

**VB 1224 Lofts CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS**

All rules, restrictions and covenants contained in the Condominium instruments (defined as the Condominium Declaration and By-laws, including all amendments thereto) are incorporated as part of these Rules and are subject to the enforcement policies and procedures set forth herein, to the extent that the provisions of applicable law shall first control, followed by the provisions of the Condominium instruments and then the Rules. The Rules shall govern the conduct of all Residents and any person on the property at the invitation or permission of any Resident. Each Unit Owner shall be responsible for the conduct of his/her family living in the unit, as well as any guest, tenants, members of a tenant's family living in the unit, guest of tenants and anyone occupying the unit. All Rules and Regulations in this document are effective as of January 1, 2011.

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1. ASSESSMENT AND COLLECTIONS

1.1 Payment Due Date/Late Payments

All monthly assessments, special assessments, late payment charges, fines, or other lawful charges of the Association are due and payable in full on the first (1st) day of each month and deemed delinquent on the sixteenth (16th) day of each month. Any payment of the aforementioned which is received by the Management company (not mailed or postmarked) after the fifteenth (15th) day of the month shall be considered late and subject to a late charge of \$75.00. All late charges are added to and deemed part of the Unit Owner's monthly assessment for the month in which the assessment is late.

1.2 Non-Sufficient or Uncollected Funds Checks or Direct Deposit

There is a \$50.00 charge for a non-sufficient fund uncollected check or insufficient direct deposit withdrawal. Management will not re-deposit a bounced check - a new check must be re-issued. The late charge of \$75.00 will apply as stated above if the re-issued check is not credited by the fifteen (15th) day of the month.

1.3 Collection of Past Due Accounts

When any portion of the Unit Owner's account becomes thirty (30) days past due, the Board shall provide the Unit Owner written demand for payment listing the amount in arrears. If the account is not paid in full within thirty (30) days of the notice, or sixty (60) days late, the Board shall forward that account to an attorney or agency to initiate legal proceedings to collect all sums due and owing to the Association and will also seek recovery of interest, attorney's fees, agency fees, and court costs from delinquent Unit Owners.

1.4 Payments

Payments may not be made at the On-site Management Office. All payments must be withdrawn directly from a bank account using Lieberman Management's eDebit Program or sent to the Lieberman Management Services lockbox:

VB 1224 Lofts Condominium Association
c/o Lieberman Management Services
PO Box 5723
Carol Stream, IL 60197

2. MOVE-IN, MOVE-OUT, DELIVERY, AND REMOVAL

2.1 Scheduling of Elevator Time

In order to reserve elevator time, all move-ins and move-outs must be reserved with the Management Office during regular business hours no less than seven (7) days prior to the move date. Moves are allowed seven (7) days a week with the exception of New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. There are two (2) time slots allocated per day, 8:30 a.m. – 12:30 p.m. or 1:00 p.m. – 5:00 p.m. (4 hours each). Reservations of the elevator with Management shall be on a first come, first serve basis. If any Association property is damaged during the move (elevator, walls, etc.) the Unit Owner shall be responsible and the damage may not be limited to the deposit.

2.2 Security Deposit for Moves

A Unit Owner must submit a \$250.00 security deposit five (5) days prior to move-in or move-out to cover any possible damage to the hallways or common areas caused during the process of moving. A non-refundable fee of \$150.00 is due for each move-in or move-out. An additional fee of \$25.00 per hour will be charged for each hour after the scheduled move time. After Management's inspection of the common areas of the building, and provided that no damage has occurred, the security deposit will be returned to the Unit Owner. Repair for damages will be charged on a time and material basis. The rescheduling fee for less than seven (7) days notice in advance is \$50.00.

2.3 Moves

Freight pads, which will be provided and installed by VB 1224 Lofts, must be used in the elevator during all moves. All moves must be made through the back of the building, utilizing Elevator #2 only. No moves are to be made through the front entry or any other building entrances or exits. The VB 1224 Lofts Staff will prevent movers from using elevators if the above regulations have not been met. The Association will impose a fine of \$50.00 to anyone who violates any of these move guidelines, and that fine will be deducted from the move deposit.

2.4 Furniture, Construction, Hired Movers, Large Items, Deliveries

For security reasons, furniture delivery persons, hired movers, construction workers, and similar large item delivery person(s) are required to sign in with his/her name, company name, the number of delivery personnel, the time-in and time-out, and the unit number to which they are delivering. Such person(s) is also required to present to the Front Desk Staff some form of picture identification, such as a driver's license. Only one person per moving/delivery company will be required to fulfill these requirements. Trucks must be parked where they do not block any of the five garage doors. All deliveries must be made through the back of the building, utilizing Elevator #2 only during the hours of 9:00 a.m. through 5:00 p.m. Monday through Saturday.

2.5 Door Stoppers

Door stoppers are to be used in the event that the doors need to be propped open. In compliance with Chicago fire codes, stairwell doors may not be propped open at any time.

2.6 Removal

The removal of all large pieces of furniture (i.e. mattresses, bed frames, sofas, cabinets, appliances, air-conditioning units) must be made only through Elevator #2 during the hours of 9:00 a.m. through 5:00 p.m. Monday through Saturday. All arrangements for

the removal of such items must be made through the Management Office and with at least twenty-four (24) hours advance notice. Absolutely no exceptions will be made.

