

Museum Park Lofts Condominium Association

Rules and Regulations

125 East 13th Street, Chicago, IL 60605
www.125east.com

October 22, 2019

Revision History

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INTRODUCTION

It is the intent that these rules (“Rules”) for Museum Park Lofts Condominium Association (the “Association”) will benefit all unit owners (“Unit Owners”) by providing a practical framework for everyday living that will help to ensure mutually comfortable surroundings and security to all Unit Owners and their Lessees (together “Residents”).

All Residents, a matter of course, are legally obligated to observe all of the provisions of the Declaration of Condominium Pursuant to the Condominium Property Act for Museum Park Lofts (the “Declaration”) and By-Laws, as they may be amended from time to time, as well as the Rules. The Rules will govern the conduct of all Unit Owners and Residents and any person on the property at the invitation or permission of any Unit Owner or Resident. Unit Owners shall be responsible for the conduct of their families living in their unit, tenants, members of the tenant’s family in the unit, as well as any of their guests and invitees.

These Rules will be enforced with consistency. Any violation of these Rules will result in appropriate action being taken by the Board of Directors (the “Board”) of the Association in accordance with its powers and duties.

All Unit Owners should retain and refer to the Declaration obtained at closing; additional copies may be obtained, for a nominal fee, by contacting the Management Office and is available on the Association’s website www.125east.com. The Declaration and By-Laws and Plat are incorporated as part of the Rules and are subject to the enforcement procedures set forth herein. To the extent that the provisions of applicable laws, the Declaration and/or the Rules are in conflict, the provisions of applicable laws shall first control, followed by the provisions of the condominium instruments and then the Rules. Any capitalized items not otherwise defined in these Rules shall be afforded the meaning afforded to them in the Declaration.

The Board reserves the right to amend these Rules from time to time as it deems necessary.

GENERAL INFORMATION

The Association is composed of all Unit Owners. Five members of the Association are elected to the Board of Directors (“Board”) to represent the entire Association and to supervise its affairs.

To the extent required by law, Board meetings are open to all Unit Owners. The Declaration provides that there are to be at least four meetings of the Board each year. Within ten days of each Annual Meeting of Unit Owners where the Directors are elected, the Annual Meeting of the Board will be held to elect the Officers, President, Vice President, Secretary, and Treasurer. Notification of annual elections, regular and special meetings, etc., will be provided to all Unit Owners by the Board and will be posted in a visible location.

The Association has engaged the professional property management services of DK Condo a Draper & Kramer Company (“Property Manager”), and employs a Property Manager to handle administration of the Building, under direction of the Board. All correspondence, excluding bill payments, regarding the Association should be directed to the Management Office, as follows:

Museum Park Lofts Condominium Association Attn: Property Manager
125 East 13th Street
Chicago, IL 60605
(312) 235-0486

Correspondence to the Board should be sent in care of the Property Manager. These messages will be forwarded to the current President of the Board. The President of the Board may direct the Property Manager to respond on behalf of the Board.

The Management Office is open from 9:00 a.m. - 5:00 p.m. Monday -Friday. In the event of an emergency, on weekends, or anytime when the Management Office is closed, page the Property Manager at 877-317-1337.

IMPORTANT CONTACT INFORMATION

Management Office	(312) 235-0486
Office Fax	(312) 566-9553
Maintenance Pager	(877) 256-9089
Property Manager Email	125east@museumpark.net
Police/Fire Emergency	911
Police/Fire Non-Emergency	311
Website:	www.125east.com

EMERGENCIES

If any repair emergency should arise in your unit after regular office hours, contact Management at 877-317-1337. Emergencies include the following: fire, flood, power failure, loss of hot water, electrical short-circuit, leakage (but not dripping faucet), broken windows, accidents, burglary, damage to the Building, Property and/or person(s) trapped in elevator.

In the event of a fire, call the Chicago Fire Department by dialing 9-1-1. Museum Park Lofts is equipped with smoke detectors and sprinklers in all units and Common Elements of the Building. Do not disable your unit's fire detector. Do not block or hinder your unit's sprinklers. Fire exits are clearly marked. Do not disable or obscure fire exits. **DO NOT USE ELEVATORS IN CASE OF FIRE.** If you discover fire or smoke, do not investigate but contact the Fire Department immediately. Once you have notified the fire department, please contact the Management Office. Please remember that fire regulations require that **ELEVATORS MUST NEVER BE USED IN CASE OF FIRE.**

Smoke detectors are installed in every unit, and are supplied with power from your electric panel. Do not disable your unit's fire detector. There is a test button on the smoke detector. Periodically use the test button to check on the power supply and working condition of the detector. If it is not working, notify your local service personal.

We urge you to familiarize yourself with the stairwell location map. As in any high-rise, in the event of a fire, do not use the elevators. Evacuation, if necessary, will be at the direction of the Fire Department personnel.

RULES REGARDING VIOLATION OF CONDOMINIUM INSTRUMENTS

1. Unit Air Conditioners

Air compressors for unit air conditioning are located on the roof. Repairs require roof access which must be coordinated through the Management Office.

2. Assessment Payments

Assessment fees and any special assessments or miscellaneous charges are due on or before the first (1st) day of each month. The Managing Agent will provide each Unit Owner with a monthly invoice. Failure to receive an invoice does not, however, abrogate Owner's obligation to pay all charges on a timely basis.

A late fee will be assessed to all past due accounts as of the eleventh (11th) day of each month (see attached Fine and Fee Schedule – Exhibit A).

If full payment is not received by the first day of the month following the due date, a 30-day notice of violation will be issued to the delinquent Unit Owner. Legal proceedings to collect all sums owed to the Association will be initiated against a Unit Owner in arrears more than 60 days. After a notice of default has been mailed to the Unit Owner, the Board may, in case of continuing deficiency, impose a property lien, accelerate the maturity of the remainder of the current year's assessments, or take other appropriate legal action. Unit Owners in default are responsible for reimbursing the Association for all reasonable attorney's fees and costs incurred by the Association in collecting past due assessments and billed charges. A Unit Owner whose check is returned NSF will also be assessed an additional NSF check service fee plus all bank service charges incurred by the Association.

At no time will the management office accept monthly assessment payments. All payments must be sent directly to the lockbox at:

P.O. Box 66089
Chicago, Illinois 66089

3. Balconies and Patios

In accordance with the Declaration, balconies are a Limited Common Element. The following rules apply to balconies:

- a) Noise levels from other sources within the unit or on the balcony must adhere to the requirements outlined in the "Noise" section of this handbook.
- b) Only electric, propane and natural gas grills with a hinged top are allowed on the balconies. No other cooking devices, including charcoal grills, are permitted on the balconies.
- c) No objects may be dropped, swept or thrown from the balconies, including but not limited to water, fireworks, debris, garbage, plant maintenance products, cigarettes and cleaning materials. Violators are subject to fines.

- d) Painting, enclosure or any other permanent alteration of any balcony areas, including without limitation, the floors or railings is not permitted without prior written Board approval.
- e) Nothing may obstruct drainage of the balcony.
- f) No rugs, towels, clothes, flags, banners or similar items may be hung from the balcony.
- g) Individual satellite dishes on balconies must not be hung in any manner as to break the plane of the exterior façade of the Building and may not be vivid in color.
- h) Balconies may not be used for storage, including bicycles.
- i) All items on the balcony, including without limitation, furniture, plants and accessories must be of sufficient weight to prevent dangerous conditions during high winds. Nothing may be attached to the exterior of the balcony railings or extend beyond the edge of the balcony. Owners are responsible for damage caused by objects which fall or are blown from their balcony.
- j) Alterations to the concrete pavers and gravel on the 14 floor patios area is not permitted without written consent of the Board. All approved construction and installation must be completed in accordance with the Construction Guidelines and Specifications in Appendix B.
- k) All water supply lines providing service to the 14th floor patios will be shut off and drained on Columbus Day (October) each year. Water service will be turned on, on Memorial Day (May) each year.
- l) Holiday and balcony lighting is limited to four (4) weeks prior to and two (2) weeks following the holiday.

4. Bicycle Storage Area

- a) Bicycles stored in the bicycle storage room must be registered with the Management Office. The Management has the right to remove any unidentified bicycle from the bicycle room. The bicycle storage rooms are located east of the lobby. Each unit is allotted a numbered storage space for a single bicycle. Bicycle storage spaces may not be permanently assigned to another party.
- b) It is the responsibility of each bicycle owner to secure his/her bicycle with a strong lock to prevent theft or unauthorized use. The Association and Building Management are not responsible for any loss or damage to bicycles of Residents or their guests.
- c) Residents are responsible for any damage to common areas caused by their bicycles or tricycles. Unit owners also bear responsibility for damage caused by their visitors' bicycles or tricycles.

- d) Additional bicycle racks may be available for use from the Association, on a first come, first serve basis for an annual fee. Please contact the Management Office for more details.
- e) All bicycles must exit and re-enter the Building through the main entrance, side alley or garage door to the Building.
- f) Bicycles may not be secured to any exterior building element, including but not limited to the landscaping fences. All bikes will be removed and discarded.

5. Carts

Carts are available for the use of Residents and are located in the garage level elevator lobbies. Carts are to be returned within 20 minutes from the time the carts were taken. Carts are not to be left in any other part of the Building, including elevators and individual units. Carts should not be removed from the property at any time. Violators are subject to fines.

6. Common Elements

- a) Common Elements. "Common Elements" are all portions of the Building, except individual units, that are shared equally among all residents. Common areas are not intended to be used as play areas. Children may not be left unattended in the lobby.
- b) Residents shall not tamper with any common elements including the fire hoses, sprinkler valves, smoke detectors, fire safety system, or the lighting systems. Unit Owners will be held financially liable for any acts or omissions, resulting in the damage of Common Elements, by their tenants, children, family members, guests or pets, as well as guests of their tenants, children or family members.
- c) Any Unit Owner or tenant causing damages to the Common Elements will be liable for the Association's costs for repair and replacement and may be subject to fines per the attached Appendix C-Policies and Procedures Regarding Rules Enforcement.
- d) Smoking is NOT ALLOWED anywhere in the indoor or outdoor Common Areas including the garage.
- e) Signs are prohibited on Unit doors or interior common walls or on exterior of the Building without specific authorization by the Board.
- f) No entrance, vestibules, elevators, stairwells, corridors, areas outside of storage lockers, or any other common area may be obstructed or used in any way except as designated for use in common.

