

340 WEST SUPERIOR CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

Adopted 7.14.2015

Table of Contents

1. Purpose and Policy	2
2. Association Governance	2
3. Management/Emergency Numbers	2
4. Noise and Conduct	3
5. Security	3
A. Emergency Procedures	3
6. Financial Matters	4
A. Assessments and Other Charges	4
B. Operating and Reserves Budget	5
C. Insurance	5
7. Common Areas	5
A. Bicycles	6
B. Loitering	6
C. Elevators	6
D. Hallways/Lobby	7
E. Dog Policy	8
F. Cat Policy	8
G. Fitness Room	9
H. Storage Rooms/Lockers	9
8. Doorpersons	10
9. Deliveries/Package Receiving	10
10. Carts	10
11. After Hours Assistance	11
12. Trash Disposal and Recycling	11
13. Construction and Alterations	11
14. Elevators/Moving Reservations	13
15. Extermination	13
16. Garages	13
17. Housekeeping	15
18. Sale or Lease of a Unit	15
A. Sale	15
B. Lease (Residential and Garage Units)	16
19. Use and Occupancy Restrictions	18
20. Water Bed and Water Furniture	18
21. Window Coverings	18
22. Balconies and Terraces	18
23. Electronic Distribution of Notices and Other Communications	20
A. Designation of Owner Address on Unit Owner List	20
B. Electronic Delivery of Notices and Other Communications	20
24. Enforcement	21
A. Written Complaint	21
Appendix A	22
Appendix B	23
Appendix C	26

1. PURPOSE AND POLICY

These rules and regulations (“Rules”) of the 340 West Superior Condominium Association (“Association”) are intended to benefit all unit owners by providing a practical framework for everyday living that will help insure the mutually comfortable surroundings and security, and to maintain and protect the prestige, integrity and value of the Unit Owners’ investment in 340 West Superior Condominium Association. All Unit Owners, all non-Unit Owner Residents (“Lessees”) (collectively referred to as “Residents”) of the Association, and all guests of Unit Owners and Lessees are bound by and legally obligated to observe all of the provisions of the Amended and Restated Declaration of 340 West Superior Condominium Association (“Declaration”), as may be further amended from the time to time, as well as the By-Laws, these Rules, and City of Chicago Ordinances. The Unit Owner is at all times responsible for the conduct of their guests and Lessees.

Any reported violation of the Rules will result in appropriate action being taken by the Board of Directors of the Association (“the Board”) in accordance with its powers and duties. Additional copies of the Declaration and these Rules may be obtained from the Association’s management office. To the extent that the By-laws, provisions of applicable law, the Declaration and/or the Rules are in conflict, the provisions of applicable law shall first control, followed by the provision of the Declaration and By-Laws, and then the Rules. These Rules may be amended pursuant to the procedures set forth herein.

2. ASSOCIATION GOVERNANCE

The Association is comprised of all Unit Owners. The Association’s Board of Directors consists of three (3) members who represent and govern the entire Association and who supervise the Association’s affairs. Except for executive session discussions where issues relating to employment, litigation or assessment collection are discussed, Board meetings are open to all Unit Owners, and all Unit Owners are encouraged to attend. The Annual Meeting of Unit Owners will be held by December 31st of each year. Owners will receive no less than 10 or more than 30 days notice prior to Unit Owner Meetings. Unit Owners will be given notice of not less than 48 hours for all other Board meetings.

3. MANAGEMENT

The Association has engaged the services of a professional property management company (“Management Agent”) and employs an on-site property manager to manage the building, under direction of the Board. All correspondence regarding the Association (excluding assessment payments) should be directed to Management. The management office is located on the first floor of the building. Correspondence to the Board may be sent “in care of” the management office or by email to the individual Board members.

IMPORTANT TELEPHONE NUMBERS

Emergency for Fire or Police	911
Management Office	(312) 255-0591
Management Office Fax	(312) 255-0593
Doorperson Station	(312) 587-7854

ADVANTAGE MANAGEMENT EMERGENCY LINE (24 HOUR) 312-447-0911

IMPORTANT EMAIL and WEBSITE ADDRESSES

President	340wsuperiorpresident@gmail.com
Treasurer	340wsuperiortreasurer@gmail.com
Secretary	340wsuperiorsecretary@gmail.com
Association Website	www.340superior.com
Advantage Management	www.advantage-management.com

4. NOISE AND CONDUCT

Mutual respect for Residents is of utmost importance at 340 West Superior. Section 13(h) of the Declaration provides that no noxious, unlawful or offensive activity shall be carried on in any Unit or in the common areas, nor shall anything be done therein that may be of an annoyance to other Residents or which shall, in the judgment of the Board, cause unreasonable noise or disturbance to others.

Residents must not allow their pets to create a nuisance to others, by, for example, running loose on the common areas, continuously and loudly barking, whining or crying or odor in the common areas.

Residents must not allow the sounds from guests, televisions, radios, stereo systems, exercise equipment, musical instruments, clock alarms or any other sources to be transmitted to other Units such that it unreasonably disturbs or annoys any Resident of the building. The use of noise-emitting equipment may not be used so as to disturb Residents between the hours of 10:00 pm and 8:00 am.

All Residents are required to comply with the requests of building personnel to cease disturbing a complaining Resident.

Any Resident, who verbally assaults, threatens, or attempts to intimidate through verbal or physical actions any other Resident, employee or Board member may be subject to a fine at a minimum of \$1,000.00. A second offense may result in a fine at a minimum of \$5,000.00. In addition to the fines, the offending person may be subject to prosecution to the fullest extent of the law.

5. SECURITY

Building and garage security is an ongoing responsibility of all Residents. Do not allow strangers or other unauthorized non-Residents access to the building, garage or common areas. Anyone attempting to gain access into the building should be reported immediately to the doorperson. Any incident or crime in the building, garage or common areas should be immediately reported in detail to the doorperson and/or management office, and the Chicago Police Department.

When leaving your unit, lock your unit door. If you notice that any common area doors do not close or lock properly, report such conditions to the doorperson and/or management office.

A. EMERGENCY PROCEDURES

In the event of an emergency, be prepared to follow instructions of the Fire Department, other emergency personnel and/or building staff.

If you or any member of your household is physically challenged, it is recommended you provide appropriate information to the management office for use in an emergency. All Unit Owners and Lessees must provide the management office with a confidential information form that provides the names of each Resident, work and home telephone numbers, email address and an emergency contact (full name, phone numbers and email address) that the management office will use only in the event of an emergency. Unit Owners and Lessees are responsible for updating this data as necessary.

If you order an ambulance or other emergency service, notify the doorperson immediately to expedite access to your unit. If you or someone else is in need of emergency medical assistance, contact 911. Be prepared to provide the name of the person needing assistance, the person's location, and the nature of the injury or illness.

To report a fire in the building, call 911 immediately. You must provide the Chicago Fire Department with the address of the building and the location of the problem, if known, and your unit number. After reporting to 911, immediately call the doorperson to alert building personnel. Familiarize yourself with the stairwell locations. Do not use the elevators in the event of a fire. Evacuation, if necessary, will be at the direction of the Chicago Fire Department. If you vacate your unit during a fire emergency never prop your unit door open. All residential unit doors must have self-closing devices so that the door closes and latches unassisted.

