

Board of Managers
Vanguard Lofts Condominium Association
1250 West Van Buren
Chicago, IL 60607

Website: www.1250WestVanBuren.com



Vanguard Lofts Condominium Association Rules and Regulations

Revision 1.1
July 25, 2007

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INTRODUCTION

Condominium living requires the observance of House Rules so that each resident will be able to enjoy the maximum benefits of his or her home, without unreasonably interfering with the rights of others to enjoy his or her condominium unit.

This Handbook sets forth the Rules, Regulations, and Policies for the Vanguard Lofts Condominiums (“the Condominiums”) as established by the Board of Managers (the Board) for all persons living at the Condominiums and their guests and invitees. Additional covenants and restrictions as to the use and occupancy are also included in the Declaration and, in particular, Article VI. All owners of units at 1250 West Van Buren are automatically members of the Vanguard Lofts Condominium Association, an Illinois not-for-profit corporation (“the Association”). By law, each condominium unit is subject to the Illinois Condominium Ownership and of Easements, Restrictions, Covenants, and By-Laws for the Vanguard Lofts Condominium (“the Declaration”).

Under the Act and the Declaration, the Board is authorized to adopt Rules and Regulations governing the property.

These Rules and Regulations are to be read in conjunction with the Act and the Declaration, and the Cook County and City of Chicago zoning regulations. The Board interpretation of the Declaration shall be binding upon all unit owners and residents.

All documents are available from the Property Management Company, or may be obtained online at the Vanguard Lofts website: <http://1250westvanburen.com>

RESPONSIBILITY OF UNIT OWNERS

Each unit owner is responsible, upon receipt of this document, to return the attached form to the Property Management Company. The requested information must be completed in its entirety. Return of this form will be considered acknowledgement that you have been notified of the Rules, Regulations and Policies of Vanguard Lofts. Unit owners are further responsible for keeping this information up to date and are required to notify the Property Management Company of any changes to this information. Owners are required to supply this information to all tenants.

Each unit owner is responsible for the acts and conduct of his or her tenant, other residents of his or her unit, their guests and other invitees. For the sake of brevity, the use of the term “unit owner” or “owner” is intended to apply equally to the unit owner, his or her tenant, other residents of his or her unit, their guests, and other invitees.

VANGUARD LOFTS RESIDENT INFORMATION

PROPERTY MANAGEMENT COMPANY

Vanguard Lofts employs First Properties, LLC to manage the building and supervise personnel. The Management office is located at:

First Properties, LLC
760 N Ogden Suite 2200
Chicago, IL 60622
(312) 829-8900 - Phone
(312) 829-8950 - Fax
Website: <http://www.condomanagement.com>

CONDOMINIUM ASSOCIATION

Vanguard Lofts Condominium Association
1250 West Van Buren
Chicago, IL 60607
Website: <http://www.1250westvanburen.com>
Email: condoboard@1250westvanburen.com

FINANCIAL STATEMENTS/BOARD MEETING MINUTES/DECLARATIONS & BYLAWS

Financial statements, budgets, board meeting minutes, and the Declaration are available from the Property Management Company upon request. Copies of the Association's Declaration and Bylaws are available for a \$10 processing fee plus the cost of the copies. All these documents can be found on the Vanguard Lofts website at the following address: <http://www.1250westvanburen.com>.

GENERAL BUILDING INFORMATION

1. The intercom system of the building is hard wired to the phone system within the building. When a guest punches the three-digit code on the exterior keypad to call a unit, the phone in the unit will ring. After verifying the identity of the caller, residents can buzz their guest up by pushing “6” on the telephone keypad. Residents with DSL internet phone lines are encouraged to connect the intercom system to a second phone line to eliminate noise and interference. It is the responsibility of the unit owner to have the intercom system properly connected to their unit.
2. The building is equipped with an access control security system. All residents use a key fob as a physical credential to gain access to the building. Each key fob is unique and tied directly to a unit owner/resident or individual. All key fobs are controlled by Property Management and the Board. A lost or stolen key fob is considered a security risk and must immediately be reported to the Property Management or to a Board member. There is no charge to deactivate a key fob. If a lost or stolen key fob is recovered, it can be reactivated at any time for no charge. Please see the Vanguard Lofts Access Control System Owners Guide for more information.
3. The building is equipped with a security camera system. Residents may tune their televisions to channel 14 or channel 16 to see the security cameras in the building. It is suggested that all residents use the security camera system to visually identify guests before allowing admittance into the building.
4. Many units in the building utilize a uniquely sized air filter that is not commonly available at local hardware stores or home improvement centers. Air filters may be obtained from a number of sources both online and local. Washable air filters are also available from many hardware stores and can be cut to fit.
5. A yellow revolving taxi light is mounted on the front of the building and can be controlled by the switch inside the front vestibule. Please turn off the light when not in use or after a taxi has arrived.

INSURANCE INFORMATION

1. Association Insurance Company

The Vanguard Lofts Condominium Association has insurance coverage for all common elements of the building. This includes fire and other damage coverage, and liability insurance. Each unit owner is responsible for securing appropriate insurance coverage for his/her unit and property. For Certificate of Insurance, please call the Property Management Office.

2. Mandatory Unit Owner Insurance

Each unit owner shall obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of the owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the unit. The personal liability of a unit owner or association member must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. If the unit owner does not purchase or produce evidence of insurance requested by the Board, the Board may purchase the insurance coverage and charge the premium cost back to the unit owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

Your insurance agent should be able to obtain appropriate coverage. However if there is any doubt, please -contact the Association's insurance company to find out what the Association covers and what your coverage needs to include.

It is the unit owner's responsibility to make sure that his or her tenant carries required insurance.

Unit owners and their tenants are jointly and severally liable for any violations of these Rules and Regulations and any fines imposed by the Board.

RULES AND REGULATIONS

Many of the rules and policies are contained in the Declaration; each owner should have a copy of the Declaration, including amendments. A copy of the Declaration, including amendments, may be obtained from the Property Management Company for a nominal charge.

Should the Association vote to amend the Declaration, a copy of the amended section(s) will be provided to each owner.

A. Common Element Use and Maintenance

Common elements are defined in the Declaration as consisting of all portions of the property except the Units and include the public portions of the property that are customarily used jointly by unit owners, tenants, invitees and guests.

All residents, which include owners, tenants, their family members and other occupants, are responsible for keeping all common areas clean and litter-free. All housekeeping or maintenance problems should be immediately reported to the Property Management Company.

