



CAPITOL HILLS LOFTS

RULES AND REGULATIONS

ADOPTED NOVEMBER 16, 2009

AMENDED DECEMBER 4, 2013

AMENDED OCTOBER 20, 2020

CAPITOL HILL LOFTS RESIDENT INFORMATION

Management Company

Capitol Hill Lofts employs Sudler Property Management to manage the building and supervise personnel.

Sudler Property Management.
875 N. Michigan Ave., Suite 3980
Chicago, Illinois 60611
Phone: 312-751-0900
Fax: 312-751-1730

Normal business hours are from 9:00 A.M. to 5:00 P.M.

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

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 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 Managing Agent, 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. References for qualified contractors may be obtained by calling the Management Company.

Board Members

Member of the Board of Directors are generally elected for two-year terms.

.....President
.....Vice-President
.....Secretary
.....Treasurer
.....Member-at-large

Capitol Hill Lofts Rules & Regulations

SECTION I: RULES AND REGULATIONS	1
1.1 ADVERTISEMENTS, COMMUNICATIONS AND SOLICITATIONS	1
1.2 ASSESSMENTS	1
1.3 BALCONIES AND OUTSIDE WALLS	1
1.4 BARBECUES	3
1.5 BICYCLES	3
1.6 BOARD MEETINGS	3
1.7 COMMON ELEMENTS/AREAS	4
1.8 CONDUCTING BUSINESS	4
1.9 CONTRACTORS, WORKERS, AND OTHER HIRED HELP	4
1.10 DAMAGE	5
1.11 DELIVERIES	5
1.12 ELEVATORS	6
1.13 ENTRY TO UNITS	6
1.14 EXTERIOR WALLS / MASONRY	7
1.15 EXTERMINATORS	7
1.16 FINES FOR NON-COMPLIANCE WITH RULES	7
1.17 FIRE SAFETY	7
1.18 FLOOR COVERING	8
1.19 GARAGE	8
1.20 GARBAGE AND TRASH DISPOSAL	8
1.21 HALLWAYS	9
1.22 HOUSEKEEPING	10
1.23 INSURANCE INFORMATION	10
1.24 KEYS	12
1.25 LEASES AND TEMPORARY OCCUPANCY	12
1.26 LIABILITY	13
1.27 LOBBY	14
1.28 MAIL	14
1.29 MOVING PROCEDURES	14
1.30 NOISE	16
1.31 PARKING	17
1.32 PETS	18
1.33 RECYCLING	20
1.34 REDECORATING AND REMODELING	20
1.35 ROOF	22
1.36 SALE OF UNITS	22
1.37 SECURITY	23
1.38 SMOKING	24
1.39 STORAGE LOCKERS	24
1.40 TELEVISION	24
1.41 UNIT OCCUPANCY RESTRICTIONS	25
1.42 WATER FURNITURE AND AQUARIUMS	26
1.43 WINDOWS/WINDOW WASHING	26

1.1 ADVERTISEMENTS, COMMUNICATIONS AND SOLICITATIONS

Advertisements, cards, signs, solicitations, or notices may be posted on any bulletin board or other place designated for this purpose. All advertisements, communications and solicitations should be reviewed and approved by The Board of Directors prior to posting. The Board reserves the right and will remove any materials at their discretion.

The Board may distribute any materials relating to Association matters and projects by any reasonable means.

1.2 ASSESMENTS

All Capitol Hill Lofts Association assessments are due on the first of every month. You are responsible for making your payment on time. Checks are to be made payable to the Capitol Hill Lofts Condominium Association and sent to the **Lock Box**.

The check must be received and deposited into the bank by the 10th of the month. If the check is not received at the bank by the 10th of the month will result in being assessed a late fee.

Accounts 60 days past due will be turned over to the Association's attorney for collection.

1.3 BALCONIES AND OUTSIDE WALLS

Except as provided in this Section 1.3, no signs or other projections or devices may be attached to the outside walls of the building or balcony railings. No blinds or shades are to be attached to or used in the Common Elements of the building. Window signs may not exceed the dimensions of 3 feet by 3 feet.

Wind conditions are unpredictable and care should be taken to avoid having items blow off the balconies or decks. Unit Owners are responsible for any damage caused by any item that has fallen from or blown off their balcony or deck.