The sprinkler system heads are sensitive to heat and jarring. Residents are cautioned to avoid contact with the sprinkler heads. There are smoke detectors and wet sprinkler heads in each unit. Smoke detectors and carbon monoxide detectors are 120v hard-wired. Residents are reminded to change battery back-up as needed, but at a minimum bi-annually. Smoke and carbon monoxide detectors may not be removed or deactivated.

6. FINANCIAL MATTERS

A. ASSESSMENTS AND OTHER CHARGES

All assessments, special assessments and any other fees, charges and fines are due and payable in full on or before the 1st of each month. Assessment payment checks must be made payable to 340 West Superior Condominium Association and mailed in accordance with the instructions on your assessment invoice. Arrangements may be made for assessment payments to be direct debited to a Unit Owner's bank account. Assessment payments may not be dropped off at the on-site management office, nor may they be placed in the management office mail slot in the building lobby.

A late payment fee will be assessed by the Association against a Unit Owner if payment in full of the balance due has not cleared the Association's bank account by the 10th of each month at the remittance address designated on your assessment invoice or coupon. The current amount of the late fee is detailed in Appendix A, a copy of which is kept and available in the management office. The amount of this fee is subject to change by the Board of Directors. If the delinquent account remains unpaid 60 days past its original due date, the account will be referred to the Association's attorney for collection. Attorney's fees, court costs and other costs incurred by the Association in collecting past due charges will be billed to the delinquent owner's account and due in full on the 1st day of the next billing cycle. Once the

account is referred to the attorney, a “Demand for Possession” notice will be issued which requires the delinquent Unit Owner to pay in full within 30 days (including legal fees). If the delinquency is not paid, a law suit will be filed, asking the courts to grant the Association possession of the unit, along with other appropriate collection procedures. Additional steps may be taken, in accordance with law, up to and including eviction of the resident.

Any and all payments that are posted to a Unit Owner’s account may, in the Board’s sole discretion, be first applied to any late payment charges, service charges, legal fees, fines and any outstanding assessments due before the current month’s assessment.

If a Unit Owner payment is returned for non-sufficient funds (“NSF”) an additional fee plus all bank charges incurred by the Association will be billed to the Unit Owners account. See Appendix A for NSF Fee.

Unit Owners are responsible for paying monthly assessments in accordance with the above referenced deadlines regardless of when or whether an assessment invoice is received. Unit Owners should keep a record of their account number and the remittance address. Any questions concerning assessment should be directed to the management office. Delaying an in-full payment while a charge is being questioned or protested may result in late fees or collection efforts. If a charge is protested the Unit Owner should pay the amount due in full and will be issued a credit or refund once a Board decision is reached regarding such a request.

B. OPERATING AND RESERVE BUDGETS

The Board will prepare and distribute to all Unit Owners a proposed operating and reserve budget for each fiscal year. The proposed budget will be sent to Unit Owners for their review not less than 30 days in advance of the budget being adopted by the Board of Directors. The amount of each unit’s common expense assessment is determined by multiplying the total annual budget for the Association by the percentage of common element interest applicable to the unit. The common element interest of each unit is listed in the Appendix of the Declaration.

C. INSURANCE

The owner of every Unit must obtain and maintain an insurance policy providing at least \$500,000 of coverage for (1) personal liability and compensatory damages resulting from property damage caused to another Unit that originates in the insured’s Unit, and (2) damage to another Unit caused by the negligence of the insured or his/her guests, residents, or invitees, all as specified in Section 12(h) of the Illinois Condominium Property Act. This requirement is not satisfied by an insurance policy obtained by a renter.

Annually, each Unit Owner is required to provide proof of homeowner’s liability insurance coverage. This proof should be submitted in the form of a Declaration Page of the Unit Owner’s insurance policy, which discloses the name and address of the insured, the coverage limits, and lists the Association as Certificate Holders. If not submitted, a fee of non-compliance will be incurred and will continue to be applied on a monthly basis until compliance is achieved. See Appendix A for Proof of Insurance Non-Compliance Fee.

Each Resident is responsible for his/her own insurance to cover all personal property, possessions and fixtures. Residents are liable for any claim, damage or judgments entered as a result of the use or operation of the unit or caused by his/her own conduct. Unit Owners should also insure unit improvements, including appliances, wall coverings, carpet and flooring. Consult your insurance agent for the proper condominium coverage beyond the Association's requirements. If you wish to coordinate your homeowner's insurance policy with the policy covering the Association, please contact the management office for the name of the Association's insurance broker. Nothing shall be done or kept in any Unit or in the common areas that will increase the rate of insurance or result in the cancellation of insurance on the Building or contents thereof.

7. COMMON AREAS

A. BICYCLES

Bicycles being stored in individual units must be transported through the freight elevator. Additionally, bicycles may not be transported through the Lobby area, but rather must exit and enter the building using rear entrances of the building near the freight elevator. A non-compliance fee may be assessed to Residents who do not comply with using the rear entrance/exit.

Bicycles may not be stored or parked in hallways or the common areas, Bicycles shall not be left unattended in any part of the common areas or locked on exterior grounds. Residents are responsible for any damage caused by their bicycles, or their lessees, guests and visitors.

The Association maintains a secured Bike Room in the southwest corner of the 1st floor alleyway garage. The "150" key operates the lock on this door. Bicycles kept inside the Bike Room must be registered with the management office, and Residents must pay an annual Bike Room Space fee. Bicycles may only be stored in designated areas, which include the Bike Room, the wall bike rack outside of the Bike Room, individual garage spaces and inside units. See Appendix A for Bike Fee.

B. LOITERING

No one is permitted to loiter in the stairwells, hallways, vestibules, elevators, lobby, garage, exercise facility or any other common areas of the building. Adult supervision of individuals under the age of 16 is required at all times.

C. ELEVATORS

By City Ordinance, smoking or carrying of lighted smoking materials is not permitted in the elevators. Children unable to operate emergency buttons are not permitted to ride the elevators unescorted. Permitted pets are to be transported on the freight elevator. If the freight elevator is unavailable (due to maintenance or a scheduled move in/out of a Resident), permitted pets must be caged, short leashed or carried on the passenger elevator; and, in such cases, the pet owner should wait for an elevator with few or no passengers. Carts, bicycles, hand trucks, dollies, large packages (larger than a 12x12x12 inch box) and other similar items must be transported only in the freight elevator.

Signs, posters, ads and notices other than those installed by management are prohibited in elevators. Vandalism or other damage to the elevators is an offense chargeable to the responsible party. In the case

of a tenant, guest or invitee, the Unit Owner will be responsible for any damage resulting from the acts of the lessee, guest or invitee.

Elevators are not to be detained or held without prior approval from the management office. In case of fire, do not use the elevators; use the stairways.

D. HALLWAYS/LOBBY/UNIT DOORS/CORRIDORS/STAIRWELLS AND PUBLIC AREAS

The lobby is the area that everyone, including visitors and prospective owners, uses to judge our building. Residents using the lobby or any other common area should be dressed appropriately by wearing shoes, pants/skirt and a shirt or dress. The lobby is not to be used to conduct business.