1. Signs (other than “For Sale” or “For Rent” signs in excess of 5 square feet), banners, awnings, satellite dishes, antenna, alarms, or other objects are prohibited from being displayed from or attached to any common elements, the limited common elements, exterior or common area walls, doors, window, or roof. This includes real estate signs, open house notices, etc. Any alteration in appearance or operation of common elements is prohibited without the prior written approval of the Board and subject to a fine.
2. Unit owners are liable for any damages to the common elements that the unit owner, a tenant or their guests cause. Any expense resulting from common element damage caused by a resident, their guests, or a tenant will be charged to the resident or unit owner.
3. Residents must comply with the City of Chicago Municipal Codes regarding smoking ordinances. Smoking is not permitted in the lobbies, hallways, and other common areas. Consumption of food and alcoholic or nonalcoholic beverages is also not permitted in the common areas. Smoking is not permitted within 15 feet of any entrance to the building or an open first floor window. Smoking is prohibited in all common area locations which includes but is not limited to the following:
 - parking garage, parking lot, parking deck, visitor parking
 - loading dock
 - east and west stairwell
 - east and west elevator
 - east and west elevator lobby

- hallways
 - bike/storage room
 - mailbox room
 - roof
4. Real estate lock boxes are a security risk and are prohibited.
 5. Radio playing or playing of musical instruments will not be permitted in the common areas or on balconies.
 6. Any items or substances thrown, dropped, or spilled from any balcony which causes damage to any common element or to any person will result in a fine. Any damage incurred will be assessed to the unit owner.
 7. Official Association bulletin boards are provided in the mail area and rear elevator lobby for the use and convenience of the residents of the Condominiums. They are meant to be used to convey information that may be of interest to other residents. This board is not to be used for advertising any items for sale or for advertising personal businesses or services. Any such advertisements will be removed.
 8. Access to the roof, except in the case of a building emergency is prohibited without the prior approval of the Board. Access for repairs and servicing of air conditioning and ventilation units is permitted but must be arranged in advance (minimum 3 days notice) through the Property Management office. Damages to the roof surface, structure or equipment caused by unit owner or invitee are the sole responsibility of the unit owner(s), who will be billed accordingly. Unauthorized access will result in a fine.
 9. Owners and tenants are required to comply with all applicable City and State regulations and laws. Civil fines assessed by any governing agency (i.e. City of Chicago) to the Association as a result of the acts or omissions of a unit owner violation will be the sole responsibility of the unit owner and will be assessed to the unit owners.

Example of Rule #9: If a resident has a charcoal fire grill burning on a balcony and a city inspector levies a fine against Vanguard Lofts for that code violation, the fine will be passed along to the owner for payment in addition to the \$75 Vanguard Lofts fine.

B. Assessment Billing / Payment Procedures

All assessments are due on the first of the month. Owners are solely responsible for making all payments on time. It shall not be an excuse that a unit owner's tenant failed to make a payment. Under the Act, the Association cannot forebear or excuse the payment of assessments. Payments are to be mailed to the Property Management Company address listed above. Checks are to be made payable to the Vanguard Lofts Condominium Association. Payment may also be directly debited

from your account by filling out the Direct Debit form in the appendix and returning it to the Property Management Company.

Unit owners will be billed a late fee of \$50.00 for failure to make payment by the 15th of the month. Late charges will continue to accrue on any unpaid balance.

If payment has not been made 30 days thereafter, a notice from the Association's attorney will be sent. If payment is not made, the Board may instruct its attorney to file a lien on the unit or start eviction proceedings. Late fees, interest, and attorney's fees will be added to the unit owner's account. Assessment statements will include any additional charges such as special assessments, unit repairs, late charges, etc., and will give notice of scheduled board meetings.

C. Fines

Under the terms of the Declaration and By-laws of the Vanguard Lofts Condominium Association, and Act, the Board has the authority to establish fines for violations of the rules of the Association.

Violations of the Declaration or of any of these Rules and Regulations, reports of disturbances, and complaints will be checked and verified by the Board. At the discretion of the Board, violations are subject to a fine. Failure to pay fines within 30 days may result in the filing of a lien and may result in eviction proceedings.

Rule violators are subject to fines up to the following:

FINE SCHEDULE

Violation	1st Offense	2nd and Subsequent Offenses
Any item thrown, dropped, or spilled from a balcony which causes damage	\$75	\$150
All parking violations	\$75	\$150
All smoking violations	\$75	\$150
Unscheduled moves	\$250	\$500
Minor pet violation (e.g. dogs in front lobby.)	\$50	\$100
Major pet violation (e.g. Failure to rectify pet accident.)	\$75	\$150
All building security violations (e.g. propping open doors to bypass building security, unauthorized roof access attempts)	\$100	\$200
Tampering and/or damage to the electronic access control system	\$500	\$750
Tampering and/or damage to the electronic video security system	\$500	\$750
Items not listed in schedule	\$50-\$100	\$150

Fines may be assessed per infraction up to the amount listed in the schedule above, at the discretion of the Board. The first violation, at the discretion of the Board, may be considered a warning depending on the severity of the infraction. A second violation of the same type may result in a fine as scheduled above, regardless of the action taken on the first violation.

In the event of serious violations, repeated violations, or violations of the Declaration or these Rules and regulations, the Board may refer the matter to its attorney for legal action. The unit owner will be responsible for the payment of any attorney's fees, costs and expenses incurred by the Association.

Uncorrected violations may be deemed by the Board to be a continuing violation that may subject the violator to the imposition of a daily fine until the violation is corrected.

D. Complaints / Suggestions

Residents with complaints about other residents are requested to first attempt to informally resolve problems directly with their neighbor or the offending party. If a unit owner experiences noise or other difficulties with another owner, he/she should first bring it to the attention of the owner. If these attempts are unsuccessful, the problem should be referred to the Board using the Violation Complaint form provided in this document. Additional copies of the form are kept on the Vanguard Lofts website and at Property Management offices. All owners and residents are urged to attend owners meetings to raise concerns and general interests.

Please keep in mind that noise or nuisance complaints often may not involve any verifiable evidence and often turn into "he said, she said" disputes. These disputes necessarily will depend on the credibility of witnesses and there may be instances where the Board will be unable to find a violation has occurred due to a lack of sufficient evidence. Therefore, if there are any noise or nuisance complaints, the complaining resident should obtain corroborating evidence and other witnesses to establish a violation.

Violation complaints can be submitted in written hard copy or emailed to the Property Management Company and the Board. All forms must be signed with the unit number to be considered valid. Residents may include photos, videos, or other evidence they deem valid as part of the violation complaint. All complaints submitted will receive a confirmation indicating the violation complaint has been documented.

Email: condoboard@1250westvanburen.com

E. Criminal Activity

Criminal activity of any kind is prohibited in the building, which includes the common areas and within the units. Any Unit Owner, Tenant, Resident, their families or guests who engage in criminal activity while in the building, the common areas or within the units may be subject to discipline under these Rules and Regulations. Notwithstanding anything set forth in these Rules and Regulations, depending upon

the nature and severity of the criminal activity, the Board may, but is not required to, seek the termination right to possession of the Unit by the Unit Owner, Tenant or Resident by filing a forcible entry or detainer action or institute such other court proceedings that the Board deems appropriate.

F. Noise

When living in a loft condominium, there are certain adjustments one must make in order to be considerate of one's neighbors. Sound transmission from one unit to another is a problem in a building of this nature. Residents should be reminded that everyone has different schedules and lifestyles. So that everyone may enjoy his/her time at home, listed below are reasonable measures that can be taken to keep noise levels down.

1. Remove your shoes while in your unit; use area rugs.
2. Do not put stereo speakers directly on the floor. Use less bass. Use headphones for loud music.
3. Work involving pounding, drilling, etc. must be done between the hours of 8:00 a.m. - 7:00 p.m. weekdays, 10:00 a.m. - 7:00 p.m. weekends. Please use good judgment and be considerate of your neighbors when operating loud devices.
4. If planning a party or having a large group in a loft, please notify the adjacent neighbors, including those above and below, ahead of time. Be sure to ask guests to keep noise levels down.
5. Prolonged, excessive noise will not be tolerated at any time.

