

740 Fulton Condominium Association

Rules & Regulations: Last updated 12/23/2009

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INTRODUCTION

The Board of Directors has adopted the following Rules and Regulations for all persons living at 740 Fulton Condominium, Chicago, Illinois 60661, including unit owners (both resident and non-resident), guests and tenants. Upon purchase of your unit, you agreed to abide by all of the covenants and restrictions set forth and contained in the Declaration of Condominium Ownership ("Declaration"), Bylaws and Rules and Regulations. In addition to these Rules and Regulations, additional restrictions and other provisions relating to ownership and occupancy of units at 740 Fulton Condominium are also set forth in the Declaration and Bylaws, which are binding on all unit owners and residents, whether or not re-stated in the Rules. Should the Board adopt any other changes in these Rules and Regulations, or vote to amend the Declaration, you will be provided a copy of such changes. To make 740 Fulton Condominium a premium residential building, residents are encouraged to be proactive about compliance with these Rules and Regulations. If you are aware of individuals who violate them, you may present a Violation Complaint Form to Security, or to the Management Office, who will give a copy to the Board. (Violation Complaint Forms are available in the Management Office). Verbal Complaints will not be considered by the Board of Directors except in situations where time is of the essence.

I. ENTRY PROCEDURES

- All residents are responsible for immediately reporting any problems or suspicious activities to the front desk or if no one is available, to the property manager.
- Unless the door attendant recognizes the resident, the resident shall use his or her key.
- A resident must approve the entry of any non-resident before access is permitted.
- Unit owners are encouraged to leave duplicate keys to their unit with the Property Manager. Keys will be deposited in a locked cabinet in the Management Office. These keys will be used for emergency purposes only (water leaking, etc.) and shall not be used to gain entry for any other purpose.
- Unit owners who fail to provide a duplicate key will be assessed the full cost of all materials and labor required to open the door. This includes but is not limited to creating an operable key for the unit. If a door or door frame is damaged while attempting access the space this will also be charged to the unit owner.

2. LOBBY

- The lobby is intended to be a welcoming space for residents and their guests. Everyone is expected to help maintain the lobby in first class condition.

- No one may use in-line or other roller skates in the lobby. Skates should be put on and off in the outer lobby before entering or leaving the building.
- Bicycles are not to be brought in or out through the lobby.
- Pets should be taken through the lobby only if absolutely necessary. At such time the pet should be hand carried, muzzled or kept in a carrier.
- Large objects or furniture deliveries may not be moved through the lobby. See Move In/Move Out procedures.
- Anything larger than can be hand carried has to be brought in through the receiving dock or garage.

3. COMMON ELEMENTS

- The common elements rules affect all areas not within your unit.
- Residents should immediately report any housekeeping or maintenance problems to the management office.
- All residents are responsible for keeping the common areas outside of their door free of litter, trash and construction materials (trash and construction materials may not be stored outside your door even temporarily). Entry mats and other personal belongings such as but not limited to shoes, umbrellas and strollers are NOT permitted outside units (hallway, stairwells, etc.) as it is a requirement per the City of Chicago Fire & Safety Code. The exception to this is religious fixtures such as Mezuzahs.
- Except as permitted by law, no resident may attach a sign, awning, or other object to any common element wall, door, window, or balcony with the exception of holiday decorations which must be removed within 15 days following the holiday. Any alteration in the appearance or operation of common elements is prohibited except as specifically approved by the Board. Except, as otherwise expressly permitted by applicable law, no exterior mounted radio or television antennas or satellite dishes may be installed. The details of any such installation permitted by applicable law must be approved in advance by the Board.
- The exterior appearance of unit windows, doors, balconies and/or walls may not be altered in any way. The Board may authorize a permanent attachment of an object to a door and/or doorframe; however, the unit Owner will be liable for the cost of repairing and/or maintaining such structure thereby.
- Residents are financially responsible for any damages to the common elements they or their guests cause. This includes damages to a common element or to personal property resulting from items or substances thrown, dropped, or spilled from any balcony. Such damages will be charged to the unit owner who is responsible. The amount of the damages will be determined by the Board pursuant to any estimated repairs that are deemed necessary.
- Smoking, eating, drinking, and music playing are not permitted in common areas unless such area is noted otherwise.