All entrances, vestibules, elevators, stairways, corridors, storage locker areas or any common areas must not be obstructed or used in any way except as designated for use in common. Residents may not place any personal property in the hallways, on unit doors*, or in/on any other common areas, including but not limited to doormats, boots, shoes, skis, sleds, bicycles, carts, strollers, umbrellas, furniture or any other personal property.. Such items will be subject to removal and disposal without notice or recourse. *A religious artifact may be placed on the unit door in accordance with applicable law.

Smoking, including the use of items such as e-cigarettes and “vaporizers” is prohibited in all common areas of the building, including all stairwells, storage rooms, hallways, sundeck and garages. Eating and drinking is prohibited in common areas of the building.

Residents must maintain building security by keeping their unit doors locked. Unit doors must have devices that allow the doors to self-close and latch. Unit doors must be kept closed when not in use for the following reasons: 1) to prevent the spread of fire and smoke, as required pursuant to the City of Chicago Building Code; 2) to ensure an even balance of air pressure and minimize water infiltration throughout the building; 3) to minimize the spread of cooking odors and noise to other units; 4) to maintain energy efficiency and an even temperature in the common element hallways. To promote proper building ventilation as designed and to minimize water infiltration, the flow of air under the unit doors shall not be obstructed by way of weather stripping, tape, sweeps, moldings, doormats or other devices. A minimum of 2 inch unobstructed undercut is required for ventilation.

The Fire Code prohibits the propping open, locking of, or tampering with stairwell doors. No Resident shall paint the exterior door to any unit, and exteriors of unit doors shall not be physically altered except for the installation of a lock or peephole. Board approval is required prior to augmenting the exterior of a unit door, this includes, but not limited to lock replacement and peephole hardware, while rekeying an existing lock does not require Board approval. If a Resident changes their lock or key, the management must have a copy of their key in case of an emergency.

Residents are prohibited from posting notices, signs, advertisements, signals or illuminations in any common or limited common area of the building, except for bulletin boards designated for Resident use.

Door to door distributions and solicitations are prohibited.

E. DOG POLICY

Each residential unit will be limited to two (2) dogs. Each Resident will pay an annual per-dog registration fee, as detailed in Appendix A.

Residents must register all dogs annually with the management office and pay the annual dog registration fee. All Residents are responsible for picking up after any animal kept in their unit, including but not limited to the removal of waste deposited by such animal anywhere on the common elements or property. All dog owners should have evidence of inoculation and should be compliant with City of Chicago ordinances. All dogs are expected to be well trained and obedient. Serious behavioral problems with dogs, including but not limited to excessive barking or aggressive behavior may result in actions up to and including removal. This will be done on a case by case basis and only if the problem is not resolved in a timely manner.

Each owner of a dog assumes full responsibility for personal injuries or property damage caused by such dog. Each owner agrees to defend, indemnify and hold the Association, Board and Managing Agent harmless against any loss, claim or liability of any kind or character whatsoever arising out of having a dog on the premises of the building or in their unit. With the exception of transportation in and out of the property, dogs are not permitted in the common areas including the fitness room or on any of the sundeck areas. When transporting a dog through the common areas, they must be carried, crated, or on a short leash. Dogs must be taken away from the building grounds before they are permitted to relieve themselves. Residents must not allow landscaped areas to be used for elimination by their dogs.

The following breeds of dogs, whether full-breeds or mixed-breeds may not be kept in a unit:

- Pitbulls (including American Staffordshire Terriers and Pitbull mixes)
- Dobermans
- Rottweilers
- any dog with a wolf mix
- German “police dogs”

F. CAT POLICY

Residents must register all cats annually with the management office, a total of two (2) cats are limited to each unit. All Residents are responsible for picking up after any animal kept in their unit, including but not limited to the removal of waste deposited by such animal anywhere on the common elements or property. All cat owners should have evidence of inoculation and should be compliant with City of Chicago ordinances. All cats are expected to be well trained and obedient. Serious behavioral problems with cats, including but not limited to aggressive behavior may result in actions up to and including removal. This will be done on a case by case basis and only if the problem is not resolved in a timely manner.

Each owner of a cat assumes full responsibility for personal injuries or property damage caused by such cat. Each owner agrees to defend, indemnify and hold the Association, Board and Managing Agent harmless against any loss, claim or liability of any kind or character whatsoever arising out of having a cat on the premises of the building or in their unit. With the exception of transportation in and out of the property, cats are not permitted in the common areas including the fitness room or on any of the sundeck areas. When transporting a cat through the common areas, they must be carried, crated, or on a short

leash. Residents must not allow landscaped areas to be used for elimination by their cats. When cleaning out litter boxes, all items from the litter box should be bagged, tied and sealed, and disposed of properly, never flush cat waste down the toilet.

G. FITNESS ROOM

The fitness room equipment is only for the use of Residents 16 years of age or older. Guests may not use the fitness room. Children under 16 years of age must be accompanied by an adult.

No Resident shall use equipment in a manner to restrict its use by other Residents for reasonable periods of time. Whenever there is someone else waiting for a piece of cardiovascular equipment (i.e. treadmill, elliptical, bicycle), use of that equipment must be confined to a maximum of 30 minutes.

With the exception of Association functions, alcoholic beverages are prohibited. Smoking is never permitted in the fitness room or on the Sundeck. Dogs are not permitted in the fitness room or on the Sundeck.

Weights must not be dropped on the floor. Careful handling will prevent injury, noise disturbance and structural damage to the building. Malfunctioning equipment should be reported to the doorperson or management office immediately.

If a resident uses a personal trainer in the fitness room, the trainer must provide a copy of his or her license and certificate of insurance. Additionally, the trainer is to sign an indemnity agreement. All must be received prior to the use of a person trainer.

H. STORAGE ROOM AND LOCKER ASSIGNMENT

Storage rooms and storage cages are assigned by management. Only your assigned storage room/cage may be used. No hazardous, perishable or flammable objects may be stored in the lockers. Any article in the storage locker shall be removed immediately in the event the management office or Board deems the article noxious or hazardous.

No items shall be stored outside of assigned storage lockers. All items stored outside assigned storage rooms or cages will be subject to removal and disposal without notice or recourse.

The Association and its contracted vendors will not be held responsible for items stored in the storage locker room.

The following items are prohibited for storage in Storage Rooms and Cages: Combustible, Flammable, Hazardous or Toxic Materials, including, but not limited to, gasoline, compressed gas, propane tanks, kerosene, lamp oil, motor oil, linseed oil, charcoal, BBQ briquettes, oil soaked rags/materials, cleaning product soaked rags/materials, acid, grease, corrosives, fertilizer, paint, paint thinners, turpentine, cleaners, chemicals, narcotics, or hazardous, toxic or biological waste, asbestos or products containing asbestos, fireworks, explosives, weapons or ammunition.

Residents should be sure to include the contents of their storage room/cage are insured.

Non-deeded storage rooms and/or cages may not be rented by owners and residents to other residents, owners or individuals outside of the Association.