G. Balconies and Roof

Some considerations about being considerate: Balconies, though private, are open spaces and should be treated as such. Voices, as well as cooking and smoking odors travel - be neighborly. Always assume that there is someone beneath, beside, or above you.

1. Never throw anything off a balcony or roof. This includes, but is not limited to, cigarette and cigar butts, garbage, Christmas trees, etc. Residents or their guests throwing ANYTHING off their balcony will be fined.
2. Keep noise to a minimum, especially in the common areas. Be cognizant of others and realize that everyone has different schedules.
3. Because of the proximity of balconies to each other and to windows of other units, and in view of how sound travels, the following must be adhered to:
 - 3.1. Gatherings and parties will be permitted on balconies until 10:00 p.m. Sunday through Thursday, 1:00 a.m. on Friday and Saturday. Residents are asked to move their activities indoors after these hours in consideration of their neighbors.
4. Barbecue grills are a privilege and residents must use them responsibly. Grills should not be left unattended when lit. Because balconies utilize wood flooring,

charcoal-burning grills will not be permitted due to the fire hazard they pose. Propane tanks should not be stored within a unit. Units having a barbecue grill must have a readily accessible fire extinguisher within their unit. Barbecue grills are for outside use only. Grills are prohibited from being used inside the building or parking garage. The Association will remove any charcoal or wood grills or hibachis and the cost of removal will be charged to the responsible owner.

5. No advertisements or notices are to be displayed from balconies. This includes notices of charity events, garage or loft sales/rentals, information about parties or gatherings, and political notices, except “For Sale” or “For Rent” signs less than 5 square feet, may be maintained.
6. Seasonal decorations are allowed. These items are to be firmly secured. All holiday decorations may be installed no earlier than thirty (30) days preceding the holiday and must be removed no later than 14 days after the date of the event.
7. Care should also be taken when watering plants on balconies. Always assume there’s someone below. Anything falling or blown off balconies is the responsibility of the unit owner, including any damage caused. Weather conditions do not release residents of responsibility.
8. Spills resulting in stains or damage to people/property below are the responsibility of the offending owner. Responsible party must make good on all damages. Failure to take responsibility for damages will result in a fine as well as cost of any repairs to or replacement of property, both personal and common.
9. Igniting or discharging firecrackers, fireworks, and any other dangerous devices is strictly prohibited.
10. Use common sense. The Association, as well as individual residents, is liable for damage resulting in any items thrown, blown, or in any way projected from balconies.
11. Balconies are leisure areas; they are not to be used for storage.
12. Bird feeders are not permitted.

H. Parking

All parking spaces are deeded and intended for one vehicle per space. Owners pay assessments accordingly. Please respect your neighbors. Please park in your own space. If your guests park in someone else’s space or any area not designated for parking the towing company will be called and the car or cars will be towed. Any charges imposed by the towing company, together with a fine, will be paid by the unit owner.

1. Residents may not use a parking space for storage. Parking spots are for motor vehicles only. Items such as boxes, mattresses, boats, trailers, hitches, pallets,

- etc. are not allowed and will be removed by Property Management at the expense of the owner.
2. Parking is NOT allowed in the loading dock or other driveway areas. Unattended vehicles will be towed if left in these areas.
 3. No parking is allowed in any area that is not designated as an official parking space. Please be considerate of those with parking spaces adjoining yours, leaving as much space as possible for everyone to park easily.
 4. All motorcycles must be registered with the Property Management Company.
 5. A car owner who parks a vehicle in an unauthorized space or tow zone assumes all risk for damage to their vehicle and any damage resulting from the inconvenience and costs associated with towing. All claims should be submitted to the car owner's automobile insurance company. The Association is not liable for and will not consider or review any claims for reimbursement of damages pertaining to a tow.
 6. It is the Association's responsibility and prerogative to tow a car illegally parked on the property. If a vehicle is parked illegally, residents should notify Property Management Company or the Board to have the vehicles towed.
 7. Any car parked in an area blocking access for garbage removal or any other necessary service will be towed without notice. Should the Association incur a fine or additional scavenger charge, this charge will be assessed to the unit owner. The owner of the vehicle assumes all risk of loss or damage when they park in such zones.
 8. Unit owners/residents are responsible for their guests while on the premises. It is the responsibility of the unit owner/resident to ensure that their guests are legally parked, and registered with the Board and Property Management Company. Any costs or damages resulting from the actions of a guest will be charged back to the unit owner.
 9. Drivers must be considerate of other parked vehicles. Drivers should not block entrance or exits. Vehicles entering the garage and parking lots have right-of-way priority over vehicles exiting.
 10. Children under the age of 12 may not be in the garage, parking lot, parking deck, or loading dock area unless accompanied by an adult.
 11. Because access to the building is also a crucial security issue, owners must keep their remote opening devices in a safe and secure location. Owners are responsible for reporting lost or stolen remote control openers to the Board and Property Management. Owners are responsible for the replacement and additional remote control openers. The necessary codes for all openers are available from the Property Management office.
 12. Because oil and other substances can damage the concrete and asphalt surfaces, any vehicle that is leaking oil or other substances must be repaired within 14 days after written notice from Property Management. If the vehicle is not repaired, it must be removed from the garage/lot. The cost of any damage

to a garage floor or parking surface will be charged back to the car owner and a fine may be assessed.

13. Other than for emergency repairs, vehicles may not be repaired or serviced while in the garage or parking lot.
14. All vehicles in the parking facilities must be maintained in road-worthy condition and inoperable or disabled vehicles are not to be stored or kept in the parking garage without the prior written consent of the Board.
15. Moves and deliveries may not be conducted through the garage due to potential damage to parked cars.
16. Motorcycle parking is subject to the same rules and regulations as automobiles.
17. Washing vehicles anywhere in the parking garage is prohibited.
18. Rollerblading, skateboarding and other recreational activities are strictly prohibited in the parking garage, parking deck, and parking lot.
19. If any vehicle is parked in someone else's space or any area not designated for parking (whether inside or outside the garage), the towing company will be called and the car will be towed. Additionally, the responsible unit owner may be subject to fines by the Board.
20. The handicap parking space is reserved for the handicapped. Non-handicapped individuals who use this parking space will be fined and towed. Fines for the improper use of handicap parking space will be doubled.
21. Residents who request a car to be towed must notify Property Management and an Incident Report will be completed. Resident must present valid ID to verify ownership of that parking spot. A resident may only register a complaint about another vehicle that is directly in or blocking his or her spot.
22. Vehicles not parked within the lines designating the boundaries of a parking space are subject to towing and a fine.
23. Visitor parking is intended as occasional parking for guests and contractors and is on a first come first served basis.
24. Parking in any visitor space is limited to a maximum of 24 hours unless prior written permission has been obtained from the Property Management Company and the Board.
25. Any resident or guest who repeatedly abuses the use of visitor parking spaces will be fined and have the car towed.
26. Prior written permission for any long-term or extended use of the visitor parking spaces must be obtained from the Board and will only be permitted upon a showing of extreme hardship. Requests can be submitted in written or electronic format.
27. Guests using the visitor parking must park within the designated parking space. Cars overlapping two parking spaces are subject to towing and fines.