7. Construction

See Appendix B, Construction Guidelines and Specifications for rules governing construction or remodeling. A Request for Construction Approval (Exhibit A) must be submitted prior to starting construction.

8. Corridors, Stairways, Unit Doors

- a) City of Chicago Fire Department regulations strictly prohibit the placement of any items including, boots, shoes, skis, sleds, bicycles, toys, carts, strollers, umbrellas, furniture, live or artificial plants, and doormats in the corridors and stairways. Such items will be subject to removal and disposal without notice or recourse.
- b) Fire Code requires that stairwell doors must not be propped open or the locking mechanism tampered with in any way.
- c) To promote a uniform corridor appearance, no Resident shall paint or place signs upon the outside of the Unit, including doors to the Unit. However, suitable holiday decorations are permitted as well as the attachment of religiously mandated objects to the front-door area of a Unit. Decorations, which correspond to a holiday, are permitted four (4) weeks prior to the holiday and for two (2) weeks following the holiday. Nails in doors, and electric lights and other electric decorations are not permitted.
- d) Residents are urged to maintain Building security by keeping unit door handles and deadbolts locked. All unit doors must be kept closed, when not in use, for the following reasons: (a) to prevent the spread of fire, as required by City of Chicago building code; (b) to ensure an even balance of air pressure; (c) to minimize the spread of cooking odors and noise to other units; (d) to maintain energy efficiency and an even temperature in the Common Area hallways.
- e) No owner or tenant may change any hardware on Unit doors, including without limitation, the door handles, unit numbers, deadbolts or door knockers. Any requests for modifications are subject to written Board approval.

9. Deliveries

The Association strongly recommends that Residents be home or make arrangements with a friend when they are expecting delivery of furniture or groceries.

Owners must notify the Management Office in advance and complete the Package Acceptance Form (Exhibit C) in order to reserve the elevator when deliveries of furniture and other large items are expected. The elevators must be padded and locked out prior to use for deliveries. Deliveries can be received Monday – Friday from 8:00 am – 7:00 pm and Saturdays/Sundays from 10:00 am – 3:00 pm.

Furniture and large items must be delivered through the loading dock. Any attempt to bring large items through the front lobby is prohibited. A fine plus the cost of repairing any damage will be assessed to any owner who brings a large delivery through the lobby. Elevator can be scheduled through the Management Office.

Furniture deliveries are not subject to fees but the elevator must still be reserved with the Management Office.

Special care shall be taken not to damage hallway walls, stairwells or other Common Areas. Unit Owners are responsible for any damage resulting from move-ins, move-outs, or deliveries. The cost of repairs will be charged to the resident responsible.

The Association will not be liable for the loss or damage of any delivered property, nor shall it be liable for any property left for residents or by residents with any Association employee.

The Association reserves the right to control and limit entry to the Building by delivery people, as well as trades, maintenance, repair and sales people.

10. Elevators

There are two (2) elevators serving the Building. Never use wedges to prop open elevator doors.

No person may detain the elevators for any purpose, unless previously scheduled with Management. Detaining the elevator can cause damage to the elevator.

Moving in and out of the premises and handling of heavy equipment is permitted only with prior notice to Management. All move-ins, move-outs, and large deliveries must be conducted in accordance to the rules set forth in the Move-In/Out section of these Rules and scheduled through the Management Office. All deliveries must come through the loading dock door – never through the lobby.

11. Fitness Center

- a) Close gym door when entering/exiting the gym for safety and security reasons.
- b) Turn off equipment that you turn on (lights, equipment, TV, fans).
- c) Return equipment, magazines and remote controls back to their proper location. Do not leave these items on the floor because they can become a trip hazard for other residents.
- d) Clean equipment after use. Sanitary wipes dispensers are provided located in the fitness center. Discard all used wipes, cups and other waste in the garbage can provided.
- e) Do not abuse fitness center equipment. Utilize equipment as it was intended to be used. Items that are damaged from misuse will not be replaced.
- f) The use of the fitness center equipment is at your own risk. The Association is not liable for injuries that happen in the fitness center.
- g) Personal items such as water bottles, clothing and personal fitness equipment should not be left in the fitness center after residents leave the room.
- h) Removing items from the fitness center that do not belong to you is considered theft and appropriate legal action will be taken.

- i) Children under the age of 16 are not allowed in the fitness center without parental supervision. Children should be supervised closely by parents while in the fitness center. The fitness center is not a designated play area for children and the equipment is intended for adult exercise only.

12. Garage

- a) The Museum Park Lofts Condominium Association, any of its respective agents, employees or independent contractors shall not be responsible for any loss, theft, or damage to any vehicle or any articles left inside any vehicle in the garage or parking lot.
- b) To protect residents from uninsured parkers, all vehicles using the garage must show proof of current automobile insurance upon request.
- c) The owner of a parking space is financially liable for damage(s) done by the authorized car parked in his/her space.
- d) Unit Owners/Lessees must park their vehicle within permitted limits or within the lines of other marked boundaries and in such a manner that parkers assigned to adjacent spaces are not denied reasonable access to said space. Vehicles may not be parked, maintained or stored so as to obstruct passage of other vehicles on the property or within the Garage.
- e) A car owner who parks his/her vehicle in a tow zone assumes the risk for damage to their vehicle and any damage resulting from the inconvenience and costs associated with towing. All claims should be submitted to the car owner's automobile insurance company. The Association is not liable for and will not consider or review any claims for reimbursement of damages pertaining to a tow.
- f) Museum Park Lofts has deeded parking. No person may park in a deeded space belonging to another owner without that owner's consent. If a person is parked in a deeded parking space other than his/her own, the owner of the parking space shall report the violation to Management to request the vehicle to be towed.
- g) Any car parked in an area designated as a fire zone by the fire department or blocking access for garbage removal or any necessary service will be stickered and towed without notice. Should the Association incur a fine or additional scavenger charge, this charge will be passed on to the car owner or, if possible, to the unit owner. The owner of the vehicle assumes all risk when they park in such zones and hold the Association, its agents and employees harmless from any damage to such vehicle as a result of the vehicle being towed or for a sticker being affixed to the vehicle.
- h) Unit owners/residents are responsible for their guests while on the premises. It is the responsibility of the unit owner/resident to ensure that their guests are legally parked and not parked in another person's space. Any costs or damages created by a guest will be charged back to the unit owner/resident.

- i) Parkers must be considerate of other parkers. Drivers should not block entrances or exits. Vehicles entering the garage have right-of-way priority over vehicles exiting the garage. Maximum speed in the indoor garage is 5 mph. All traffic signs posted in the garage/lot must be followed.
- j) Due to health and safety concerns, children under the age of 16 should not be in the garage unless accompanied by an adult.
- k) The garage may not be used to park oversized vehicles.
- l) Garage openers are issued to the unit owner at closing. Since access to the Building is also a crucial security issue, owners must control their keys and opening devices. Lost keys/openers will be replaced for a charge. Residents may not lend keys and opening devices to guests, contractors, deliverymen or other third parties. If a garage transponder is lost or stolen, please contact the Management Office.
- m) Since oil and other substances can damage the concrete and asphalt surfaces, any vehicle that is leaking oil or other substances must be repaired within two (2) days of written notice from management. If the vehicle is not repaired, it must be removed from the garage. The cost of any damage to the garage floor or parking surface will be charged back to the parking owner.
- n) Vehicles parked in the garage must not be in poor or dangerous operating condition (including but not limited to any vehicle that leaks motor oil, brake, or transmission fluid; has dangerously worn brakes, tires, defective muffler, etc.) will be given two (2) days written notice. Unless repairs are completed, parking privileges will be suspended.
- o) Other than for emergency repairs, vehicles may not be repaired or serviced while in the garage.
- p) Washing of vehicles in the garage is not permitted.
- q) Vehicles used for move-ins and large deliveries must use the loading area. Moves and deliveries should not be conducted through the garage due to potential damage to parked cars.
- r) Motorcycle parking is subject to the same rules and regulations as automobiles. Special accommodations require Board approval.
- s) Rollerblading, skateboarding and recreational activity are strictly prohibited in the garage. Any person engaging in such activity is deemed to have assumed all risk for injury to themselves, other persons and property.
- t) No personal items may be stored in the garage. Only licensed motorized vehicles may be parked. Any unauthorized item left in the garage will be presumed abandoned. Such items will be subject to removal and disposal without notice or recourse.
- u) All Residents acknowledge that the Association conducts routine maintenance and power washing of the garage and Residents will at times need to remove their vehicles from the garage for periods up to 48 hours to allow for such maintenance and washing. Residents who do not move their vehicles in accordance with this provision will be fined.

- v) For safety reasons, Residents must wait at the stop sign when entering the garage until the door fully closes. Also, residents exiting the garage must wait until the garage door fully closes before leaving the alley area. Violators are subject to fines.
- w) Owners may not rent their parking space out to a non-building resident.

13. Guests

In order to be permitted access to the Building or to any unit, a non-Resident must be properly authorized by the Management Office, accompanied by a Resident or Unit Owner, or authorized by the Resident by providing Management with a completed Permission to Enter Form, attached (Exhibit B). All guests and invitees of Residents or Unit Owners are responsible for complying with the Declaration and all Rules of the Association while on the property. Unit Owners and Residents are responsible for the actions and behavior of their guests, contractors and invitees.

