rules and Regulations of the Association and Section 18(n) of the Act, as amended from time to time hereafter.
- D. Every Unit Owner intending to lease a Unit will give prior notice to the Board of such intention, whereupon the Board will provide the Unit Owner a Rider that will be added to the lease and will be signed by all the parties executing the lease.
- E. Each Unit Owner will be responsible for providing his or her tenants with copies of the Declaration and Bylaws and Rules and Regulations. In addition, the Association must be provided a signed copy of the lease, the lease rider referenced above in paragraph D, and a completed information checklist form prior to the occupancy date on said lease. Any expenses incurred by the Association in obtaining these documents will be assessed to the Unit Owner responsible as a Common Expense. Blank copies of the required lease rider and information checklist form can be obtained from the Managing Agent. Blank copies of these form documents also are available on the Hinman House website. Go to [www.hinmanhouse.net](http://www.hinmanhouse.net), log in as a resident, and click on >Documents>Choose a Category>Miscellaneous Forms to access the lease rider and information checklist.
- F. If a tenant violates any provision of the Declaration, Bylaws, or Rules and Regulations, the Board, in its discretion, will determine what action or actions should be taken against the Unit Owner or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.

- G. All expenses of the Board, in connection with any violations under these rules, will be assessed to the account of the Unit Owner responsible as a Common Expense.
- H. In order to defray costs of administration, a two hundred (\$200.00) fee will be assessed for each new lease executed by a Unit Owner. There is no fee for renewals.

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## VII. POLICIES AND PROCEDURES REGARDING ENFORCEMENT

- A. Unit Owners, or the Association through its Board of Directors, may file a complaint against either another unit owner or the Association for any alleged violation of these Rules and Regulations or the Declaration or Bylaws of the Association. Any complaint that alleges a violation of the Declaration, Bylaws, or Rules and Regulations must be made in writing. A copy of the official violation complaint form is attached to these rules in [Appendix E](#). At a minimum, the complaint will set forth:
1. The name, address, and phone number of the complaining witness.
  2. The Unit Owner's name, Unit number, or address of the Unit where the person or Resident complained of resides.
  3. The specific details or description of the violation, including the date, time, and location where the violation occurred.
  4. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings or trial which may be necessary.
  5. The signature and address of the complaining witness and the date on which the complaint is made.

The Association recommends that photographs or video or audio recordings be taken, if possible, to illustrate the nature of the violation. Any such photographs or recordings should be sent with the Witness Statement or forwarded to the Board as soon as possible. The name of the person who took the photograph or made the recording and the date on which it was taken or made should be included.

- B. When a complaint is made pursuant to the above, the Unit Owner will be notified of the alleged violation by the Association or its duly authorized agents. The notification will be in a manner prescribed by the Board.

In the event the alleged violation is not the first violation by the Unit Owner, or in the event the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the Unit Owner's account, if the Unit Owner is found guilty of the violation.

The Association's attorney, if contacted regarding the violation, will send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, Bylaws, or Rules and Regulations of the Association.

- C. If any Unit Owner charged with a violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged hereunder, the Unit Owner must proceed as follows:
1. Within twenty-one (21) days after the Notice of Violation has been served on the Unit Owner pursuant to the provisions herein, the Unit Owner must submit, in writing, a request for a hearing concerning the violation. A hearing may be requested by completing the Request for a Hearing form, which is attached to the Notice of Violation, and by returning it to the Association.
  2. If a request for a hearing is filed, a hearing on the complaint will be held before a panel (hereafter "Panel of Inquiry") composed of Board members or a committee duly appointed by the Board to hear the complaint. The Panel of Inquiry will not include any persons presenting evidence in the hearing. The hearing will be conducted no later than three (3) weeks after delivery of the written request.
  3. At any such hearing, the Panel of Inquiry will hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his behalf. Following a hearing and due consideration, the Panel of Inquiry will issue its determination regarding the alleged violation. The decision of the Panel of Inquiry will be made by majority vote and will be final and binding on the Unit Owner and the Association.
  4. Payment of any assessments, charges, costs or expenses made pursuant to the provisions contained herein will not become due and owing until the Panel of Inquiry has completed its determination.
- D. If no request for a hearing is filed within twenty one (21) days, a hearing will be considered waived, the allegations in the Notice of Violation will be deemed admitted by default, and appropriate sanctions will be imposed. The Unit Owner will be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted by a Panel of Inquiry.
- E. If a Unit Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, Bylaws, or Rules and Regulations of the Association, the following will occur:
1. If guilty of a first violation of a given provision of the Declaration, Bylaws, or Rules and Regulations, the Unit Owner will be notified of the finding by the Association or its duly authorized agents that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning that, if any further violations occur, a fine of no less than twenty-five dollars (\$25.00), or greater amounts as stipulated by the Board of Directors for the violation will be imposed.

The Board may elect to assess a fine, after considering factors such as the length of time the regulation has been in effect, the length of time the violator has owned a Unit or resided on the property, whether the violation was committed by the Unit Owner, and if not, the extent of control the Unit Owner had or should have had over the violator's conduct, the familiarity of the violator with the regulation, the severity of the violation and other appropriate factors. In addition, any legal expenses incurred by the Association or any actual damages repaired at Association expense may be imposed.

2. If found to be guilty of a second or continuing violation, of the same provision of the Declaration, Bylaws or Rules and Regulations, the Unit Owner will be notified of the finding by the Association or its duly authorized agents. The Unit Owner will also be assessed a fine of no less than twenty-five dollars (\$25.00), or greater amounts as stipulated by the Board of Directors.
  3. Where a fine is imposed, it will be in the amount of no less than twenty-five dollars (\$25.00) or greater amounts as stipulated by the Board of Directors per single incident of violation or the sum of five dollars (\$5.00) per day for a violation of a continuing nature. A FINE FOR A VIOLATION OF A CONTINUING NATURE WILL CONTINUE TO BE LEVIED UNTIL THE VIOLATION HAS BEEN CORRECTED AND THE ASSOCIATION HAS BEEN NOTIFIED IN WRITING.
  4. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Unit Owner to correct any damage or any unauthorized condition on the Property for which the Unit Owner has been found responsible, to pay the costs of any repairs which have previously been made or to pay any legal expenses and costs incurred by the Association as a result of the violation.
  5. In the event any violation has resulted in damage to any Common Property, which has not yet been repaired, or has resulted in any damage or any unauthorized condition on the Property, the Unit Owner will be given two notices of violation to correct the damage or architectural violation. If the damage or violation has not been corrected within fourteen (14) days after a finding of guilty has been made on the second violation, the Association will proceed to have the violation corrected, and the Unit Owner will be assessed for the full cost of labor and materials required.
  6. In addition to the foregoing assessment, and in order to encourage Unit Owners to correct violations at their own time and expense, and in order to compensate the Association for the administrative expenses involved in obtaining and supervising any such correction, the Association will assess any Unit Owner who forces the Association to correct a violation, with an additional administrative charge of one hundred dollars (\$100.00) or ten percent (10%) of the cost of labor and materials, whichever is greater.
- H. Any Unit Owner assessed hereunder will pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time will subject the Unit Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder will be added to the Unit Owner's account, will become a special assessment against the Unit and will be

collectible as a Common Expense in the same manner as any regular or special assessment against the Unit.

I. Time is of the essence of this policy. Notices are deemed served either:

1. By personal delivery at the time of delivery; or
2. By mail following two (2) days after deposit in the United States Mail, provided that the notice has been sent both by regular first class and by certified mail return receipt requested, postage prepaid, to the Unit Owner at the Unit address, or to such other address as the Unit Owner will have previously filed with the Board, and further provided that either the return receipt has been signed and returned or that the notice sent by regular mail has not been returned to the Association undelivered. For Units held in trust, the notices may be sent either to the address of the trustee, or to such address as has been provided to the Association by the trustee or the beneficial owner of the trust.
3. By e-mail to the Unit Owner's e-mail address(es) on record with the Association. Notice will be deemed delivered unless the sender receives notice that the message could not be delivered to this address.

J. The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration and Bylaws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

K. In the event a Unit Owner brings a complaint of violation against the Association and is not satisfied with the Association's final determination on the matter, the Unit Owner may file a request for dispute resolution with the State of Illinois Condominium and Common Interest Community Ombudsperson, as provided under Section 40 of the Illinois Condominium and Common Interest Community Ombudsperson Act, 765 ILCS 615. The text of this statute is included in [Appendix E](#).

These comprehensive Rules and Regulations will be effective upon adoption by the Board, after a meeting of the Unit Owners is called for the specific purpose of discussing the proposed Rules and Regulations, notice of which contains the full text of the proposed Rules and Regulations and which conforms to the requirements of the Illinois Condominium Property Act, as amended by law.

Adopted September 17, 1997 at 1516 Hinman Avenue, Evanston, Illinois, 60201 and containing subsequent revisions.