28. All individuals using the guest parking spaces behind the building park at their own risk! The Association and the Property Management Company are not responsible for any damages to vehicles.

I. Children

1. Unless accompanied by a parent or other supervising adult, children under the age of 12 are not allowed in the hallways, elevator, stairwells, lobby, parking structure, storage areas or any other common areas.
2. If it not the responsibility of the Association to look after unattended children or to attend to children. The care and safety of children is solely the responsibility of parents or guardians.
3. It is assumed parents or guardians would properly instruct their children in the care and respect of property and good deportment so they are not a nuisance or annoyance to others.
4. Unit Owners, Tenants and other Residents and/or guardians are held strictly responsible for any damage, soil or debris caused by their children.
5. Children's tricycles, bicycles, wagons and toys should be transported only through the rear stairwell. These and similar items may not be left in hallways, stairwells or any common areas of the building as they constitute a hazard.

J. Pets and Animals

Residents may only have pets as allowed by the Declaration. There is no weight or size restriction on dogs. Pets or animals kept in violation of the Declaration or these Rules and Regulations or that cause or create a nuisance or unreasonable disturbance are subject to permanent removal upon ten (10) days notice, except that the Board may require immediate removal of a pet or animal in the event that the pet or animal is a threat to life, health or safety. This shall be at the sole discretion of the Board. Failure to timely remove the offending animal may subject the unit owners to a fine for a continuing violation.

In order to insure a comfortable environment for all residents, pet owners and guest pet owners must observe the following rules:

1. Pets and pets of guests are the sole responsibility of their owners. Any pet damage to the common areas and adjoining areas will be charged to the unit owner.
2. Pets must be leashed and under the immediate control of their owner when traveling through the common areas. Particular care must be taken when entering and exiting doorways, stairwells, elevators, and parking areas.
3. Pets must not be left unattended in common areas. Pets are not allowed in the front vestibule (corner of Van Buren and Throop), the front (west) elevator, the front (west) stairwell, or the bike/storage room at any time.

4. Pets are to relieve themselves outdoors. Prohibited areas for all forms of dog elimination include the parking areas, loading dock, and service drive. Dog owners should discourage their pets from relieving themselves on the sidewalks, especially in front of the building. Dogs are strictly prohibited from relieving themselves against any part of the building structure or parking garage. Owners are required to clean up solid waste and properly dispose of the same in sealed plastic containers. Any pet owner found to be in violation of these regulations could be subject to a fine.
5. Pets are not to be kept on balconies for extended period of time. Animals shall not be permitted to relieve themselves on balconies.
6. In case of accidents, pet owners and guest pet owners are responsible for cleaning the areas soiled by their pet. Waste is to be contained in a sealed plastic bag and placed in the dumpster. If an accident occurs indoors the owner must clean the area. If an accident occurs on a carpeted area, building maintenance must be notified for spot cleaning. Failure to do so will result in a fine plus the cost of cleanup. Any damage to the building, parking areas, or sidewalks caused by pets will be assessed to the unit owner.
7. Excessive noise by pets (barking, whining, etc.) will not be tolerated at any time.
8. Pet owners must comply with all City of Chicago ordinances regarding pet ownership (e.g., registration, immunization, etc.). Failure to comply may subject the owner to a fine and removal of the animal.
9. All animals are to be registered with the Property Management Company. This insures that appropriate measures are taken in case of fire or an emergency. Dog owners shall pay a registration fee of \$50.00 per year per animal.
10. The parkways on Van Buren and Throop are considered common elements and are the responsibility of the Association to maintain. Dog owners should discourage their pets from relieving themselves on the parkways. Owners are responsible for removing all pet waste deposited on the parkways.
11. Long term guests of residents that bring pets onto the property are required to register their pets with the Property Management Company and the Board.
12. Dog owners are responsible for providing and using dog waste disposal bags. Upon availability the Association may provide dog waste disposal bags as a courtesy to dog owners.

Cooperation is required. Unit owners all share in the quality of living and value of the building. The building should be treated as one's home. All must maintain the livability and appearance of the building. If these rules are not observed fines will be levied on the unit owner where the pet resides as determined by the Board.

K. Garbage, Waste Disposal, and Recycling

1. Garbage may be disposed of via the garbage chute any time between the hours of 8:00 a.m. and 10:00 p.m. As a courtesy to unit owners living near the

- chute please refrain from depositing trash in the chute any earlier or later than this.
2. All refuse must be tied in plastic bags before being dropped down the chute. Kitty litter is not to be dumped down the chute unless it is bagged and tied securely.
 3. **NO GARBAGE IS TO BE LEFT ON THE CHUTE ROOM FLOOR.**
 4. Refuse must not be forced down the garbage chute. Large bags of trash that do not fit through the chute door must be carried down to the building's dumpster located by the loading dock.
 5. Boxes are not to be dropped down the garbage chute. They are to be broken down and deposited in the building's dumpster.
 6. Live Christmas trees or other plants that shed needles/leaves or otherwise dirty the common areas must be appropriately wrapped or bagged prior to transport. Any debris left in the common areas must be cleaned up immediately.
 7. Refuse must not be dropped out of windows or off balconies. This includes cigar and cigarette butts.
 8. The unit owner's contractor must make disposal of construction materials off site. Old carpet, appliances, and other large material must be taken away by the contractor for disposal or a removal fee will be charged to the unit owner.
 9. Garbage must not be left in the hallways, balconies, or common areas of the building at any time.
 10. All recycled materials must be carried to the recycling containers located behind the building next to the dumpsters. Do not put Blue Bags in the garbage chute of trash compactor.

L. Security

Total building security is only as strong as its weakest link. **DO NOT BE A WEAK LINK FOR 1250 W VAN BUREN STREET.** Residents shall use their best efforts to insure the security and safety of the building and its residents. Remember! This building is home to many people.

All residents are responsible for adhering to the following cautionary measures.

1. Do not admit strangers into the building or allow them to enter the building without proper credentials. Persons not able to present an entrance door key are required to wait to be buzzed into the building by the person they are visiting.
2. Residents shall verify, on their intercoms, the identity of the person buzzing before allowing them to enter.
3. Unsupervised building access should not be given to repairmen, workmen, part-time domestic help, or others who do not live in the building without the prior consent of the Board or the Property Management Company.

4. All common element doors must remain closed and locked at all times. These include the front lobby doors, rear double doors, bike/storage room doors, and doors/gates accessing the parking areas.
5. Residents are to make certain that doors lock firmly behind them when entering or exiting the building. If a common element lock is broken or missing, inform the Property Management Company immediately.
6. Suspicious activities or prolonged nuisances are prohibited in common areas and should be reported to the Property Management Company, the Board, and the Chicago Police Department.
7. Doors propped open to bypass security are not permitted. A fine will be issued to the owner of the offending unit.
8. All lost or stolen key fobs for the building access control system are to be immediately reported to the Board or the Property Management Company.
9. Tampering and/or damage to electronic access control equipment will be subject to a fine of \$500 plus the cost of repairs. Violators are subject to prosecution.
10. Tampering and/or damage to electronic video security system will be subject to a fine of \$500 plus the cost of repairs. Violators are subject to prosecution.