2.7 Keys

- a) New Unit Owners or Residents must get his/her keys or fobs from the previous Unit Owner or Resident.
- b) Replacement keys or fobs are \$35.00 each. Only Unit Owners can request a key or fob.
- c) All Unit Owners must leave a copy of his/her door key(s) with the Management Office, for emergency purposes. A fine of \$10.00 per day will be assessed to the Unit Owner for violation of this Rule.
- d) A \$25.00 fee will be charged per lockout to let Unit Owners or Residents into his/her unit.
- e) Lost or stolen keys or fobs should be reported immediately to the Management Office.
- f) Alarm systems are permitted in units but Management must be informed of the security code in case of an emergency.

2.8 Non compliance

The fine for non-compliance of scheduling a move-in/move/out or delivery/removal is \$500.00 (includes wrong times, wrong days, or failing to schedule with the Management Office seven (7) days in advance).

3. INDOOR COMMON AREAS

3.1 Hallways/Lobby/Stairwells/Elevators/Building Equipment Rooms

- a) Smoking is not permitted in any of the building's common areas, including stairwells.
- b) Congregating or loitering in common areas, unless approved by the Board, is strictly prohibited.

- c) Residents must wear proper (be suitable for going out in public) attire at all times while in the common areas (including hallways, stairwells, elevators and the lobby).
- d) All doors must remain closed at all times, including unit doors. In the event of a move in/out, unit doors are permitted to be propped open; stairwell doors, however, may never be propped open or have the lock tampered with in any way shape or form. Moreover, in the event a Unit door is propped open, the Unit Owner/Resident retains all responsibility for the contents of the Unit, the Association is not liable for any lost, stolen, or damaged property as a result of a door being propped open.
- e) No personal items of any kind may be stored in the common areas. Personal items include, but are not limited to, shoes, welcome mats, strollers, coolers, garbage bags, etc.
- f) The tampering with building mechanical or electrical equipment is strictly prohibited.
- g) The use of building fire extinguishers is not permitted, except during a bona fide emergency.
- h) Welcome mats, carpets, or any other floor/wall coverings are not to be cleaned or shaken out in the hallways or over a balcony/patio.
- i) Decorations in the hallways, excluding unit doors, are strictly prohibited.
- j) No eating or drinking is permitted in the hallways, lobby or stairwells.
- k) Only official condominium business, approved by the Board or Management Office is permitted to be posted in common areas.
- l) No business may be conducted in any common area.
- m) Littering is strictly prohibited in any common area.
- n) No one shall unnecessarily hold or otherwise interfere with the normal operation of the elevators. The elevators are reserved for the exclusive and uninterrupted use of Residents and other persons lawfully on the property.

- o) In the event of a fire, all residents must use the stairways; the use of the elevator is strictly prohibited.

3.2 Children

Children are prohibited from playing or running in any indoor common areas (with the exception of the designated area in the exercise room). Children under the age of 16 cannot use amenities without the supervision of an adult 18 years or older. Children unable to operate the emergency buttons are not permitted to ride elevators unescorted.

3.3 Recreational Activities

No recreation and/or sports equipment of any kind (i.e. bicycles, tricycles, skateboards, roller blades, basketballs, etc) may be utilized in any common area. Bicycles, however, may be ridden in the garage to and from the bicycle racks while entering or exiting the building. Bicycles may not be ridden through the lobby or hallways.

3.4 Personal Items

Chicago Fire Prevention Code prohibits all items and personal property, including, but are not limited to, shoes, welcome mats, strollers, coolers, garbage bags, etc, from being placed in hallways or stairwells. Building employees are authorized to remove and dispose of any such articles without notice.

3.5 Decorations

No Unit Owner or Resident shall paint, decorate, adorn or place signs, notices, or other items upon the outside of his/her unit (excluding religious or holiday decorations on the front door to the Unit). The Board does have the authority to request Residents remove decorations from his/her unit door if they are in excess.

3.6 Canvassing/Solicitation

Door-to-door canvassing, solicitation, or handouts of any kind is prohibited, with the exception of matters pertaining to the Condo Association. Any unauthorized canvassing, solicitation, or handouts should be reported to the Management Office immediately.

3.7 Signs, Posters, Advertisements

Signs, posters, advertisements, and notices (other than those installed by Management) are prohibited in all common areas, including the doors to the units, except in the authorized posting area in the mailroom. For posting, contact the Management Office.

3.8 Camera Systems

No unauthorized cameras are permitted in the hallways or other common areas.

3.9 Damage

Any common elements that are damaged, intentionally or unintentionally, by the conduct of the Unit Owner or by the Unit Owner's family, tenants, guests, or their pets, will be repaired by the Association and assessed to the responsible Unit Owner.

3.10 Front Desk

The Front Desk Staff, when present, should buzz all Unit Owners, Residents, and guests into the building. All guests must sign-in at the Front Desk. If the Front Desk Staff buzzes in an individual or a group of individuals who do not utilize the intercom, the Resident they are visiting will need to be contacted via phone to allow entry. If the Front Desk Staff is unable to reach the Resident, guests will not be permitted entry. The Front Desk Staff and the Property Manager are not allowed to hold a key for a Resident to provide entrance to his/her unit for any guest, handyman, etc. It is the Resident's responsibility to allow another individual to gain access to his/her unit. The Association, Management, or any employee of the Association is not permitted to allow anyone, other than the Unit Owner, Resident, or emergency services, access to a unit.