14. Housekeeping – Unit Owners

Nothing shall be swept, shaken, or thrown out of the windows or doors, off of balconies, into the Common Areas, including the halls, stairwells, and elevators or outside areas.

Nothing shall be placed on, or permitted in the windows or doors, which might fall or be blown from the Building or that might detract from the appearance of the Building.

Operable windows are limited as to how far they can be opened. Disengaging the safety latches in order to open the windows farther increases the possibility of damage to the window and danger to pedestrians below.

Units are to be maintained in such a manner that noxious odors, smoke, pests, or other offenses do not affect neighboring units. Spills and other mishaps in the Common Area, including the elevators, must be cleaned up and reported to the office of the Building immediately.

15. Insurance

The Association does not insure the contents of a Unit or its additions and improvements including the Unit's wall covering (paper, paint, etc.), carpeting and flooring.

- a) Deductibles. The Board of the Association may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Owners who caused the damage or from whose Units the damage or cause of loss originated, or (iii) require the Unit Owners of the Units affected to pay the deductible amount. At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged damage, first from any person or persons having direct knowledge of the alleged incident and then from the unit owner and any witnesses on his behalf, and the Board may put questions to any of the witnesses. Any party to the hearing has the right to be accompanied and advised by counsel; however, such counsel shall not present evidence, or examine or cross examine witnesses. Following a hearing and due consideration, or if no hearing

is requested, the Board shall issue its determination regarding the payment of the deductible. The decision of the Board shall be final and binding on the Unit Owner and the Association. A record shall be kept which identifies all persons participating in the hearing. Upon request of the Unit Owner, one continuance will be granted for a period of no longer than 30 days for good cause shown. The Board may also reschedule the hearing to accommodate the scheduling needs of its members.

- b) **Mandatory Unit Owner Coverage.** Unit Owners are required to obtain insurance (and annually provide the Board with evidence thereof) covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Owner or his or her guests, residents, or invitees, regardless of any negligence originating from the unit. The personal liability of a Unit Owner or Association member must include the deductible of the Owner whose Unit was damaged, any damage not covered by insurance required by this rule, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. If the Unit Owner does not purchase or produce evidence of insurance requested by the Board, the Board may purchase the insurance coverage and charge the premium cost back to the Unit Owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.
- c) Nothing shall be done or kept in any Unit or in any Common Area that will increase the rate of insurance or result in the cancellation of insurance on the Building or its contents.

16. Leased Units

- a) The number of leased units is restricted pursuant to the terms of the Declaration. All Unit Owner's intending to lease Units must advise the Management Office of the intention to lease a Unit no less than thirty (30) days in advance of leasing a Unit in order for the Management Office to inform such Unit Owner if the maximum number of Units are currently leased and if the Unit Owner is entitled to lease their Unit. No Unit may be leased and no lease for a Unit may be signed without the prior authorization of the Management Office. Unit Owners who are informed by the Management Office that the maximum number of Units are currently being leased or rented and that there are no exceptions to the leasing restrictions in the Declaration available to them will, at the written request of the Unit Owner, be added to a list maintained by the Management Office to have an opportunity to lease their Unit, on a first come, first serve basis. When an opening arises for a Unit to be leased the Unit Member at the top of the list will be informed by the Management Office that they may lease their Unit and such Unit Owner shall have 90 days from the date of notification in which to lease the Unit. If they are unable to lease their Unit within such 90 day time period they will be placed at the end of the list and the next Unit Owner on the List will be given the same amount of time to lease their Unit and this process shall continue until a Unit Owner is successful in leasing their Unit.
- b) Any Unit Owner leasing their Unit at the time of recorded declaration amendment shall continue to be able to lease their Unit until such time as the Unit is conveyed,

sold or otherwise transferred. At such time that the Unit is conveyed, sold or otherwise transferred, the Unit shall no longer be leased by the acquiring Unit Owner.

- c) Unit Owners are responsible for any and all unpaid service charges created by their lessees. Service charges, damage charges, fines or other expenses resulting from a lessee's activities will be charged to the Unit Owner's account.
- d) Each Unit Owner shall provide his/her lessees(s) a copy of the Declaration and these Rules.
- e) A copy of every such lease and Crime Free Lease Addendum shall be delivered by the Unit Owner to the Management Office within ten (10) days after the lease is signed and prior to occupancy by the tenant. No lessees may move into any Unit until such time as the Management Office has been supplied a copy of the lease or memorandum of oral lease, the move-in fee and damage deposit have been paid, and the service elevator has been reserved for use. Owners must obtain a criminal background check on prospective tenant and every person moving into the unit and provide a copy of the Association no less than ten days prior to occupancy of the unit. See Exhibit C of the Crime Fee Leasing Resolution in the Declarations for restrictions.
- f) All lessee(s) shall sign an acknowledgement that he/she/they received a copy of the Declaration and Rules of the Association and that the lessee agrees to be bound and subject to all of the obligations under Declaration and Rules, as is the Unit Owner making such lease. Regardless if such an acknowledgement is executed, however, the lessee shall be so bound. A prior lessee of this Building who had been either previously evicted or subject to eviction proceedings may not enter into a new lease.
- g) In making any lease, the Unit Owner is not relieved of any obligations under Declaration or Rules.
- h) No portion of a unit that is less than an entire unit may be leased.
- i) All leases must be in writing and for a period of not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months, unless the Board consents in writing to the contrary.
- j) All leases must be current. The Management Office must be provided a copy of all updated leases (renewals) and lease riders not later than the date of occupancy or ten (10) days after the updated leases is signed, whichever occurs first. All owners who fail to provide the Board of Directors with an address other than the unit where the owner is to receive notices or other information from the Association shall waive their rights to receive such notices.
- k) During the terms of a lease, no new roommate may move in without a new lease being generated, containing the names of all tenants residing in the unit (a new roommate is someone residing in the unit longer than 30 days). A copy of the new lease, lease rider and Crime Free Lease Addendum must be delivered to the Management Office. A background criminal check must be done on the new

tenant(s) prior to moving in. All moving rules must be followed during this time. See Section 20 Move In/Out.

17. Loading Dock

Permission to enter and use the loading dock must be obtained through the Management Office. Reservation must be made in advance through the Management Office. The loading dock is available to be reserved Monday – Friday from 8:00 am – 7:00 pm and Saturdays/Sundays from 10:00 am – 3:00 pm.

18. Lobby

Appropriate attire should be worn. No one may enter or exit the Building on roller skates, roller blades, skateboards, golf shoes, ice skates or other foot covering or recreational items that might damage floors or carpeting. No deliveries, transport of items pursuant to moving in or out of the Building or construction workers are permitted to enter or exit through the lobby doors on 13th street.

19. Locks and Keys

Residents should never leave their unit door open or unlocked.

All Residents are required to provide the Management Office with duplicate keys for all locks on Unit doors. In the event a forced entry is required during an emergency, the Unit Owner, not the Association or Management, will bear the expense of lock replacement and any damage incurred, including but not limited to door and door frame damage.

In the event of a lockout after management office regular hours, Residents should contact a locksmith. During regular hours, Maintenance will grant access for a unit owner only but will not provide the keys.

The Association or its officers, agents or employees may enter any Unit when necessary in connection with any painting, maintenance, repair, or reconstruction for which the Association is responsible or which the Association has the right or duty to do. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and except in the event of emergency, shall be done upon reasonable notice to the Unit Owner.

Unit Owners installing private alarm systems for their Units must notify Management prior to installation. Flush-mounted alarm function indicators and keypads are permitted, but security cameras that project into the corridor are prohibited. Residents must register the alarm monitoring company's name and phone number with the Management Office to allow entry in case of an emergency. Individual security systems that are disruptive to other Residents are not permitted. Unit Owners are responsible for any costs incurred in removing such systems or modifying them in order to eliminate any disruption. No stickers signifying that the Unit is protected by security are allowed on the exterior door(s) or door frames of any Units.

Blank keys are available for purchase at the Management Office.

20. Maintenance

All repairs and services performed within a unit are at the unit owner's expense, except when specifically set out in the Declaration or by the Board from time to time as to be maintained at the Association's expense.

The Association reserves the right to inspect individual units for any change in equipment affecting common elements including, but not limited to, vents, plumbing, wiring, door checks, or any conditions not conforming to applicable laws and ordinances. Authorized representatives of the Association (e.g., the Building engineer, management and repairmen), shall be entitled to reasonable access to the individual units as may be required in connection with maintenance, repairs and accessing Limited Common Elements with reasonable prior notice to the unit owner, except in cases of emergency.

21. Move-In/Out

The Condominium Association has the right and the obligation to run the Building in an orderly manner and to protect the Building and its owners from unnecessary damage and the expense associated with this damage. This is especially true of the elevator.

All unit owners moving into or out of the property are required to coordinate their move with the Management Company. Move-In/Move-Out must be scheduled at least seven (7) days in advance.

No move-ins and move-outs are allowed on weekends or holidays. On Mondays through Fridays there are only two time slots available for move-ins and move-outs available each day, from 9:00 a.m.-12:00 p.m. and 12:00 p.m. -3:00 p.m. No one may move in or out of the Building at any other time. All moving companies are required to provide the Management Company with proof of insurance before arriving on site and such insurance must name the Association, and DK Condo, a Draper and Kramer company, as additional insured.

The Association requires a non-refundable move-in and move-out fee, payable at least one week in advance of all moves. A damage deposit is also required for all move-ins and move-outs, payable at least one week in advance. As the Management Office is not permitted to accept cash, Residents are required to submit *separate checks* payable to Museum Park Lofts. All deposits and move-out fees are required to be paid by certified check or money order. See Appendix A –Fee Schedule.

The maintenance staff will check for any damage once the move is complete. The damage deposit will be set aside for indemnification in whole or in part to the Association for any damage to the interior or exterior of the Building attributed to the Unit Owner or his/her lessee's moving activity, which will be charged against the deposit. Any damage shall be the responsibility of the Unit Owner. Unit owner's liability for damages is NOT limited to the amount of the damage deposit. Management will refund all deposit balances within five (5) working days after the move provided no damage has occurred to the Building in connection with the move.

