

**HANDBOOK
OF
GARAGE PARKING RULES
FOR
AMERICANA TOWERS CONDOMINIUM**

REVISED 2001

TABLE OF CONTENTS

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE #</u>
I	General Rules	1
II	Applying for Space and Payment of Fees and Deposits	2
III	Valet Parking Procedures	4
IV	Self-Parking Policy	5
V	Violation of Rules	6
VI	Appeal Procedure	7
VII	Communications	7
VIII	Damage Claims	8

SECTION I: GENERAL RULES

1. The Americana Towers Garage is managed by an outside management firm on a contract basis. The parking attendants are employed by Americana Towers.
2. Americana Towers offers four types of parking arrangements:
 - a. Reserved monthly parking for residents in assigned spaces on the 1st, 2nd and 3rd levels;
 - b. Non-reserved parking for residents on the 1st level;
 - c. Daily monthly parking for Americana Towers Condominium Association (ATCA) commercial tenants and local business persons on the 1st level;
 - d. Valet guest parking on the 1st level for Americana Towers residents and commercial tenants' guests only.
3. Parkers must not, under any circumstances, use garage equipment.
4. Parkers must not tamper with any vehicle or bicycle not their own.
5. Parking is not permitted on any of the ramps inside the garage. Parking is not permitted in such a way as to block or hinder the movement of other vehicles unless valet parked. (First Level Only)
6. Reserved monthly parking is assigned as follows, in registration order: "A" list is for resident unit owners' first vehicle; "B" list is for resident unit owners' second. vehicle (two vehicles is the maximum number allowed per owner occupied unit), and "C" list is for tenants (resident who are non unit owners).
7. ATCA and its Board of Managers have no responsibility or liability for any property missing from or damaged in the garage.
8. Residents must sign parking tickets of guests to qualify for the reduced guest parking fee.
9. When a resident of Americana Towers either sells a condominium or moves out of the building, the parking space is relinquished and reassigned to another resident. Parking spaces are not transferable by individuals or by units.
10. There may be times when a parker may wish to bring to the attention of the Garage Committee some personal observations on the conduct of the garage employees. The proper way to do this is to write a letter to the ATCA Management Office, including the date, time, and employee's name. Oral communications will not be satisfactory. Employee conduct forms are available in the Management Office.
11. Parkers or other persons who observe faulty garage equipment or facilities are asked to notify the ATCA Management Office and the Garage Committee Chairman.

12. Vehicle maintenance is not permitted anywhere in the garage, except emergency repairs assisted by the garage attendant. No oil changes or heavy maintenance/repairs are permitted.
13. All provisions of the Americana Towers Garage Parking Application Agreement are part of the Garage Rules and Regulations (see attached application).
14. Americana Towers allows only one registered vehicle per assigned stall.

SECTION II: APPLYING FOR SPACE IN THE GARAGE AND PAYMENT OF FEES AND DEPOSITS.

1. Americana Towers Condominium resident unit owners and unit tenants may garage a vehicle on a monthly basis in the Americana Towers Garage on a space available basis. Once granted the privilege to park, the parker must adhere to these rules or the privilege may be withdrawn. Parking spaces are non-transferable to others except by the Board or its agent.
2. An application form for monthly parking is available from the ATCA Management Office. Residents who wish to garage a vehicle should fill out the application form, and return it to the ATCA Management Office.
3. On receipt of the application form by the ATCA manager, the application will be processed in the following manner:
 - a. Application of resident unit owners' first vehicle will be chronologically listed on the "A" list.
 - b. Applications of Resident Unit Owners with second cars (the maximum number permitted any resident unit owner) will be chronologically listed on the "B" list.
 - c. Applications of unit renters (tenants) will be chronologically listed on the "C" list.
 - d. Persons wishing to change from one level to another level, or from one space to another, may apply and will be listed in the same manner as if this were their initial application for parking privileges.
 - e. When space is available in the garage, the ATCA Management Office will attempt to contact (by phone and in writing), in a 24 hour period, the most eligible applicant. If the space is accepted, the applicant will be billed on a monthly basis.
 - i. The rental period begins the day of acceptance of the garage parking privilege.