3.11 Luggage Carts

The luggage carts are available at the Front Desk for Resident use. Only one (1) cart may be used by the Residents of a unit at any given time. The cart must be signed in and out and returned to the Front Desk. There is a thirty (30) minute time limit on using the cart. The cart cannot be taken more than fifty (50) feet away from the building. Unit Owners are responsible for any damage to the cart.

4. USE OF COMMON AREAS

4.1 Roof/Rooftop Deck

- a) No one is allowed to venture off the rooftop deck without prior approval from Management.
- b) Children under the age of 16 must be accompanied on the deck by an adult 18 years or older.
- c) Nothing is permitted to be thrown off the rooftop deck or roof, including the release of bodily fluids.
- d) No flames of any kind are allowed on the rooftop deck, including cigarettes.
- e) Nothing may be placed and/or stored on the unprotected areas of the roof.
- f) Residents that use the rooftop deck must clean up after themselves.
- g) Proper attire (including shoes) is required at all times.
- h) Residents are allowed to have gatherings on the rooftop deck, but it is first come first serve basis and cannot be reserved or used exclusively.
- i) The maximum amount of people permitted on the deck at any given time is fifty (50).

Dates and Hours of Use

April 1 through November 1

(Residents and their guests are allowed to go up to the rooftop deck on December 31)

Sunday through Thursday – 6:00 a.m. to 10:00 p.m.

Friday and Saturday – 8:00 a.m. to 1:00 a.m.

4.2 6th Floor Common Room

The 6th floor common room and the furniture in it are solely reserved for official condominium business and cannot be used by Residents.

4.3 5th Floor Media Room

The 5th floor media room may be reserved by any Unit Owner through the Management Office. If a tenant is interested in using the room, the Unit Owner must reserve it for him/her. The room is available on a first come, first serve basis during non-quiet hours (see Section 11.2). A \$100.00 deposit for the use of the room will be debited on the Unit Owner's account ledger upon reservation of the room. This deposit will be reversed on the Monday following the usage of the room, as long as the room is restored to the way it was found. The Unit Owner is liable for the room and the items in it, and any damage will be a forfeit of the deposit. Any additional damage will be charged back to the Unit Owners' account. If the room is not cleaned after use the cleaning fee is \$50.00 per hour, in addition to the forfeiture of the \$100.00 deposit. Smoking, live music/DJs and illegal activities are not permitted in the room. The maximum amount of people allowed in the room at any given time is twenty (20). The Front Desk Staff will provide a key to the room, which must be returned to the Front Desk Staff or Management Office immediately after use.

4.4 4th Floor Exercise Room

The 4th floor exercise room is open seven (7) days a week, year round, from 6:00 a.m. to 11:00 p.m. Children under the age of 16 must be accompanied by an adult 18 years or older. Equipment should be cleaned after each use. When people are waiting for equipment, workouts should be limited to 30 minutes. The lights and TV should be turned off when leaving the room, unless someone else is present. Tampering with the thermostat in any manner is strictly prohibited. Residents workout at his/her own risk.

Issues with equipment should be reported to the Management Office or the Front Desk Staff immediately.

4.5 3rd Floor Yoga Room

The 3rd floor yoga room is available on a first come, first serve basis. This room is open seven (7) days a week, year round, from 6:00 a.m. to 11:00 p.m. Smoking, live music/DJs and illegal activities are not permitted in the room.

4.6 Storage Lockers

- a) Storage lockers are not for sale.
- b) In the event a storage locker is leased to another Resident, a copy of the lease must be on file with the Management Office. Leases have a minimum and maximum term of one (1) year.
- c) Locker assignments may change in the future if Management needs to move people around.
- d) Unit Owners must supply his/her own lock.
- e) The Association is not responsible for lost or stolen items. Residents use the storage rooms at their own risk. If something does go missing, the Resident should file a police report.
- f) No hazardous materials or combustible items may be stored in a storage locker, including, but not limited to, propane tanks, paint thinner, gasoline, kerosene, etc.
- g) Residents are responsible for any damage caused by items stored in his/her locker.
- h) Only the inside of a storage locker can be used for storage - nothing can be stored outside of the locker, including on top or the side of the locker. Items not stored inside the locker will be removed by Management and disposed of without warning.
- i) Unit Owners with storage on his/her balcony or patio do not get a storage locker.

4.7 Mailroom

No postings or solicitation are allowed in the mailroom without the approval of the Board or Management. Residents are responsible for lost or stolen mailbox keys. If a mailbox key is lost or stolen, the Resident is responsible for getting the key box number on the inside of his/her mailbox from the mail carrier and must have a new key made.

Newspapers older than two (2) days will be disposed of immediately.

5. EMPLOYEES

5.1 Employees of the Association

The employees of VB 1224 Lofts include the Property Manager, Front Desk Staff and Maintenance Staff. These employees have been assigned certain designated duties by Management and have been charged with certain responsibilities in order to secure maximum protection and maintenance for the building. No resident has the right to vary these duties. No one except Management or persons authorized by Management may give employees work orders or verbal instructions. Residents may not have a VB 1224 Lofts employee perform any personal work for them while the employee is on duty. If residents believe that some of the duties and responsibilities of the employees are not being performed properly or should be altered, they should submit their written comments or suggestions to Management for the Board.