M. Display of American and Military Flags

1. A unit owner may display an American flag or a military flag, or both, on or within the unit or the limited common elements assigned to the unit owner's unit or on the immediately adjacent exterior of the building in which the unit of a unit owner is located. A unit owner may, at his or her sole cost and expense, place a flagpole for the display of the American flag or a military flag, or both, on or within the unit or the limited common elements assigned to the unit owner's unit on the immediately adjacent exterior of the building in which the unit of a unit owner is located. As used herein, "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but an "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping or decorative component. As used herein, A "military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but a "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping or decorative component. This does not construe that we (the Association) allow any permanent modifications to the limited common elements or the exterior wall of the building.

2. No flag shall obstruct or interfere with another unit owner's use and enjoyment of his unit or limited common elements.
3. No unit owner shall place a flag or flagpole on the immediately adjacent exterior of the Building in which the unit of a unit owner is located without the prior written permission of the Board and a showing that the installation of a flag or flagpole on the limited common elements assigned to the unit owner's unit is not practical or feasible. Said unit owner shall be required to provide the Board with a detailed description of the installation, the location, the method of mounting and the materials proposed to be used.
4. No unit owner shall permanently install a flagpole on the limited common elements assigned to the unit owner's unit without the prior written permission of the Board. Said unit owner shall be required to provide the Board with a detailed description of the installation, the location, the method of mounting and the materials proposed to be used.
5. The Board may require a unit owner to remove any installations upon the sale of the unit.
6. The Board may adopt additional rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and a board may adopt additional rules and regulations regarding the placement and manner of display of a military flag.

N. Deliveries, Packages, Bulk Items

All large deliveries such as furniture, appliances, construction materials, barbecue grills, large plants (including Christmas trees) must be brought in through the rear double doors (i.e. loading dock) and transported via the rear (east) freight elevator.

1. Residents and delivery people are not allowed to transport any item through the front entrance, front lobby, west elevator, or west stairway (Van Buren and Throop) that exceeds the total linear dimensions (length + width + height) of 84 inches and/or 50lbs in total gross weight.
2. Each unit owner is responsible for the cost of repair for damages incurred by delivery people.
3. Improper deliveries may result in the imposition of fines.

O. Hallways and Stairwells

Residents are reminded that the City of Chicago fire code requires that all hallways and stairway areas be kept free of all stored items and debris. Stairway and unit doors are to remain closed at all times. Shoes, boots, strollers, toys, etc. are not to be kept in the halls. All doormats are to be removed. It is necessary that these areas be kept safe and clutter-free so as not to interfere with carpet cleaning, move-in/out activities, or emergency procedures. The Board will remove any such articles after not less than three (3) days written notice to the owner has not effected its removal.

Any such items will be disposed of by the Association and the Association, the Board and the Property Management Company shall have no liability to any person for the removal and disposal of such property. Cost of removal and disposal will be charged to the unit owner.

1. Residents and/or vendors are not allowed to distribute handbills or literature of any kind by means of slipping such materials under unit doors. (This does not include any notices distributed by the Board or the Property Management Company as a means of information to owners.)
2. Food and beverage refuse must not be left in any hallway, common area, or limited common area.
3. No rollerblades, ice skates, or cleated shoes may be worn in the common areas within the building.
4. Playing and loitering are prohibited in the lobby, hallways or common areas of the building.

P. Elevators

1. City Ordinance does not permit smoking or carrying of lighted smoking materials in the elevators.
2. Elevators are not to be detained or held unless approved by the Property Management Company.
3. Vandalism or other damage to the elevators will be charged to the responsible unit owner.
4. In case of fire, do not use the elevators. Use the stairways.

Q. Bicycles

An area for bicycle storage has been provided in the storage room located on the first floor. All units are entitled to the use of one bike hook in the bike/storage room. Additional bike hooks may be available to unit owners upon request and/or availability on a first come, first serve basis. In the event that a unit owner is permitted to use multiple bike hooks, the Board may reassign the use of such bike hooks to accommodate the needs of a unit owner to whom a bike hook has not previously been assigned. Bicycles stored in the storage area must be taken in and out of the building through the rear double doors (i.e. freight entrance).

1. All bicycles must be registered with the Property Management Company.
2. All bicycles stored in the first floor storage room must be hung on a bike hook and clearly display the registration sticker provided by the Property Management Company. Bicycles in the storage room without a permit will be removed.
3. Bicycles must not be stored in the hallways, stairwells, or balconies.
4. Bicycles are not allowed in the front vestibule (corner of Van Buren and Throop), the west elevator, or the west stairway.

5. All residents must use the freight entrance at the rear (east side) of the building when moving bikes in and out of the building.
6. Bicycles may not be stored in the parking garage.
7. Bicycles are not to be ridden inside the building.
8. The Board, the Association and the Property Management are not responsible or liable for any loss or damage to any items or bicycles stored or kept in the Storage Room. Bicycles are stored at the owner's risk.

R. Storage Room and Lockers

Each unit has been provided a storage locker in the first floor storage room. Unit owners are responsible for securing their own lockers. Nothing is to be left outside the locker. Any items found outside the lockers will be removed by maintenance. The Association assumes no responsibility for damage or loss of items stored in the lockers.

1. The Association, its employees and agents are not liable for any damage or loss for any reason including, but not limited to, fire, water damage or theft of any items stored in the lockers.
2. Any items left in the aisle or outside the locker will be presumed abandoned and disposed of by the maintenance staff with no prior notification. The Association, the Board and the Property Management Company shall have no liability to any person for the removal and disposal of such property the Cost of removal and disposal will be charged to the unit owner.
3. Flammable, corrosive, fireworks or any other hazardous or dangerous materials shall not be kept or stored in the storage locker. Residents will not store any items that are deemed controlled, hazardous, or illegal by municipal, state or federal law.
4. The lockers are not climate controlled and cannot be used to store perishable items.
5. Oversized items can be stored in designated areas to be assigned after application to the Board. Assignments will be on a first come-first served basis. Items stored without prior approval will be discarded without notice. The Association, the Board and the Property Management Company shall have no liability to any person for the removal and disposal of such property the Cost of removal and disposal will be charged to the unit owner.
6. The Board, the Association and the Property Management are not responsible or liable for any loss or damage to any items or bicycles stored or kept in the Storage Room or Storage Lockers. Personal property is kept and stored at the owner's risk.

S. Remodeling, Construction, Structural Changes to Units

Given the age and type of the building, remodeling must be done with great care.