- ii. A full month's fee shall be paid if the rental period begins on the first through the 15th of the month.
 - iii. A partial month's fee equal to one-half the monthly rate shall be paid if the beginning of the rental period is the 16th through the 30th of the month.
- f. The most eligible applicant will be determined by this procedure:
- i. The first name on the "A" list with a vehicle of proper size for the available space is the initial most eligible applicant.
 - ii. If the first applicant cannot be contacted by the aforescribed procedure or refuses the offer, then the second name on the "A" list with a vehicle of proper size for becomes the most eligible applicant. An applicant may refuse an offer only once without loss of one position on the waiting list. A second refusal will move the applicant to the last position on the list.
 - iii. Step Two will be repeated until the offer to park is accepted or the list ends. If no one on the "A" list accepts the offer, the Americana Towers Condominium manager will turn to the "B" list and repeat the procedure. If no one on the "B" list accepts the offer, the Americana Towers Condominium manager will turn to the "C" list and repeat the procedure. If no one on the "C" list accepts the offer, the Americana Towers Condominium manager will return to the "A" list and start all over.
- g. A non-interest bearing security deposit is required for the following:
- i. For unit renters, the deposit will be two (2) full months' fee.
 - ii. For resident unit owners, when assessed as a penalty.
- h. The security deposit will be returned on termination of garage use when all other garage fees are paid in full and all key cards and monthly stickers are returned to the ATCA Management Office.
- i. The amount of the deposit increases by \$150.00 for any garage user who falls forty-five (45) days behind in payment of garage fees (see Section V).
 - j. Whenever the monthly fee is increased, the security deposit will be correspondingly increased. If the fee is decreased, the difference will be applied to the next month's fee.
4. All monthly fee payments are due on the first of each month. Payments are considered late

on the tenth of the month and then subject to a late fee charge. A delinquency of forty-five (45) days or more past the 10th of the month in payment of garage fees will result in the loss of parking privileges.

5. The attached application must be completed.
6. Incomplete applications will not be accepted by the ATCA Management Office. A fraudulently completed application will, on discovery, result in permanent loss of the applicant's or agent's parking privilege.
 - a. An agent of an applicant is considered to be any person who applies for a garage space on behalf of an ineligible resident unit owner or unit renter.
 - b. An ineligible person is someone who does not meet the eligibility requirements of Step 3 of this section or someone who has had the parking privilege withdrawn as a result of a violation of these rules (see Section V).
7. Parkers shall provide the ATCA Management Office with a minimum of ten (10) days advanced written notice as to when they wish to relinquish their parking space. If advance notice is not provided, a charge equal to 15 days will be incurred.
8. The ATCA Board of Managers shall determine the eligibility of an applicant if there is a dispute between the applicant and the ATCA Management Office in the manner described in Section VI.
9. The Board establishes the amount of all fees and deposits to be paid for use of the garage.

SECTION III: VALET PARKING PROCEDURES

1. All ATCA parking attendants have the right to park and retrieve valet parked vehicles.
2. Valet parking spaces are on the first level only.
3. Visitor's motorcycles and motor scooters will not be valet parked, but will be charged the same parking rate as any motorized vehicle.
4. All owners of vehicles parked on the first level may find that their vehicle is blocked from exiting or entering the parking area. The parking attendant will move the vehicle as soon as possible.
5. Each and every vehicle parked on an hourly basis shall be valet parked and retrieved, and be assigned a time-in, stamped parking ticket. Said ticket shall be issued at the garage booth on entering. On redemption at the booth, each ticket shall be time-out stamped and the

appropriate fee paid.

6. Vehicles properly parked while deliveries are being made shall be ticketed; however, no fee will be assessed if the time parked is less than 15 minutes and the ticket is signed by either the building resident receiving the delivery or by the Management Office.
7. Vehicles parked for a move in or out of the building shall be ticketed but no fee assessed if the ticket is signed by the building manager or an agent approved by the building manager. NO MOVES ARE PERMITTED ON SUNDAY OR ON THE FOLLOWING HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.
8. All guest vehicles must be valet parked.
9. No resident is allowed to move or retrieve a vehicle which has been valet parked. Valet parkers must let the parking attendants move any vehicles which are blocking their egress.