Chicago City Ordinance prohibits the hanging or attachment of any flower box, basket, ornament, or any other device on or *beyond* the fixed railings of any balcony without a mounting device specifically designed for that purpose. Any liability incurred as a result of items falling from an individual unit's balcony will be assigned to the individual unit owner.

In an effort to maintain uniformity amongst the building façades, no alterations, permanent external attachments, or other modifications, except for minor decorative modifications, may be made to any balcony without the express written consent of the Board of Directors. Violators will be subject to a fine to be determined by the Board of Directors and will be held responsible for the removal and restoration of the balcony façade at the unit owner's expense.

Balcony use considerations: Decks and patios though private are open spaces and should be treated as such. Voices, as well as cooking and smoking odors and smoke

travel - so let's be neighborly. Always assume that there is someone beneath or beside you.

1. Never throw anything off your balcony. This includes, but is not limited to, cigarette and cigar butts, garbage, furniture, Christmas trees, etc. Residents or their guests throwing ANYTHING off their balcony may be fined according to Exhibit A.
2. Keep noise to a minimum. Be cognizant of others and realize that everyone has their own schedule. Be considerate when playing the radio or music on decks and balconies.
3. Because of the proximity of decks and balconies to each other and to windows of other units, and in view of how sound travels gatherings, parties, and/or music playing will be permitted on decks and balconies until 10:00 p.m. on weekdays, midnight on weekends. Residents are asked to move their activities indoors after these hours in consideration of their neighbors.
 - Barbecue grills are a privilege and residents and their guest must act responsibly. Grills should not be left unattended when lit. Because balconies are wood, charcoal-burning grills or any other device that ignites a flame will not be permitted due to the fire hazard they pose.
 - No advertisements or notices are to be displayed from decks and balconies. This includes notices of charity events, garage or unit sales/rentals, information about parties or gatherings, and political notices.
 - Chimes and seasonal decorations are allowed; however, be tasteful and considerate of your neighbors. These items are to be firmly secured.
 - Due to potential insurance liability, window box planters must be secured to the railing with the proper hardware as required by city ordinance. Care should also be taken when watering. Always assume there's someone below you. Anything blown off decks and balconies is the responsibility of the unit owner. Weather conditions do not exclude residents of responsibility. Due to potential insurance liability, hanging items from the balcony above is not allowed.
 - Spills resulting in permanent 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.
 - Igniting or discharging firecrackers, fireworks, and any other dangerous devices is **strictly prohibited**.

- Finally, use common sense. The Association as well as individual residents are liable for damage resulting from any items thrown, blown, or in any way projected from balconies and patios.

1.4 BARBECUES

Residents are reminded that wind conditions are unpredictable and any grill should be used with care. Unit Owners are responsible for any damage caused by use of a grill. Due to insurance regulations, only **gas** grills are permitted.

1.5 BICYCLES AND ROLLERBLADES

Bicycles are to be stored inside the owner's Unit or in the bicycle storage room. Each bicycle owner is responsible for providing and using a lock on any bicycle stored in the Common Elements. Neither the Association nor the Management Company is responsible for damage, loss, or theft of bicycles. Unit owners who store their bicycles in their unit will be held responsible for any damage to the common areas caused by the transportation of the bicycle through the common areas. Bicycles cannot be stored on balconies.

Bicycles must not be brought through the front lobby. Areas for bicycle storage have been provided in the basement. Bicycles may be taken in and out of the building through the parking garage and back entrances.

Rollerblades are not to be used in the building.

1.6 BOARD MEETINGS

The Board of Directors meet quarterly. Notices will be posted at least 48 hours prior to each meeting on the Bulletin Board in the lobby.

Meetings are open to all Unit Owners. Unit Owners may request a copy of the approved meeting minutes by contacting the Management Company or from the Association's website.

The Annual Meeting will be on the second Tuesday in January or such other date and time as determined by the Board of Directors. Association directors and officers will be elected. All Unit Owners are encouraged to attend this meeting or vote by proxy for directors.

1.7 COMMON ELEMENTS/AREAS

Unit Owners are not permitted to change the appearance of the Common Elements or Limited Common Elements without the prior permission of the Board. The exterior appearance of the building is to be kept uniform. Changes to any Unit may not affect the exterior of the building or the Common Elements.