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## APPENDIX A

### *Specifications for Installation of Noncarpet Flooring*

Supplement to [Article III\(A\)\(4\)\(b\)](#)—Alterations & Decorating: Flooring

Due to the concrete and steel lattice structure of the floors and the lower unit's ceilings, to minimize sound disturbance to other units, the following specifications must be followed when installing any flooring other than padded carpeting, such as wood, wood laminate, composite, tile, or the like:

1. The Unit Owner must comply with the provisions of Rule III.A regarding Alterations and Decorating. Installation of noncarpet flooring must be coordinated with the HHCA Board of Directors and Homeowner Services ([Article III\(A\)\(4\)\(b\)](#)). See further provisions of Rule III.A regarding proof of insurance, construction hours, and other factors involving delivery and clearance of materials.
2. The unit owner must obtain prior approval from the HHCA Board of Directors before installing any floor covering other than carpeting. To obtain approval, the unit owner must submit to the Board the specifications for the proposed flooring.
3. The proposed floor covering must include an underlayment or subflooring that either is a minimum-thickness 1/4-inch cork, or has sound-transmission and impact-insulating qualities equal to or better than 1/4-inch cork. The underlayment specifications provided to the Board must include ratings for the proposed underlayment using the Sound Transmission Class (STC) and Impact Insulating Class (IIC) ratings systems. To equal the ratings for 1/4-inch cork, the proposed underlayment must have an STC rating of 60 or better, and an IIC rating of 65 or better.
4. There must be a sound barrier space of a minimum of 1/4 inch between the flooring boards, sections, tiles, or the like, and adjacent walls.
5. After the Board has approved the proposed installation and the new flooring is ready to be installed, the Unit Owner must provide to the Board and to Homeowner Services a copy of the invoice and any other certification from the flooring contractor confirming that proposed materials will be installed and the above specifications will be met.
6. If a Unit Owner fails to follow these preapproval requirements, or installs noncarpet flooring that does not meet specifications, the Unit Owner may be cited for a violation of these Rules as provided under Article VII, and, among other possible penalties, may be required to take up the installed flooring and reinstall with proper underlayment, or otherwise redo the installation to comply with these Rules.

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## APPENDIX B

### *Requirements for Installation of In-Unit Laundry Equipment*

Supplement to [Article III\(Q\)\(2\)](#)—Major Appliances

Unit owners wishing to install laundry machines in their unit must obtain prior approval from the Board for their proposed installation. A unit owner who installs laundry machines in his or her unit without prior Board approval, or fails to comply with the parameters for in-unit laundry facilities established in these this Appendix B, will be subject to possible penalties that may include a requirement to remove the installation from the unit, or to reconfigure the installation to comply with HHCA Rules, and/or other penalties as may be determined by the Board.

To obtain Board approval for an in-unit laundry, the unit owner must comply with the following:

- 1) Written proposal. The unit owner must submit a written proposal to the Board. The written proposal must include:
  - a) A description and/or diagram indicating where the laundry machines are to be located in the unit, which water supply pipes will be accessed for the washing machine, and the drain stack into which the washing machine will empty.
  - b) A description indicating what electrical wiring will be done in the unit to accommodate the installation.
  - c) Signed statements from the proposed plumbing and electrical contractors confirming that they have obtained pre-approval from the City of Evanston Building Inspector that:
    - i) the proposed plumbing drain stack in this tier is able to accommodate the addition of the washing machine in this unit without causing backup of water into other units in the tier;
    - ii) the electrical wiring and circuitry for the floor of the building on which the proposed installation is located will be able to handle the additional current draw of the washer/dryer in this unit;
    - iii) the Evanston Building Inspector was made aware of any other in-unit laundry installations in units on the floor of the building and the tier of units where this proposed installation is to occur. The signed statement from the contractors should include as an attachment a copy of the Building Permits for plumbing and electrical work.
  - d) Information identifying the make, model, and manufacturer's specifications for the type of washer and dryer to be installed. See the parameters below in this Rule Appendix B regarding specifications required for washers and dryers. The written proposal must confirm that these parameters are met by the specifications of the equipment to be installed.
  
- 2) Location of equipment and configuration of installation. The location of the laundry machines and configuration of the site where they are installed in the unit must comply with the following:



- a) The washer must be located where it can be connected to a 6-inch toilet drain stack. The washer may not drain into a 4-inch sink drain stack.
- b) The washer must stand within a catch basin that can capture any overflow of water from the machine.
- c) The catch basin must drain into the same drain as the washing machine, and must have either a gravity drain connection or a sump pump with an automatic triggering mechanism that will activate whenever water spills from the washing machine into the catch basin.
- d) The catch basin must have sufficient capacity to hold, at a minimum, the volume of water that can be contained in the wash drum of the machine, in the event the catch basin fails to drain when a spill occurs from the washing machine.
- e) The catch basin must provide a solid footing on which the washing machine can stand, to absorb and prevent vibration and noise from being transmitted through the floor of the unit that might disturb occupants in neighboring units.
- f) The dryer may not be vented through any new or existing opening in the walls of the unit, whether an existing air vent or window, or other wall opening. (See dryer specifications below. Dryer must be condenser type.)

### 3) Specifications for washer and dryer.

#### a) Washer

- i) The washer must be an “apartment-size” machine or similar model designed specifically for installation in multi-unit buildings, not a full-size washer.
- ii) In addition to being an “apartment-size” machine, the washer should be one that includes low-water-use and certified energy efficiency ratings as part of its design.
- iii) The manufacturer’s specifications furnished to the Board by the unit owner should identify the vibration and noise levels generated by the machine, and/or represent explicitly that the machine is designed to minimize noise and vibration.

#### b) Dryer

- i) The dryer must be a condenser-type (vent-less) dryer. The dryer may not be vented into a dryer vent bucket or other device that would allow humidity to escape from the dryer into the building unit. Also, as noted above, the dryer may not be vented outside the unit by ducting exhaust air from the dryer through a window, air vent, or other wall opening.
- ii) The dryer can be stacked with the washer or can stand separately. If the dryer is not stacked with the washer, the dryer must stand on a platform or other purpose-built footing to absorb noise and vibration and prevent operation of the dryer from disturbing occupants of adjacent units.
- iii) The manufacturer’s specifications furnished to the Board by the unit owner should identify the vibration and noise levels generated by the machine, and/or represent explicitly that the machine is designed to minimize noise and vibration.

- 4) Annual fee. To make up for lost revenue to the Association from the unit owner’s discontinued use of the building’s common laundry facilities, and to ensure that the unit owner pays a fair share for municipal water and sewage fees billed to the Association – which costs to the Association ordinarily are covered through common laundry room revenue – a unit owner who installs an in-unit laundry must pay an annual fee to the Association for the right to operate an in-unit laundry.

- a) The fee will be determined by the Board and will be calculated to approximate the amount of use the unit owner would make of the common laundry room machines if he or she did not have an in-unit laundry.
  - i) Example: the Board might determine that a unit with two persons would run an average of six washer and six dryer loads a month, or 144 loads a year. Assuming the cost for operating the common laundry machines is \$1.00 a load, the annual fee would be  $\$1.00 \times 144 = \$144$
- b) The unit owner may elect to pay the annual fee in a lump sum at the beginning of the year, or pay in monthly installments included in the monthly assessments for the unit. The unit owner should advise the Management Company of whether to bill the unit for this fee on an annual or monthly basis.
- c) The Board can re-determine the fee from time to time to reflect changes in utility costs or for other reasons as determined by the Board.

#### 5) Additional matters

- a) A proposed design installation may not be feasible even though it duplicates exactly a previous installation in another unit in the building.
- b) A proposed installation may not be approved by the Board if the Evanston Building Inspector does not approve the plan because:
  - i) The Evanston Building Code has changed, which may occur from time to time.
  - ii) The Evanston Building Inspector determines that the previous installation of in-unit laundry facilities in other units on the same building floor or apartment tier has maximized the capacity of the plumbing or electrical systems for that floor or tier.
  - iii) The toilet drain stack where the unit owner proposes to connect the washer is one that does not run in a direct vertical line and hence could be subject to back-flow.
  - iv) Other reasons as may be determined by the City Building Inspector or the Board.
- c) If the Board approves the proposed installation, the unit owner must keep the Board apprised of the progress and completion of the installation. If possible, the unit owner should obtain copies of the Evanston Building Inspector's approvals of completed plumbing, electrical, and other work, and furnish copies of these approvals to the Board at the completion of the project.
- d) The project must be completed within six months of Board approval.
  - i) If the project has been commenced within six months of approval but cannot be completed by the end of the six-month deadline, the unit owner must apply to the Board for an extension of time to complete the project.
  - ii) If the project has not been commenced within six months of approval, the unit owner must reapply to the Board for permission to commence the project.
- e) The unit owner must comply with all Rules relating to work by contractors, including:
  - i) The unit owner must notify building management as provided elsewhere in these Rules to schedule use of the west elevator for delivery of the laundry machines and for use by contractors working on the in-unit laundry installation. [See Rule III.J.](#), above.
  - ii) The unit owner must comply with restrictions on hours of the day and days of the week when contracting work can be carried out in the unit. [See Rule III.A.](#), above.
- f) A unit owner who obtains Board approval to install an in-unit laundry and otherwise complies with these Rules nevertheless remains liable to the Association and to other unit owners for any damage that may be caused to common areas or other units of the building arising out of the installation and subsequent operation of the in-unit laundry.

- i) In the event of such damage occurring, the Board may elect, in addition to imposing any other penalty, to require the unit owner to terminate the installation or use of the in-unit laundry.
  - ii) The Board similarly may terminate a unit owner's right to continue use of a previously approved in-unit laundry installation in the event the use of the equipment subsequently causes irreparable problems such as back-flow of drain water into other units, excessive electrical load, undue noise or vibration or other disturbance to adjacent units, or other problems. The unit owner will be given a reasonable opportunity to cure such problems before the Board requires the unit owner to discontinue use of the in-unit laundry, but the Board retains sole discretion to determine whether the cure can be or has proven to be effective.
- g) A unit owner wishing to bring new machines into a unit previously approved for an in-unit laundry must obtain Board approval for the new equipment. For example:
- i) Where a unit owner that previously obtained approval for an in-unit laundry subsequently wishes to replace the laundry machines in his or her unit, the unit owner must obtain approval from the Board for the new machines prior to bringing them into the unit.
  - ii) Where a unit that previously obtained approval for an in-unit laundry subsequently is sold, if the seller does not include the existing laundry machines as furnishings remaining in the unit and/or the purchaser wishes to install other machines, the new owner must obtain Board approval for the new machines prior to bringing them into the unit.