8. DOORPERSONS

Doorpersons will only provide access for guests whose admittance has been authorized by a Resident via a registered telephone number or inclusion of the guests' name with the management office or on the Resident Contact Information Form. No one is permitted past the doorperson without first being announced to the Resident.

All Residents and Parkers are to display his/her FOB to the doorperson upon request before entering the inner lobby of the building.

Only the doorperson is permitted to use the telephone at the Doorperson's station.

The doorperson may be required to admit to the building, or to a unit, law enforcement officers duly empowered by warrant, subpoena or other court order of process. In such event, the Association, Board and Managing Agent will not be liable for compliance with such court order of process.

All delivery people and contractors must be authorized by the Resident, and will need to present a valid, State issued ID card or Driver's License. Failure to produce such an ID will result in the door staff denying admission to said person and the Resident will be required to come downstairs to accept the delivery.

9. DELIVERIES/PACKAGE RECEIVING

Instructions for delivery and acknowledgement of receipt for packages will be required of all persons leaving or picking up items from the Doorperson. The Association, Board, Management Office and their employees disclaim all responsibility and liability for the packages left in the receiving room including flowers or any other perishable items. The Doorperson shall log in such deliveries and will notify residents of deliveries.

It is the responsibility of all Residents to check with the Doorperson to ensure timely receipt of such items. Residents may bring small packages through the front Lobby. Large deliveries, larger than a 12x12x12 inch box must be delivered through the loading dock and brought to the unit via the freight elevator.

10. CARTS

The building provides a limited number of small carts as a convenience for Residents. The carts are located in the back hallway by the trash room. Residents are required to sign the log maintained by the Doorperson when taking and returning these carts. In consideration of other Residents, carts are to be returned to the service area as soon as possible after use. Use of the carts is restricted to the building. Carts are not available for moving into or out of the building. Carts must be returned to the back hallway and not left in any other part of the building, including the elevators. After return, notify the Doorperson so the cart may be locked.

The freight elevator must be used, when possible, by Residents with grocery carts, package dollies, hand trucks or other similar items.

11. AFTERHOURS ASSISTANCE

In the event that building maintenance, management, or an association contractor is required to return to the Association after regular business hours to attend to a leak, or any other emergency, the liable unit owner will be charged any cost incurred by the Association, plus a fee due to negligence.

12. TRASH DISPOSAL AND RECYCLING

The Association encourages recycling. Recycling bins for newspaper, metal, plastic and glass are provided in the trash chute room. Your participation is suggested as part of the Association's formal participation in the City of Chicago Recycling Program.

The trash chute is located on each floor at the east end of the corridor. All food items should be bagged, tied and sealed, and disposed of properly. Properly secured garbage must be pushed completely down the chute before closing the chute door. Do not leave any bags, garbage or other refuse on the floor of the trash room or the hallways.

If the recyclables container placed in the trash room is full, do not continue to add items to the container or leave recyclables on the floor of the room; in such an event, recyclables must be brought to the first floor recyclables bins located in the loading dock. Boxes must be broken down prior to being placed in the recyclable container. If a box, once broken down, does not fit in the recycling bin, it must be brought down to the loading dock. Please notify the doorperson if your floor's recyclable container is full.

Do not throw any explosive, flammable or lighted items (i.e. matches, lit cigarettes, aerosol cans) heavy or bulky objects, construction materials, coat hangers, etc. into the chute. Broomsticks, large cartons and any items that do not fit down the chute must be brought to the first floor dumpster. Do not leave furniture, refuse or other items in the corridors or stairwells. If flammable or explosive materials require disposal, contact the doorperson for assistance. The charge from any scavenger service for the removal of discarded items, such as carpet, appliances, cabinets will be chargeable to the unit owner.

13. CONSTRUCTION AND ALTERATIONS

For purposes of this section, the term "contractor" includes contractors, repair persons and service personnel of any kind.

Hours for noise producing work, engaged for/or on behalf of a Resident is restricted to Monday through Friday, between the hours of 8:00am and 6:00pm, and Saturdays between the hours of 10:00am and 6:00pm, for reasonable durations, and in a manner that will not unreasonably disturb other Residents. No noise producing work may be engaged in on Sundays or holidays. These provisions exclude emergency repairs. Emergency repairs are those necessary to protect the structure of the building and the health and safety of the Residents of the building.

Due to the engineering of the building, structural changes to Units or Limited Common Elements are PROHIBITED without specific written consent of the Board. Structural changes include but are not

limited to the removal or alteration of any kind of load bearing partition or column, drilling in the floor or ceiling more than 5/8 of an inch, and the alteration of plumbing, heating, ventilation, cooling or electrical systems. No improvements, alterations or additions may be made to any Limited Common Elements (i.e.: balconies, railings, windows, window frames). Any defects or necessary repairs must be reported and referred to the Management Office for repairs.

Residents are responsible for informing the management office that a contractor is to be given access to the premises on any date. Contractors must sign in and out at the doorperson station. Each such person will be issued an identification badge upon signing in with the doorperson, which must be worn at all times while working in the building. Contractors must present a valid driver's license or other valid State identification to the doorperson in exchange for the badge, which will be returned to the Contractor when the badge is returned. Prior to the commencement of any work, all Contractors must present a Certificate of Insurance to the Board or its authorized representative, which names the Association, its officers, Directors, Managing Agent, and employees as additional insured. At a minimum, the General Liability insurance must be \$1,000,000.00 per occurrence. Workers' Compensation insurance must be a minimum of \$500,000.00.

No contractor shall be permitted to walk through the Lobby with any tools or materials at any time. Contractors must unload all materials at the loading dock area and proceed to park their vehicles on the street. Owners shall be responsible for ensuring that the contractor employed to work within his/her unit Protects the common elements (corridors, carpeting, wood trim, service elevator and doors, etc.) while construction is taking place by using protective materials such as drop cloths. All protective materials and debris collected by the protective materials must be removed at the conclusion of each work day. Residents shall notify the Building Manager prior to commencement of the work so that the Manager will have adequate time to notify other Residents in case of any anticipated floor or corridor obstacles or noise. Neither Residents nor contractors may store any materials within the common elements of the building. Contractors must remove all debris and leftover trash and materials from the building and do so in covered containers. Construction materials may NOT be disposed of in the trash compactor chutes or left in the trash room.

The following additional items must be completed prior to construction or take place during construction:

- All documentation for each contractor and subcontractor (Certificate of Insurance, Contractor License, and contact information), must be on file prior to each contractor being allowed to begin work.
- A construction security deposit must be submitted prior to the start of the project and will be refunded at the conclusion of all renovation work following submission of contractors' "Final Waiver of Lien"
- No construction whatsoever is permitted in the common areas of the Association. This includes preparation work for installation of items in units.
- A scope of work, along with architectural drawings, must be submitted to the Management Company for approval prior to work commencing. Work may not commence until approval is received. In the event the work involves augmenting plumbing hook ups, moving walls, and modification of the building infrastructure, architectural drawing and permits (if needed) will be required prior to commencement of work.
- Failure to comply with the Association's Construction and Alteration rules may result in a fine of \$2,500.00.