1.8 CONDUCTING BUSINESS

Residents may only conduct a business from their Unit to the extent that such practice conforms to local zoning laws and the Declaration. The intent of the Declaration is to prohibit residents from using their Unit as the principal site of meeting with vendors or clients.

The security of the building is compromised when strangers are routinely admitted to the building. This prohibition includes soliciting business in the building or on the grounds. No more than one (1) employee is allowed in the Unit. The Board will keep a record of all employees not residing in the building.

1.9 CONTRACTORS, WORKERS, AND OTHER HIRED HELP (NOT FOR CONDUCTING BUSINESS)

Residents may hire contractors or workers to work on the maintenance or upgrade of the Unit. However, the Owner should notify the Board and/or the management company of the work that is to be done. Workers and contractors should adhere to the following guidelines:

1. Workers must use the loading dock entrance whenever possible.
2. Workers are not permitted to smoke in the building.
3. All work must be performed within the Unit between the hours of 8 a.m. and 5 p.m. during the week and between the hours of 9 a.m. and 4 p.m. on Saturdays. No work is permitted on Holidays or Sundays.
4. All supplies, materials and tools must remain within the Unit. The maintenance staff will dispose of supplies, materials and tools left in the Common Elements.
5. Due to liability, tools or equipment that are the property of the Association may not be lent to workers for any reason.
6. Workers must remove all debris from the building in covered containers and take all debris from the premise. Unit Owners will be charged for the cost of excessive debris removal or for debris that is not properly "broken down" for placement in the trash bins.
7. Workers must provide total protection to the Common Elements of the building, including, if necessary, Masonite to cover the hallway carpeting. The Masonite must be removed at the end of each day. The cost to repair any portion of the Common Elements of the building or another Unit damaged by a worker will be the financial responsibility of the Unit Owner.
8. If the elevator carpets or hallway carpets become soiled as a result of the work, the workers must vacuum or clean these before leaving for the day. If these areas aren't cleaned, the owner will be held responsible for any charges associated with clean-up.

9. Workers must be careful not to damage any of the Common Elements of the building that are located in or near an individual Unit. Examples include elevator finishes, trim, walls, plumbing stacks, ventilation ductwork, electrical and cable TV lines and the intercom control box. Unit Owners will be responsible for any damages caused by construction/remodeling.
10. Contractors, workers and any other hired help are prohibited from soliciting business in the building or on the grounds.
11. For the purpose of scheduling security and elevator use, the Management Company must receive 24-hour notice prior to workers entering the premises or as soon as possible in the event of emergency repairs.
12. Workers who fail to comply with any of the above procedures may be suspended or prohibited from working in the building in the future.

1.10 DAMAGE

If, due to the act of a Unit Owner, a family member, household pet, guest, lessee, contractors, or authorized visitor, damage is caused to the Common Elements, to a Unit, or to Units owned by others; or if maintenance, repairs or replacements are required, then that Unit Owner is obligated to pay for such damage, maintenance, repairs and replacements as determined by the Board of Directors.

1.11 DELIVERIES

All large deliveries such as furniture, appliances, construction materials, barbecue grills, large plants including Christmas trees, any item which exceeds the dimensions of roughly 4'x4'x4', or any package/item weighing more than 50 lbs. must be brought in through the loading dock. Each unit owner is responsible for the cost of repair for damages incurred by delivery people.

1.12 ELEVATORS

Two passenger elevators are located beyond the lobby and there are no designated freight elevators. The garage elevator is located beyond the passenger elevators. Both types of elevators provide the following equipment for emergencies:

- An alarm bell, operated from within the elevator, is audible outside the elevator shaft.
- A telephone, located in the elevator panel box below the control buttons, provides means to contact the elevator emergency monitoring service 24-hours a day.

Please report any observed malfunction of the elevators to the Management Company.

Smoking, or carrying lit smoking materials, in either elevator is prohibited by City Ordinance. Eating or drinking in the elevator is not permitted.

Any resident moving in or out of the building must make arrangements with the Management Company or Building Engineer at least five days prior to the move. One of the elevators will be reserved for your use (see section on "Moves.")