Employees should be treated with respect. Raised voices, profanity or other abusive behavior or threatening behavior toward building employees will not be tolerated.

Disputes or problems should be brought to the attention of Management in writing.

Residents experiencing difficulties with the Property Manager should contact the Board in writing.

6. UNIT OCCUPANCY AND USE RESTRICTIONS

6.1 Condition of Units

Owners shall maintain his/her unit in a good and clean condition at all times. Food should not be left in the open for long periods of time, so as to avoid attracting pests.

6.2 Heating and Air Conditioning Units

It is the Unit Owner's responsibility to maintain his/her HVAC unit and to check drainage for clogging.

6.3 Electrical

No Unit Owner shall overload the electric wiring in the building, or operate any machines, appliances, accessories or equipment in such a manner as to cause an unreasonable disturbance to others. No machines, appliances, accessories or equipment may be connected to the heating, air conditioning, or plumbing systems.

6.4 Insurance Requirements

Nothing shall be done or kept in any unit or in the common elements serving the units which will increase the rate of insurance or result in the cancellation of the insurance for the building. A copy of each Unit Owner's certificate of homeowner's insurance is required to be on file in the Management Office. Unit Owners are required to maintain a minimum of \$250,000 liability protection for each unit they own. The updated certificate of insurance and an emergency contact form is due each year between January 1 and January 31. If this documentation is not turned in by January 31, a \$5.00 a day fine will be applied to the Unit Owner in violation.

6.5 Traffic

Any activity that would generate substantial traffic or inconvenience to any other Residents in any common area shall be prohibited, unless prior Board approval has been obtained.

6.6 Parties

The Front Desk Staff is instructed to call Residents before admitting guests, unless there is written authorization from the Resident. This regulation includes parties. If a

party exceeds twenty (20) guests, a guest list must be supplied to the Front Desk Staff in advance of the party, and only those guests on the list will be admitted.

6.7 Pest Control

Residents shall report the presence of insects and other pests to the Management Office immediately. Unit owners must allow exterminator access to his/her unit in the event the exterminators deems it necessary to eradicate a pest in the common areas.

6.8 Water Furniture

Water furniture is strictly prohibited. Unit Owners and Residents who have aquariums shall be responsible for damage to the common elements or to other units caused by such use. Aquariums are not permitted to be drained on balconies or patios.

6.9 Attorney Fees

Any and all expenses and costs, including attorneys' fees, incurred by the Association in enforcing the occupancy rules, whether here or in the Declaration, shall be assessed to the Unit Owner necessitating the enforcement.

7. WINDOWS

7.1 Window Coverings

Draperies, curtains, shades, and blinds must be of a customary nature and appearance. A Unit Owner, however, is not required to put up draperies, curtains, shades, blinds or any other type of window coverings.

7.2 Outside Displays

No Resident shall display, hang, store or use any clothing, sheets, blankets, or laundry outside his/her unit or those which may be visible from the outside of his/her unit without the prior written permission by the Management Office.

8. BALCONIES AND PATIOS

8.1 General

- a) Residents are permitted to place deck furniture, planters, propane gas grills and flower pots within the confines of his/her balcony or patio.
- b) No awnings or coverings may be erected over balconies or patios.
- c) Storage of loose items is not permitted on balconies or patios.
- d) Balconies and patios should be kept clean and free of debris.
- e) Nothing is permitted to be thrown from balconies or patios, including litter, fireworks, cigarettes, and the release of bodily fluids.
- f) Nothing should be placed on a balcony or patio that might be blown off in high winds.
- g) Any damage to property will be at the expense of the Unit Owner in violation

8.2 Unsightly Uses

No clothing, sheets, blankets, or laundry shall be hung out on the balconies or patios. No tiling or carpeting is permitted on balconies or patios. The feeding of animals from balconies or patios is strictly prohibited by the City of Chicago.

8.3 Decorations

No signs or decorations of any kind may be fixed or adhered to the building's outside walls or windows, including those accessible from the balcony or patio.

8.4 Painting

Under no circumstances are balconies or railings to be painted.

8.5 Satellite Dish

In order to keep the aesthetic appearance of the VB 1224 Lofts Condominium Association in a good and orderly manner, the Board has adopted the following Rules and Regulations:

- a) Any Unit Owner interested in installing a satellite dish one (1) meter or less in diameter should notify the Board and obtain instructions for installation within seven (7) days from the date of installation.
- b) Satellite dishes greater than one (1) meter in diameter are prohibited.
- c) Satellite dishes may only be installed on portions of property within the Unit Owner's exclusive use or control.
- d) Satellite dishes may not be attached to any common or limited common element. Any deviations must be approved by the Board prior to the installation of the satellite dish.
- e) No more than one (1) antenna of each provider may be installed.
- f) To protect the health, safety and welfare of the Residents, all satellite dishes should be professionally installed. If the Unit Owner uses a professional installer, the Unit Owner must provide proof that the contractor is insured and licensed. The Board reserves the right to inspect the installation and maintenance of the satellite dish.
- g) Once installed, the Unit Owner will be responsible for the maintenance of the dish. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.
- h) If the Unit Owner does not want to perform the removal and subsequent reinstallation the Board will elect to have the work done by a professional at the expense of the Unit Owner.
- i) The Unit Owner shall at all times keep the satellite dish in good repair - failure to do so after five (5) days notice from the Board may result in the removal of the dish.
- j) The Unit Owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation of the satellite dish.
- k) The Unit Owner must restore the property to its original condition upon removal of the dish.