4. NOISE

- No noxious, unlawful or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or has become an unreasonable annoyance or nuisance to the other unit Owners or Occupants or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.
- Sound transmission from one unit to another can be a problem. Therefore, all residents will need to take some precautions in order to be a good and reasonable neighbor. No resident may create any noise as to be considered a nuisance. The Board suggests the following to ensure that everyone can enjoy their diverse schedules and lifestyles.
- Do not put stereo speakers directly on the floor, and use low bass.
- Use headphones if you like your music or television loud.
- Check to be sure your music unit is not touching the wall, as this will transmit sound to your neighbor.
- Consider using a layer of foam between speakers and wall unit or floor.
- Dog owners are to ensure that barking is minimized and controlled.
- If you are having a party, please be sensitive to the time of day and keep noise to an acceptable level. When possible, inform your neighbors ahead of time and provide them contact information. If you are disturbed by loud noise transmitting from one of your neighbors, try bringing it to the offender's attention first, if not resolved; report it to the front desk security or the Management Office.
- Reasonable levels of noise are permitted 9am - 10pm Sunday - Thursday and 9am - 11pm Friday and Saturday. After these hours excessive noise is subject to fines.

5. BALCONIES

- Balconies, although private, are open spaces of which others are likely to be affected by your activities, (ex. loud voices, smoke, unreasonably loud radio playing, etc.) Always assume there is someone above, beneath or beside you, and try to keep noise to acceptable levels.
- Charcoal and wood burning grills are prohibited by the Association and the City of Chicago. Gas grills should not be left unattended while on.
- Window box-type planters must be placed inside the railing and secured properly to withstand high wind conditions. Violators are subject to fine.
- Hanging of any articles including sheets, blankets, laundry, banners, advertisements, or notices of any kind are prohibited.
- Bicycles may not be kept on balconies.
- Balconies may not be used for storage of any kind.
- Pets are not allowed to be kept for any length of time on a balcony. In addition, balconies are not to be used as a pet run or any kind of littering / dumping ground what-so-ever.
- All items stored on the balcony must be of sufficient weight or secured (tied down) to withstand strong winds.
- No debris may be discarded off the edge of the balcony during the course of the cleaning and/or maintenance process.

- Residents are responsible for any damage to their and other units caused by their negligence from balcony use.
- No litter of trash may be thrown or otherwise ejected off the balcony to include cigarettes or cigarette butts. Violators will be fined.

6. GARAGE

- Each and every parking space in the garage is a privately owned condominium parking space unit and each parking space unit has specific boundaries on all four sides as shown on the plat of survey recorded in the Declaration.
- Garage rules are intended to provide clean, safe parking for residents. The 740 Fulton Condominium Association and Management Company are not responsible for damage, losses, or vandalism to cars in the parking garage.
- Parking is permitted only in your assigned space, leaving adequate space for the use of adjacent parking spaces.
- Parking is not permitted in someone else's space without their permission, or any area not designated for parking. If you or your guests park anywhere other than your designated space, or leave a vehicle unattended in the dock area or other non-parking area, it will be towed immediately.
- Each parking space is to be used for the parking of a single vehicle except for those specified as tandem spaces. Scooters and motorcycles are permitted in addition to, or as an alternative to an automobile but should not be parked adjoining an automobile within the parking space. Residents with compact, eco friendly "Smart Cars" may park 2 cars in one spot tandem style if they fit within the outlined space.
- Owners of cars leaking oil or otherwise causing damage to the garage floor will be notified to clean up the spills or remove their cars. Cleanup of fluids, oil, or other litter is the responsibility of the owner. If not cleaned by the owner, cleanup expenses will be assessed to the unit owner, and if necessary, a fine will be assessed.
- Parking spaces may be leased only to other residents of 740 W. Fulton Condominium. Written notice of the lease arrangement must be provided to the Management Company. The vehicle of the lessee must be registered with the Management Company at the same time a copy of the executed lease agreement is submitted.
- Garage Units may not be used as additional storage space or for storage of any flammable material, as a public parking facility, a valet parking facility, an automobile repair, dealer, or car wash facility, a used or new car sales lot, or any other non-accessory use. Any vehicle parked in the garage must fit within the parking lines and may not protrude into the driving area.