The maintenance staff will prevent movers from using elevators if the above regulations have not been met. The Association will impose an additional non-refundable penalty to the Unit Owner who violates any of these move-in or move-out guidelines.

Unit Owners who have leased their units to renters must provide Management with a copy of the lease prior to the move. If Management does not have a lease on file, the elevator time, keys or any other service will be denied.

Never use wedges or any kind of material to prop open the elevator as this would cause serious damage to the elevator system.

22. Noise

No loud or offensive noise, activity noxious odors, annoyances, nuisances or disturbances including but not limited to those made by pets, are allowed in any unit or in the Common Elements as reasonably determined by the Board, including without limitation (a) sounds from guests, televisions, radios, stereo systems, musical instruments, clock alarms or any other sources which unreasonably disturb or annoy other Resident(s), (b) vacuum cleaners, power tools, hand tools and other items commonly used for household activity and maintenance which unreasonably disturb or annoy other Resident(s), and (c) any activity on the property that unreasonably disturbs or interferes with the rights and comforts of any other Resident (collectively all of the foregoing shall be referred to as "Offensive Activity"). All Residents must comply with requests by Building personnel to cease any Offensive Activity disturbing any other Resident(s).

Speakers are not permitted to be mounted on common walls between units or on walls adjacent to hallways or other Common Areas.

Quiet hours shall be maintained by all Residents in the Building from 10:00 p.m. until 8:00 a.m.

Construction is only permitted within certain hours as provided in Appendix B. In the case of any Offensive Activities, concerned residents should address the issue with the offending party in a neighborly fashion. If the situation cannot be resolved between the parties, the concerned resident must provide written notification to the Management Company. Management will notify the offending party of the complaint. Any subsequent complaints must be documented by the reporting party. If the disturbance continues unabated thereafter, it shall be declared a nuisance and, thus, a violation of this rule and subject to enforcement procedures and a fine. Unit Owners will be copied on all documentation.

23. Notice Delivery

Per the Illinois Condominium Act, the Association is required to deliver meeting notices, annual meeting notices, annual budget and annual audits. Museum Park Lofts has officially adopted a resolution which defines this required delivery method as one of the following: printed letters delivered to unit doors or notices mailed via USPS.

24. Packages

Packages are stored in the package room. A Package Acceptance form must be completed with Management Office in order for Management to be able to sign for residents' packages. Packages should be claimed within a reasonable amount of time from delivery.

25. Pets

No animals, other than dogs, cats or other animals reasonably considered by the Board to be household pets, shall be raised, bred, or kept anywhere on the Property, nor shall any animals be kept, bred, or maintained for any commercial purpose. Aggressive breeds of dogs, snakes and other aggressive animals are expressly prohibited. Household pets include: dogs, cats, fish, birds, hamsters and gerbils. *Other species of pets must be approved in advance by the Board of Directors.* There is a limit of 2 pets per unit.

All pets shall be leashed under the Unit Owner's or Resident's physical control while on any Common or Limited Common Element (excluding personal balconies), including without limitation, the elevator, hallways, or lobby.

Pets shall not be tethered or tied outside on any Common or Limited Common Elements, including without limitation pets may not be tied or tethered to any Building columns, furniture, or balcony.

Pets shall not be permitted to urinate, defecate, or track in mud/dirt on any Common and Limited Common Element. Common Elements include, without limitation, the outside support structures of the Building, in-ground lights and fixtures, hallways, windows, lawn, landscape, lobby, garage, elevators, planted flowers, planters, fencing. Limited Common Elements include, without limitation, balconies, balcony railings, outdoor private patios. In the event of a pet accident, the pet owner shall immediately pick up and dispose of pet waste from the Common Elements or Limited Common Elements. All animal waste/soiled litter must be bagged in plastic, tied closed, and properly disposed. At no time is animal waste to be disposed of in the lobby garbage cans. Fines will be enforced.

Pets shall be controlled so as not to cause a nuisance or unreasonable disturbance anywhere on the Property or within an Owner's unit pursuant to Paragraph 11(f) of the Condominium Declaration.

A Unit Owner or Resident is responsible for the actions of pets of anyone residing in or visiting his/her Unit, and the costs of repairing any damage caused by a pet shall be charged to the Unit Owner responsible as a part of his/her share of the Common Expense. The Unit Owner is also responsible for any fines levied as a result of breaking rules of the Building in regards to the actions of the animal, or the conduct of keeping the animal.

All pets must wear a City license and inoculation tags outside the Unit, as required by laws of the City of Chicago.

All Unit Owners or Residents must register their pets with the Management Office, and pay all applicable fees. Unit Owners and Residents must also inform Management where such

pets reside in the Unit or are regularly taken onto the Common Elements; and of the following:

- a) Unit Owner's or Resident's name, address and telephone number.
- b) A picture of the pet, with name included.
- c) Rabies vaccination tag number/year (if applicable).

All Unit Owners and Residents are strongly encouraged to report any witnessed or suspected violations to the Board of Directors or its agents. A failure to report such violations and curb undesired pet owner behavior will only damage the Association's Common and Limited Common Elements, which ultimately will lead to additional maintenance and Building expenses.

Unit Owners who fail to control their pets in accordance with the terms of this provision will be fined and pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) day's written notice from the Association in accordance with Paragraph 11(f) of the Condominium Declaration.

Pursuant to the Policies and Procedures Regarding Rules Enforcement as provided in Appendix C to these Rules and Regulations, the Board or its agent will provide notice to the alleged violator informing them of the alleged violations, and the alleged violator shall be provided an opportunity for a hearing before the Board of Directors.

26. Recycling

All residents are encouraged to bring recyclable materials to the recycling bins in the loading dock. Boxes should be broken down and flattened. A list of recyclable items is available in the Management Office.

27. Sale of a Unit

Unit Owners may sell their Unit without obtaining permission from the Board of Directors provided it is done in compliance with the Declaration and the following Rules:

- a) Notice of any sale, gift, devise or other transfer of the ownership of a Unit shall be given to the Board no less than thirty (30) days prior to the consummation of such transfer. There is a transfer fee to cover paperwork associated with the sale of the unit.
- b) Both the seller and the buyer must complete all forms normally and reasonably required by the Association and return them to the Management Office along with a fully executed copy of the contract of sale before a paid assessment letter from the Association required for closing can be issued. The purpose of this procedure is to gather information essential to the efficient administration of the Association. No owner or Resident or lessee may move into any Unit until the Management Office has been supplied the appropriate documents, the move-in fee and damage deposit have been paid, and the service elevator has been reserved for use.

- c) Each Unit Owner shall supply a copy of the Real Estate Settlement Procedures Act (RESPA) or other proof of ownership to the Management Office.
- d) Prior to the closing of any sale or transfer, all assessments and charges must be paid in full through the end of the month in which such closing or transfer is to take place. A certified check or money orders covering all monies due the Association along with two days' notice, and all conditions of this Section having been met are required for a paid assessment letter to be issued.
- e) Upon request of the Unit owner or prospective purchaser for copies of necessary documentation including without limitation, the Declaration and amendments thereto, such documents will be made available to the requesting party. A reasonable fee determined by the Board shall be charged to the Unit Owner for copies of such documentation.
- f) In the event a Unit Owner fails to cooperate with the Board in providing the information requested, all costs and expenses of the Board incurred in obtaining the requested information, including attorney's fees, shall be assessed to the account of the Unit Owner as part of his/her share of the common expenses.
- g) The Board may own, convey, encumber, lease or sell any Unit(s) or Limited Common Elements that are purchased by the Board or obtained through foreclosure of similar proceedings.

28. Satellite Dish - Antennas

- a) 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 which serves only the Owner's Unit.
- b) Satellite Dish Greater Than One Meter In Diameter: No satellite dish that is greater than one meter in diameter may be installed at the property, unless it is done within the Owner's Unit or indoors in an area which serves only the Owner's Unit. no part of a dish should extend beyond the height of the balcony railings, no dish can be attached to any part of the building, but must rather be free standing within the confines of a balcony
- c) Satellite Dish One Meter or Less in Diameter: A satellite dish that is one meter or less in diameter may be attached or mounted only on and within portions of the Property owned by the Unit Owner or on and within portions of the Property which such Unit Owner has the exclusive right to use. Examples of locations where such dishes can be installed are balconies and patios. If either of these locations is selected for installation, no satellite can be attached to any part of the building and must be free standing within the confines of a balcony. No part of the satellite dish should extend beyond the height of the balcony railing. All wires must be encased in molding which matches the color of the Building, or buried underground. The owner must restore the Property to its original condition upon removal of the dish. All such work shall be in done in accordance with the Construction Guidelines and Specifications.

- d) Any person installing a satellite dish permitted by these rules shall notify the Board in writing within seven (7) days prior to the date of installation. A sample form is attached as Exhibit A.
- e) The owner shall be responsible for the maintenance and safety of the satellite dish and the satellite dish shall be kept in good repair.
- f) If the satellite dish will be installed by a professional installer, the owner must provide the Association proof that the installer is licensed and insured.
- g) If it is necessary for the Association to remove the satellite dish to perform maintenance of the Property, the owner will be advised accordingly.
- h) Any request for deviation from the foregoing rules concerning antennas and satellite dishes must be submitted to the Board and is subject to the Board's approval.
- i) In order to protect the health, safety and welfare of the residents of the Association and their property, the Board reserves the right to inspect the installation and maintenance of a satellite dish permitted by these rules and to require that any unsafe condition be promptly corrected.
- j) The resident installing a satellite dish agrees to indemnify and hold harmless the Board of Manager/Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation, maintenance, or use of the satellite dish, including the payment of any and all costs of litigation and attorney's fees resulting there from.. The resident agrees to be responsible for any damage to the Property or any injury to any person as a result of the installation, maintenance, or use of the satellite dish. Upon installation of the dish, the resident shall execute a hold harmless agreement. A sample form is attached as Exhibit D.