1. The Unit Owner must supply the Board with a detailed proposal and/or plan of the proposed work at least 30 days prior to the commencement of work. The proposal should describe the entire scope of the work including all structural changes. The submission requirements for drawings shall include a scaled floor plan, construction details, structural and mechanical plans (if applicable), specifications of finish materials, demolition plans, name of contractor, and schedule for completion of the work. If it is determined by Management that the work will be extensive, the Board may refer the plans to outside engineers or architects, and the Owner shall be responsible for any costs incurred for such services.
2. The work shall not proceed without the prior written consent of the Board or its authorized representative. Once consent has been granted, a deposit of \$500 in the form of a cashier's check made out to the Property Management Company will be required before any work may commence.
3. The Association's authorized representative may also make periodic inspections of the construction work to determine whether such work is in accordance with the requirements of this Agreement. Owner agrees, at Owner's sole cost and expense, to cause to be corrected any work that deviates from such requirements. Owner shall promptly pay on demand (or reimburse the Association for) all fees and costs of the Association's architect/engineer in connection with the Project.
4. Prior to the commencement of any Project work, Owner shall provide the Property Manager with copies of signed contracts with all contractors and subcontractors. All contracts let by Owner in connection with the Project shall contain the agreement of the contractor, subcontractor or material-man that labor done or materials and services furnished in connection with the Project shall not create or give rise to any lien against any portion of the building other than the Unit. All contractors and sub-contractors must be licensed. A copy of the license should be included with the application for renovation.
5. Project Plans calling for plumbing, electrical, structural, or HVAC work shall be prepared by a licensed architect, and shall include a written statement and representation from the preparing architect that the Project will, when completed in accordance with the Project Plans, meet all City of Chicago Municipal Code requirements.
6. All work relating to the Project shall be performed in strict compliance with all applicable laws, ordinances, rules and regulations of federal, state, county and municipal governments or agencies now in force or that may be enacted hereafter.
7. Owner's contractors shall coordinate use of the elevators with the Property Management Company. Owner agrees to reimburse the Association for any out-of-pocket costs and for any damage or unusual or extraordinary maintenance to the elevators. Owner and Owner's contractors may not store any supplies, materials or tools in common areas or on balconies. Owner shall

- not permit any materials, chemicals, paints or other substances of flammable or hazardous nature to be stored on or about the Unit or elsewhere in the building.
8. Owner shall not create, suffer, or permit to be created or to be filed against any portions of the property, other than the Unit, any lien for labor done, or materials and services furnished in connection with the Project, and Owner agrees to indemnify, defend, and hold harmless the Board and the Association from and against any and all claims, costs, charges, disputes, expenses, encumbrances or liens arising out of the Project, including reasonable attorney's fees.
 9. Owner hereby agrees to indemnify, defend and hold harmless the Association, the Board, and its officers, directors, employees, managing agent, agents and architect/engineer from any and all claims, costs, charges, disputes, judgments, damages, expenses (including reasonable attorney's fees) whatsoever related to, or arising out of, the Project.
 10. Building permits, if required by the City of Chicago, are the responsibility of the unit owner. The building permit must be posted as required by Chicago Building Code. Any damages caused to common elements during construction are the responsibility of the unit owner, and the cost of repair or replacement will be deducted from the deposit. If these costs exceed the deposit the unit owner will be assessed accordingly and added to the unit owner's account.
 11. All work must be scheduled with the Property Management Company so that arrangements can be made with maintenance personnel to have the freight elevator prepared and available. All construction material and equipment are to be brought into the building via the rear double doors (i.e. freight entrance, loading dock). Work is permitted in a unit between the hours of 8:00 a.m. - 7:00 p.m. weekdays, 10:00 a.m. - 7:00 p.m. weekends.
 12. Written notice should be provided to adjacent unit owners (including those units above and below) so they are aware of the nature of the work that is to take place. Unit owners should be present to admit contractors or workmen scheduled for the job. Key fobs provided to third party workmen must be coordinated through the Property Management Company.
 13. All debris is the responsibility of the unit owner and must be removed from the premises and disposed of by the workmen or the unit owner. The maintenance staff will not be responsible for removal of debris. Cost of debris removal and/or clean up incurred by the Association will be deducted from the deposit. Construction debris shall not be placed in dumpsters used by the building.
 14. All contractors hired must be properly insured for general liability, property damage, and workmen's compensation. Not less than three (3) days prior to the commencement of any Project work, each contractor and sub-contractor shall deliver the Board's property manager with a Certificate of Insurance (ACORD), in form and substance satisfactory to the Association, naming as additional insured or loss payee, "The Vanguard Lofts Condominium Association and its officers, directors, employees, and agents and the Property

Management Company”. Such certificates of insurance shall be maintained in full force and effect during the course of construction and shall include (a) workers compensation insurance covering all persons engaged in the Project work in the statutory amounts, and (b) comprehensive general liability insurance in an amount not less than \$1,000,000 per person per occurrence for bodily injury and \$3,000,000 per occurrence for property damage. All such certificates shall state that insurance coverage cannot be canceled or modified upon less than ten (10) days prior written notice to the Association.

15. Owners may never alter the common elements without Board approval. Such approval may require a vote of the entire ownership. If such vote is required, it is the unit owner’s responsibility to notify and seek approval from the unit owners in accordance with the Condominium’s documents and the Illinois Condominium Act.
16. If a unit owner fails to request approval for structural or mechanical remodeling and/or fails to schedule such work with the Property Management Company, the Board may, at its own discretion, assess a fine of \$500 against the unit owner and require work to cease until the plans have been reviewed.
17. If an owner is not sure if remodeling plans require approval by the Board, the owner may call the Property Management Company for guidance.
18. In order to maintain visual consistency in the corridors of each floor, residents who wish to change the door hardware for their corridor door must use hardware with a brushed nickel finish to match the existing finish for the portion of the hardware facing the corridor.
19. Utility shutdowns require 48-hour notice to the Property Management Company.
20. Unit owners shall be responsible for ensuring that the contractor lays drop cloths or other protection on top of the corridor carpeting during hours when tradesmen are coming to the Unit to prevent dust, dirt, or damage to the carpeting. The protection must be removed at the end of each working day and all debris collected by the cloths removed also.
21. To prevent construction dust from entering other Units, kitchen and bathroom vents are to be sealed while construction is in progress. If using the balcony windows for ventilation care must be taken so that dust does not accumulate on a neighbor’s balcony.
22. In order to maintain the integrity of the facade, no physical alterations to windows and balconies will be allowed.
23. Proper attire must be worn by workmen at all time in common areas. Workmen are not allowed to congregate in the common areas of the building.
24. Unit owners are responsible for contractors and subcontractors. Any violations of the Declaration or of these Rules and Regulations.
25. Any Unit Owner who wishes to install hard surface flooring in any room must install a Management approved sound absorbent under cushion to prevent

noise transmission to other Units. The FHC Coefficient of any sound absorbing material installed must be a minimum of 50.

T. Moving Procedures

Both parties of a move in / move out must inform and schedule the move with the Property Management Company at least 2 days in advance. Moves must be coordinated with the Board, Property Management Company, building security, and the maintenance engineer. Unscheduled moves will not be permitted. A fine up to \$250 will be assessed for any unscheduled move in / move out. Moves will be scheduled in 3-hour increments as follows:

- Monday through Friday: 9-12 noon, 12-3 p.m., 3-6 p.m.
- Saturday and Sunday: 9-12 noon, 12-3 p.m., 3-6 p.m.

All moves must be completed by 6 p.m. Monday through Friday and 6 p.m. Saturday and Sunday.

These cut-off times will be strictly enforced. If your move is not completed within the time frame allotted, the move must be rescheduled for another date and time with the Property Management Company.

A move in/out deposit of \$400 in the form of a certified or cashier's check made out to the Property Management Company is required for full unit moves. The \$400 deposit is refundable upon inspection of the common elements by a Board member or Maintenance Committee member upon completion of the move. Costs for any damage to the common elements caused by the move will be deducted from the deposit. If damage should occur that exceeds the \$400 refundable deposit, the unit owner will be billed the additional expense.

All moves regardless of size must come through the rear double doors (i.e. freight entrance, loading dock). Under no circumstances will items be allowed in through the front entrance of the building.