- l) The Unit Owner hereby indemnifies and holds harmless the Board , the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. The Unit Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish.
- m) All satellite dishes shall be constructed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board may result in the dismantling and removal of the satellite dish by the Association without notice.
- n) All costs of removal and restoration shall be borne by the Unit Owner.
- o) The Association reserves the right to levy a continuing and daily fine of \$10.00 for each an unauthorized satellite dish remains on the premises after the Unit Owner has been notified to remove it, or advised to re-install the dish in conformance with the Rules and Regulations.

8.6 Barbecues

Only propane gas barbecue grills are permitted on balconies or patios. No open flames of any kind are permitted on balconies or patios. It is suggested that propane tanks be disconnected and grill covers used for winter storage. Grills and propane tanks cannot be stored anywhere in the building other than on a Resident's balcony or patio, and grills or tanks left in any other area of the building will be confiscated without warning.

9. BICYCLES

9.1 Registration

All bicycles on the property must be registered with the Management Office, including bicycles that are kept in individual units and on balconies or patios. A \$5.00 fee will be

charged for each bicycle registration. A registration sticker will be provided and must be affixed somewhere on the bicycle. Lost stickers will be replaced for an additional \$5.00 fee. New bicycles must be registered within thirty (30) days of purchase. Any Unit Owner or Resident found in violation of this Rule will be fined \$10.00 for each bicycle. If a bicycle is not registered and is stored anywhere in the garage it is subject to immediate removal and donation to charity.

9.2 Storage

Residents' bicycles may be stored in a Resident's unit, on a balcony or patio, on the garage bicycle rack, or within the boundaries of his/her parking space.

9.3 Other Storage Restrictions

Bicycles of Unit Owners, Residents and their guests may not be leaned against or attached to any outside structure of the VB 1224 Lofts property.

9.4 Loss or Damage

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 any such equipment belonging to Residents or their guests.

9.5 Common Area Damage

Unit Owners and Residents are responsible for any damage to common areas caused by his/her bicycles, tricycles, or other recreational equipment. Unit Owners also bear responsibility for damage caused by their visitor's bicycles, tricycles, and other such equipment. All non-registered bicycles found in a parking space or on the garage bicycle rack are subject to immediate removal and donation to charity without warning.

10. REFUSE DISPOSAL

10.1 General

All Residents are required to dispose of non-recyclable refuse into the garbage chute located on each floor. All refuse must be securely wrapped in disposable plastic bags. Residents should not leave anything on the garbage room floor. To prevent blockage of the garbage chute, under no circumstances are boxes of any size permitted to be thrown down the chute. Boxes are considered recyclable items, and should be broken down, brought down to the first floor garage, and disposed of in the recycling bin. No explosives, paint, or toxic materials may be thrown down the garbage chute.

10.2 Large Items

Residents that throw away large items (i.e. couches, tables, TVs, etc.) which results in an additional fee being charged from the garbage company will have that fee passed on to the Unit Owner. The Board strongly suggests scheduling a special pick up for large items with a proper garbage removal company.

10.3 Christmas Trees

Christmas trees must be bagged prior to exiting the unit and should be recycled, per City of Chicago guidelines, which can be found on the City's website at www.cityofchicago.org.

10.4 Recycling

The City of Chicago requires by law that all apartment and condominium buildings that remove refuse using private waste haulers implement a recycling program. VB 1224 Lofts fully cooperates with the law requiring our building to recycle items in the following categories:

- 1) Corrugated cardboard
- 2) Mixed residential paper, junk mail
- 3) Magazines, catalogues, phone books
- 4) Newspaper and all inserts

- 5) Metal containers (aluminum, tin, steel)
- 6) Glass containers
- 7) Plastic containers

Designated containers are available for disposal of any/all of the above items in the first floor garage. All recyclable items should be brought to the garage and disposed of into the appropriate recyclables container(s).

11. NOISE NUISANCES

11.1 Disturbances

Unreasonable noises, noxious odors, annoyances, nuisances, or disturbances are not permitted in any common area. In addition, Residents shall not permit or do anything in/from his/her unit, on/from balconies or patios, or in/from common areas that will disturb or interfere with the rights and comforts of others. Any Resident causing an unreasonable noise, noxious odor, annoyance, nuisance, or disturbance should be reported to the Management Office, during office hours, or to the Front Desk Staff at all other times. In the event no one is around to report to, call the Management Office and leave a message, including the time of day, the date on which the event occurred, details about the occurrence, your identification (including your name and unit number) and any other information you feel is pertinent to the situation. If you feel the nuisance needs immediate attention, call the Chicago Police Department (311).

11.2 Quiet Hours

Residents and their guests must not allow the sounds from, televisions, radios, stereo systems, musical instruments, alarm clock, or any other sources to be transmitted to other units such that the sounds unreasonably disturb or annoy any Resident of the building. Vacuum cleaners, power tools, hand tools and other items commonly used for household activity and maintenance must not be used during the following quiet hours:

Sunday through Thursday – 11:00 p.m. to 6:00 a.m.