29. Security

Residential and Garage security is an ongoing responsibility of all Residents. No security measures can function effectively without the full cooperation of each Resident. In order for the Board to make intelligent decisions relative to additional equipment or personnel required to ensure a secure environment, it is essential that any incident or crime in the building or Garage be reported in detail to the management office. Residents should not allow unauthorized non-Residents access to the Common Areas. Any unauthorized non-Resident attempting to gain access into the building should be reported immediately to the maintenance staff or Management.

When any suspicious persons are noticed anywhere in the Building, or if a Resident suspects illegal activity within a unit, Management should be notified immediately. If you feel the threat of imminent danger, call the police first at 911, and then contact Management.

Do not leave any Common Area doors open or unlocked and report nonfunctioning locks and doors immediately to Management.

Any lost Unit keys should be reported to Management immediately. It is also recommended that the Owner have the locks changed without delay.

For safety reasons, Residents must wait at the stop sign when entering the garage until the door fully closes. Also, residents exiting the garage must wait until the garage door fully closes before leaving the alley area. Violators are subject to fines.

30. Soliciting

No soliciting of any kind by Residents or non-Residents is permitted on the Property. This includes the outdoor boundaries, any lobby area, or door-to-door solicitation. Examples of solicitation include but are not limited to political campaigning, charity collections, service promotions or restaurant menus. A written request for lobby events or other exceptions must be submitted to the Board of Directors in advance for approval.

31. Storage Lockers

Storage lockers are located in the southeast corner of the lobby and east of the lobby rotunda.

Residents may only use the locker assigned to their Unit. Any use of another storage locker is trespassing. Should a Resident use another locker without a written permission from the Unit Owner, the lock will be cut and items will be removed without prior notice. Such Resident also assumes the liability and risk of damage or loss of possessions. All claims for loss and damage must be directed to the Resident's homeowner's insurance.

The Association, its employees or agent are not liable for any damage or loss of any items stored in the lockers for reasons including but not limited to fire, water damage or theft. All such claims must be addressed to the Resident's homeowner's insurance.

Any items left in the aisle, on top of or outside the lockers will be presumed abandoned. Such items will be subject to removal and disposal without notice or recourse.

Residents must not store any flammable, corrosive or dangerous materials in the storage locker. Any article deemed hazardous in a storage locker shall be removed immediately upon the request of the Management Office. Residents must understand that these lockers are not climate controlled and cannot be used to store perishable items.

32. Trash Disposal

The trash rooms for disposing of most garbage are located on each residential floor at the west side of the Building. All food items must be bagged, tied or sealed, and disposed of promptly. Properly secured garbage must be pushed completely down the rubbish chute before closing the chute door. Residents may not leave any bags, garbage or other refuse on the floor or in the hallways. Any explosive, flammable, or lit items should not be put into the chute. If flammable or explosive materials require disposal, the Management office should be contacted for disposal instructions.

Broomsticks, large cartons, heavy or bulky objects, construction materials, coat hangers and any items that do not fit down the rubbish chute should be brought down to the loading dock and placed directly in the dumpster. Any furniture, refuse or other items should not be left in the hallways or stairwells. The charge for scavenger service, for the removal of bulk

items (such as discarded carpet, appliances, cabinets, etc.,) will be billed to the Unit Owner. Trash or garbage is not permitted in any hallway or corridor.

Residents shall be subject to fines for violations.

See Section 23 Recycle for additional information.

33. Water Beds and Water Furniture

No water-filled beds or other water-filled furnishings are permitted in the Building. Water-filled furniture includes, but is not limited to, any bed, mattress, sofa, chair or other item of furniture that contains as part of its elements any substance in a liquid state.

34. Window Washing

The windows in your Unit that open have been provided with screens. Screens stay on the windows throughout the year. Windows will be professionally cleaned as necessary throughout the year. The cleaning of the inside of all windows is the Resident's responsibility.

Access to the Common Elements on the 14th floor of the Building for the purpose of window cleaning must be granted upon receiving 48 hour notice from Board of Directors or their agent or these areas will not be cleaned.

Balcony window cleaning is the Unit Owner's responsibility.

Appendix A

Museum Park Lofts Condominium Association Fee & Fine Schedule Fee Schedule

Blank Unit Key \$10.00

Condominium Handbook (hardcopy) \$15.00 per each

Condominium Declaration (hard copy) \$20.00 per each Copy Fee \$0.50 per page

Documentation Research Fee \$10.00

Garage Door Opener Replacement \$75.00

Key FOB Replacement \$50.00

Move-In / Move-Out \$250.00

Move-In / Move-Out (off hours) \$50.00 per hour additional

Move-In / Move-Out Security Deposit \$500.00 (refundable)

Debris Collection \$100.00

Sales Processing \$200.00

Rental Processing \$400.00

Pet Registration \$75.00 per dog per year

Architectural Review \$150.00

Expediting Fee \$15.00 to \$25.00

Water shut off (Riser) \$100.00

Bike Storage fee after 1st bike \$25.00 per year

Complete a 22.1 disclosure form \$50.00

Fine Schedule

Unscheduled Move-In / Move-Out \$500.00

Use of Front Door to Move Large Objects \$200.00

Pet Rules Violation \$250.00

General Violation Up to \$3,000.00

Actual Costs for Damage Caused to the Common Elements of the Property

Late Assessment \$100.00 per month

NSF (fee in additional to actual bank charge) \$40.00

Appendix B

Construction Guidelines and Specifications

The rules in this Appendix B (“Construction Rules”) shall run with the land and shall be binding upon Unit Owner and Unit Owner's successors and/or assigns. Only Unit Owners shall have the right to request or cause to be made any of the construction, repairs, improvements, alterations, additions or modifications described herein (collectively “Work”) In addition to all other rights and remedies at law or in equity, if Unit Owner or Unit Owner's contractor(s) (“Unit Owner's Contractor”) shall breach any provision of these Construction Rules, the Association shall have the right, at its option, to stop Unit Owner's work and to deny access to, and use of, the Building and its systems by Unit Owner's Contractors (including but not limited to the denial of all rights of Unit Owner's Contractor to use the loading dock or elevators, to dump garbage or undertake any other activities at the Building), until such time as Unit Owner or Unit Owner's Contractor shall have completely corrected or cured such breach.

Any Unit Owner who makes any improvements, alterations or additions to his/her Unit or to the Limited Common Elements shall be responsible for any damage to other Units, other Limited Common Elements, and the Common Elements as a result of such Work.

ASSOCIATION'S RIGHTS

If, in the sole judgment of the Association, an emergency exists with respect to the Unit Owner's Contractors' work, which in the Association's opinion requires immediate corrective action, then the Association may, without notice to the Unit Owner's Contractor, perform such corrective work or cause it to be performed by others. In such case, any costs (including general conditions and fees) arising from such corrective work will be borne by the Unit Owner.

The Association reserves the right of access to any part of the Unit Owner's Contractor's work, at any time with reasonable notice to Unit Owner, for the purpose of observation and to assure compliance with these Rules of the Project.

CODE COMPLIANCE

Any construction or remodeling activity in the Building must be done to code and meet all Federal and State, County and City zoning and safety guidelines.

ENVIRONMENTAL PROTECTION

The Unit Owner is responsible for ensuring that their contractors shall comply with pollution and environmental protection regulations for the use of water and other services, and for discharge of wastes and storm water drainage from the Building. All solid and liquid wastes and hazardous substances (limited only to solvents and cleaners) shall be handled and/or disposed of in full compliance with all applicable federal, state and local statutes, regulations, ordinances and rules. The Association requires written notification of the use and/or storage of flammable or toxic material. In the event that such materials are brought onto the construction site, proper MSDS forms must be available on the job site for

inspection by the Association. Failure to comply with this section shall result in the immediate cessation of all work by Unit Owner's contractors.

MECHANIC'S LIENS

The Unit Owner is responsible for ensuring that all of the Unit Owner's contractors (and their respective subcontractors' and material men) mechanics' lien rights arising out of work performed or materials or labor furnished shall attach solely to the unit in which the labor or work is performed (the "Condominium Unit"), In the event the Unit Owner's contractors or any of its subcontractors or their subcontractors liens any portion of the Property other than the Condominium Unit, until such inappropriate lien is cleared to the Association's satisfaction, Unit Owner's Contractor (and/or associated subcontractors and sub-subcontractors) will be suspended from work at the Property.

PERMITS

The Unit Owner shall secure and pay for any and all building permit and for all other permits and governmental fees, licenses and inspections, legally required, which are necessary for the proper execution and completion of their work. A copy of any and all permits shall be provided to the Association prior to the commencement of any work.

CONSTRUCTION HOURS

Minor repairs, remodeling or otherwise noise-producing work (short in duration and not using heavy power tools) engaged by a Resident, excluding emergency repairs, is restricted to certain hours (Monday-Sunday 8:00 a.m. -7:00 p.m.). Such work must take place within a reasonable duration and in a manner that will not unreasonably disturb other Residents.

Hours for construction, remodeling or other noise-producing work engaged by a contractor, excluding emergency repairs, is restricted to Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. No major construction shall be permitted on weekends or holidays. Such work must also take place within a within a reasonable duration, and in a manner that will not unreasonably disturb other Unit Owners.

CONSTRUCTION APPROVAL PROCESS

All Work will be categorized into one of the three categories, defined below, along with notification and approval requirements. These categories will be determined by the Board in its' sole discretion and the illustrations of each category below shall simply serve as examples. In the event that you have any question as to the category to No approval is required for the replacement of refrigerators, dishwashers, disposals, plumbing fixtures or electrical fixtures; although notification to Management is required and all plumbing and electrical hook-ups are subject to approval and inspection. A Unit Owner that it is replacing a component of his/her unit with an identical component shall not be required to obtain the prior consent of the Board of Directors; however, such Unit Owner shall be required to give notice to the Board and comply with all other rules related to construction.:

Category A:

- a) Category A projects are projects so minor that no formal construction review is required. Category A projects do not affect any Common Elements and include, but are not limited to: Painting, wallpapering or other wall surface treatment. (Note: Materials must be stored in compliance with federal, state and local statutes.)
- b) Installation or removal of carpeting.