14. ELEVATORS/MOVING RESERVATIONS

When moving in, out or within the building, Residents must first request use of the freight elevator in advance of the move by contacting the Management Office during regular business hours. Reservation requests should be made as far in advance as possible to ensure availability of the freight elevator. Moves are scheduled on a first-come, first-served basis. Only two move-ins or move-outs per day are permitted. Only residents may schedule the move in and move outs.

For large deliveries, a reservation must be made in advance.

The Association requires a refundable security deposit, which must be given to the Association at time of scheduling as well as a non-refundable move-in and move-out fee. The deposit will be refunded if the common elements are not damaged during the move. Only the freight elevator may be used for moves and deliveries. Moving hours are limited to between 9:00am and 5:00pm, Monday through Friday. In the event that a move last longer that the reserved time, a per hour charge will be levied. Moves are not permitted at any other time other than the times designated. Special arrangements must be made with the Management Office if you have an item too large to fit safely within the service elevator. You may be billed for any costs associated with this service.

Care must be taken to prevent damage to the common areas. Building personnel will walk the move path with the Resident moving and will be checking for any damages before and after the move. The Unit Owner is responsible for any and all damage once the move is complete. The Unit Owner is responsible for any and all damage caused during a move in, out or within the building. During the move the following precautions must take place:

- The common elements (corridors, carpeting, wood trim, service elevator and doors, etc) must be protected while the move is taking place by using protective material such as drop cloths.
- No items shall be placed to lean against the walls.

ALL UNIT OWNERS AND OCCUPANTS MUST PROVIDE PROOF OF MOVING COMPANY INSURANCE TO THE MANAGEMENT COMPANY PRIOR TO ANY MOVE INS OR MOVE OUTS.

The Management Office and Door Staff will prevent movers from using the elevators if the above regulations have not been met. Violation of these moving rules will result in additional penalties as defined in the schedule of fines (Appendix A) attached.

Nothing contained in this rule shall be construed to mean that the Unit Owner's liability for damages is limited to the amount of the fees or deposits.

15. EXTERMINATION

Certain extermination services of the common areas are included in the monthly assessments. Extermination services of individual units are available through the Management Office at an additional charge.

16. GARAGES

Use of the garage is for Residents or their designated replacement only.

Expressly, the Association, Board, Property Management Company and their employees shall not be responsible for any damages to, or theft of, automobiles or motorcycles or anything left therein, nor shall they be liable for any injuries, accidents or losses resulting out of use the garage. There is no guest parking spaces in our garage. Cars illegally parked will be towed at the owner's expense. The vehicle owner, if any, hereby releases all such liability.

All vehicles must be registered with the management office. In the event that a guest is using an owner's parking space, the guest vehicle information must be registered with the front desk by completing a permission to enter form. In the event that an Owner of Parking right(s) or space(s) leases out their right(s) or spaces(s) to any party, the owner of the space must follow the leasing protocol for leasing a unit, as found in this document.

All Owners of Parking right(s) or space(s) who lease said right(s) or spaces(s) must have signed leases stating that the Lessee is not permitted to assign, reassign, or sublet his/her parking privilege or otherwise allow others to park in his/her stead.

The Unit Owner of a designated Parking right(s) or space(s) or the Lessee of said Parking Right may park only one motorized vehicle in an assigned space at a time, with the exception of tandem spaces. Encroaching upon your neighbor's line can result in damage to your vehicles and all repairs are at your expense for both you and your neighbor's vehicle.

Use of the open or common elements of the parking garage is not permitted for purposes of storing items or bicycles or motorized vehicles.

Each garage user, must have a management issued fob and garage remote. Resident parkers are required to sign a form acknowledging receipt of a garage opener and an access fob. In the event of loss, replacement openers and fobs may be obtained upon payment of a replacement fee.

The opener is for use by all authorized parkers to open the entry/exit garage doors. In the event an opener is misplaced, the management office is to be notified. Garage remotes and access fobs shall not be given to anyone who does not own or is not authorized to use a parking space in the building.

Drivers should allow the garage doors to fully close between vehicle entries or exits. Following another vehicle into or out of the garage without allowing the garage doors to fully close and reopen is not permitted.

Garage doors including pedestrian doors, must be kept closed while not in use. As a security measure, Resident parkers must not operate the garage doors for another vehicle.

The overhead doors are not to be used for foot traffic.

The garage doors operate 24 hours daily. If a Resident has a problem with the doors or with the opener the Management Office should be informed immediately. An emergency number will be provided for after hour's assistance.

Caution must be exercised when exiting or entering the garage. All ramps and aisles are two-way. The maximum speed allowed in the garage is 5 miles per hour.

Because of the danger of carbon monoxide poisoning, vehicles are not to be warmed up inside of garage.

Residents are required to promptly and properly clean up oil, radiator and other fluid spills, repairs and/or to any damage caused by spills will be charged back to the homeowner. Headlights must be used when driving in the garage.

Washing and servicing of vehicles in the garage area is prohibited. Any vehicle repair is expressly prohibited.

Vehicles over 6'9" are prohibited from entering the garages.

No materials of any type may be stored outside any vehicle in the garage or suspended from beams, pipes, or the ceiling. The building staff shall remove and dispose of any materials outside of any vehicle, without notice. Parking spaces are not to be used for storage of personal items, with the exception of motorcycles, seasonal tires, collapsible grocery carts and registered bicycles.

Smoking is not permitted in the garage or common elements.

17. HOUSEKEEPING

Nothing shall be swept, shaken or thrown out of the windows or doors or off the balconies; nor shall anything be swept, shaken or thrown into the halls, stairways, passages or elevators. Nothing shall be placed on or permitted in the windows, doors or balconies that might fall off or be blown from the building.

Units are to be maintained in such a manner that noxious odors, pests, or other offenses do not effect neighboring units. Spills and other mishaps in the common areas, including service elevators, must be reported immediately. Bluing agents must not be used in the toilet tanks. No rags, textiles or foreign materials of any kind should be flushed.

Chemicals must not be used to unplug clogged drains. In the event of clogging or flooding, if necessary, shut off valves are located at each plumbing fixture to stop the flow of water and notify the Management or doorperson immediately. The Chicago Fire Department recommends the use of artificial Christmas trees in all high-rise buildings. Should you use a live tree, contact that management office for assistance with its disposal. You may be charged for any costs incurred with this service.

In the event of a lock out and a key is not on file with the front desk, a locksmith must be called. It is suggested that when changing a lock, the lock be placed on the units master system. For each lockout where a locksmith is needed, there will be an additional fee .

18. SALE OR LEASE OF A UNIT

A. SALE

To sell a unit in the Association, the following must take place:

- 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 the sale prior to the time that the buyer takes possession of the Unit. The purpose of the information requested by the Association is to gather information essential to the efficient administration of the Association. No Owner may move into any Unit until such time as the Management Office has been supplied with the appropriate documents, and the freight elevator is reserved for use.
- Prior to the closing of any sale or transfer, all assessments, move fees, deposits and charges must be paid in full. To obtain a “*Paid in Full Letter*,” the owner selling the unit is to contact the Association’s managing agent, and complete the managing agents’ requirements for obtaining the necessary documentation. 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 for the actual cost of copying shall be charged to the Unit Owner for photocopying of such documentation.