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## APPENDIX C

### *Occupancy of Units and Giving Building Keys or Garage Door Openers to Guests, Caregivers, House Sitters, Cleaning Services, Contractors, and Other Persons*

Supplement to [Article III\(X\)](#)— Occupancy of Units and Giving Building Keys or Garage Door Openers to Guests, Caregivers, House Sitters, Cleaning Services, Contractors, and Other Persons

The following rules and procedures apply to circumstances where unit owners or rental tenants want to give a building key or garage door opener to someone other than the unit owner or rental tenant. Under this rule, “authorized residents” (as defined below) may provide building keys or garage door openers to “nonresidents” (as defined below) only under the conditions and procedures described in this Appendix.

1. The following persons are “authorized residents” for purposes of this rule:
  - a. Unit owners whose names appear on the title to a unit, plus the spouses or partners and immediate family members of unit owners or their spouses or partners, if these related persons reside in the unit on a permanent basis.
  - b. Rental tenants of a unit whose names are included on the lease documents provided to HHCA by the unit owner, plus the spouse, partner, or immediate family members of the renter whose name appears on lease documents provided to HHCA, if these related persons reside in the unit on a permanent basis.

- c. Persons other than a spouse, partner, or immediate family member of a unit owner or rental tenant who are residing with the unit owner or rental tenant on a permanent basis, provided that these nonrelated persons fall within the limits of subparagraph 3 below.
2. For purposes of this rule:
    - a. Residence on a “permanent basis” means the person is residing in the unit as a primary residence, and intends to do so for a continuing period of time that either is indefinite or, in the case of a rental unit, is determined by the term of the lease.
    - b. “Primary residence” means that the person occupying the unit stays overnight in the unit on a continuing basis, as opposed to a person who only resides in the unit periodically as a temporary visitor or guest, while maintaining a primary residence elsewhere.
    - c. An “immediate family member” is a child, sibling, parent, grandparent, or grandchild.
    - d. A “nonresident” is any person who is not an authorized resident as defined in subparagraph 1 above.
    - e. A “building key” is a key or similar device (such as an electronic access card or the like, if the building installs such equipment in place of conventional locks) that opens the main building doors at the east and west ends of the building and the door to the storage locker area in the basement. Keys to locks on individual units or storage lockers are not “building keys” covered under this Rule.
    - f. A “garage door opener” is a device that activates the electronic mechanism to open the door to the underground parking garage.
  3. Where persons who are not related to one another occupy a unit, only three nonrelated persons may be authorized residents who are entitled to reside in the unit on a permanent basis. This does not limit the number of related persons (spouse, partner, or immediate family members) who can occupy the unit. However, if a unit owner or rental tenant has a spouse, partner, or immediate family members residing in the unit, the unit owner or rental tenant may include only up to two nonrelated persons as additional residents. This limit is cumulative; if there is more than one unit owner on the title, or more than one rental tenant on the lease, the limit is two additional nonrelated residents for the unit, not two additional nonrelated residents for each named unit owner or rental tenant.
  4. Any authorized resident may have one or more building keys and garage door openers for the building. These building keys and garage door openers must be issued only by, and must be registered with, HHCA Homeowner Services. Building keys and garage door openers may not be duplicated by the authorized resident or anyone to whom the authorized resident has provided the building key or garage door opener.
  5. A unit owner or rental tenant must notify HHCA Homeowner Services whenever an authorized resident of that respective unit provides a building key or garage door opener to someone who is not an authorized resident of that unit (a “nonresident”), where the building key or garage door opener is intended to remain in the possession of the nonresident for a period of more than three days. The authorized resident must provide the following information to Homeowner Services:
    - a. The name and contact information of the nonresident who is furnished a building key or garage door opener. (In the case of caregivers or housekeepers assigned by an agency, or workmen provided by a contractor, identify the name of the agency or contractor, if different persons are given access from one occasion to another as caregiver, housekeeper, or workman.)

- b. The reason the nonresident has been given a building key or garage door opener.
  - c. The period of time when the nonresident will retain possession of the building key or garage door opener.
  - d. The schedule or frequency with which the nonresident will access the building or reside in the unit.
  - e. Whether the nonresident will access the building for overnight stays or only for day visits.
6. As noted in [Rule VI.B](#), unit owners may not:
- a. Lease less than the entire Unit, nor may the Unit be leased for transient or hotel purposes. There can only be one lease per 12-month period counting from the month of the original lease, unless the Board consents in writing to the contrary. No Unit may be subleased. Accordingly:
    - i) Authorized residents may not charge nonresidents rent or other consideration to allow the nonresident to reside in the unit. If the authorized resident wishes to share occupancy with nonresidents, the nonresidents must be allowed to reside in the unit free of charge, except as provided in sub-subsection (b) below.
    - ii) Authorized residents may pay a house sitter to occupy the unit while the resident is away, or may allow the house sitter to occupy the unit free of charge, but may not charge a house sitter to reside in the unit.
  - b. Authorized residents who jointly own or jointly are renting a unit may divide the cost of ownership or rent between them. However:
    - i) If a unit owner wishes to share occupancy of the unit with other persons, whether related or nonrelated, the unit owner may not charge rent, but only may require the additional occupants to pay a pro rata share of utilities, telephone, food, and the like. The limitation to three nonrelated persons continues to apply where a unit owner shares occupancy. This pro rata share may not include a share of any ownership costs such as mortgage payment, condominium assessment, real estate taxes, etc.
    - ii) A rental tenant may not bring in additional occupants and charge them either rent or a pro rata share of expenses, unless they are included on the lease as rental tenants who share in the lease obligation to pay rent. In such a case, the unit owner must furnish an amended lease to the Association, showing the addition of the new rental tenant. The limitation to three nonrelated persons continues to apply where rental tenants share occupancy.
7. Under [Article IV.A.5](#) of these Rules, parking spaces in the underground garage may be used by or rented only to persons who are residents of Hinman House. Where an authorized resident provides building keys to a nonresident in compliance with this Appendix C, the nonresident also may be given a garage door opener and may park in the underground garage. However, authorized residents who own parking spaces in the underground garage may not provide garage door openers or allow use of their underground garage parking spaces to anyone who is not either an authorized resident, or a nonresident allowed to access the building on a continuing basis as provided in this Appendix C, or a temporary guest of the authorized resident.
8. If an authorized resident violates any of these provisions, the terms of Article VII of these Rules will apply. As provided under Article VII, the Board has the right to impose any reasonable penalty, including, without limitation, fines, requirement that the nonresident vacate the unit and surrender building keys and garage door openers, and other remedies as deemed appropriate by the Board,

including, in the event of an egregious violation, eviction of rental tenants or forced entry and detainer (i.e., dispossession) of unit owners.

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## APPENDIX D

### *Requirements for Bringing Assistance Animals into Hinman House*

Supplement to [Article III\(S\)](#)—Pets

The following rules and procedures apply to unit owners, rental residents or other nonowner occupants, and visitors who wish to bring in or keep an assistance animal such as a service, emotional support, or therapy animal at Hinman House. See section 6 below for definitions of assistance, service, emotional support, and therapy animals.

#### **1. Required written request to keep an assistance animal by Hinman House resident.**

- a. A Hinman House resident wishing to keep an assistance animal must submit a written request to the HHCA Board of Directors and obtain approval for the request prior to bringing such animal into the building.
  - i. The written request must state the reason the resident is making this request. This reason must be because of a medically established medical physical or mental disability. The person making the request does not have to disclose their specific medical condition, but must state generally how the animal will meet the person's need for the assistance of this animal in their unit.
  - ii. The written request must state the type of animal the resident wishes to keep, and if applicable, identify the specific animal.
- b. The resident must accompany their written request with a letter from one or more licensed health care providers confirming that the person has a medical necessity for an assistance animal. The health care provider's letter must meet the following requirements:
  - i. The health care provider can be a licensed physician, or, where the request relates to a mental health-related disability, either a licensed physician or a licensed psychiatrist, social worker, or other mental health professional. Where the health care provider is other than a licensed physician or psychiatrist, the HHCA Board may require that the applicant furnish documentation from one or more additional health care providers.
  - ii. The letter must be on the health care provider's letterhead, signed by the provider. E-mail or other electronic communications are not acceptable.
  - iii. The letter must state that the health care provider is the applicant's treating or examining health care provider.

- iv. The letter must state that, upon examination of the applicant in person, the health care provider has determined that the applicant has a physical or mental disability that creates a medical necessity for an assistance animal. The health care provider's letter does not have to state the specific medical diagnosis, but must:
  - (1) Specify that the applicant has a physical or mental disability for which an assistance animal is needed.
  - (2) Indicate the type of animal or the specific animal the applicant requires.
  - (3) Indicate in general what medical need the applicant has, and how the animal will meet the person's need for this physical or emotional assistance.
- c. The HHCA Board will determine whether a reasonable accommodation is warranted, and will advise the applicant in writing whether the request is approved.
  - i. If approval is denied, the applicant may request a rehearing.
  - ii. Where approval is granted, the Board subsequently may revoke approval for the assistance animal or otherwise impose restrictions or penalties on the resident if, following due notice and hearing:
    - (1) The Board finds that the applicant has violated any of these rules and procedures.
    - (2) The Board determines that the applicant has made misrepresentations concerning the need for the animal.
    - (3) The Board finds that circumstances appear to have changed regarding need for the animal. The Board may require the resident to furnish additional certification from a licensed health care provider to determine whether the resident continues to require the assistance animal.
    - (4) The Board finds other good faith grounds for revoking approval.