Requirements: Management must be notified in advance of Work in the event contractors or outside workmen are involved or if use of the service elevator is required.

Category B:

Category B projects involve: possible interruption of water, sewer or other operating systems, alteration of unit walls, electrical, phone, cable or plumbing systems and require Management notification and inspection by the Chief Engineer and/or Association's architectural representative. They include, but are not limited to:

- a) Replacing kitchen cabinets (if placement of cabinets varies from original installation).
- b) Sink, faucet or tub replacement.
- c) Refrigerator installation involving ice-maker or water faucet.
- d) Dishwasher installation.
- e) Modifications to electrical, telephone, or cable TV systems.
- f) Altering or closing of plumbing pipes. Installation of plumbing fixtures and/or appliances including a wet bar sink, etc. Rerouting of plumbing riser is prohibited.

Requirements: The following are necessary prior to any Work being commenced:

- a) Submission to Management of all required specifications and drawings typically required for obtaining a building permit from the City of Chicago for construction, including without limitation construction documents of demolition and proposed additions, a written scope of work and copies of selected contractor's proposals (collectively "Specifications and Drawings"). Upon receipt of the Specifications and Drawings, the Board and Management may request additional items. If necessary Management deems necessary the Specifications and Drawings will be submitted to the Association's architectural representative for review.
- b) Written Management approval is required and approval may take up to two weeks.
- c) Certificates of insurance, for the coverage, in the amounts and in the forms as provided for herein must be submitted to the Management Office prior to Management granting approval.
- d) Unit Owner's Contractors must abide by further requirements, changes, etc. noted on construction documents by the Association's architectural representative, the Board and Management

Category C:

More complex or extensive projects, and all Work which interferes, intrudes or affects the Common Elements. Based upon the scope, requirements or aspects of the Work, certain projects may be categorized as Category C which would otherwise be classified as Categories A and B. These projects include, but are not limited to:

- a) Combining Units.
- b) Moving location of entry door(s) in common area corridor.
- c) Modifications involving work in common area electrical and/or mechanical rooms.
- d) Any Work that increases usage of water, sewer, or other operating system.
- e) Wall removal, relocation or addition involving walls containing ventilation shafts or risers.
- f) Hard surface flooring (marble, ceramic tile, hardwood flooring, vinyl, etc.) or any Work altering the type of floor covering.
- g) Any action affecting operation of the HVAC or ventilation system.
- h) Replacement, modifications or repairs to the window system, including double-glazing improvements. Requirements:
 - i. Submission of Specifications and Drawings to Management. Upon receipt of the Specifications and Drawings, the Board and Management may request additional items. Management may submit to Association's architectural representative such Specifications and Drawings and other documents requested by the Board.
 - ii. Written Board of Director approval is required and may take up to 60 days. Certificates of Insurance, for the coverage, in the amounts and in the forms as provided herein will be required from all contractors and must be submitted to the Management Office prior to Management granting approval.
 - iii. Approval of the Board of Directors
 - iv. A fully executed License Agreement signed by both the Unit Owner and the Unit Owner's Contractor is required.
 - v. Unit Owner's Contractors and Unit Owners must abide by further requirements and changes, noted on construction documents by the Association's architectural representative.

Requirements: Prior to the commencement of work but after approval from the Board/Management is received, the following items must be submitted for all Category B and C projects:

- a) A list of all contractors and subcontractors (names, addresses, phone numbers) so their names may be included on the security entry authorization list.
- b) Approximate length of time the Work will take.
- c) Date remodeling will begin. Management needs to notify engineering at least two days prior to commencement so that dust protectors can be placed on hallway smoke detectors to avoid false alarms.
- d) A copy of the approved and executed City of Chicago Building Permit
- e) Remodeling agreement signed by the Unit Owner.

CONSTRUCTION INSURANCE REQUIREMENTS

- A. Prior to commencing work, the contractor must supply management with a Certificate of Insurance evidencing:
 - i. General Liability (bodily injury and property damage) - \$1,000,000 for each claim and \$2,000,000 general aggregate
 - ii. Worker's Compensation - \$100,000 per accident, \$500,000 policy limit, \$100,000 employee/disease limit.

- iii. Umbrella Liability - \$1,000,000

B. Certificate of insurance must include the following additional insured:

- i. Museum Park Lofts Condominium Association
- ii. Museum Park Lofts Board of Managers
- iii. Museum Park Lofts Managing Agent
- iv. Museum Park Lofts Employees

Inspection Requirements

Category B projects:

The Unit owner or Contractor is responsible for notifying Management:

- 1) When the Work is started, so an authorized representative of the Association can check that all work to be commenced was authorized and to verify the length of time to complete the Work. At this point, the Building Engineer or Association assigned inspector will inspect work. Any cost of inspection will be charged to the Unit Owner.
- 2) Prior to closing up of any walls or other areas concealing plumbing or electrical work or flooring underlayment.
- 3) When the project is completed.

Category C projects:

Unit owner or Contractor is responsible for notifying Management:

- 1) Prior to commencement of the Work. Management will then advise the Unit Owner of the time and date for a meeting to review the Work to verify there have been no further modifications other than those authorized by the Board. The Unit Owner and the Unit Owner's Contractor must be present.
- 2) Prior to closing up of any walls or other areas concealing plumbing, HVAC, gas or electrical work or flooring underlayment, to allow the Association to verify that all the common utilities such as water, sewer, electric, cable, security and telephone lines have not been damaged. At this point, the Building Engineer or Association assigned inspector will inspect work. Any cost of inspection will be charged to the Unit Owner.
- 3) When the project is complete.

FLOOR COVERING GUIDELINES

All floor-covering alterations require prior written approval of the Board of Directors.

Carpeting

Wall-to-wall carpeting shall be installed over at least thirty-one ounce (31 oz.) three-eighths inch (3/8") foam rubber, or eighty-ounce (80 oz.) sponge rubber, or equivalent sound-resistant padding.

Hard-surface Flooring

Replacement and upgrades to original hard-surface flooring in any part of any unit (excluding bathroom) must be installed over an underlayment that causes the floor assembly to yield a Field Impact Insulation Class (FIIC) rating of at least fifty-four (54) when tested in accordance with the American Society of Testing Materials Designation E-1007-84. (Field Measurement of Tapping Machine Impact Sound Transmission Through Floor-Ceiling

Assemblies and Associated Support Structures), with Classification to be in accordance with ASTM designation E-989-84 (Determination of Impact Insulation Class). Replacements due to insurance claims installed in the same manner as the original construction are excluded.

Floor Covering Testing/Complaints

The Unit Owner or Resident of any unit located immediately below a unit having newly-installed hard-surface flooring may, by written notice to the Board of Directors, request that the compliance of such flooring be investigated. The Board shall request that the *complaining Unit Owner* or Occupant deposit with the Association an amount equal to 100% of the estimated cost of testing the FIIC rating of such flooring. Upon receipt of such deposit, the Board shall engage an independent acoustical consultant to test the FIIC rating of said flooring, and the complaining owner/occupant and the owner/occupant of the unit containing the hard-surface flooring shall cooperate fully with such consultant in testing the FIIC rating of the flooring. The determination of the consultant shall be final and conclusive on all parties.

If the FIIC rating of the flooring is found by the expert to be in compliance with these rules, then the full cost of the testing shall be borne by the complaining Unit Owner or Resident out of the deposit held by the Board.

If the FIIC rating of the flooring is found by the consultant not to be in compliance with these rules, the complainant's deposit shall be fully refunded. The owner of the non-complying unit shall pay the full cost of the testing and may be subject to a fine. The owner of the non-complying unit shall bring the unit into compliance with these rules within 20 days of the issuance of the test results or be subject to legal action by the Association.

CONSTRUCTION PARAMETERS

All Construction reviews by Association architectural representative, including without limitation, review Specifications and Drawing, review of any additional documents or on-site examinations of Work are conducted at Unit Owner's expense.

- 1) There shall be no modifications to the Common Elements (e.g. the floor, ceiling, columns, and walls adjoining another Unit without the prior written approval from the Board of Directors. This prohibits the cutting or channeling of concrete floors and ceiling without written approval. Cutting into the concrete columns and sheer walls is strictly prohibited.
- 2) Unit Owner's will be charged a fee each time a water shut off is required.
- 3) The exterior/window wall assembly shall not be altered in any way. There shall be no removal of any parts, screws, etc. There shall be no drilling or attaching items such as curtain brackets to the horizontal metal cover plate that encloses the space between the window wall assembly and the concrete ceiling.
- 4) There shall be no alteration to the existing Heating and Air conditioning system, other than repair or replacement of the present units, without prior written approval from the Board Directors.
- 5) Relocation of water risers, waste lines, and open site relief drains or venting stacks is strictly prohibited. Individual shut-off valves are required for all newly installed fixtures.