7. TRASH REMOVAL

- All garbage must be wrapped in a plastic bag, securely tied and placed in the chute.
- No trash of any kind should be left on the trash room floor or in the hallway.
- No liquids, hazardous materials, or flammable objects can be thrown down the chute.

- Do not force trash down the chute. Large bags and boxes must be brought to the dumpsters on the 1st floor.
- Live holiday trees or live plants must be securely wrapped or bagged prior to transport to the dumpsters in the loading dock. All droppings must be cleaned up by the resident immediately.
- No trash or debris of any kind may be tossed, dropped or thrown from windows or balconies. This includes cigarette and cigar butts.
- No construction materials of any kind may be thrown down the chute. Special arrangements for removal must be made with the Management office and Scavenger. Yardage fees may apply depending on the size and/or type of object being discarded.

8. PETS

- Unit owners are allowed to keep animals of a breed or variety commonly kept as household pets as long as the pet:
 1. Is not kept or bred for commercial purposes
 2. Is kept in strict accordance with 740 W. Fulton Condominium's Rules
 3. Does not, in the judgment of the Board, constitute a nuisance to others.

Residents must register their pets with the Management office under the terms set forth by the Board of Directors.

- **Pet Registration:** a one-time fee of \$15 for each dog and cat will be assessed. Pet registration fees are intended to cover administrative cost associated with maintaining the pet database and monitoring owner compliance with pet rules and regulations. Violation of the pet registration rule is subject to fine.
- **Dog Fee:** an annual fee of * TBD for each dog will be charged. Fees are based on the wear and tear to common elements and the additional management clean up and waste handling caused by these animals. Pets also affect residents with pet allergies which requires carpet cleaning on a more frequent basis. This is an expense that should not be borne by all owners. Violation subject to fine.

* TBD - (based on calculation of additional costs / number of dogs) will be added as line item to 2010 budget

- Pets must be leashed (or caged / in animal carrier) and attended to at all times while in the common areas.
- Pets are not allowed in the fitness center at any time, violators are subject to fine.
- Residents are limited to two pets per unit (canine or feline). Owners with more than two pets prior to the Rules are considered grand-fathered; however, the new rules shall apply upon any

change to pet status.

- Pet owners shall ensure that animals not relieve themselves in common areas, stairwell, parking areas, balconies, on sidewalks in front of the building or against any part of the building structure. In case of an accident indoors pet owners are responsible for immediate cleanup. If an accident occurs on a carpeted area, the area is to be cleaned immediately and the front desk Security Staff and/or Management must be notified immediately. The pet owner will be responsible for the cost of professional cleaning, if required.
- Unit Owners are responsible for the behavior and actions of their guests pets, which are subject to all of these Rules.
- Violations of these Rules with respect to pets could result in possible legal action and pet eviction at the discretion of the Board of Directors.
- Pet owners should be cognizant of the other residents that may be allergic to animals or may be fearful dogs and/or cats. Please be courteous of other owners when using the elevators. Pets should be transported using the North elevator primarily and through the South elevator only if necessary. At such time a pet is transported using the South elevator it should be hand carried, muzzled or kept in a carrier. Misuse is subject to fine.

8. MOVE IN/MOVE OUT PROCEDURES

Every unit Owner/Lessor must provide the Board with a copy of a signed lease prior to occupancy by a renter. Buyers, Sellers and/or Lessor must give at least fifteen (15) days advance notice to Management, for any move-in &/or move-out. Elevator reservation requests for a Renter &/or new Owner move-in will not be granted unless the Lessor &/or Seller of the unit has first provided Management with a copy of the executed lease &/or sales documents (RESPA). Failure to notify Management of any new resident will result in being denied access to the building for the move. Only the loading dock may be used for moving. No moves are allowed via the lobby. Request all moving forms from Management Office. Seller/Lessor is responsible to have all parties fill out and return prior to move in/out.