## **2. Provisions for keeping an assistance animal.**

- a. Residents who obtain HHCA Board approval for an assistance animal may keep only one animal, unless the licensed health care provider indicates specifically how more than one animal is necessary to meet the applicant's physical or mental need. The animal must be a domesticated type of animal, not an undomesticated type or breed. If more than one resident of a particular unit claims the need for an assistance animal, each resident must apply separately for permission to bring in an assistance animal, and the Board will determine whether to allow more than one such animal to be kept in the unit.
- b. The resident must comply with the following requirements for keeping the animal:
  - i. The animal ordinarily must be kept in the resident's unit. It may not be housed in the common areas or otherwise outside the person's unit. If the animal is taken out of the unit for exercise, or otherwise, it must be accompanied by the resident or the resident's agent, and must be kept on a leash of no more than six feet, or transported in a carrier.
  - ii. Animal waste, litter, and the like may not be disposed of in the toilet, but must be securely wrapped in a first bag that is then included in the unit's second regular trash bag and disposed of down the trash chute. Persons walking the animal outside the unit in the common areas of the building must clean up immediately after the animal and discard animal droppings in a securely wrapped bag in the trash chute or the dumpster in the north driveway.
  - iii. To launder the animal's bedding, etc. using the common area laundry facilities, only the washer and dryer designated for owners of assistance animals may be used.

- iv. The animal must not create a nuisance or unreasonable disturbance. Examples of nuisance or unreasonable disturbance include things such as:
  - (1) Unruly behavior by the animal that causes personal injury or damage to the common areas or other property.
  - (2) Noise created by the animal that disturbs other building occupants at any time of day or night.
  - (3) The animal relieving itself on walls or floors in the common areas.
  - (4) The animal exhibiting aggressive or other dangerous or potentially dangerous behavior.
  - (5) The animal appearing to be conspicuously unclean or infested.
- v. The animal may not be bred or kept for any commercial purpose. If the approved animal is a dog, cat, rabbit, or ferret, it must be spayed or neutered unless the procedure is deemed medically unsafe by a licensed veterinarian. The veterinarian's opinion must be in writing, on the veterinarian's letterhead, and signed by the veterinarian. Except where a veterinarian has deemed the procedure medically unsafe, the applicant must show proof that the animal has been spayed or neutered upon request by the Board.

3. **Responsibility.** The resident who is authorized to keep an assistance animal is responsible for any personal injury, property damage, rule violation, or other incident caused by or in relation to the animal. If the resident is a rental tenant or otherwise occupying a unit owned by someone else, both the resident and the unit owner are jointly responsible for the animal. The resident and unit owner will be liable for any damages caused by the animal, and also must indemnify Hinman House Condominium Association for any claims made against the Association or its directors, officers, employees, and agents in relation to the animal.

4. **Animals brought in by visitors.**

- a. Short-term visitors to a unit (no more than five days) may be accompanied for overnight stays only by a medically necessary service animal, but not an emotional support animal.
- b. Visitors to a unit also may not bring an emotional support animal into Hinman House for day visits, unless the Hinman House resident gives prior notice to and obtains prior approval from the HHCA Board. The resident seeking authorization for a visitor to bring an emotional support animal into the building for a day visit should, if possible, furnish proof that the visitor has need of an assistance animal.
- c. The Hinman House resident and unit owner where the visitor brings in a service or other animal is responsible for any personal injury, property damage, rule violation, or other incident caused by an animal brought in by the visitor, and also must indemnify HHCA for any claims made against the Association or its directors, officers, employees, and agents in relation to the visitor's animal.
- d. Visitors staying for longer than five days are regarded as residents for purposes of this rule, and must comply with the advance approval and other requirements of this Appendix D relating to assistance animals brought in by residents.

5. **Violations.** Violations of the provisions of this Appendix D will be dealt with according to Article VII of the HHCA Rules & Regulations covering Policies and Procedures Regarding Enforcement.



## 6. Definitions.

- a. **Assistance animal.** The United States Department of Housing and Urban Development uses the term “assistance animal” to cover any animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability.
- b. **Service animal.** A service animal is one that is individually trained to perform tasks for a person with a physical disability, such as guiding a person who is blind, alerting a person who is deaf, pulling wheelchairs, providing stability while a person is walking, or alerting and protecting a person who is having a seizure or other medical incident.
- c. **Emotional support animal, (also known as a comfort animal or companion animal).** An emotional support animal is a companion animal that provides therapeutic benefit to an individual with a mental or psychiatric disability. The person seeking the emotional support animal must have a verifiable disability (the reason cannot just be a need for companionship).
- d. **Therapy animal.** A therapy animal is an animal that is owned by a therapist who uses the dog as a component of therapy for a person with a disability. A therapy dog typically would be brought into Hinman House from outside by a resident’s therapist. A therapist may not house a therapy animal at Hinman House, or use the therapy animal for patients at his/her unit in Hinman House.

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## APPENDIX E

### Violation Complaint Form and Illinois Condominium Ombudsperson Act

Supplement to [Article VII](#)—Policies and Procedures Regarding Enforcement

Below is the form unit owners may use to submit a complaint against another unit owner or the Association for a violation of these Rules and Regulations or the Declaration or Bylaws of the Association.

HINMAN HOUSE CONDOMINIUM ASSOCIATION  
 c/o Heil, Heil, Smart & Golee  
 5215 Old Orchard Road, Suite 300, Skokie, IL 60077

**VIOLATION COMPLAINT-COMPLAINANT'S STATEMENT**

INSTRUCTIONS: Please print or type. Complete all of the information to the best of your knowledge. If unknown, please enter *unknown*. Attach any additional documentation and sheets, if needed. When completed, submit this document(s) to the HHCA management company at the address above.

**COMPLAINANT'S INFORMATION:**

NAME:	HINMAN HOUSE UNIT # :
ADDRESS (IF DIFFERENT):	
PHONE NUMBER(S):	
NAME & PHONE # OF ANY OTHER WITNESSES TO THIS VIOLATION:	

**VIOLATOR'S INFORMATION:**

NAME:	HINMAN HOUSE UNIT # :
ADDRESS (IF DIFFERENT):	
PHONE NUMBER(S):	
NAME OF THE UNIT OWNER (IF DIFFERENT THAN THE VIOLATOR'S):	

**INFORMATION CONCERNING THE VIOLATION:**

VIOLATION DATE:	TIME:	LOCATION:
NATURE OF THE VIOLATION:		

**COMPLAINANT'S STATEMENT:**

If any photographs, sound recordings or a formal police complaint signed, please include.

*"I have made the above statements and complaint based upon my personal knowledge and observation. I will cooperate with the HHCA and support personnel to provide additional statements or affidavits, as may be needed. I am willing to appear as a witness.*

\_\_\_\_\_  
 Signature  
 Date

Following is the text of the Illinois Condominium and Common Interest Community Ombudsperson Act.

**(765 ILCS 615/) Condominium and Common Interest Community Ombudsperson Act.**

(765 ILCS 615/1)

(Section scheduled to be repealed on July 1, 2022)

Sec. 1. Short title. This Act may be cited as the Condominium and Common Interest Community Ombudsperson Act.

(Source: P.A. 98-1135, eff. 1-1-17 (See Section 20 of P.A. 99-776 for effective date of P.A. 98-1135).)

(765 ILCS 615/5)

(Section scheduled to be repealed on July 1, 2022)

Sec. 5. Applicability. This Act applies to all condominium associations governed by the Condominium Property Act and all common interest community associations governed by the Common Interest Community Association Act.

(Source: P.A. 98-1135, eff. 1-1-17 (See Section 20 of P.A. 99-776 for effective date of P.A. 98-1135).)

(765 ILCS 615/10)

(Section scheduled to be repealed on July 1, 2022)

Sec. 10. Findings. The General Assembly finds as follows:

(1) Managing condominium property or common interest community property is a complex responsibility. Unit owners and persons charged with managing condominium property or common interest community property may have little or no prior experience in managing real property, operating a not-for-profit association or corporation, complying with the laws governing condominium property or common interest community property, and interpreting and enforcing restrictions and rules imposed by applicable instruments or covenants. Unit owners may not fully understand their rights and obligations under the law or applicable instruments or covenants. Mistakes and misunderstandings are inevitable and may lead to serious, costly, and divisive problems. This Act seeks to educate unit owners, condominium associations, common interest community associations, boards of managers, and boards of directors about the Condominium Property Act and the Common Interest Community Association Act. Effective education can prevent or reduce the severity of problems within a condominium or common interest community.

(2) Anecdotal accounts of abuses within condominiums and common interest communities create continuing public demand for reform of condominium and common interest community property law. This results in frequent changes to the law, making it difficult to understand and apply, and imposes significant transitional costs on these communities statewide. By collecting empirical data on the nature and incidence of problems within these communities, this Act will provide a sound basis for prioritizing reform efforts, thereby increasing the stability of condominium and common interest community property law.

(Source: P.A. 98-1135, eff. 1-1-17 (See Section 20 of P.A. 99-776 for effective date of P.A. 98-1135).)

(765 ILCS 615/15)

(Section scheduled to be repealed on July 1, 2022)

Sec. 15. Definitions. As used in this Act:

"Association" means a condominium association or common interest community association as defined in this Act.

"Board of managers" or "board of directors" means:

- (1) a common interest community association's board of managers or board of directors, whichever is applicable; or
- (2) a condominium association's board of managers or board of directors, whichever is applicable.

"Common interest community" means a property governed by the Common Interest Community Association Act.

"Common interest community association" has the meaning ascribed to it in Section 1-5 of the Common Interest Community Association Act.

"Condominium" means a property governed by the Condominium Property Act.