Only the rear (east) freight elevator may be used for moves. The elevator will be secured and held for scheduled moves in 3-hour increments as detailed above. Padding on the elevator walls must be used for all moves. The maintenance engineer will install the pads.

Boxes from the move must be broken down and discarded in the building's dumpster located by the loading dock. Boxes that have not been broken down are not to be placed in the dumpster. Under no circumstances shall boxes be disposed of via the garbage chute; boxes are not to be left on the chute room floor.

The unit owner or lessee must remove any and all debris from a move. Failure to cleanup and/or remove debris will result in a deduction from the deposit.

Vehicles used for moves (i.e. vans, trucks, cars, etc.) are allowed to use the loading dock for loading and unloading only.

U. Unit Sales & Leases

Unit Sale:

1. Unit owners must notify the Board, via the Property Management Company of the closing of the sale of a unit not less than thirty (30) days prior to the scheduled closing date.
2. No sale shall close without the payment of all past-due assessments and other charges due to the Association and no paid assessment letter shall be issued by the Board in the event that all assessments and other lawful charges are paid in full.
3. For each unit sale, the following shall be provided to the Board:
 - a. A copy of the sale contract.
 - b. An application from each person buying the unit (available from the Property Management Company).
 - c. A \$50 processing fee payable in advance to the Property Management Company.
 - d. After closing, the new unit owner shall provide the Board with a copy of the closing statement (RESPA/HUD-1).
4. The Property Management Company will not issue a paid assessment letter in connection with any sale unless all of the items required in Section 3(a), 3(b), and 3(c) are provided.

Unit Lease:

1. All leases shall be in writing and shall be for a period of not less than six (6) months.
2. Any lease shall provide that it is subject to the terms, conditions and provisions of the Declaration and of these Rules and Regulations and the tenant shall agree in writing to abide by the same.
3. The tenant shall sign a form in which the tenant acknowledges receipt of the Declaration and these Rules and Regulations and agrees to be bound by and abide by the same _ ("the tenant Acknowledgement").
4. Each unit owner shall provide the tenant with a copy of the Declaration, including amendments, together with a copy of these Rules and Regulations, as the same are amended from time to time.
5. Each Tenant shall complete a form that provides contact information. These forms are available from the Property management Company.
6. Unit owners shall provide a copy of the signed lease or rental agreement, together with the Tenant Acknowledgement, to the Board no later than the earlier of the date of occupancy or ten (10) days after the lease is signed.
7. Tenants are subject to the requirements relating to moving.

8. Each tenant shall be required to obtain insurance to cover his or her personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of the tenant or his or her guests, residents, or invitees, or regardless of any negligence originating from the unit. The personal liability of a tenant must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. If the tenant does not purchase or produce evidence of insurance requested by the Board, the Board may purchase the insurance coverage and charge the premium cost back to either the unit owner or the tenant. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.
9. Any violation of these Rules and Regulations relating to leasing shall subject the unit owner to a fine of \$500.
10. Each lease shall be subject to a \$25 processing fee payable to the Property Management Company.

V. Insurance Information

1. Association Insurance Company

As required by the Act, the Association has insurance coverage for all of the common elements of the building. This includes fire and other damage coverage, and liability insurance. Each unit owner is responsible for securing appropriate insurance coverage for his/her unit and property. For a certificate of insurance, please call the Property Management Company.

2. Mandatory Owner Insurance

Each unit owner shall obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of the owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the unit. The personal liability of a unit owner or association member must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. If the unit owner does not purchase or produce evidence of insurance requested by the Board, the Board may purchase the insurance coverage and charge the premium cost back to the unit owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

Unit owners or their agents may contact the Association's insurance company to find out what the association covers and what your coverage needs to include.

The insurance carried by the Association covers only the common elements which include fixtures located within the unfinished interior surfaces of the

perimeter walls, floors, and ceilings of the individual units initially installed by the developer. The common elements exclude floor, wall, and ceiling coverings.

The insurance carried by the Association does not cover::

- a. "Improvements and betterments" which consist of all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by unit owners.
- b. Personal property such as furniture, clothing or other items located within a unit or within the common areas.
- c. Any other items not constituting a common element as defined above.
- d. Damage caused to another unit or common elements due to negligence or actions of a unit or occupant.
- e. Breakage of windows exclusively serving a unit.

For specific information concerning the Association's insurance coverage, please contact the Association's insurer directly.

W. Building Maintenance and Services

If there are problems with common area repair, maintenance or cleaning, please call the Property Management Company.

X. Service Employees

The personnel employed on behalf of the Association have the responsibility for the maintenance of the common elements only. They may not perform private work for owners during their regular working hours, except insofar as the work as it affects common elements, and they are not obligated to do private work in their off hours.

If an owner employs a maintenance person for private work, the terms under which this work is done are to be arranged between the employee and the owner. The Property Management Company, the Board and the Association accept no liability for repair work privately arranged. All owners should carry liability insurance in case of injury to a workman and insure that their workers are also insured.

Names of contractors may be obtained by calling the Property Management Company. However, the unit owner is solely responsible for determining the contractor's qualifications and the Board and the Property Management Company assume no liability for "negligent referral" or for any damages or losses sustained as a result of the worker performed by any such contractor.

Y. Fire Safety, Power Outage, Severe Weather, Etc.

All Residents shall maintain a functioning smoke detector in each Unit. Non-functioning smoke detectors will be repaired or replaced at the Unit Owner's expense if reported to be inoperative.

Under Illinois law, a carbon monoxide (CO) detector must be installed in each Unit. These should be placed in an area where, if sounded, would be easily heard throughout the Unit.

THE FOLLOWING MATERIALS CONTAINED IN THIS SECTION ARE RECOMMENDATIONS AND EACH UNIT OWNER AND TENANT IS RESPONSIBLE FOR HIS OR HER OWN ACTIONS. THE ASSOCIATION, THE BOARD AND THE PROPERTY MANAGEMENT COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE TO ANY PERSON FOR ANY LOSS OR LIABILITY CAUSED AS A RESULT OF FOLLOWING OR FAILING TO FOLLOW THESE RECOMMENDATIONS.

SAFETY PROCEDURES ARE GENERALLY AVAILABLE FROM A VARIETY OF SOURCES, INCLUDING ON-LINE, AND EACH RESIDENT SHALL BE RESPONSIBLE TO FAMILIARIZE HIMSELF OR HERSELF WITH APPROPRIATE SAFETY PROCEDURES.

Fire Safety

1. In case of FIRE or other emergency, telephone 911, and provide the 911 operator with the nature of the emergency or the building address.
2. All residents of the building who are not affected by fire or smoke should remain in their unit unless the evacuation order is given by the Chicago Fire Department.
3. Feel the loft front door. If it is hot, do not open it.
4. If it is necessary to leave a unit, put a foot against the door and open it a quarter of an inch to see if any smoke is in the hallway. If there is any evidence of smoke, DO NOT OPEN THE DOOR.
5. If the smoke is heavy or if it is entering the unit, seal the bottom of the door with wet towels.
6. If the hallway is usable, go to the closest stairwell. Do not use the elevator. It is imperative that the elevators remain available for use by the Fire Department.
7. After evacuation, congregate at the Northwest corner of Van Buren and Throop streets.
8. Remain calm, act slowly and think twice. Panic is the greatest danger and may cause more problems than fire.
9. The Chicago Fire Department recommends that all residents have a battery-operated radio, flashlights, candles and masking tape available in case of an emergency.
10. Fire extinguishers are available in each of the hallways. These are inspected annually to be sure they are in good working order.