- 6) The Unit Owner will be responsible for a labor and material charge for each riser shut down.
- 7) Dielectric unions are mandatory on all domestic plumbing lines. Any drain line that exceeds a five-foot run from the fixtures to the main waste line shall be properly vented.
- 8) All electrical work must meet code. Electrical panels must have unobstructed clearance for a minimum of 30 inches. No wall, floor, or ceiling, electrical boxes may be buried after the removal of a receptacle or fixture until all wiring no longer in use has been removed. Ground fault interruption receptacles must meet City of Chicago code. All steam room, sauna, or whirlpool electrical components and enclosures must be approved by the Board (and may be subject to architectural review at the Unit Owner's expense) prior to installation and are subject to inspection after installation. All work to be completed on telephone lines must be completed by a qualified low voltage telephone line specialist.
- 9) Any work on the common mechanical chase is strictly prohibited. Connections to the kitchen or bath venting system are strictly prohibited.
- 10) No contractor shall be permitted to use air hammers at any time without prior approval of the Board.
- 11) Unit Owner's Contractors must unload all material at the loading dock area and park their vehicles on the street. No vehicle shall be allowed to park in the loading dock area. No contractor shall be allowed to enter through the lobby with tools or materials at any time. No contractor shall transport materials via the passenger elevators unless so directed by the Management, and then only on the designated passenger elevator, which will be padded and made available.
- 12) Unit Owners shall be responsible for ensuring that their contractors employed to work within their unit lays drop cloths on top of the corridor carpeting during hours when tradesmen are coming to and from the Unit. Such drop cloths must completely cover the traffic areas of the tradesmen and provide total protection to the corridor carpeting. Drop cloths must be removed at the end of each working day, and all debris collected by the cloths also removed. If it is necessary that extraordinary cleaning be performed by Association personnel due to a contractor's negligence, the Unit Owner shall be responsible to reimburse the Association for labor expenses.
- 13) Unit Owner's Contractors may not store any materials within the Common Elements of the Building and are to haul all debris and leftover materials from the Building in covered containers. Construction debris removal can scheduled with the Management Office. Under no circumstances may construction materials be disposed of down rubbish chutes or left in the room in which rubbish chutes are located. The hauling charge for any bulk items left on common property in violation of this rule will be assessed to responsible Unit Owner.
- 14) When the wall adjoining units is opened and any mechanical, electrical, communication or cable work is conducted, the gypsum board shall not be re-installed until it has been inspected by the Board or its representative. It is the Unit Owner's responsibility to ensure that adjoining units and the common utilities will not be damaged or destroyed during any alteration work. Any necessary repair expenses will be the sole responsibility of the Unit Owner undertaking the remodeling.
- 15) Whenever a partition is altered in any way, the Unit Owner shall designate the utilities in the area of this alteration on the Specifications and Drawing. The utility shall be so designated on the drawing as an electrical, telephone or television outlet.

Appendix C

POLICIES AND PROCEDURES REGARDING RULES ENFORCEMENT

A. OVERVIEW

All Residents are required to abide by the Condominium Instruments (all recorded documents and authorized amendments including, but not limited to, the Declaration, By-Laws, Plat and Rules). Set forth below are the rules and procedures designed to address violations thereof. Notwithstanding provisions in the Condominium Instruments specifying remedial rights and actions available to the Board in the event of violations (Article 7), the Board, where possible, hopes that intervention by management can bring about correction of violations and resolution of disputes. Where management's involvement is not appropriate or is unsuccessful, the Board or a duly appointed committee may become involved and any and all rights and remedies provided in the Instruments may be implemented.

B. INTERVENTION BY MANAGEMENT

- 1) Any Resident having knowledge or information concerning the violation of the Declaration, By-Laws or any rule promulgated by the Association regarding these Rules, must inform the Property Manager in writing and request that he/she take action. The Property Manager will send a letter to the alleged violator informing him/her of the alleged violation, referring to the applicable portions of the Declaration, By-Laws and/or Rules, or any such authority, and informing the alleged violator that any such violations could result in assessment of charges, fines, legal fees, and other legal action.
- 2) If, after sending the letter described in paragraph 1 above, the Property Manager is informed that the alleged violator has continued the same or a substantially similar violation, the Property Manager may, at his/her discretion, request a conference with the alleged violator to discuss the alleged violation, and may also request that the complaining party attend the conference, so that the Property Manager can attempt to mediate the dispute.
- 3) If (a) the Property Manager fails to send the letter described in paragraph 1 above; or (b) the Property Manager declines or fails to hold a conference as set forth in paragraph 2 above; or (c) the alleged violator commits the same or a substantially similar violation after the Property Manager holds or unsuccessfully attempts to hold a conference as set forth in paragraph 2 above, then the Unit Owner on his/her behalf may institute the Proceedings by the Board as set forth in section C below. Further, the Board or Property Manager, at their discretion, may at any stage of the proceedings herein or at any other time determine that the alleged violation should be addressed in proceedings by the Board, in the manner described below, rather than or in addition to intervention by management.

C. PROCEEDINGS BY THE BOARD

If the circumstances described in paragraph B. 3 above occur, alleged violations of the Instruments may be addressed in proceedings by the Board. The following provisions govern such proceedings:

1) Written Complaint

The complaining Unit Owner shall file a written complaint, containing the following information:

- a) The name, Unit number or address and phone number of the complainant;
- b) The name and Unit number or address of the Unit Owner or Resident who has committed the alleged violation;
- c) The specific details or description of the violation, including the date, time, location, etc., of the alleged violation;
- d) A description of the complainant's requests to the Property Manager to address the alleged violation, and a description of the manager's response;
- e) The signature of the complainant; and
- f) The date on which the complaint is made.

2) Procedures Upon Filing of a Written Complaint

- a) A written complaint under the preceding section shall be filed with the Board through the Property Manager. Thereafter, the Board or Property Manager shall notify the alleged violator in writing that such a complaint has been made, and shall upon request provide a copy of the complaint to the alleged violator. Such written notices may not be forthcoming if the Unit Owner has been given three (3) or more notices within the preceding twelve (12) months immediately preceding the alleged violation.
- b) If the alleged violation is such that serious, immediate, or irreparable consequences may occur due to delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred, including but not limited to attorney's fees, will be charged to the Unit Owner or Resident as set forth below.
- c) The Association's attorney, if contacted regarding the violation, shall 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, By-Laws, Rules and other regulations of the Association.

3) Protest and Hearing

If any Unit Owner or Resident who is charged with a violation either believes that he/she has not committed such violation, or that he/she has been wrongfully accused, he/she shall proceed as follows:

- a) Within ten (10) business days after having been notified in writing that he/she has been accused of a violation, the Unit Owner or Resident must submit to the Property Manager a written request for a hearing concerning the violation. The Property Manager will forward the request to the Board. The Property Manager will simultaneously inform the complainant in writing that a request for a hearing has been forwarded to the Board.
- b) Upon submission of such a request for hearing, a hearing of the written complaint shall be held before a panel (hereinafter "Hearing Panel") duly authorized by the Board, and composed of Board members or a commission duly authorized and appointed by the Board to hear such complaints. The Hearing Panel shall not include any persons presenting evidence in the hearing.
- c) The hearing shall be conducted no later than six (6) weeks after the Unit Owner or Resident has delivered a written request for such hearing, unless the Board determines that good cause justifies a later hearing. Notwithstanding anything herein to the contrary, upon request of the Unit Owner, one continuance will be granted for a period of no longer than thirty (30) days for good cause shown. The Board may also reschedule the date of hearing to accommodate the scheduling needs of its members.
- d) At any such hearing, the Hearing Panel shall hear and consider arguments, as well as evidence or statements regarding the alleged violation. Following the hearing and due consideration, the Hearing Panel shall issue a written recommendation to the Board regarding the alleged violation. The Hearing Panel's decision as to its recommendation shall be made by majority vote. Notification of the Hearing Panel's recommendation shall be made in writing to both the complainant and the alleged violator.
- e) The Board will receive the recommendation of the Hearing Panel, and, at its sole discretion, may hear argument as to whether it should accept or reject such recommendation.
- f) The Board will vote to accept or reject such recommendation by majority vote, and the decision of the Board will be final (subject to paragraph g, below) and binding. Notification of the Board's decision shall be made in writing to both the complainant and the alleged violator.
- g) The Board may vacate, reverse or modify its decision on its own initiative or upon a showing by either party of newly discovered facts or arguments that could not reasonably have been presented before the Board reached its decision. Such request by a party must be made within a reasonable time.

- h) Payment of any fines, charges, costs or expenses made pursuant to the provisions of this section shall not become due and owing until the Board has rendered its decision.
- i) If no request for a hearing is filed within ten (10) business days after the Unit Owner or Resident has received written notice of the complaint, or in the event that such Owner or Resident fails to appear for a hearing as provided herein, the allegations in the written complaint may, at the Board's discretion, be deemed admitted by default, and the Board may make its own determination of whether a violation has occurred and the appropriate sanctions, if any, to be imposed.
- j) The Board shall notify the Resident or Unit Owner in writing of its determination.

4. Fines, Costs, and Expenses

If, after notice and an opportunity to be heard as set forth above, any Resident or Unit Owner is found to have violated any provisions of the Declaration or Rules and Regulations of the Association, the Board may, at its discretion, take one or more of the following steps, or such other actions as may be authorized by the Declaration, By-Laws, Rules and other regulations of the Association:

Assess against the Unit Owner the following fines (unless a different amount is expressly provided elsewhere in the Rules), as well as any additional costs and expenses, including reasonable attorney's fees, incurred by the Association in connection with the enforcement process.

- First violation: a fine in the amount of \$50.00 or at the discretion of the Board may impose written notification (no fine)
- Second violation (or noncompliance): \$100.00
- Third violation (or noncompliance): \$200.00
- Fourth violation (or noncompliance): legal action

In addition, a fine of \$25.00 per day may be imposed by the Board for a violation of a continuing nature from the first day of the violation and will continue until the violation has been eliminated, and the Association has received notice of it.

If the violation is of a nature that could cause a serious threat to Residents' health or safety, could jeopardize the well-being of Residents, or could result in structural damage to any common elements, (such as, but not limited to, use of unauthorized contractors) the Board may, at its discretion, impose a \$500.00 fine and take immediate legal action.

Require the Unit Owner or Resident to cease and desist from conduct found to be prohibited by the Declaration, By-Laws or Rules and Regulations.

Require the Unit Owner or Resident to correct any damage or unauthorized condition of the property for which the Unit Owner or Resident has been found responsible, and/or to pay the costs of any repairs previously made.