Friday and Saturday – 1:00 a.m. to 8:00 a.m.

12. PETS

12.1 General

Permitted pets shall not create a nuisance to other Residents by continuous and repeated barking, whining, crying, or other disturbances. In the case of such disturbance, the pet owner will be notified in writing by the Management Office of the complaint and the unit owner will be given an opportunity to correct the problem. If the disturbance continues thereafter, it shall constitute a nuisance and thus a violation of the Rule. Any pet which, in the judgment of the Board, has caused or created a nuisance or unreasonable disturbance shall be permanently removed from a unit upon three (3) days written notice from the Board to the Unit Owner of the unit containing such pet, and the decision of the Board shall be final.

12.2 Restrictions

- a) Permitted pets include any common household pets such as dogs, cats, birds and fish, and specifically exclude exotic or dangerous animals.
- b) Pets may not be raised, bred, or kept for commercial purposes.
- c) No more than two (2) dogs or two (2) cats or one (1) dog and one (1) cat, are permitted to be housed in a unit by a Resident.
- d) All dogs must be on a leash while on building property. Residents must transport pets in cages or must carry or walk them short-leashed through all common areas.
- e) Pets should not be left unattended on balconies or patios for an extended period of time.
- f) Owners must pick up excrement left by their pets and clean up immediately in the event of an accident.
- g) Cat litter must be bagged and secured before throwing it down the garbage chute; it should never be flushed down a toilet or sink.

12.3 Dog Registration

Unit Owners are required to register all pets residing in or regularly visiting any unit in the building which they own and submit a signed form and release statement. All pets must be registered with the Management Office within thirty (30) days of moving into the building or from the time the pet was obtained. There is no fee associated with registration, however a fine of \$100.00 will be assessed against the Unit Owner for violation of this Rule.

13. PARKING GARAGE

13.1 Restrictions on use of parking spaces

- a) Parking spaces are to be used only for motorized vehicles and the storage of bicycles within the boundaries of the parking spot.
- b) Vehicles cannot extend beyond the size of the parking space or extend or protrude into the traffic area.
- c) Bicycles must be within the boundary of the parking space and not over the yellow lines on any of the three sides.
- d) The only personal items allowed in the boundaries of a parking space must be on wheels. All other items must be removed or will be confiscated and disposed of without warning.
- e) Users of the parking garage must register his/her vehicle with Management. Non-registered vehicles parked in the garage, even temporarily, will be issued a warning and have twenty-hour (24) hours to resolve the issue; otherwise the vehicle will be booted.
- f) If a Resident has a guest visiting that is using his/her spot, or if a Resident is using a loaner vehicle, the Resident must notify the Management Office or the Front Desk Staff upon entry to the garage.
- g) Under no circumstance are the structures or walls of the garage area to be altered in any way by barriers, coverings, or other object(s).

- h) Parking space users who wish to protect his/her vehicle must use vehicle covers.
- i) Oil or other automotive fluids that leak from a vehicle onto garage surfaces are the vehicle owner's responsibility and must be cleaned up at the owner's expense.
- j) If a Resident leases out his/her spot, a copy of the lease must be on file in the Management Office. Residents cannot lease a spot to someone who is a non-resident of the building.
- k) Automotive maintenance or repairs are not permitted in the garage area unless it is of an emergency nature, such as a tire change or battery jump.
- l) No flammable/combustible materials are allowed in the parking spot.
- m) No parking in the designated no parking zones.
- n) There are no guest spaces available.
- o) No parking in other parking spaces other than the one assigned.
- p) A vehicle may not be parked or left standing in any area of the garage where it may block building entrances or exits, either inside or outside, or access to or from any parking spaces. Any such vehicle is subject to a fine and/or being booted.
- q) The Association does not assume responsibility for any vehicle or contents left inside the vehicle that is parked in the garage. Further, the Association does not assume responsibility for any damages to vehicles that are parked, abandoned, immobilized by booting, or towed.
- r) No tailgating in the garage.
- s) When a Resident walks through the garage, they do so at their own risk.
- t) If a garage remote is lost or stolen the price for a replacement is \$50 and can be obtained from the Management Office. Only a Unit Owner can request a new remote.
- u) For security purposes Residents entering or exiting the garage should wait for the garage door to close at least 50% before pulling away.

13.2 Bootable Offenses

Vehicles can and will be booted for Rule violations. The cost to remove the boot is \$250, which is billable to the parking space owner's account. Bootable offenses are:

- 1) The use of unsold parking spaces.
- 2) When the owner of a parking space reports to Management or the Front Desk Staff that someone is parked in his/her spot.
- 3) Non-registration of vehicle after twenty-four (24) hours.
- 4) Blocking entrances, exits, or other parking spaces.

13.3 Other Restrictions

No smoking in the garage area. Littering is strictly prohibited in the garage and it is the responsibility of the vehicle owner to keep the assigned space in a clean and orderly manner. Canvassing, soliciting, littering, distribution of materials are not permitted in the garage area. Unreasonable noises, annoyances, nuisances, or disturbances that would disturb or interfere with the rights and comforts of others are not permitted.

14. LEASE OF UNIT

14.1 Compliance

Provided Unit Owners comply with the requirements of Illinois Condominium Property Act, the Declaration, the By-Laws and the Rules and Regulations, nothing contained below is intended to suggest that the Board need give its permission or approval to the Unit Owner regarding who may lease his or her unit.

