WESTHAVEN PARK PHASE IIC

RULES AND REGULATIONS

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

BALCONIES

- 1. Each resident is required to maintain his balcony in a neat and orderly condition.
- 2. Only electric grills (charcoal and propane gas grills are prohibited), outdoor/patio furniture, and potted plants in appropriate receptacles that will prevent the spilling of irrigation water are permitted on balconies. The Management Office maintains the right to regulate or prohibit the amount and type of landscaping, furniture or other items that may be placed on the balcony.
- 3. Hanging clothes, clotheslines, rugs, bedding and the like on balconies is prohibited.
- 4. Tenants and guests are prohibited from securing any items or fixtures to any balcony above the balcony or balconies associated with their Unit. Notwithstanding the foregoing, the Management Office permits reasonable seasonal decorations.
- 5. The use of balconies as a holding area for pets is prohibited. No one shall keep a pet on the balcony unattended for extended periods or overnight.
- 6. The construction of any structure or fence on a balcony is prohibited.
- 7. Flower planter and boxes shall be securely attached to the inside of balcony railings in the appropriate receptacles to prevent the spilling of irrigation water.
- **8.** Nothing may be thrown or intentionally dropped from a balcony.

COMMON AREAS / ELEMENTS

Common areas are for the use of all tenants of Westhaven Park – Phase IIC with the following restrictions:

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

- 10. Tenants may place a doormat at the foot of their Unit entrance door. They shall not store any other objects in the hallway; including but not limited to shoes, boots, umbrellas, empty boxes and garbage bags.
- 11. Tenants and their guests shall not damage or vandalize common areas.
- 12. Throwing balls or Frisbees in the parking lots is not allowed.

COMPLAINTS

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

CONSTRUCTION, ALTERATIONS AND REMODELING WITHIN INDIVIDUAL UNITS

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

CURFEW

All Tenants must adhere to local curfew laws for children.

EMERGENCIES

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

EMPLOYEES OF THE MANAGEMENT OFFICE

Only the Management Office can give verbal instructions or work orders to building employees.

EQUIPMENT AND SYSTEMS

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

FIRE SAFETY

Following are Rules and Regulations pertaining to Fire Safety:

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

LOCKS

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

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

LOITERING

Loitering will not be allowed in areas where "No Loitering" signs are posted.

MOVING

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

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

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

NOISE

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

PARKING AND USE OF MOTORIZED VEHICLES

- 1. All vehicles must be registered with the Management Office. A parking sticker for WHP-IIC must be displayed in the rear window of your vehicle. All Tenants shall adhere to Management's Parking Policy.
- 2. Parking spaces shall be used solely for the parking of automobiles and motorcycles.
- 3. Tenants and their guests shall park no more than either one automobile and one motorcycle or two motorcycles in any single parking space.
- 4. Tenants and their guests must park in parking spaces allocated to such resident's Unit.
- 5. Any vehicle, except those approved by management, parked unattended in any place other than a designated parking spot will be towed at the owner's expense. Management is not responsible for any damage to the vehicle caused by towing.
- 6. Parking or storage of campers, recreational vehicles, heavy equipment and commercial vehicles on the premises is prohibited.
- 7. There is a 5 MPH speed limit on the property.
- 8. No automotive repairs may be performed in parking areas. Motor oils, other engine fluids, and auto parts may not be disposed of on premises. It is a federal crime to dispose of motor oil down the sewer, in the rubbish, or on the grounds.
- 9. All automobiles must enter the parking areas under their own power. They may not be pushed or towed into the garage.

PAYMENT OF RENT

- 1. Rent is due and payable on or before the first (1st) calendar day of the month and considered delinquent if not received by close of business on the fifth (5th) calendar day of the month.
- 2. Management shall ensure that the Tenants receive their rent statements on or before the first (1st) day of the month. On the sixth (6th) day of the month, the Management will generate a delinquency report and send individual letters notifying delinquent Tenants of the need to achieve zero balance within three days from receipt of letter. All Tenants who have not paid rent by the 5th of the month will be charged a late fee of \$10.00 for the first \$500 of rent due for the month plus an additional five percent (5%) of rental amounts due for the month in excess of \$500. For those

families whose primary source of income consists of public benefits, such as IDHS payments or social security payments, and who receive their monthly check after the fifth of the month, Management shall not assess a late fee until eight days after the date of their monthly check. In addition, management shall accept payment of rent on behalf of the resident by homeless prevention and other programs when necessary to prevent eviction.

- 3. Partial payment of rent will not be accepted unless the Tenant and Management enter into a stipulation of settlement agreement and outline payment terms that, at a minimum, require one-half of the amount due be payable upon signing the agreement with the balance to be paid within a four month period.
- 4. If the resident has not paid the rent and any late charges when due, management will serve upon the resident a termination of tenancy notice allowing the resident 14 days to pay the rent due. Late charges are not rent and cannot be demanded in the 14-day notice; failure to pay late charges cannot be a basis for an eviction action.
- 5. Subject to the grievance procedures for PHA units, and if the resident has not paid the rent within the 14 days allowed in the termination of tenancy notice or has not entered into an acceptable payment plan with management pursuant to paragraph 3 above, a lawsuit for rent and possession can be initiated no earlier than expiration of the 14-day notice.
- Please mail or bring your check or money order (NO CASH PLEASE) made payable to WHP-IIC to:

WHP-IIC

Chicago, IL 60612

PETS

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

RESIDENT INSURANCE

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

UTILITIES

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

VACUUM CLEANER

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

WINDOWS

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