B. LEASE (Residential and Garage Units)

- Each Residential and Garage Unit Owner shall provide his/her lessee(s) with a copy of the Declaration and these Rules.
- Each lease of any one or more units (residential or garage) shall be in writing and for a minimum term of one year but not longer than two years. A copy of every such lease and background screening report (residential units only) shall be delivered by the Unit Owner within ten days after the lease is signed and prior to the 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, a credit report, and the freight elevator is reserved for use.
- Each new lessee is to schedule an introductory meeting with the on-site manager, prior to moving into the Association. This meeting is to be done during regular office hours as designated by the Association.
- Each lease shall contain a clause that states that the lessee(s) acknowledge(s) receipt of 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 the Declaration and Rules, as is the Unit Owner in making such lease. Regardless of whether such a provision is contained in the lease, however, the lessee shall be so bound. No lease may be entered into by a prior lessee of this building who has been either previously evicted or subject to eviction proceedings.
- In making any lease, the Unit Owner is not relieved of any obligations under the Declaration and Bylaws or Rules and Regulations.
- No portion of a unit that is less than the entire Unit may be leased.
- All occupants must be listed on the lease. All occupants over the age of 18, must be leaseholders.
- Occupancy guidelines required by the City of Chicago and the Association’s governing documents must be adhered to at all times.
- Lessees are permitted to reside in the Unit. Lessees may not be sub-let. Should lessee change a revised Lease and all required documents must be submitted to the Association (proof of Tenants/Renters’ insurance, verification of background checks, fees, etc.)

- No Unit may be leased for business, hotel, or transient purposes.
- All service requests, except in the case of emergencies, MUST be submitted by the Unit Owner and not the lessee(s). Lessee's requests for service should be referred to the Unit Owner who is responsible for coordinating requests with Management. This specifically includes requests for new unit and building access devices which must be requested by Unit Owners in writing. E-mail requests are acceptable.
- Each time a new lessee moves into a unit, a new lease processing fee is to be paid prior to move-in.
- Only Owners, not Lessees may authorize additional residents may be added to the unit.
- Annual Lease Processing Fee:

Any Unit Owner who rents their Unit is required to pay an annual lease administration fee to the Association for the rental of their Unit. All Unit Owners who currently rent, regardless of the date of the commencement of the Lease, as of **July 14, 2015** will be required to submit payment on or before **August 10, 2015** for Leases that are currently in effect and subsequently every year that their Unit is occupied by Tenants/Renters. All Annual Lease Fees must be paid via check made out to the Association and delivered to the management company.

Unit Owners who rent their Unit at any point after the adoption of this rule will be required to pay their appropriate lease fee annually to the Association and each subsequent year their Unit is occupied by Tenants/Renters. The initial Payment will be due 30 days after the commencement of the Lease, and subsequently on or before **July 10th** of any year their Unit is occupied by Tenants/Renters. All Annual Lease Fees must be paid via check made out to the Association and delivered to the management company.

Failure to comply with the Annual Lease Fee will result in an additional \$1,000 fee per year.

The UNIT OWNER must supply the following information to the management office at least 5 business days prior or at the time of the "Welcome Meeting" which ever comes first prior to the lessee moving into the building. Tenants will not be permitted to use an elevator for move ins until all applicable rules have been complied with, including receipt of all requested information forms. The forms include, but are not limited to, the following.

- **Notice of intent to lease form**
- **Names of individuals residing in the unit**
- **Completed verification and copy of background checks, and signed copy of the lease agreement.**
- **Lease administration fee (due annually, if unit is changing from owner occupied to tenant occupied, this fee is due upon lease inception).**
- **New Lease Processing Fee, each time a new tenant moves in.**
- **Resident Information Form**
- **Proof of Insurance from the UNIT OWNER**
- **Proof of Renters Insurance from the RENTER**

- **Completed Dog and bicycle registration fees paid BY UNIT OWNER**
- **Any fees stated in the Rules section pertaining to moving must accompany these documents and must be paid by the UNIT OWNER**

19. USE AND OCCUPANCY RESTRICTIONS

Units must be used for Residential purposes only. Use of any Unit for any business purposes such as providing physical or mental therapy, retail sales or manufacturing of products is an express violation of the Declaration and these Rules. The restrictions contained herein shall not, however, be construed in such a manner as to prohibit a Resident from: 1) maintaining his/her personal professional library therein; 2) keeping his/her personal business or professional records or accounts therein; 3) handling his/her personal business or professional telephone calls or correspondence there from; 4) maintaining a computer or other office equipment within the Unit; 5) utilizing secretarial help and having occasional business visitors. Such uses are expressly declared customarily incident to the principal Resident use and not in violation of the Declaration or these Rules.

Notwithstanding the foregoing, no Resident shall permit the regular or consistent entry of customers or clients. Nothing is to be done or kept in any Unit or in or on the common elements that will increase the rate of insurance for the Association without prior Board approval. A cost of any such additional insurance is to be paid by the responsible Unit Owner. Nothing is to be done or kept in any unit or in or on the common elements that may result in the cancellation of the Association's insurance. No Resident may overload the electric wiring or plumbing in the building, or operate machines, appliances, accessories or equipment in such a manner as to cause an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing systems.

20. WATER BEDS AND WATER FURNITURE

Water filled beds and other water filled furnishings (aquariums included) are prohibited. Water filled furnishings include any bed, mattress, sofa, chair or other items of furniture that contain as part of its elements any substance in a liquid state. Water filled furniture has the potential for extensive damage to the Owner's Unit and other Units from leaks, breakage and/or weight overloads.

21. WINDOW COVERINGS

For a consistent exterior appearance, all outside surfaces of any window covering (including draperies, blinds, liners, etc.) that effect the outside aesthetic appearance of the building, must be neutral (white or beige) in color.

22. BALCONY AND TERRACES

- As described in the Declaration, terraces (balconies) are Limited Common Elements to which individual Unit Owners have exclusive right of use.
- Care must be taken when watering plants or cleaning terraces and balconies to avoid dripping water. No washing, watering or cleaning may be done which allows drainage onto the concrete, terraces or balconies below. If water drains to the terraces or balconies below and causes damage, the causing unit owner is liable for all costs of clean up and/or

repair. Repeated dripping of water from balconies will be considered a nuisance under these rules, and may be subject to a fine. It is the responsibility of the Resident to ensure that housekeepers and other household help abide by this rule. All watering and cleaning is to take place during the following hours:

Sunday through Thursday: 10:00 PM to 7:00 AM

Friday and Saturday: Midnight to 7:00 AM

During anytime of a heavy rain/downpour

- Hand watering of all plants is strongly encouraged to prevent any water discharge from the terrace/balcony.
- Unit owners are responsible for the maintenance and upkeep of any lighting fixtures or outlets on their balconies and terraces. In the event that a fixture stops working, owners should contact the management office to coordinate repair. All repairs will be charged back to the unit owner.
- It is strictly prohibited to drop any items, including, but not limited to, refuse, pet waste, cigarette butts, matches or water, intentionally or unintentionally, from balconies and terraces. Such actions are very serious and determined by the Association to constitute a dangerous situation to persons and property. Fines are applicable for such prohibited activities pursuant to the governing documents of the association.
- Any Unit Owner who allows any dangerous item, and especially lit cigarettes, to be discarded, dropped, or thrown from their balcony, terrace, or windows shall be assessed a fine of up to \$5,000 per occurrence.
- Balconies are not to be used for loose storage, including bicycles. Items may be stored in “all weather” containers that do not exceed the height of the railings.
- Free standing structures are not permitted to be installed on balconies; with the exception of storage containers (see part 6). All outdoor furniture, grills are not to exceed the height of the railings.
- Air gaps must be present between planters and the membrane. Prolonged trapped moisture could damage the membrane.
- Dragging of heavy objects such as grills, iron/metal patio furniture and pots or planters must be avoided.
- Planters, clothing, towels, and other items may not be hung on or over terrace walls or balcony railings, including string lights (see part 9 for exception), seasonal bunting, holiday decorations, etc.
- Seasonal holiday lights are permitted to be displayed between November 20th and January 15th.
- Furniture placed on the terraces must be durable and heavy enough to remain stationary during strong winds. Additionally, all items should be tied down and have protective pads on the legs of the furniture to prevent damage to the balcony membrane.
- No structural changes are permitted to terraces/balconies, this includes electrical modifications.
- Irrigation systems may be used on balconies/terraces; however, failure to properly maintain the system, malfunctioning of the system and/or overwatering by the system resulting in water

dropping to Unit terraces or balconies below are considered to be violations and subject to the sanctions defined in the Association's governing documents. The Board reserves the right to require the disconnection or removal of an irrigation system for continued violations.

- No children's pools may be used on terraces/balconies.
- No hot tubs are permitted on the terraces/balconies.
- Fire pits and any objects that produce a flame are prohibited, with the exception of grill (see below).
- Standard sized grills, which residents shall maintain in clean working order to limit noxious orders or excessive smoke, are permitted on balconies. Charcoal grill are prohibited, as well as any others that are not in accordance with the Association's insurance policies and city ordinances.
- Balconies may not be altered, screened or otherwise modified without written compliance with the Remodeling and Decoration Procedures, which require approval of the Board and in some situations a City building permit. This includes privacy fences.
- Floor coverings are prohibited as they accelerate the deterioration of the concrete.
- Satellite dishes are permitted with Board approval provided they do not extend beyond the plane of the balcony and are not 20affixed to the balcony, railings, walls, windows and/or window-frames. The window system may not be altered in any way to allow for satellite dish wiring.

23. Electronic Distribution of Notices and Other Communications

A. Designation of Owner Address on Unit Owner List

The owner (or owners) of each unit may designate an electronic address (email address) or a U.S. Postal Service address as the owner's (or owners') address on the list of unit owners maintained by the Association pursuant to Section 19(a)(7) of the Illinois Condominium Property Act (the "Unit Owner List"), which list is subject to examination and copying by other owners. The designation of an email address or a U.S. Postal Service address for purposes of the Unit Owner List is made by submitting an "Address Designation" form to the Management Office. If no Address Designation form is submitted, the last U.S. Postal Service mailing address provided to the Association will appear as the unit owner's address on the Unit Owner List.

B. Electronic Delivery of Notices and Other Communications

In order to facilitate the Association's distribution of notices and other communications, the owner(s) of any unit may authorize electronic delivery of notices and other communications by submitting a "Consent to Electronic Delivery" form to the Management Office. If no Consent to Electronic Delivery form is submitted, paper copies of notices and other communications will be delivered to the last U.S. Postal Service address provided to the Association for the unit. Authorization for electronic delivery may be amended or revoked at any time by submission of a later-dated Consent to Electronic Delivery form. Notwithstanding a request for electronic delivery, the Association may, in its sole discretion, deliver any notice or other communication to the U.S. Postal Service mailing address indicated on the Consent to Electronic Delivery form. This form can be found at the end of this document, in Appendix C.

24. ENFORCEMENT

All Residents are required to abide by the Association's Declaration and Rules. The following enforcement procedures and remedies supplement those remedies granted to the Board, the Association and any Resident under the Declaration and the Illinois Condominium Property Act. Before a fine can be imposed for any violation of the Declaration or these Rules, the Resident will be given a notice of the alleged violation and an opportunity to be heard. The Resident will be informed of their entitlement to a hearing before a fine can be imposed. If a hearing is requested, the Resident will have an opportunity to confront their accuser(s) and may be represented by counsel. Management or any Resident having knowledge or information concerning any violation of the Declaration or the Rules may request that a violation proceeding be initiated.

A. Written Complaint

The complainant shall file a written complaint, containing the following information:

- i. The name, address and telephone number of the complainant.
- ii. The name, unit number of the Unit Owner or Resident who is alleged to have committed the violation;
- iii. The specific details or description of the violation, including the date, time, location, etc. of the violation.
- iv. The signature of the complainant; and
- v. The date on which the complaint is made.
- vi. Procedures upon filing a written complaint

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 provide a copy of the complaint to the alleged violator. If the alleged violation is that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. Any violation of the Rules and Regulations or Condominium Declarations resulting in a fine shall be paid within 10 days of Notice. If the fine is not paid within 10 days from the original Notice, an addition fine of \$10.00 per day will be added. Repeated violators will be referred to the association attorney.

APPENDIX A

FINES COSTS AND FEES

If, after notice and an opportunity to be heard as set forth above, any Unit Owner or Occupant 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 and Rules.

- a. **Assess against the Unit Owner the following fines, as well as any additional costs and expenses, including reasonable attorney's fees, incurred by the Association in connection with the enforcement process.**

First Offense: Written Notification

Second Offense: \$100.00 (Minimum)

Third Offense: \$500.00 (Minimum)

- b. **Fines for specific violations of the Rules:**

1. **Threatening an Association Employee or Resident**

First Offense: \$1000.00

Second Offense: \$5000.00

2. **Throwing items from the Balcony or Rooftop**

First Offense: \$5000.00

Fee Schedule

Assessment Late Fee	\$100.00
After Hour Maintenance/Management Assistance (due to negligence)	\$145.00
Bike Fee (Per Bike, Annually)	\$50.00
Construction Security Damage Deposit (refundable)	\$1,000.00
Fob Replacement Fee	\$75.00
Garage Remote Replacement Fee	\$75.00
New Lease Processing Fee	\$250.00
Lease Administrative Fee (Annually)	\$350.00
Locksmith Fee	\$150.00
Move In/Out Security Damage Deposit (refundable)	\$500.00
Move In/Out Fee (non refundable)	\$300.00
Move That Extends Past Reserved Time \$100.00 p/hour or any part thereof	
NSF Fee	\$50.00 plus any imposed bank service fees
Dog Registration Fee	\$150.00 annually per-dog
Proof of Insurance Non-Compliance Fee	\$250.00 plus additional \$250.00 fees for each month of additional non-compliance.