"Condominium association" means a unit owners' association as defined in subsection (o) of Section 2 of the Condominium Property Act or a master association as defined in subsection (u) of Section 2 of the Condominium Property Act.

"Declaration" has the meaning ascribed to it in:

- (1) Section 1-5 of the Common Interest Community Association Act; or
- (2) Section 2 of the Condominium Property Act.

"Department" means the Department of Financial and Professional Regulation.

"Director" means the Director of the Division of Real Estate.

"Division" means the Division of Real Estate within the Department of Financial and Professional Regulation.

"Office" means the Office of the Condominium and Common Interest Community Ombudsperson established under Section 20 of this Act.

"Ombudsperson" means the Condominium and Common Interest Community Ombudsperson named under Section 20 of this Act.

"Person" includes a natural person, firm, association, organization, partnership, business trust, corporation, limited liability company, or public entity.

"Secretary" means the Secretary of the Department of Financial and Professional Regulation.

"Unit" means a part of the condominium property or common interest community property designed and intended for any type of independent use.

"Unit owner" has the meaning ascribed to it in:

- (1) subsection (g) of Section 2 of the Condominium Property Act; or
- (2) Section 1-5 of the Common Interest Community Association Act.

(Source: P.A. 98-1135, eff. 1-1-17 (See Section 20 of P.A. 99-776 for effective date of P.A. 98-1135); 99-776, eff. 8-12-16.)

(765 ILCS 615/20)

(Section scheduled to be repealed on July 1, 2022)

Sec. 20. Office of the Condominium and Common Interest Community Ombudsperson.

(a) There is created in the Division of Real Estate within the Department of Financial and Professional Regulation, under the supervision and control of the Secretary, the Office of the Condominium and Common Interest Community Ombudsperson.

(b) The Department shall name an Ombudsperson and other persons as necessary to discharge the requirements of this Act. The Ombudsperson shall have the powers delegated to him or her by the Department, in addition to the powers set forth in this Act.

(c) Neither the Ombudsperson nor the Department shall have any authority to consider matters that may constitute grounds for charges or complaints under the Illinois Human Rights Act or that are properly brought before the Department of Human Rights or the Illinois Human Rights Commission, before a comparable department or body established by a county, municipality, or township pursuant to an ordinance prohibiting discrimination and established for the purpose of investigating and adjudicating charges or complaints of discrimination under the ordinance, or before a federal agency or commission that administers and enforces federal anti-discrimination laws and investigates and adjudicates charges or complaints of discrimination under such laws.

(d) Information and advice provided by the Ombudsperson has no binding legal effect and is not subject to the provisions of the Illinois Administrative Procedure Act. (Source: P.A. 98-1135, eff. 1-1-17 (See Section 20 of P.A. 99-776 for effective date of P.A. 98-1135); 99-776, eff. 8-12-16.)

(765 ILCS 615/25)

(Section scheduled to be repealed on July 1, 2022)

Sec. 25. Training and education. On or before July 1, 2017, the Ombudsperson shall offer training, outreach, and educational materials, and may arrange for the offering of courses to unit owners, associations, boards of managers, and boards of directors in subjects relevant to: (i) the operation and management of condominiums and common interest communities; and (ii) the Condominium Property Act and the Common Interest Community Association Act.

(Source: P.A. 98-1135, eff. 1-1-17 (See Section 20 of P.A. 99-776 for effective date of P.A. 98-1135); 99-776, eff. 8-12-16.)

(765 ILCS 615/30)

(Section scheduled to be repealed on July 1, 2022)

Sec. 30. Website; toll-free number.

(a) The Office shall maintain on the Department's website the following information:

(1) the text of this Act, the Condominium Property Act, the Common Interest Community Association Act, and any other statute, administrative rule, or regulation that the Ombudsperson determines is relevant to the operation and management of a condominium association or common interest community association;

(2) information concerning non-judicial resolution of disputes that may arise within a condominium or common interest community, including, but not limited to, alternative dispute resolution programs and contacts for locally-available dispute resolution programs;

(3) a description of the services provided by the Ombudsperson and information on how to contact the Ombudsperson for assistance; and

(4) any other information that the Ombudsperson determines is useful to unit owners, associations, boards of managers, and boards of directors.

(b) The Office may make available during regular business hours a statewide toll-free telephone number to provide information and resources on matters relating to condominium property and common interest community property.

(Source: P.A. 98-1135, eff. 1-1-17 (See Section 20 of P.A. 99-776 for effective date of P.A. 98-1135); 99-776, eff. 8-12-16.)

(765 ILCS 615/35)

(Section scheduled to be repealed on July 1, 2022)

Sec. 35. Written policy for resolving complaints.

(a) Each association, except for those outlined in subsection (b) of this Section, shall adopt a written policy for resolving complaints made by unit owners. The association shall make the policy available to all unit owners upon request. The policy must include:

(1) a sample form on which a unit owner may make a complaint to the association;

(2) a description of the process by which complaints shall be delivered to the association;

(3) the association's timeline and manner of making final determinations in response to a unit owner's complaint; and

(4) a requirement that the final determination made by the association in response to a unit owner's complaint be:

- (i) made in writing;
- (ii) made within 180 days after the association received the unit owner's original complaint; and
- (iii) marked clearly and conspicuously as "final".

(b) Common interest community associations exempt from the Common Interest Community Association Act are not required to have a written policy for resolving complaints.

(c) No later than January 1, 2019, associations, except for those identified in subsection (b) of this Section, must establish and adopt the policy required under this Section.

(d) Associations first created after January 1, 2019, except for those identified in subsection (b) of this Section, must establish and adopt the policy required under this Section within 180 days following creation of the association.

(e) A unit owner may not bring a request for assistance under Section 40 of this Act for an association's lack of or inadequacy of a written policy to resolve complaints, but may notify the Department in writing of the association's lack of or inadequacy of a written policy.

(Source: P.A. 98-1135, eff. 1-1-17 (See Section 20 of P.A. 99-776 for effective date of P.A. 98-1135); 99-776, eff. 8-12-16.)

(765 ILCS 615/40)

(Section scheduled to be repealed on July 1, 2022)

Sec. 40. Dispute resolution.

(a) Beginning on July 1, 2020, and subject to appropriation, unit owners meeting the requirements of this Section may make a written request, as outlined in subsection (f) of this Section, to the Ombudsperson for assistance in resolving a dispute between a unit owner and an association that involves a violation of the Condominium Property Act or the Common Interest Community Association Act.

(b) The Ombudsperson shall not accept requests for resolutions of disputes with community association managers, supervising community association managers, or community association management firms, as defined in the Community Association Manager Licensing and Disciplinary Act.

(c) The Ombudsperson shall not accept requests for resolutions of disputes for which there is a pending complaint filed in any court or administrative tribunal in any jurisdiction or for which arbitration or alternative dispute resolution is scheduled to occur or has previously occurred.

(d) The assistance described in subsection (a) of this Section is available only to unit owners. In order for a unit owner to receive the assistance from the Ombudsperson described in subsection (a) of this Section, the unit owner must:

- (1) owe no outstanding assessments, fees, or funds to the association, unless the assessments, fees, or funds are central to the dispute;
- (2) allege a dispute that was initiated, or initially occurred, within the 2 calendar years preceding the date of the request;
- (3) have made a written complaint pursuant to the unit owner's association's complaint policy, as outlined in Section 35, which alleged violations of the Condominium Property Act or the Common Interest Community Association Act;

(4) have received a final and adverse decision from the association and attach a copy of the association's final adverse decision marked "final" to the request to the Ombudsperson; and

(5) have filed the request within 30 days after the receipt of the association's final adverse decision.

(e) A unit owner who has not received a response, marked "final", to his or her complaint from the association within a reasonable time may request assistance from the Ombudsperson pursuant to subsection (a) of this Section if the unit owner meets the requirements of items (1), (2), and (3) of subsection (d) of this Section. A unit owner may not request assistance from the Ombudsperson until at least 90 days after the initial written complaint was submitted to the association. The Ombudsperson may decline a unit owner's request for assistance on the basis that a reasonable time has not yet passed.

(f) The request for assistance shall be in writing, on forms provided electronically by

the Office, and include the following:

- (1) the name, address, and contact information of the unit owner;
- (2) the name, address, and contact information of the association;
- (3) the applicable association governing documents unless the absence of governing documents is central to the dispute;
- (4) the date of the final adverse decision by the association;
- (5) a copy of the association's written complaint policy required under Section 35 of this Act;
- (6) a copy of the unit owner's complaint to the association with a specific reference to the alleged violations of the Condominium Property Act or the Common Interest Community Association Act;
- (7) documentation verifying the unit owner's ownership of a unit, such as a copy of a recorded deed or other document conferring title; and
- (8) a copy of the association's adverse decision marked "final", if applicable.

(g) On receipt of a unit owner's request for assistance that the Department determines meets the requirements of this Section, the Ombudsperson shall, within the limits of the available resources, confer with the interested parties and assist in efforts to resolve the dispute by mutual agreement of the parties.

(h) The Ombudsperson shall assist only opposing parties who mutually agree to participate in dispute resolution.

(i) A unit owner is limited to one request for assistance per dispute. The meaning of dispute is to be broadly interpreted by the Department.

(j) The Department has the authority to determine whether or not a final decision is adverse under paragraph (4) of subsection (d) of this Section.

(k) The Department shall, on or before July 1, 2020, establish rules describing the time limit, method, and manner for dispute resolution.

(l) (Blank).

(Source: P.A. 98-1135, eff. 1-1-17 (See Section 20 of P.A. 99-776 for effective date of P.A. 98-1135); 99-776, eff. 8-12-16.)

(765 ILCS 615/45)

(Section scheduled to be repealed on July 1, 2022)

Sec. 45. Confidentiality.