The following information is needed:

- Date of move
- (Sale) Names and phone numbers of Buyer and Seller along with all sales transaction agreements.
- Name and certificate of insurance of moving company, including a contact person/resident who will be present throughout the entire move.
- (Rental) Names and phone numbers of unit owner, plus current and new renters (all paperwork must be submitted and approved by Management prior to this process).
- Unit owners to pay costs of tenant screening agency (background, credit checks) and submit the results to the Board of Directors.

9A. DEPOSITS

A payment of \$550.00 (two checks) must be given to the Management Office prior to move, payable to 740 Fulton Condominium. No moves may be scheduled without the following payments:

\$200 Non-Refundable Fee to cover security and maintenance.

\$350 Refundable Security Deposit to cover any possible damage to paint, walls, elevators, carpeting, left-behind trash, determined by the Management Company within seven (7) days after the move.

All moving boxes must be broken down and placed inside of the containers in the loading dock. No boxes may be put down the garbage chutes.

9B. MOVING HOURS

Weekdays 9 am to 5 pm; Saturday 9 am to 4 pm; Sunday CLOSED – NO MOVES OR DELIVERIES ALLOWED. Only the freight elevator may be used with pads (will be installed in the elevator at the time of the move/delivery). The freight elevator must be scheduled in advance with the Management Office (Property Manager). Moves are scheduled on a first-come, first-served basis. All moves are given a maximum of 4 hours. Requests for extra time/extra time slot must be given at time of initial move request. Management will determine whether extra time can be given, and the appropriate extra charge. There can be no unscheduled moves or deliveries. Unit owners are responsible for informing tenants that no unscheduled moves and/or deliveries are permitted (if tenant violates these rules it is the owner who will be held responsible).

10. RENT / LEASE OF UNIT

Obtain the lease packet from the Management Company. If an Owner has a unit for rent, it must be registered as such with the Management office, including listing all rents being charged and lease terms (six-month, one, two year or longer). Owner/Tenant wishing to change status of unit from owner-occupied to tenant-occupied must register the unit as such and fill out the forms.

The Owner is liable for all uncollected fees, damages and fines of a tenant. (It is highly recommended that Unit Owner have appropriate liability insurance as a landlord). The execution of a lease shall not relieve the unit owner of any responsibilities or owner's obligations under the condominium instruments or these Rules and Regulations.

10A. BEFORE A RENTER MOVES IN

- Unit Owner must deliver a complete set of 740 W. Fulton Condominium Rules to Renter. Said Rules shall be made a part of the Rental Agreement.
- Unit Owner must provide a copy of the completed, signed Lease Agreement to the Management Office.
- The Unit Owner must get from tenant and submit to management company a signed Statement that the tenant agrees to abide by the Declarations & By Laws and the Rules & Regulations of the Association.

10B. REGISTERING A NEW RENTER

Obtain the New Renter Form from the Management Company. Before a New Renter moves in, you must supply the Management Company with the following information, (this will be on the New Renter Form):

- Name (s), including all people living in unit (spouse, significant other, children)
- Pets, if any & fee paid if applicable
- Current address
- Current landlord, if currently renting
- Who Renter wishes Management to contact in case of an Emergency
- Contact Phone number
- Contact email address
- Vehicle: make, model, license, and Parking Space number (if applicable) or Motorcycle, make, model, license and whether it is under a cover
- Bicycle(s) (if applicable).
- Signed statement of acceptance of the 740 Fulton Condominium Rules and Regulations.
- Background and credit check information obtained from tenant screening data.

11. LEASE TERMS

Lease terms may not be for less than six months.

EXCEPTIONS:

- **House Sitters**
If you have a someone "house sit" your unit while you are away for any period of time, (vacation, business trip or assignment) please let the Management Company know their name(s) and regular home and business phone numbers. You must supply Management Company with your new address and phone numbers and estimated time you will be out of your unit.
- **Subleases**
All terms and notifications that apply to a tenant apply to a sublease tenant.