14.2 Signs

No signs advertising units for lease shall be posted in any unapproved common area(s) or in any unit window.

14.3 Notification

Each lease of any unit, storage unit, and/or garage space shall be in writing and a copy of every such lease shall be delivered by the Unit Owner to the Management Office seven (7) days prior to the occupancy by the tenant. No lessee may move into any unit or reserve elevator time until such time as the Management Office has been supplied a copy of the lease. The Association may prohibit a tenant from occupying a unit until the Unit Owner complies with the leasing requirements prescribed by the Rules.

14.4 Acknowledgment Form

Each lease must have attached a signed Acknowledgment Form confirming the lessee's receipt of the Declaration, By-laws (which may be obtained in the Management Office for a fee of \$50.00), and a copy of the Rules and Regulations. This form can be obtained from the Management Office. Regardless of whether such a provision is contained in the lease, however, the lessee shall be so bound. The Association may file suit against a lessee or his/her Unit Owner for any breach by the lessee of the Declaration. No lease may be entered into by a prior lessee of this building who has been either previously evicted or subject to eviction proceedings.

14.5 Obligations

In making any lease, the Unit Owner is not relieved of any obligations under the Declaration, By-laws or Rules. Leases are subject to an annual evaluation to ensure that the lessee is in good standing with the Association.

14.6 Hotel or Transient Purposes

No lease or assignment of lease of any Unit may be for hotel or transient purposes or for a term of less than one (1) year, except as specifically provided in the Declaration. Leases are subject to annual evaluations.

14.7 Keys

The Unit Owner is responsible for supplying tenants with unit keys, building keys/fobs, mailbox keys, and storage room keys. Tenants are not permitted to obtain a replacement key or fob from Management; only Unit Owners are able to do so.

14.8 Association Lease

The Board may lease any units that are purchased by the Board or obtained through foreclosure or similar proceedings.

15. SALE OF UNIT

15.1 Signs

No signs or advertising units for sale shall be posted in any unapproved common area(s) or in any unit window.

15.2 Open Houses

For security purposes, only licensed real estate brokers may conduct broker open houses.

15.3 Realtor Lockboxes

Realtor lockboxes are allowed in stairwells but are not permitted on the front door of a unit or on the outside of the building.

15.4 Notice

Notice of sale, gift, devise or other transfer of the ownership of a unit shall be given to the Management Office within thirty (30) days prior to the closing.

15.5 Form Completion

The buyer must complete all forms normally and reasonably required by the Association and return them to the Management Office prior to the time that the buyer takes possession of the unit. The purpose of the information requested by the Association is

to gather and distribute information essential to the efficient functioning of the Association. Said forms must include a certificate of insurance.

15.6 Compliance

All Unit Owners must comply with all policies set forth in the Rules and Regulations, including move-in policies.

15.7 Sales

All legal documents must be turned over to the new owner. Additional sets of documentation cost \$50.00 per copy. Legal documents include the Declaration, By-Laws, Rules and Regulations, and the orange binder given to Unit Owners when the unit was purchased from the developer. Upon transference of the ownership or occupancy of the unit, the Unit Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest.

16. CONSTRUCTION

16.1 Notification

Before finalizing any plans, the Unit Owner must provide the Management Office with an up-to-date, all-inclusive list of construction plans and specifications. The Unit Owner must sign an indemnity agreement holding alterations, any mechanics lien claims or workmen's compensation claims arising out of the work, any damage to the common elements, any reasonable attorneys' fees incurred in enforcing this provision and against any violation of city code permits. It is the responsibility of the Unit Owner and/or his/her contractor to ensure that all construction debris is removed from building premises. Building Management may be consulted for the proper disposal of debris. All carpet, ceramic tile and similar materials should be protected from the vestibules to the Unit where construction is being done to prevent damage to the common areas.

16.2 Construction Rules

Unit Owners should refer to Article 4.8 of the Declaration prior to undertaking any construction activity. Additional construction guidelines and agreements have been developed and are listed below and are available in the Management Office. Unit Owners must contact Management for updated information and have signed agreements on file prior to beginning any and all renovation. No Resident may make any additions, alterations or improvements to the common elements (including cable and phone lines) or to the limited common elements of the building; or may install or replace flooring within the unit; or may install appliance or make any alterations to his/her unit, which impose increased usage of the water, sewer or other operating systems without the prior written approval of the Board.

Before approval can be granted, a Unit Owner desiring to make any additions, alterations or improvements within his/her unit, or to the common elements, or to the limited common elements, as defined in the Declaration, must do the following: a) obtain and deliver to the Management Office schematic drawings of all proposed alterations, (b) submit a statement as to the expected duration of renovation work, (c) enter into an agreement with the Association to pay for architectural review by the Association and any other lawful fees that may be imposed by the Board to protect and maintain the common elements or the limited common elements during the planned renovation work, and (d) attest in writing that the work will be performed in compliance with Association guidelines and all municipal requirements.

16.3 Permits

If approval is granted, the Unit Owner must provide copies of appropriate permits, certificates of insurance, waivers of liens and sworn statements from contractors and any and all sub-contractors, as may be required to protect the property from all mechanic's and maintenance liens that may arise out of the Unit Owner's planned

renovation. Before work begins, the Unit Owner must also provide the Management Office with certificates of insurance from each contractor, which indemnifies the Association and its managing agent by naming both parties as additional insured. Lien waivers must be provided within ten (10) days of completion of renovation.