APPENDIX B
**PEST MANAGEMENT PLAN AND RULES FOR BED BUG DETECTION AND
REMEDATION**

The Board of Directors for the 340 West Superior Condominium Association (the “Association”) has determined that it is in the best interest of its owners, residents and guests, that a well-established policy be adopted and disseminated to the Association’s owners regarding its procedures related to bed bugs.

2. In recent years, bed bugs have become a serious threat to the health, safety and property of individuals living in close proximity with others. The Association may be highly susceptible to bed bug infestations because of the closeness of its units and the shared common elements accessible by all members. This issue is made even more serious due to the fact that bed bugs reproduce and spread at a high rate and are sometimes difficult to detect and always difficult to remediate once an infestation is detected.

3. The Association shall take an aggressive position regarding preventative measures to ensure that bed bugs do not become a serious issue. If bed bugs are detected, the Association will aggressively work to ensure that the known infestations are remediated so they do not spread. As of the date of this policy being adopted by the Board of Directors, the following procedures shall be followed by the Association related to the detection/remediation of bed bugs.

4. The City of Chicago has amended its Municipal Code, Section 4-4 by the addition of a new section 4-4-332 to address bedbug issues generally and, specifically, for the inspection, detection and treatment of dwelling units relative to bed bugs. It is the purpose of this pest management plan and rules for bedbug detection and remediation to comply with the requirements of the Municipal Code.

A. Voluntary Inspections

The Association shall engage the services of a bed bug detection service. This detection service may include the use of trained bed bug detection cats as they are the most effective tool in locating bed bugs that may be too small to see by human inspections. Reasonable accommodations may be made by the Board of Directors under certain circumstances. Voluntary inspections may be done during periodic treatment periods of the Association. Interested tenants or occupants are to notify the front desk to be put on the voluntary inspection list. The tenant or occupant is responsible for notifying the unit owner or the unit owner’s representative. Units WILL NOT be entered without the permission of the owner for voluntary inspections. The cost of voluntary inspections shall be the responsibility of the unit owner.

B. Owner/Tenant Responsibility

Each tenant of a leased unit in the Association shall immediately notify the unit owner, in writing, of a suspected bedbug infestation and both the tenant and unit owner must then notify the manager, in writing, of any known or reasonably suspected bedbug infestation in the presence of the unit, clothing, furniture or other personal property located in the building. Each unit owner residing in a unit shall also be responsible for notifying the manager, in writing, of any known or reasonably suspected bedbug infestation in the presence of the unit, clothing, furniture or other personal property located in the building. The failure to comply with this provision shall constitute a violation of the rules and regulations of the Association. In the event bedbugs are discovered and/or reasonably suspected to be present, the owner/tenant shall cooperate with the Association in the control, treatment and eradication of the bedbug infestation found or suspected in the unit. As part of that cooperation, the owner/tenant shall:

- (1) not interfere with inspections or treatments;
- (2) after reasonable notice in writing to the owner/tenant, grant access at reasonable times to the unit for purposes of bedbug infestation, inspection or treatment;
- (3) make any necessary preparations, such as cleaning, dusting or vacuuming, prior to treatment in accordance with any pest management professionals recommendation; and
- (4) dispose of any personal property that a pest management professional has determined cannot be treated or cleaned before the treatment of the unit.
- (5) prior to removing any personal property from the unit, safely enclosed in a plastic bag any such personal property while it is being moved through any common area of the building, or stored at any other location. The personal property shall remain enclosed in the plastic bag until such times that the property is either properly disposed of or treated and no evidence of bedbug infestation can be found and verified.

C. Mandatory Inspections

Upon the detection of a bed bug infestation, certain units shall be subject to mandatory inspection, and if necessary, treatments by the bed bug detection service. Those units will be those directly next to the infested unit, and above and below it. Unit owners of units where bed bugs have been detected shall be responsible for any inspection and treatment costs associated with that unit. The inspection and treatment shall be continued until no further infestation is detected. This is because bed bugs have the ability to move easily between units that share a wall or floor/ceiling. Mandatory inspections are vital in the effort to completely remediate a bed bug infestation. The Association shall advise members well in advance of any mandatory inspection. Units WILL be entered with or without permission of the owner for mandatory inspections. If access is denied after notice by the Association, the Association shall proceed with legal action to gain access and seek recovery of any and all costs/fees associated with gaining the owner's cooperation. In the event the existence of bedbugs is not reported by the owner/tenant, and the owner/tenant has refused to permit the voluntary inspection of the unit by the Association, and bedbugs are discovered in the unit, the resulting treatment and further inspections/treatment is the responsibility of the aforesaid owner.

Prior to the mandatory inspection or treatment for bedbug infestation, Management shall send a written notice to the owner/tenant of the unit to be inspected or treated which advises the owner/tenant of the respective responsibilities under this plan and sets forth the specific preparations required by the owner/tenant.

D. Treatment

The Association shall engage the services of a bed bug remediation service for use by all members with known bed bug infestations. By the Association engaging one service, it can ensure that the cost is controlled and quality of service maintained as opposed to each member obtaining separate services. This will ensure that the infestation does not get worse or spread to other units. Units with known infestation **MUST** follow the instructions of the remediation service to prepare their unit in advance of the remediation. Failure to properly prepare a unit after notice by the Association will result in a violation notice, and after a hearing, the imposition of a daily fine for every day of noncompliance in an amount to be determined by the Board. Alternatively, the Association may proceed with legal action to gain access to the unit to conduct the necessary preparation and seek recovery of any and all costs/fees associated with the preparation and gaining the owner's cooperation.

E. Recordkeeping/Reporting Requirements

Management shall maintain written records of any pest control measures performed by a pest management professional in the building and any report prepared by the pest management professional. The plan and records shall be (1) maintained either on-site in the building or at the Association's management office; (2) maintained for three years; and (3) open to inspection upon request by authorized city personnel, including but not limited to employees of the Departments of Health and Buildings.

APPENDIX C

340 WEST SUPERIOR CONDOMINIUM ASSOCIATION

Address Designation/Consent to Electronic Delivery Form

DESIGNATION OF ADDRESS ON UNIT OWNER LIST

The undersigned hereby requests and directs that the undersigned's address as shown on the list of unit owners maintained by the Association pursuant to Section 19(a)(7) of the Illinois Condominium Property Act (which list is subject to examination and copying by other owners) be shown as:

The U.S. Postal Service address listed below.

- or -

The electronic (email) address listed below.

ELECTRONIC DELIVERY OF NOTICES AND OFFICIAL COMMUNICATIONS

The undersigned hereby requests and consents to electronic delivery of the communications to the electronic (email) address listed below, delivery to be effective as of the date electronically transmitted. The undersigned understands and agrees (a) that communications not marked below will be delivered to the U.S. Postal Service mailing address listed below, and (b) that the Association may, in its sole discretion, deliver any notice or other communication to the U.S. Postal Service mailing address indicated below.

Signature(s) of Unit Owner(s): _____

Printed Name(s) of Unit Owner(s): _____

Unit No(s): _____

U.S. Postal Address: _____

Electronic (Email) Address: _____

Dated: _____, 20__