Power Outage

1. In case of a power outage in the building there are emergency power lights in the hallways and stairwells. The stairwell lights are powered by battery packs and last approximately one hour.
2. In the event of a power outage, the access control system has a four (4) hour battery backup. If the power outage exceeds four (4) hours and the battery reserve is fully depleted, the system will revert back to the use of manual locks.
3. Owners/residents should contact Property Management Company in the case of an extended power outage. A security guard will be dispatched to the property with keys to the facility allowing owners/residents to get in and out of the building. Once the power has been restored, the system will return to normal operation.

Severe Weather

1. Listen to the local radio and TV stations for current weather information. Residents should be aware of severe weather, such as tornados and severe winter weather.
2. If damage occurs to the building during a severe weather, promptly notify the Board or the Property Management Company.

Natural Gas Leak:

If you smell a gas odor within your unit:

- It could mean a pilot light is out on your stove, fireplace, furnace or other appliance and needs to be relit.
- If the odor is near a stove, it could be that one of your burners is unlit. If you need to relight your pilot but don't know how, call a qualified technician to relight the appliance.
- If you still can't find the source of the smell, open the windows and doors, leave your home immediately and call 911 to notify the fire department of a possible natural gas leak.
- Do not operate any appliances or turn any light switches on or off.
- Do not use any matches, lighters or other open flames. Do not smoke.

If you smell a strong gas odor anywhere in the building:

- Leave the building immediately and call 911 to notify the fire department of a possible natural gas leak. Do not assume someone else made the call to 911.
- Notify other residents near the source of the possible leak of the problem.
- Do not attempt to relight a pilot light.
- Do not operate any appliances or turn any light switches on or off.
- Do not use any matches, lighters, or other open flames. Do not smoke.

Z. Attorney's Fees and Litigation Expenses

In the event that any unit owner, tenant, resident, occupant, invitee or guest files a complaint, counterclaim, charge, lawsuit or any other action in any court of law or before any federal, state or local department, commission, agency or other administrative or governmental body (hereinafter "Action") against the Board, or any member thereof acting in his or her capacity as a Board member, the Property Management Company or the Association (hereinafter "Association Defendant"), and the Association Defendant is the prevailing party in such Action, then the Association Defendant shall be entitled to recover attorney's fees, court costs and all other expenses incurred or expended in the defense of the Action from the unit owner and, if applicable, any tenant, resident or occupant.

In the event that an Association Defendant is made a party to any Action as a result of any act or omission of any unit owner, tenant, resident, occupant, invitee or guest, any attorney's fees, court costs and all other expenses incurred or expended by the Association Defendant in connection with said Action shall be assessed against the unit owner and, if applicable, any tenant, resident or occupant.

This section shall apply to any Actions pending as of the date of adoption of these Rules and Regulations; provided, however, that only those attorney's fees, court costs and other expenses incurred or expended after the date of adoption of these Rules and Regulations shall be recoverable.

This section shall also entitle the Association to recover any attorney's fees, court costs and all other expenses that it has incurred as a result of any duties or obligations that it has or may have to defend or indemnify an Association Defendant.

Any attorney's fees, court costs and all other expenses assessed pursuant to this Section shall be added to, and deemed a part of, the unit owner's respective share of the common expense.

The liability of the unit owner and his or her tenant, resident or occupant under this section shall be joint and several.

AA. Requests for Exceptions to the Rules and Regulations

Exceptions to the Rules and Regulations may be made only in writing, signed by the Board following a written request by an Owner. Any exceptions to the Rules and Regulations allowed by the Board shall be on a case-by-case basis after consideration of all relevant facts and circumstances.

Any exception to these Rules and Regulations shall in no way be binding upon the Board in considering subsequent requests for exceptions to the Rules and Regulations. Any exception to the Rules and Regulations shall not be construed to be a waiver by the Board of the Board's right to enforce the Rules and Regulations at a later date.

Under no circumstances shall the Board consider any requests for exceptions of any provision of the Declaration unless the same shall be expressly permitted by the Declaration.

BB. Miscellaneous

1. No artwork, posters, seasonal decorations, or other hangings placed on the walls of hallways, elevators, stairways, or any common areas, without the prior written approval of the Board. There shall be no responsibility of the Association, the Board or the Property Management Company for any loss or damage to any items placed in the common areas.
2. Owners must be responsible in keeping their units in such a manner as not to pose any safety or health hazard or increase the rate of common insurance.
3. Owners must provide adequate security at unit entrances and at storage lockers, including locks for the storage locker.
4. Owners are responsible for properly securing their ground level accessible windows.
5. Nuisances from within a unit are prohibited and any unit owner or tenant causing a nuisance should be reported to the Board or the Property Management Company.
6. Unit occupants must provide home, work, and emergency telephone numbers to the Property Management Company and the Board.
7. All dryers in the building ventilate to the interiors of the units. Residents shall provide lint traps as required by Chicago Building Code at the termination of all dryer exhaust ducts to contain dryer lint from collecting within the unit. The lint contained within the traps should be emptied prior to each load to prevent lint accumulation. Residents should be aware that accumulated lint poses a fire hazard as it is easily combustible.
8. Fastening of any items to the exposed wood beams or wood decking using a permanent fastener such as screws, bolts, or nails can reduce the structural capacity of the building and is prohibited.
9. Residents shall maintain Units in such a manner that noxious odors, smoke, pests or other offenses do not affect neighboring units or the common elements.
10. Residents shall maintain Units in such a manner that plumbing is free from leaks. Residents shall not use chemical drain openers to unplug clogged drains. In the event of clogging or flooding, residents shall report the situation immediately to Property Management.
11. If leaving a unit for an extended period of time during the winter months, turning off the heat is prohibited. Doing so may result in frozen water lines and sprinkler piping. Damage caused by a frozen water line or sprinkler piping is the responsibility of the unit owner. This includes any damage done to adjacent units. Residents leaving their unit for an extended period of time during the winter must maintain a minimum temperature of 55 degrees in their units.
12. Unit Owners must properly maintain heating and air-conditioning equipment. Air-conditioning condensate pans and tubing must be inspected prior to each

air-conditioning season in the spring. To ensure proper operation, air filters should be periodically replaced according to manufacturer's recommendations.

13. All Residents shall maintain a functioning smoke detector in each Unit. Non-functioning smoke detectors will be repaired or replaced at the Unit Owner's expense if reported to be inoperative. By City Ordinance effective 1-1-2007, a carbon monoxide detector must be installed in each Unit. These should be placed in an area where, if sounded, would be easily heard throughout the Unit.
14. No items shall be secured to the sprinkler piping within each unit. Sprinkler heads are not be painted.

Appendix I

- Rules and Regulations Agreement Form
- Witness Violation Complaint Form
- Access Control System Key Fob Request and Schedule Change Form
- Master Owner Information Sheet
- Annual Pet Agreement and Registration Form
- Bicycle Registration Form
- Construction and Renovation Application
- Rental Restriction Rules, Regulations, and Application
- Unit for Sale Information
- Pending Unit Sale Information
- Board Candidate Form