12. SALE OF UNIT

- Unit Owner must give Notice of Intent to Sell Unit no later than when a Realtor, Broker or Real Estate Company is selected.
- Unit Owner must supply names and phone numbers of Realtor, Broker, or Real Estate Company handling the sale, and a copy of the Sales Contract to the Management Office.
- Realtors or Unit Owner must give one-week notice of any Open House to Management Company so that Security may be informed.

- Open House Signs are prohibited anywhere on the property, including the lobby and front entrance to 740 W. Fulton Condominium. No For Sales Signs are allowed on the outside of the unit or on the balcony.
- All persons entering the building to view a unit must check in with security and the real estate agent must be called to escort the guests from the lobby to the unit before entry is allowed.

13. DELIVERIES

- Large deliveries such as furniture, appliances, construction materials, large plants including Christmas trees, or any item too large to carry by one individual, must be brought in through the loading dock and transported via the freight elevator.
- Deliveries requiring the freight elevator for more than ONE trip must be scheduled ahead of time with the Management Company. Unit owner is responsible for the cost of repair if damages are caused by these deliveries to the common elements, after inspection by the Management Company.
- The Resident will be called to come to the entry lobby to receive any delivery for food, flowers, prescriptions, or other personal items. If the resident is not home to accept the delivery, the front desk may accept the delivery provided it does not require payment, nor is it of a perishable nature, i.e. food, fruit, etc. This delivery will be kept at the front desk or may be moved to the delivery room and notification will be made to the resident regarding the delivery.

14. CARTS

- Cart(s) are provided off the mail room for the convenience of residents. They should be used with care, any damage to them or building surfaces should be reported to the Management Company.
- Carts must be returned promptly for use by other residents.
- Oversized or heavy items should not be transported in carts, as they will cause damage.

15. BICYCLES

- Bicycles must enter and exit through the garage. Bicycles may not enter or exit through the lobby. Bicycles may not be stored in any common area other than the designated Bicycle Room, but, they may be stored in ones unit or storage locker.
- Whenever possible, the freight elevator should be used for transporting a bicycle to ones unit. Any damage to carpeting or elevator surfaces will be the responsibility of bicycle owners causing such damage.

16. EXERCISE ROOM

- An Exercise Room is provided on the 2nd floor near the elevators.
- The use of equipment is on a first-come first-serve basis. Please limit the use of equipment to 30 minutes if others are waiting.
- All activities in the exercise room of The 740 W. Fulton Condominium Condominiums, including the use of any and all machinery, equipment and apparatus designed for exercise shall be at the risk of the resident. The Association shall not be liable to any person for any claims, demands, injuries, damages or actions arising out of the injury of any person or property due to or in connection with the use of these facilities. All residents hereby hold the Association, the Board of Directors, employees, agents and managing agents harmless from all claims that may be brought against them.
- Any personal trainers or other coaching personnel supervising the use of equipment in the Exercise Room may only provide services to residents, NOT visitors.
- While personal trainers or other coaching personnel may observe residents using equipment in the exercise room, they may not preclude other residents' use of other equipment during a session. They may not monopolize the use of the equipment during a session.
- No advertising or promotional signage is permitted in the exercise room without prior approval by the Board of Directors.
- Children under the age of 12 may not use the exercise equipment. An adult must supervise minors between the ages of 12 and 18.
- Proper work out attire required at all times (including shoes, shirt, pants or shorts)
- You are required to bring a towel to keep the equipment clean. Please wipe equipment after using.
- Remove all personal belongings and all litter after each visit.
- Only personal listening devices (MP3 player, I-Pod, Zune, etc.) equipped with earplugs or headphones are permitted.

17. STRUCTURAL CHANGES AND UNIT CONSTRUCTION

- Remodeling plans which include structural or mechanical (including plumbing or electrical) alterations to a unit must be submitted for Board approval before construction begins, including any changes/alterations intended to be made to the limited common elements.
- A \$500 deposit made payable to 740 Fulton Condominium, will be held by the Management Company and returned to the unit owner upon completion of construction provided no damage to any common areas has occurred.
- Any unit owner who contracts work which is not approved by the Board is subject to fines and/or legal action.
- All building permits necessary for construction must be obtained and displayed by the unit owner before construction is to begin. All contractors must provide the Management Office with

certificates of workmen's compensation insurance and liability insurance that names the 740 Fulton Condominium Association and unit owner as an additional insured.