(a) All information collected by the Department in the course of addressing a request for assistance or for any other purpose pursuant to this Act shall be maintained for the confidential use of the Department and shall not be disclosed. The Department shall not disclose the information to anyone other than law enforcement officials or regulatory agencies that have an appropriate regulatory interest as determined by the Secretary. Information and documents disclosed to a federal, State, county, or local law enforcement agency shall not be disclosed by that agency for any purpose to any other agency or person.

(b) A request for information made to the Department, or the Ombudsperson, under this Act does not constitute a request under the Freedom of Information Act.

(c) The confidentiality provisions of this Section do not extend to educational, training, and outreach material, statistical data, or operational information maintained by the Department in administering this Act.

(Source: P.A. 98-1135, eff. 1-1-17 (See Section 20 of P.A. 99-776 for effective date of P.A. 98-1135); 99-776, eff. 8-12-16.)

(765 ILCS 615/50)

(Section scheduled to be repealed on July 1, 2022)

Sec. 50. Reports. The Department shall submit an annual written report on the activities of the Office to the General Assembly. The Department shall submit the first report no later

than July 1, 2018. Beginning in 2019, the Department shall submit the report no later than October 1 of each year. The report shall include all of the following:

(1) annual workload and performance data, including (i) the number of requests for information; (ii) training, education, or other information provided; (iii) the manner in which education and training was conducted; and (iv) the staff time required to provide the training, education, or other information. For each category of data, the report shall provide subtotals based on the type of question or dispute involved in the request; and

(2) where relevant information is available, analysis of the most common and serious types of concerns within condominiums and common interest communities, along with any recommendations for statutory reform to reduce the frequency or severity of those disputes.

(Source: P.A. 99-776, eff. 8-12-16; 100-201, eff. 8-18-17.)

(765 ILCS 615/55)

Sec. 55. (Repealed).

(Source: P.A. 98-1135, eff. 1-1-17 (See Section 20 of P.A. 99-776 for effective date of P.A. 98-1135). Repealed by P.A. 99-776, eff. 8-12-16.)

(765 ILCS 615/60)

(Section scheduled to be repealed on July 1, 2022)

Sec. 60. Rules. The Department may, from time to time, adopt such rules as are necessary for the administration and enforcement of any provision of this Act. Any rule adopted under this Act is subject to the rulemaking provisions of the Illinois Administrative Procedure Act.

(Source: P.A. 98-1135, eff. 1-1-17 (See Section 20 of P.A. 99-776 for effective date of P.A. 98-1135); 99-776, eff. 8-12-16.)

(765 ILCS 615/65)

(Section scheduled to be repealed on July 1, 2022)

Sec. 65. State Lawsuit Immunity Act. Nothing in this Act shall be construed to constitute a waiver of the immunity of the State, Department, Division, Office, or Ombudsperson, or any officer, employee, or agent thereof under the State Lawsuit Immunity Act.

(Source: P.A. 98-1135, eff. 1-1-17 (See Section 20 of P.A. 99-776 for effective date of P.A. 98-1135).)

(765 ILCS 615/70)

(Section scheduled to be repealed on July 1, 2022)

Sec. 70. Repeal. This Act is repealed on July 1, 2022.

(Source: P.A. 98-1135, eff. 1-1-17 (See Section 20 of P.A. 99-776 for effective date of P.A. 98-1135); 99-776, eff. 8-12-16.)

(765 ILCS 615/75)

Sec. 75. (Amendatory provisions; text omitted).

(Source: P.A. 98-1135, eff. 7-1-16; text omitted.)



(765 ILCS 615/80)

Sec. 80. (Amendatory provisions; text omitted).

(Source: P.A. 98-1135, eff. 7-1-16; text omitted.)

(765 ILCS 615/999)

(Section scheduled to be repealed on July 1, 2022)

Sec. 999. Effective date. This Act takes effect January 1, 2017.

(Source: P.A. 98-1135, eff. 1-1-17 (See Section 20 of P.A. 99-776 for effective date of P.A. 98-1135); 99-776, eff. 8-12-16.)

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## APPENDIX F

### Resource Material on Detecting and Dealing with Bed Bug Infestations

Supplement to [Article III.F.4](#)—Maintenance of a Sanitary Condition

**Day-to-Day Prevention**

- Bed bugs are excellent hitchhikers, so be extra careful when traveling (see tips below).
- Change and wash bedding regularly.
- Do not bring second-hand furniture into your home unless you have thoroughly inspected and cleaned the items first.
- Reduce clutter.

**Traveling Tips**

- Inspect mattress and headboard with flashlight.
- Keep bags, luggage, and backpacks off the bed. Inspect and then use a luggage rack.
- Never place clothes, or jackets, on bed or couch. Do not store clothes in dresser.
- If you are concerned about exposure, after travel, seal all items in plastic bags until time for washing or treatment.
- Unpack clothes directly into washer / dryer.
- Inspect luggage closely with flashlight and magnifying glass for bed bugs upon returning home.

**Bites and Disease**

**Bed bugs are not known to transmit disease.** Bites are often painless and occur at night while you are sleeping. Some people suffer allergic reactions and develop painful swelling.

**The important thing is to act fast — before they have time to multiply.**

**Pesticide Safety First! Read the Label.**

**How to Hire a Pest Control Operator**

- Call several licensed and insured companies, compare services and get written estimates.
- Insist on and check references.
- Look for companies that:
  - offer an IPM solution
  - offer both chemical and non-chemical treatment options
  - give a pre-treatment check-list
  - perform pre-treatment inspection
  - recommend both interceptors and encasements
  - offer two or more service visits and follow-up

**Before Using Pesticides**

- Some pesticides are considered minimum risk. EPA does not register and check for effectiveness of these products. These products do not have EPA registration numbers on the label.
- Never use outdoor pesticides indoors.
- Some pesticides and total release foggers are highly flammable. Improper use may cause a fire.
- Never overuse pesticides. More is not better!
- Read, understand, and follow the label-use directions.

**Bed Bug Prevention, Detection and Control**

Bed bugs are parasites that seek out sleeping people or animals for a blood meal. After feeding, they hide. It is challenging, but not impossible, to prevent, detect and control bed bugs due to their small size and ability to squeeze into cracks and crevices, where they are often unnoticed.

Pesticides alone generally will not eliminate bed bugs. Effective bed bug control requires Integrated Pest Management (IPM). IPM is an environmentally sensitive approach to pest management that relies on knowledge of the pest, plus common sense practices, such as inspection, monitoring, reducing clutter, the use of physical barriers, and the judicious use of pesticides.

**Be Alert, Be Aware, Bed Bugs Could be Anywhere!**

For more information on bed bugs and IPM go to: [www.epa.gov/bedbugs](http://www.epa.gov/bedbugs)  
Pesticide Poisoning: Call 1-800-222-1222

**EPA** United States Environmental Protection Agency  
735F12013



Early detection and prompt response will avoid larger problems.

**Bed Bug Identification**

- Eggs: tiny, white, and glued to surfaces.
- Nymphs are light colored, from 1/16th".
- Adults are rusty red, apple seed sized, 3/8".
- Six legs, oval, flattened from top to bottom.
- Do not jump or fly, but are good runners.
- They tend to congregate together.
- They can live several months without a blood meal.
- **Important:** Capture several examples of the pest and have them identified by a qualified expert before taking any further actions.

**Signs of Bed Bugs**

- Small, whitish shed skins and rusty spots on bed linens which are droppings and blood stains from crushed bugs.
- Live bed bugs of any size.
- Eggs and casings among droppings or in crevices where adults hide.
- An offensive, sweet, musty odor from the bed bugs when infestations are severe.
- You may have red, itchy welts or rashes from bites; however, bite marks are **not** a reliable indication of a bed bug infestation.

Bed bugs are no one's fault. They don't discriminate - anyone can have them.

**Where do Bed Bugs Hide?**

- Mattresses, box springs, bed frames and head boards (along seams and piping, under handles and labels).
- Under the thin dust cloth on bottom of box spring.
- Seams and fabric folds in curtains and under furniture, including chairs and sofas.
- Under wall-to-wall carpeting and padding.
- Anywhere there are cracks, crevices or nail holes in walls, and under wood moldings and baseboards.
- Under loose wallpaper and seams, and where ceiling and wall meet.
- In and behind picture frames and mirrors.
- Clothing and clutter stored in closets, under beds and elsewhere.
- Inside switch plates, electrical outlets, clocks, computers, phones, televisions and smoke detectors.
- On and in recently used luggage, backpacks and bags.



Inspect carefully

Don't pass bed bugs onto others!

Caulk cracks and spaces    Interceptor under leg



**Integrated Pest Management**

**1. Physical Control Methods**

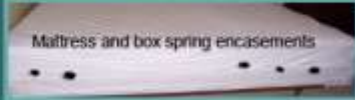
- Vacuuming reduces bed bug populations. Clean and vacuum bed bug prone areas daily. Immediately seal and dispose of vacuum bag.
- Install encasements on mattress and box spring.
- Install bed bug interceptors under bed and furniture legs.
- Make the bed an island. Keep bed away from wall and do not let bedding touch the floor.
- Remove clutter where bed bugs can hide.
- Isolate infested items in sealed plastic bags or containers. Treat items in hot dryer for 30 min.
- Clean and scrub seams / folds with detergent.
- Seal cracks where bed bugs can hide.
- If you live in an apartment or other multi-family dwelling, and you see a bed bug, contact your landlord immediately.

**2. Non-chemical Controls**

Items that cannot be washed or dried may be steamed, heated or frozen using specialized equipment. Raising the indoor temperature with a thermostat or space heaters will not work, nor will placing items in the home freezer. Contact a bed bug management professional for advice.