SECTION IV: SELF PARKING POLICY

1. ATCA will not honor vehicle damage claims for self-parked vehicles. Vehicle owners must rely on their own insurance coverage for any such claims.
2. Parking on ramps or in aisles is not permitted. Stops must be made only at the top and bottom of a ramp. Vehicle speed shall not exceed five (5) miles per hour.
3. Americana Towers allows only one registered vehicle per assigned stall.
4. All registered vehicles shall bear a garage sticker. Self-parked vehicles without a sticker must receive a daily charge ticket upon entering the garage.
5. Any unregistered vehicle will be towed from the garage at the Owner's expense.
6. Temporary loaner cars must be identified by a written sign obtained from the Management Office. This sign must be placed on the dashboard.
7. Motorcycles and motor scooters are to be parked in the area designated for such vehicles, located on the second floor underneath the garage ramp.

SECTION V: VIOLATION OF RULES

1. Any and all parkers and/or passengers who violate garage parking rules are subject to several

possible penalty actions. The options available to the Garage Committee to enforce garage rules include but are not limited to the following:

- a. Write a warning letter to the offending vehicle owner or driver.
 - b. Put a 12" X 12" self-adhesive warning sticker on the side window of an offending vehicle.
 - c. Have an offending vehicle towed away or "booted" with a device that renders the vehicle immobile.
 - d. Withdraw monthly parking privileges from an offending driver
 - e. Other penalty actions as determined by the Board.
2. Among the rule infractions that may initiate such penalties are:
- a. Unauthorized vehicles in the garage, or vehicles without a current ATCA garage sticker appropriately displayed.
 - b. Using garage equipment when not authorized.
 - c. Self-park vehicles parking in an unauthorized space.
 - d. Filling out parking application fraudulently.
 - e. Violation of other garage parking rules or good conduct rules (including abusive behavior toward garage attendants), as may be determined by the ATCA Management Office or by the Americana Towers Board of Managers.
 - f. Payment of fee, security deposit or late charge with an NSF check constitutes non-payment and the delinquency, if applicable, continues until good funds are received (See rule infractions d) and e) above.
 - g. Tampering with vehicles or bicycles.
 - h. Any unrepaired fluid leak or other vehicular malfunction that may result in cleaning and/or repairing damage to the garage.
3. Parkers or other persons are invited to bring violations to the attention of the ATCA Management Office. Complainant must use the incident reports provided by the ATCA Management Office.

SECTION VI: APPEAL PROCEDURE

1. A resident parker or applicant has the right to appeal any decision made by the ATCA Management Office.
2. The appeal should be addressed directly to the Chairman of the ATCA Garage Committee and submitted to the Management Office. The purpose of such a letter is to request an appeals hearing. The Chairman will then schedule the appeal at the next Garage Committee meeting.
3. If an appeals hearing is granted, the involved parties will be notified by the Chairman of the date and time of the hearing. At the appeals meeting, a majority vote of the Committee will be binding on both parties.
4. All penalty actions, including revocation of parking privileges, shall be enforced unless the penalty is removed by the Board. All Committee decisions may be appealed to the Board of Managers.
5. Should a parking revocation be lifted by the Board, immediate resumption of parking is not guaranteed. If the parking space is no longer available, the party will be placed at the top of the appropriate list and will have to wait until a space is available per regular procedures (see Section II).

SECTION VII: COMMUNICATIONS

1. Parkers who wish to communicate with the Garage Committee Chairman can do so most efficiently by addressing their written communication as follows:

GARAGE COMMITTEE CHAIRMAN
 Management Office
 Americana Towers condominium
 1636 North Wells Street
 Chicago, Illinois 60614

2. Parkers who wish to communicate the President of the Board of Managers should address their letters to the same location.

SECTION VIII: DAMAGE CLAIMS

1. Neither Americana Towers Condominium Association nor its Board of Managers shall be liable for any loss or damage to the parker, the parked vehicle, or its contents in or about the garage caused by fire, theft, or collision or any other cause.
2. Any damage done to a vehicle should be reported to the parking attendant before leaving the garage. An accident report form is available in the garage booth.

3. Garage attendants are required to submit an accident report for acts of vandalism occurring in the garage.