- All electrical and plumbing work must be done by licensed electricians and plumbers.
- All approved work must be scheduled with the Management Office. Work is permitted between the hours of 8:00am and 6:00pm weekdays and 10:00am and 5:00pm Saturdays and Sundays. Written notice of construction work must be provided to all adjacent unit owners (directly above, below and adjoining) three days in advance of beginning construction.
- All workers must sign in and out at the front desk.
- Any damage to the common areas due to construction work on a unit will be repaired at the expense of the unit owner and will be deducted from the deposit. Any repairs, which exceed the deposit amount, will be billed to the unit owner.
- All construction materials must be transported from the dock area to the padded freight elevator to be brought to the unit. None may be brought in through the lobby.
- The contractor or unit owner, at the unit owner's expense must remove all debris resulting from construction work from the premises through the ground floor loading dock. No construction debris is to be placed down the trash chute.
- No construction is allowed which may infringe upon the uniformity of the common areas or building facade.
- All contractors are required to leave a copy of their Certificate of Insurance with the front desk personnel prior to commencement of work. Violations are subject to fine.
- Subject to Board approval and, when necessary, appropriate review by electrical, structural or mechanical engineers, and conditioned upon its acceptance by relevant federal, state, county, and municipal authorities, commercial rooftop antennas shall be exempt from the restrictions applicable to unit owners regarding antenna size, installation, construction, and placement as contained in Article 7, Sec. 7.1(o) of the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for 740 Fulton Condominium Association.

18. BUSINESS RULES

The Declaration states that "each Unit shall be used for residential purposes only". However a Unit Owner may: (i) maintaining their personal professional library therein; (ii) keeping their personal business or professional records or accounts therein; (iii) handling their personal business or professional telephone calls or correspondence there from; (iv) maintaining a computer or other office equipment within the Unit; or (v) utilizing secretarial help and having occasional business visitors". "Notwithstanding the foregoing, no Unit Owner shall suffer or permit the regular or consistent entry of customers or clients".

19. BULLETIN BOARD

The Bulletin Board in of the mailroom is for official business of the Board of 740 W. Fulton Condominium and the Management Company. No other postings, fliers or other materials are permitted on the bulletin board. Anything placed there without prior approval will be removed.

20. HEARING PROCEDURES

- Any Violation Complaint Form submitted to the Management Company will be copied and sent to the Board of Directors.
- Unit owners will be notified by the Management Company of any Rules Violations filed against them. Unit owners are entitled to a hearing before the Board or a subcommittee designated by the Board for any Rules Violation that imposes a fine. If no hearing is requested within 10 days of the complaint it will be taken at face value and the fine will be imposed on the unit owner.
- If desired, unit owners must request a hearing before the Board or the designated subcommittee in writing, addressed to the President, and submitted to the Management Office.
- The unit owner will be informed of the date for the hearing within 10 days.
- Unit owners will have the opportunity to present all relevant evidence to refute the charge.
- After hearing all the evidence, the Board or designated subcommittee will render a decision, which is final. The unit owner will have 30 days in which to pay the fine. Any unpaid fines will be added to the unit owner's assessment, and may result in the filing of a lien.

21. FINES & VIOLATIONS

- Under the Illinois Condominium Property Act, the board of Directors has the authority to establish fines for violations of the Rules of the Association. The minimum fine assessed by the Board for any violation will be \$50.00. Any fine amounts are exclusive of any legal fees or other out-of-pocket costs incurred by the Association in connection with a violation. The Board may also assess continuing daily / weekly / monthly fines depending on the circumstances.
- The rules, remedies and procedures set forth in the Rules are not exclusive, and the Board may also take any action or utilize any other available procedure or remedy.
- The amount of the fines will be added to the monthly assessments of the applicable unit owners and are due within 30 days.