**3. Pesticide Controls**

Pesticides are an important part of the IPM toolbox. Please view cautions listed — over.



Mattress and box spring encasements



**EXTERMINATOR COMPANY Inc.**

*Preventative Pest Control Since 1900*

(847) 439-4488

(773) 631-8383

**SUBSIDIARY COMPANIES:**

- CHICAGO EXTERMINATING CO.  
 SAFEGARD EXTERMINATING CO.

100 S. LIVELY BLVD.  
 ELK GROVE VILLAGE, IL 60007-1621

## PREPARING FOR BED BUG TREATMENT

Bed bugs can be tough to control especially if the areas to be inspected and treated are not properly prepared before the service technicians arrive. Bed bugs hide and breed in many places including beds, along base-boards, furniture, in night stands, dressers, behind pictures on walls, in clothing/bed linens, and in all kinds of cracks and crevices. In order for our technicians to provide treatments, the following areas need your attention.

**Prior to service**, all electronic equipment, clocks, computers, televisions and audio/visual recording devices should be shut down and unplugged from their electrical sources.

Reduce/eliminate as much clutter as possible by placing items in plastic garbage bags and throwing out what is no longer needed. Make sure the room perimeter is accessible for inspection and treatment.

Remove all sheets, blankets, mattress covers, pillowcases and bedding; wash and dry on high settings. Place clean items in new plastic garbage bags. Do not put them back on the bed until the evening after the pest control service. Read washing and drying instructions to ensure they will not be damaged.

Remove all clothing, shoes, toys, and boxes from bedroom floors, closets, nightstands and dressers. Clothing, toys and shoes that can be put in a clothes dryer should be dried on high setting for 30 minutes. Read washing and drying instruction to ensure they will not be damaged. Cardboard boxes should be eliminated or stored offsite.

Vacuum floors, mattresses, furniture, inside empty closets, dresser drawers and nightstands; throw out vacuum cleaner bag afterward.

Purchase bed bug proof mattress/box spring covers for all beds. They should be installed after treatment. The covers can be purchased at *Bed, Bath & Beyond* or any store that sells mattresses. *To provide the best possible service*, it may be necessary for the service technicians to move various items to gain better access to problem areas. Where needed, the fabric coverings on the underneath side of box springs and upholstered furniture may be removed as these areas are often a place where bed bugs hide.

Infant cribs and mattresses will be inspected and given a steam application. No pesticide application will be made. Client is responsible for cleaning and/or disposal of infested crib/mattress.

Pictures / posters and other items on the walls should be removed and placed on the floor in the middle of the room.

Ensure that no animals or people are in the treatment areas during the service and for 4 hours afterward.

Young children, the elderly, and people with health concerns should be out during the treatment and consult with their doctor prior to the service to see when they can return to the treated areas.

If you have any questions concerning these preparations, please contact our office before your service at **847.439.4488**.

-Information obtained from Larry Pinto and Associates

*Family Owned for Over* **100** *Years*



## Thermal Remediation Resident Checklist

The key to proper Thermal Remediation is proper preparation. The following checklist is provided to assist you in preparing your residence for treatment. Following this checklist will assist in expediting the remediation process and dramatically improve our success levels.

- Clean up clutter. Empty and remove all garbage from wastebaskets. Please seal up all trash and dispose of. Properly sealing the trash and removing from building without contaminating common areas is extremely important.
- Clear the common areas prior to heat treatment. Make sure you have room for large heaters to be placed in the apartment.
- Use laundry baskets to place clothing, linens and towels in them. Leave nothing packed away. These are areas bed bugs hide in; stacks and piles lead to longer treatment times. Do not pack baskets tightly or over fill them. **Items in your residence will be moved, shifted, opened, and rotated by our team. We will have to move piles around and spread them out to thoroughly bring everything up to temperature. Items will not be refolded and things may not be in the same place when you return.**
- We must have two feet of clear access to all walls including closets.
- All mattresses and furniture of all types should remain in the residence until treated, these items can hide insects.
- Electronic equipment is typically rated for temperatures of 130 to 150 degrees. Please unplug and power down before the treatment. All electronics need to remain in the residence for treatment; they are highly suspect to infestation.
- Fans are utilized for air circulation during the heat treatment process. Special concern should be given to small pictures, wall items, and paperwork that may be blown off walls, tables, etc. Containers or boxes can be used to loosely stack these items.
- Remove all pressurized cylinders, aerosol cans, soda cans, paints, and flammable chemicals. House plants should be removed. Please inspect these items for bed bug eggs.

- Remove or place all soaps, candles, cosmetics, bottled alcohols, and medications in the refrigerator or bathtub prior to the treatment.
- One-of-a-kind items such as heirlooms and other higher value items which are not replaceable should be removed from the residence. Please inspect these items for bed bugs or bed bug eggs.
- You must prepare a set of clothing for the day of treatment. This requires you to have commercial Laundromat dryer at a higher temperature to heat your clothes. These clothes then need to be sealed in a plastic bag to change into before leaving for the day. On treatment day you must leave behind everything in the apartment to be treated. Please be available to enter the apartment for a 10 minute period during treatment with anything you need treated. The technician will advise you on a time to return for the ten minutes and then when the treatment will be finished.
- Check your car and storage locker for any items that you think may need treatment. Items that are removed for that day and are not treated may create infestation.

Treatment times will vary according to design and the amounts of personal content. Please plan on being out of your residence for a minimum of 10 hours. Your cooperation with the checklist above is imperative, appreciated, and will facilitate a successful chemical free treatment.

By signing below I am acknowledging that I have read the above checklist.

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_



One Twenty Inc.

494 Nuthatch Way Lindenhurst, IL 60046 Phone: 847-401-1793 Cell: 815-739-0629

## BED BUG SUPPLEMENT

# All Washed UP

By Mike Merchant

*Editor's Note: The following article appeared on Mike Merchant's blog, "Insects in the City," which can be found at <http://insectsinthecity.blogspot.com>. The blog offers readers news and commentary about the urban pest management industry and is excerpted here with permission of the author.*

**T**he nice thing about an emergency pest problem, like the current bed bug epidemic, is that such problems attract a lot of attention from the research community. Here I'd like to present some research from two British scientists from the University of Sheffield, R.A. Naylor and C.J. Boase, about how to kill bed bugs in bedding and clothing using laundering procedures.

Knowing how to "disinfest" clothing is important to pest control, because, as the authors so carefully explain, bed bugs "may seek harborage among clothing stored close to the bed, or may be entangled with bed linen while it is being changed." And, "once associated with clothing or linen, there is a risk that bed bugs may then escape insecticide treatments, and may be transported to new locations."

Although there have been many recommendations on the Internet and in print concerning how to disinfest laundry, Naylor and Boase point out that such recommendations are often vague or conflicting and have been based on little formal research. So they set out to look at the temperatures and conditions necessary to ensure 100 percent mortality of adult, nymph and egg stages of bed bugs.

To do this they took laboratory-reared bed bugs and sealed them in cotton bags. These bags were then placed among sheets or in the pockets of clothing to assess mortality of standard cleaning methods. The results were enlightening and should help in recommendations for how your customers can ensure maximum effectiveness of methods to disinfest household articles.

A summary of the results of this study follows:

- Freezing can kill bed bugs. Reducing temperatures to -17°C (0°F) for two hours will kill all bed bug life stages (about the temperature of a chest

freezer, not a refrigerator freezer). A 5½-pound batch of clothes, however, does not drop to 0°F immediately. The researchers found that it took about eight hours for the temperature in the center of that wad of clothes to reach killing temperature. Thus, PMPs should put clothes in the freezer for at least 10-12 hours.

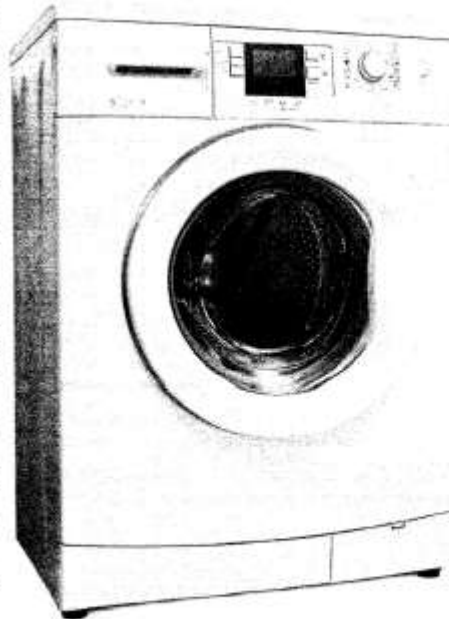
- Bed bugs also are susceptible to high temperatures of 40-50°C (104-122°F). In order to reach these temperatures, clothing to be disinfested can be placed in a large tumble drier at the HOT setting for at least 30 minutes (for a 7.7-pound load). A 10-minute HOT tumble dry only killed about 75 percent of nymphal bed bugs and 85 percent of adults. Interestingly, the COOL cycle killed almost no bed bugs.
- Soaking clothes in cold water for 24 hours (without detergent) killed all adults and nymphs, but killed no eggs. Unfortunately, the researchers did not test whether soaking clothes in cold soapy water for 24 hours would kill eggs. This alternative treatment might be useful, especially for cleaning clothes that are labeled for cool wash and dry only.
- Dry cleaning killed all life stages of bed bugs, and would be an appropriate treatment for delicate and temperature-sensitive fabrics.
- When washing clothes, wash water at 60°C (140°F) on 30-minute wash cycles killed 100 percent of all life stages. Washing at 40°C (100°F) killed all adults and nymphs, but only 25 percent of eggs.