16.4 Damage

Any Unit Owner who makes any improvements, alterations or additions to his/her unit, or to the limited common elements reserved for use by his/her unit, shall be responsible for any damage to other units, the common elements, and the limited common elements as a result of such improvements, alterations or additions.

16.5 Construction Hours/Times

Hours for construction, remodeling or otherwise noise-producing work engaged by a Resident, excluding emergency repairs, is restricted to Monday through Friday, between the hours of 9:00 a.m. and 5:00 p.m., for a reasonable duration, and in a manner that will not unreasonably disturb the Residents.

16.6 Courtesy Notification

As a common courtesy, it is suggested that neighbors are contacted prior to beginning construction.

17. FINES AND BOARD OF DIRECTORS AUTHORITY

17.1 Violations and Violation Forms

VIOLATIONS POLICY AND PROCEDURE

1. In accordance with Section 18.4(l) of the Illinois Condominium Property Act, if someone is believed to be in violation of any of the provisions of the Declaration and By-Laws or Rules and Regulations, a signed, written complaint must be submitted by a Unit Owner, the Property Manager, a Resident or a member of the Board of Directors.

A written complaint form prescribed by the Board shall be sent to the manager. Unit Owners are responsible for the conduct of all Residents and guests occupying or visiting his/her unit.

2. The person charged with the violation will be given written notice of the complaint, informing him of the alleged violation and (1) will be given a warning not to repeat the conduct alleged or (2) of a time and place where the Board of Directors will conduct a hearing to review the complaint.

3. At the hearing, he/she will have the opportunity to present a defense and respond to accusations. All hearings will proceed with or without the presence of the accused Unit Owner, so long as notice has been sent in advance.

4. The hearing will proceed based upon witness complaints and/or witness testimony. The Board will weigh all evidence prior to rendering a finding. All hearings shall be closed.

5. If any Resident is found guilty of a violation, the Board will notify the guilty party in writing and a fine may be charged as indicated below, including daily fines if applicable, to the assessment account of the Unit Owner of the unit in which the guilty person resides and collected with the monthly assessments.

6. There will be a \$100.00 fine for each first violation, provided the Unit Owner has not been fined for the same violation within the last year. If the Unit Owner has been fined for the same violation within the last year, the fine for the second violation will be \$200.00 per occurrence. If the Unit Owner has been fined at least twice for the same violation within the last year, the fine for the third and subsequent violations will be \$500.00 per occurrence.

7. The Board shall also have the authority to assess a daily fine for violations of a continuing nature in the amount of \$10.00 per day for each day that the violation remains uncured. In the event the Unit Owner has been fined for the same continuing violation within the last year, the Board shall have the authority to assess a daily fine of \$10.00 per day for each day that the violation remains uncured.

8. In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorneys' fees shall be assessed back to the account of the offending Unit Owner at the time they are incurred.

VB 1224 LOFTS CONDOMINIUM ASSOCIATION
VIOLATION REPORT

PLEASE NOTE: A Violation Report must be completely filled out or the complaint will not be considered valid by the Board. After the report has been filed, it will be necessary for you to appear at the next regularly scheduled Board Meeting on _____ at approximately _____ p.m. The violator will also be asked to attend this meeting. After hearing this case, the Board will determine if a violation occurred and if a fine should be levied.

Offender's Name: _____

Address: _____

Violation Location: _____

Date of Violation: _____ Approx. Time: _____

VIOLATION(S): _____

Report submitted by: _____

Phone: _____

Address: _____

Signature: _____

VB 1224 LOFTS CONDOMINIUM ASSOCIATION
NOTIFICATION OF VIOLATION REPORT

Date: _____

TO: Owner _____

A Violation Report form has been filled out accusing you of violating the Association's Declaration, By-Laws or Rules and Regulations regarding:

This was violated by: _____

The Board of Directors will review the violation(s) at our next regularly scheduled Board Meeting on _____ at approximately _____ p.m.

You have a right to present a defense and evidence regarding this accusation. After hearing the case, the Board will determine if a violation occurred and if a fine should be levied.

Please be present at this meeting. The Board will proceed on the aforementioned date with or without your presence.

Very truly yours,

Board of Directors
VB 1224 Lofts Condominium Association

cc: Occupant if rental

NOTIFICATION OF DETERMINATION
REGARDING VIOLATION

DATE: _____

TO: Owner _____

On this _____ day of _____, 20____, the Board found you to be in violation of the Declaration, By-Laws or Rules and Regulations of the Association regarding:

This was violated by: _____

The Board has taken the following action:

- () The Board has determined that no violation occurred.
- () The Board has determined that a violation has occurred. Accordingly, costs and expenses of \$_____ have been assessed against your Unit.
- () The Board has determined that a subsequent violation has occurred and costs and expenses of \$_____ have been assessed against your Unit. As such, we have been instructed to inform you that legal proceedings will be instituted if further violations occur.
- () As a result of a subsequent violation, legal fees in the amount of \$_____ have been incurred by the Association and these expenses are being charged against your unit.

Please see rule(s) _____ of the Rules and Regulations regarding this violation (copy attached).

Very truly yours,

Board of Directors
VB 1224 Lofts Condominium Association