22. WEB SITE

The Board of Directors communicates with residents through the building website. The address of the 740 Fulton Condominium website is www.740fulton.net. A forum is available where residents can meet and discuss concerns or areas of interest.

23. OPEN HOUSES, ESTATE SALES & AUCTIONS

Open houses may be conducted only on weekends and only if they are registered with the management office at least 48 hours ahead of time. Estate sales and auctions may not be conducted within the building.

24. ASSESSMENTS, LATE FEES & SERVICE BILLING

Assessments are due and payable on the first of each month. Payments are considered late if received on or after the following business day after the 15th of each month. A late payment charge of \$50.00 (as adjusted by the Board from time to time) will be assessed for each late payment.

25. DAMAGE TO PROPERTY

Unit owners are responsible for any damage that they or their guests inflict upon the common areas of the building.

26. ELEVATORS

Any accidents or spills in any elevator are to be reported to the security desk and cleaned up immediately. Pets are to be transported using the North elevator. The South elevator may be used for the purpose of transporting pets only if necessary. At such time the pet should be hand carried, muzzled or kept in a carrier. Violators subject to fine.

27. EMPLOYEE PROBLEMS

Any problems with the buildings security, maintenance or other staff should be reported to the Management office. Any problems with the Management Office personnel should be reported to the Board of Directors.

28. EMPLOYEES OF RESIDENTS

Residents must complete a form to authorize housekeeping or other staff to have access to a unit. Residents must maintain keys at the security desk for such personnel and give permission for security to release the key.

29. LIABILITY & INSURANCE

Residents are liable for any damage that they cause to common areas. They are also responsible for any losses within their units. It is mandatory for all residents to carry insurance to cover any potential losses. The buildings insurance only covers losses to the exterior of the building and to the common areas.

1. Every Unit Owner must obtain and maintain an insurance policy providing a minimum of Five Hundred Thousand Dollars (\$500,000) of insurance coverage for damage to other units in the building. Every unit owner's insurance policy must provide 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.
2. This Rule's requirements are not satisfied by an insurance policy obtained by a tenant. Similarly, some condominium homeowner insurance policies will not satisfy the requirements of this Rule without increased coverage limits and/or special endorsements. Unit owners are strongly encouraged to consult with their insurance professionals to ensure full compliance with this Rule and to determine whether personal liability coverage in excess of the \$500,000 minimum specified in this Rule is advisable.
3. In order to monitor compliance with this Rule, every unit owner must provide the Management Office with a Certificate of Insurance confirming the existence of required insurance coverage.

30. WATERBEDS & WATER FURNITURE

Waterbeds and water furniture can leak and cause substantial damage not only to an individual unit but also to units below. Waterbeds and other water furniture are prohibited without the Board's prior written approval. A resident with leaking water furniture will be assessed for all damage that such leak causes.

31. FIRE PROTECTION SYSTEM

Do not tamper, modify, disconnect or touch any of your units Fire Protection System including but not limited to sprinkler system, fire detection sensors and alarms. It is for your own safety and is a part of arrangement with Chicago Fire Dept. and is not under any individuals discretion to touch this sensitive and safety protection system. Any citations that the Association receives stemming from a residents' tampering with the fire protection system will be charged to the owner. Note: It is the unit owners responsibility to keep the smoke and CO detectors in working order. Annual battery replacement is recommended.

32. VOTING RIGHTS

- Voting in all elections for members of the Board of Directors will be conducted by secret ballot. The Association will utilize a form of ballot the upper part of which will reflect the votes being cast and the percentage ownership interest of the Unit whose votes are being cast, and the lower part of which will identify the name of the Unit Owner and the identification number of the Unit whose votes are being cast thereby.