### Guidelines for killing bed bugs in laundry.

So clearly, washing clothes for bed bug disinfestation should be done at the hottest temperatures (about 140°F).

**FINAL THOUGHTS.** Experience with many pests verifies the wisdom of using multiple control tactics to control pests — a basic tenet of IPM. Certainly bed bugs are no exception. Reducing clutter, systematic inspection and treatment of the bedroom and other infested rooms, trapping and ongoing monitoring, and effective treatment of all exposed household articles, including clothing, are all essential components of good bed bug control. This research should help all of us with fabric disinfestation. **PCT**

The author has been an entomology specialist for Texas AgriLife Extension since 1989. Contact him via e-mail at [mmerchant@giernedia.com](mailto:mmerchant@giernedia.com).



# Bed Bug

Laundry Chicagoland

872-395-3952

bedbuglaundrychicagoland.com

## Our Guide to Successful Treatment

Please use this guide in your preparation for Pick-up. Feel free to call or email with any questions.

### *Where to begin... 1st read all instructions*

Items that we cannot treat or are hazardous when exposed to heat such as:

- Electronics, phones, cameras, film and photographs
- Aerosols, glues, lighters, any flammable liquids including perfume
- Candles, lotions and medications
- Breakable items such artwork, vases, anything glass or ceramic, lampshades
- Make-up, photographs

Items that can be treated but may suffer damaged during transportation or treatment such as:

- Crushable items such as and formed hats and baseball caps
- Furs, faux furs and leather, including some shoes
- Bed skirts with mesh-like material between mattress and box spring

Any other items that you are unsure of, please ask

**Our objective is to rid your items of bed bugs.** Although we try our best, sometimes the heat required to kill bed bugs is simply above the temperature that an item can withstand. Some damage may occur that cannot be avoided and you assume this risk while utilizing our services.

We will not be held responsible for:

- Color bleeding during wash.
- Damage due to improper sorting or labeling of bags.
- Damage caused by items left in pockets, such as, candy, pens, chapstick
- Damage caused to or by items with Velcro or eye-hooks which may damage other items while tumbling in dyers.

You assume the risk of any damage to items.

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### Cautions

Items that require special consideration are:

- Delicate items with special materials such as sequins, tassels or fringe would need Heat Chamber treatment.
- Clothing labeled as follows CANNOT be washed and dried at HIGH heat without damage. Items can be treated in our heat chambers and should be labeled for Heat Chamber treatment. However, if dirty they will be returned dirty. Stains may be set while being heat treated.

\*Line Dry Only

\*Dry on Low

\*Lay Flat to Dry

- Dry-Clean Only

These items CANNOT be washed and dried at HIGH heat without damage.

We offer 2 options:

1—Items can be tumbled in HIGH heat dryers and returned folded, not pressed. However, if dirty they will be returned dirty. Stains may be set while being heat treated.

2—Items can be professionally Dry Cleaned.

**This option is priced per item.**

- Special Items like furs and leathers react differently to heat. These items will be treated in our Heat Chambers at the lowest heat possible to avoid damage but must also be brought to appropriate temperature to kill bed bugs and eggs, which may cause damage.
- Shoes—Please note that materials used in shoes vary greatly and the heat required to effectively treat for bed bugs may exceed the manufacturers recommendations and may result in damage.



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***SORTING*** Separate your other clothing and items into as many piles as necessary according to the following:

### FULL TREATMENT (FULL) \$2.50/lb

Dirty items that you would like washed and HIGH heat tumble dried.

These items will be washed in cold water and will be treated in HIGH heat dryers. If clothing is labeled Line Dry/Fry on Low/Lay Flat to Dry they may be damaged.

Clothing that is wet and then subjected to HIGH heat is where damage can occur, this option should be use only if necessary.

**NO PILLOWS; NO HANGERS or PACKAGING**

### TREAT & FOLD (TF) \$1.75/lb

Clean items that will be tumbled in HIGH heat dryers.

This option is where the majority of clothing usually goes. It covers most of your clean items that are in your drawers and closets, and bedding items like comforters and bed pillows.

Items labeled Dry Clean Only can be tumbled in HIGH heat dryers and returned folded, not pressed.

**NO HANGERS or PACKAGING**

### HEAT CHAMBER (HC) \$3.50/lb

This includes items like your back packs, purses, decorated pillows, children's toys and stuffed animals and books.

This also includes delicate clothing which have sequins, fringe or tassels that may suffer damage if tumbled. Also any dirty clothing that CANNOT be HIGH heat tumbled, such as, Line Dry Only/Dry on Low/Lay Flat to Dry or dirty delicates, the heat may set in stains. Clothing may have wrinkles since they are not tumbled.

Items with fur, faux fur and leather jackets and shoes will be treated in our Heat Chambers at a lower temperature for a longer period of time. Please bag separately and label HC—LOW

### PROFESSIONAL DRY CLEAN (PROF) Priced per item as shown last page.

Items that you would like professionally Dry Cleaned.

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***BAGGING*** Once you have your items sorted into your piles, bag each pile separately. For effective treatment for all customers' items, bags must be completely dumped into washers, dryers and heat chambers. Therefore, it is very important not to overfill bags. It is also important to assure that only items that are being treated the same way are bagged together. We CANNOT pull out items. Items are treated as bagged and labeled.

Preferably using kitchen size garbage bags please only fill bags so there is enough room to securely seal bags. Squeeze as much air out as possibly then twist bags and tightly seal with duct tape. Then double bag, again squeezing out as much air as possible, twist bags and seal with duct tape. For the safety of all our customers, we may refuse bagged items that are not properly sealed or have holes.

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**LABELING** Once you have your items bagged and sealed please label according to treatment options.

Please use duct tape and permanent markers for the labeling. Stick the duct tape right onto each bag. Do not use post-it notes or tape paper to the bags and they could come off during transport.

Make sure that every bag has 2 labels that are clearly written:

1—Your **NAME & ADDRESS**

2— **TREATMENT OPTION**

Here are a few examples:

Smith

123 Michigan Ave

FULL

Full Treatment (FULL)

TF

Treat & Fold (TF)

PROF

Professional Dry Clean (PROF)

HC

Heat Chamber (HC)

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## THINGS TO KNOW

- Our minimum job charge is \$150.00, we will process small jobs but you will be charged a flat fee of \$150.00. Most clients do not find it difficult to meet this minimum.
- We pick-up your items, eliminate bed bugs, store your items until your exterminator has completed their treatment and then deliver them according to your schedule. (4 weeks storage unless special arrangements are made)
- It is your responsibility to remove all items from pockets and bags. We will not be held responsible for damage caused by treating items that were bagged and given to us with things such as candy, lipstick and pens in them.
- Once we pick-up your items, you will not have access to individual pieces until you schedule your delivery. Please make sure any items that you cannot be without through the duration of your extermination process, which can take weeks, are not given to us for treatment. These items along with clothing that you feel comfortable in treating and managing on your own during extermination should be bagged to be laundered or dry cleaned by you. Please bear in mind any upcoming vacations, weddings or special events when decided which items to give to us.
- It is important that you follow your exterminators recommendation on what items need to be treated depending on the severity of your infestation. We will treat items except those listed on the first page. Please ask your exterminator for alternatives and safety issues regarding the treatment of these items.
- NOT RESPONSIBLE for items left over 60 days unless explicit written agreement to do so.
- RETURN CHECK FEE—\$35.00

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***DELIVERY***

We normally require a minimum of 3-7 days to process your order, depending on the amount of items that need to be treated in our Heat Chamber and our current inventory, this process could take longer.

When scheduling your order, please let us know if you will be taking advantage of our free storage (for up to 4weeks). This is highly recommended while your home is being exterminated. Not only does this lessen the risk of your items being re-infested, but also lessens their exposure to chemicals.

Please notify us 5 days prior to your desired delivery if using our storage.

Unless specific arrangements are made, we are not responsible for clothing left unclaimed after 30 days.

***PAYMENT***

We accept cash, credit or debit card, and personal checks. For swiped credit or debit card, a 2.75% processing fee will be added.

Payment is due upon delivery. \$35 fee will be charged for returned checks.

We will provide you with a full invoice upon the completion of the treatment of your items.

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*Professional Dry Cleaning Prices***Blouses** \$4.50/item**Shirts** \$3.50/item**Specialty shirts** \$7.00/item**Sweaters** \$4.50/item**T-shirts** \$4.00/item**2-piece suits** \$9.50/suit**Ties** \$3.00/item**Sport Coat** (men's, ladies) \$4.75/item**Raincoats** From \$12.00/item**Full Length Coat** \$14.00/item**Winter Coat** \$11.50**Rain Coat** \$11.50**Napkins** \$5.00/item**Curtains** From \$20.00/item**Pillows** From \$6.00/item**Pants** \$4.75/item**Skirts** \$4.75/item**Dresses** \$8.75/item**Gowns** From \$12.00/item**Shorts** \$3.50/item**Vests** \$4.00/item**Scarves** \$4.00/item**Gloves** \$4.00/item**Hats** \$3.00/item**3/4 Coat** From \$9.50/item**Down Jackets** From \$13.50/item**Ski pants** \$20.00/item**Tablecloths** From \$20.00/item**Handbags** From \$5.00/item**Blankets** From \$10.50/item

**Leather items**—We recommend treating leather items in our Heat Chambers (HC) as that is less costly and equally effective.

**DRY-CLEANING NOTES** \* Prices are subject to small changes, depending on the length of your storage.

\*\* Please note that dry-cleaning is coded and processed by our contracted dry-cleaners.

\*\*\* Pillows and blankets do not have to be dry-cleaned, but if you choose to do so, these are the prices we would charge. Typically, most of our clients elect to use treatment codes "FULL" or "TF" for blankets and must use "TF" for pillows.

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