Failure of a Unit Owner or Resident to pay any of the costs and expenses or other items provided above, or to perform any of the repairs or corrective work described above, shall constitute a separate violation by the Unit Owner or Resident. After ten remedies at the Board's avail, including without limitation, rights to immediate possession of the Unit, to proceed with judicial sale, or to place a beneficial lien against the Unit Owner.

5. Criminal Activity

Anytime a crime is committed on this property which involves a resident, tenant, guest or invitee of a tenant, resident or guest the following fines may be assessed to the owner of the respective unit involved, after notice and an opportunity for a hearing.

- a) Activities on this property such as, but not limited to, disturbing the peace, fighting, vandalism, property damage, offensive behavior, harassment, intimidation, public drunkenness (adult), party out-of-control if supported, after notice and opportunity to be heard on the matter:
 - a. 1st Offense \$100
 - b. 2nd Offense \$250
 - c. 3rd Offense \$500

- b) Activities on this property such as, but not limited to, domestic violence, child abuse, assault, burglary, theft, public drunkenness (minors), possession of illegal drugs, minors in possession of alcohol, DUI, possession of stolen property if supported, after notice and opportunity to be heard on the matter:
 - a. 1st Offense \$250
 - b. Thereafter \$500 per incident

- c) Activities on this property such as, but not limited to, manufacturing or distributing illegal drugs, any crime related to gang activity; illegal possession of firearm or weapon; discharge of firearm, aggravated assault, arson, kidnapping, murder if supported, after notice and opportunity to be heard on the matter.
 - a. 1st Offense and thereafter \$1000 per incident

6. Reimbursement to Association

Any fees, costs, expenses (including attorney's fees) or other items assessed hereunder, shall be due within thirty (30) days after written notice from the Association that such items have been assessed. The Association may take such steps as are provided in or consistent with the Declaration or By-Laws to enforce

collection of any such charges, fees or expenses, including attorney's fees and court costs, related to such enforcement.

D. REMEDIES ARE NOT EXCLUSIVE

The rules, remedies and procedures set forth herein are not exclusive. The Association acting through the Board may, in addition to or instead of such rules, remedies and procedures, and at its sole discretion, take any action or utilize any procedure provided or allowed by law, in equity or in the Declaration and By-Laws.

E. OTHER PROVISIONS

Time is of the essence of this policy. Notices are deemed served either: By personal delivery at the time of the delivery; or by mail, in which case such service is deemed to have taken place three (3) days after having been sent by first-class and certified mail – return receipt requested, postage prepaid, to the Unit Owner or Resident at his/her address in the building or as he/she shall have previously directed in writing, provided that either the return receipt has been signed and returned, or the notice sent by first-class mail has not been returned to the Association undelivered.

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EXHIBIT A

REQUEST FOR CONSTRUCTION APPROVAL

Date: _____

Unit Owner Names: _____

Unit Number: _____ Phone Number: _____

As owner(s) of the above unit at Museum Park Lofts, I certify the following:

- Received a copy of the Museum Park Lofts Condominium Association Construction and Remodeling Guidelines (Appendix B)
- All documentation and approval must be on file in the Management Office prior to commencement of any work.
- A written authorization from the Association or its agent must be obtained prior to the commencement of any work that subsequent changes or modifies originally presented and approved plans for redecoration of Unit(s) must be approved by the Association's Board of Directors.
- Agreement to make the unit available for inspection a copy of written authorization of remodeling work upon request by Management and/or the maintenance staff during periodic inspections of the work.
- Submit copies of "As-Built" plans to the Management Office upon completion of the work if applicable.
- Agreement to make the unit available for building management, maintenance or an Association contracted vendor to inspection during and after construction.
- Agreement to notice the Management Office in writing upon completion of work.

Signature: _____ Date: _____

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EXHIBIT B

ENTRY AUTHORIZATION

Date: _____

Name: _____

Unit Number: _____ Phone Number: _____

This will serve as Authorization to a Museum Park Lofts staff member to release keys for the above unit, to the person(s) specified:

Name(s): _____

Company: _____

Purpose: _____

Effective from: _____ To: _____

Comments: _____

The undersigned agrees to hold harmless the Museum Park Lofts Condominium Association, its Officers and Directors, Employees and its Management for any claim for loss, damages and/or injury connected in any way with the release of the aforesaid unit keys and entry of the aforesaid person for any act or service to the unit specified above.

Signature: _____ Date: _____

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EXHIBIT C

CERTIFIED / REGISTERED MAIL PERMISSION TO SIGN FORM

I hereby request to have the staff of Museum Park Lofts Condominium Association sign for the receipt of all FedEx, UPS or USPS packages, parcels or registered and/or certified letters delivered.

By signing this form I agree to waive my rights for any and all claims and/or actions against Museum Park Lofts Condominium Association, its Officers, Board of Directors, Staff, and Managing Agent for any and all Packages, Certified and /or Registered Mail or the contents of such letters, signed for by the Staff of Museum Park Lofts Condominium Association.

Signature Type:

____ One-time Only: Date _____

____ Permanent, ongoing authorization

Resident Name: _____ Unit Number: _____

Signature: _____ Date: _____

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EXHIBIT D

SATELLITE DISH AGREEMENT

I, _____, the resident of Unit _____ in Museum Park Lofts Condominium Association (hereafter "Association"), commonly known by the street address of 125 East 13th Street, Chicago, Illinois, does hereby certify to the Association that I have installed a satellite dish on the of the Building, and that such dish and the installation thereof conforms to the Rules And Regulations of the Association. I hereby agree to indemnify and hold harmless the Board of Manager/Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation, maintenance, or use of the satellite dish, including the payment of any and all costs of litigation and attorney's fees resulting therefrom. I agree to be responsible for any damage to the Property or any injury to any person as a result of the installation, maintenance, or use of the satellite dish.

Signature: _____ Date: _____

IN WITNESS WHEREOF, I have signed this document on _____, 20__, at Chicago, Illinois.

Name: _____
Signature: _____
Date: _____

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EXHIBIT E

VIOLATION COMPLAINT - WITNESS STATEMENT

Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.

Reporting Witness' Name Address and Unit Number Phone Number

Other Witness Name Address and Unit Number Phone Number

INFORMATION CONCERNING VIOLATOR:

Violator's Name Address and Unit Number Phone Number

Additional Violator's Name Address and Unit Number Phone Number

INFORMATION CONCERNING VIOLATION:

Violation Date Time Location

Section(s) of Declaration, Bylaws or Rules which was violated:

Reporting Witness' Observations:

Were any photographs or sound recordings made? Yes ___ No ___ By Whom? _____

Include all audio or video tapes or photographs with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made, the location it was made and the name of anyone else who was present.

I have made the above statement based on my personal knowledge and not upon what has been told to me. I will fully cooperating with the Association at its Attorneys to provide additional statements or affidavits, and in the event a hearing or trial is necessary, I will appear to testify as a witness.

Signature: _____ Date: _____

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EXHIBIT F

NOTICE OF VIOLATION

TO: (Unit Owner/Tenant)

DATE:

Re: Violation of Declaration, By-Laws, or Rules and Regulations

You are hereby notified, as the owner/tenant of the Unit _____ at 125 East 13th Street, Illinois that you are charged with the following violation of the Association's Declaration, By- Laws or Rules and Regulations. The actions complained of occurred on or about _____, 20 and are described as follows:

The Association is governed by its Declaration, Bylaws, and various Rules and Regulations which you are charged with violating. Please note that you must take the actions outlined in the Association's Policies and Procedures Regarding Enforcement, if you believe the charges are unjustified.

You may request a hearing by signing, dating and returning the attached request for a hearing form within 21 days to the Association at the address below.

Under the rules, if you fail to request a hearing within 21 days or fail to appear at a hearing within 21 days or fail to appear at a hearing on these charges, you will be found guilty by default, and fines, charges, costs, expenses and legal fees may be assessed against you and added to your account.

If a violation exists, which has not already been corrected, and you fail to make an appropriate correction, and are found guilty of the violation, the Association may correct the violation at your expense. Please consult the Association's Rules for further details.

Very truly yours,

Museum Park Lofts Condominium Association
c/o Agent, DK Condo
125 East 13th Street Chicago, Illinois 60605 (312) 235-0486

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

BY: _____

TITLE: _____

Enclosure-Policies and Procedures Regarding Enforcement

cc: Regular Mail
Owner/Resident

REQUEST FOR A HEARING:

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated, 20 alleging a violation of the Declaration, By- Laws or Rules of Association.

Signature

Owner/Resident's Name - Printed

Address

City

State

Zip Code

Phone

_____, 20
Date

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EXHIBIT G

NOTICE OF DETERMINATION REGARDING VIOLATION

TO: _____ DATE: _____

On _____, 20__, you were notified of a violation of the Declaration, By-Laws, or Rules of the Association. Pursuant to the Association rules:

- A hearing was held at your request regarding the alleged violation.
- You have admitted to the violation by default and waived your right to request a hearing. After considering the complaint and evidence, the following determination has been made and the following action(s) will be taken:
 - You were found not guilty and no action will be taken.
 - A 1st, 2nd, etc. violation of the Association's Declaration, By-Laws or Rules has occurred and a fine in the amount of \$ is now due.
 - A violation of the Association's Declaration, Bylaws or Rules of a continuing nature has occurred and a fine in the amount of \$___ per day from, 20 is now due. A fine for a violation of a continuing nature will be imposed from the first day of the violation and will continue until the violation has been eliminated and the Association has received notice of it.
 - Damages, expenses and administrative charges in the total amount of \$ have accrued and are now due.
 - Legal expenses in the amount of \$ have been incurred by the Association and are now due.
 - Damages have occurred or an architectural violation exists, as charged in the complaint. The Association will proceed to have the damages or violation corrected or repaired at your own expense.
 - As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the fees and expenses incurred will be assessed to you.

Museum Park Lofts Condominium Association
BY: _____
TITLE: _____
ADDRESS: _____