- In connection with each election for members of the Board of Directors, the Association will prepare a listing of the names of the owner(s) of each Unit, as such information appears in the records of the Association (the "Unit Owner Registration List") to verify the status of each Unit Owner who seeks to cast a ballot at the meeting or has signed a proxy form. A ballot for a Unit will be issued only to a person who: presents identification reasonably identifying such person as a Unit Owner of such Unit, and signs his/her name on the Unit Owner Registration List next to the identification number of the Unit in question; OR submits a valid proxy form signed by the Unit Owner of such Unit, presents identification reasonably identifying such person as the person named as proxy holder in such proxy form, and signs his/her name on the Unit Owner Registration List next to the identification number of the Unit in question.
- Every ballot must be submitted for tabulation with the upper and lower portions intact. After all ballots have been tabulated, the lower portion of each ballot will be removed and discarded, so that the name of the Unit Owner and the unit identification number is removed from each ballot. Ballots and proxy forms will be retained by the Association for a period of one year after each election. Ballots will be available for inspection and copying in accordance with applicable law. Proxy forms retained by the Association are not subject to inspection or copying in the absence of a court order directing that they be made available for inspection and copying.
- Voting can only be by owners on title of the unit, not their spouse or partner if they are not named.

33. FEE AND FINE SCHEDULE

DESCRIPTION	CHARGE
Returned Check Fee - All checks returned for any reason, charges i.e. NSF, account closed, stop payment	\$50 plus late fee and any bank charges if applicable
Assessment Late Fee - All assessments are due by the first of the month.	\$50 after 15th of the month
Riser Drain Down 4 Hours	\$75.00
Use of Building Dumpster (for construction)	\$150.00
Declaration & By-Laws Disclosure Statements	\$25 per copy
Rules and Regulations	\$10 per copy
Move-In Fee	\$200 non-refundable / \$350 Refundable Security Deposit
Move-Out Fee	\$200 non-refundable / \$350 Refundable Security Deposit
Pet clean up fee	\$100
Elevator violation	\$50

Realtor key box on unit door - Removal Fee	\$100
Failure to provide tenant lease fee	\$200

PENALTIES & FINE SCHEDULE			
Fines & Penalties	1st Offense	2nd Offense	3rd Offense
Health Club Violations	WARNING	\$100.00	\$200.00 or more at the discretion of the Board
Windows – Fines for tampering with safety mechanism (or knowingly allowing this hazardous condition to continue)	\$500.00	\$1000.00	Eviction
Abusive Language/Behavior toward an Employee	Up to \$1000.00	Same	Same
Damage to Common Elements	3x cost of repairs	Same	Same
Pet Rules Violation	\$75.00	\$100.00	\$200.00
Solicitation	Up to \$500 - incident at the discretion of the board	Same	Same
Unacceptable Window Treatment	Up to \$200.00	Same	Same

Continuing Violation - For violations of a continuing nature, the unit owner may be fined an additional and continuing fine of at least \$10 per day until the violation ceases and the Board has confirmed the owner's compliance. The accumulated amounts shall be applied to the unit owner's monthly assessments and deemed part of that unit's respective share of the common expenses.

Serious Violation - The Board reserves the right to forego the warning letter or other listed fines when the violation is, in the sole discretion of the Board, serious enough to warrant a particular action. For a serious violation, the Board may, in the sole discretion of the Board, and after notice and an opportunity to be heard and defend against the charges, assess a fine appropriate to the seriousness of the misconduct. Said fine may exceed \$1000. In certain very serious circumstances the Board may institute immediate legal action against the offending owner, guest, family member or tenant. In these circumstances the Board will not send a warning letter.

Clean Slate - If there have been NO violations for a period six (6) months, a Unit Owner's 'violation cycle' is reset. Any fines that the unit owner hasn't paid from previous violations will still remain on the account. (e.g.: A unit owner is given a violation in June. The same unit received a violation and fine in August. If that unit earns NO violations between August (the last violation) and the next February, the slate is wiped clean. Therefore if that owner receives a violation in March, he/she does not receive a fine of \$200, but a warning.)

Failure to dispute fine(s) assessed by the Board within 30 days of notification are deemed acceptance of the fine. Any unit owner who is fined is welcome to attend the next scheduled Board meeting to discuss the matter with the Board.

This rule in no way nullifies the Serious Violations section.

Amendments and Modifications

12/08/2009 – New bullet point to Sec. 17; exempts commercial rooftop antennas from bylaw limitations.