If you are expecting delivery of furniture or other heavy items, please notify the Management Company or Building Engineer 48 hours before scheduled delivery so the elevator can be reserved for your use.

1.13 ENTRY TO UNITS

The Declaration provides: "The Board or its agents, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible or to make emergency repairs as may be necessary to prevent damage to the Common Elements or to any other Unit or Units."

In case of smoke, fire, water, and/or any threatening emergency to life and property, the Board or its agents may enter a Unit immediately.

If access to a unit is necessary to protect the common elements or another unit, and upon reasonable request the owner of the unit fails to make access available, the Association may enter the unit with the assistance of a locksmith and charge the cost of the locksmith to the unit owner.

1.14 EXTERIOR WALLS / MASONRY

NO exterior masonry (defined as Concrete, Brick, or Terra Cotta) may be altered, penetrated, or modified in any way without the express written consent of the Board of Directors. Violators will be fined according to Exhibit A. Repairs must be performed by a licensed masonry contractor and inspected by a structural engineer designated by the Association with 30 days of the violation notice, all at the Unit Owner's expense.

In an effort to maintain uniformity amongst the building façades, no item may be attached to any exterior masonry wall. No cable, wire, or other device may be placed against or along any exterior masonry wall, sill, or protrusion. Unit owners will be fined and will be given ten days to remove any offending items and repair any damage caused. At the discretion of the Association and at the expense of the Unit Owner, an inspection by a licensed structural engineer may be required. Any items not removed after the 10-day period will be removed by the Association. Any expenses incurred by the Association including required repairs and engineering inspections will be assumed by the responsible Unit Owner.

1.15 EXTERMINATORS

The Association may contract for exterminating services for the Common Elements when needed. If you see or suspect insects or rodents, call the Management Company

or Building Engineer. Association contractors may enter every Unit to complete a building-wide extermination program on five-day notice to the Unit Owners.

1.16 FINES FOR NON-COMPLIANCE WITH RULES

- Any violation of the Rules of Capitol Hill Lofts Condominium Association that cannot be cured (including but not limited to: failure to submit required funds prior to moving in or out of a unit; failure to reserve elevator for move; and moving during unauthorized hours) shall subject the offending unit owner to a fine. A violation of the Rules of the Association by any tenant or guest of a unit owner shall be deemed to be a violation by the unit owner himself.
- There will be a fine to be determined by the Board of Directors based on the circumstance of the violation and its severity. If the owner has been fined for the same violation within the last twelve months, the fine will double each time the same rule is violated (i.e. first fine \$50, second fine \$100, third fine \$200, etc.). All fines will be placed on the Unit Owner's monthly assessments, with payment of the fines being the first priorities for applying payments of the monthly statements.
- Negligence of Owner: If, due to the act of or the neglect of a Unit Owner or tenant (or member of the family, household pet, or a guest or visitor of the Unit Owner or tenant), damage shall be caused to a part of the condominium property, the common elements, or to a unit or units owned by others, or if maintenance, repairs or replacements shall be required, which would otherwise be a common expense, then such Unit Owner shall be fined to recover such repair or maintenance expense incurred by the Association.
- Nothing in the above rules shall limit the power of the Board to pursue any remedy or to otherwise proceed as authorized by the Declaration, By-Laws and applicable law. The Board determines the Schedule of Fees and Fines which is reviewed annually during the budget process or as needed.

1.17 FIRE SAFETY

Recommended by the Chicago Fire Department

Smoke detectors are located throughout the building.

1. In case of FIRE, telephone 911, and give the building address to the operator.
 - All residents of the building who are affected by the fire should not remain in their lofts unless advised otherwise.
 - Feel the loft front door. If it is hot, do not open it.
 - If it is necessary to leave your loft, 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.
 - If the smoke is heavy, seal the bottom of the door with wet towels.

- If you are unable to leave your loft, open a window and stay near it. If there is a great amount of smoke but no fire in your loft, you will be able to get the greatest amount of fresh air by staying near the wall close to the window.
- If the hallway is usable, go to the stairwell near your loft. Please do not use the elevator. It is imperative that the elevators remain available for use by the Fire Department.
- Remain calm, act slowly and think twice before you act. Panic is the greatest danger and may cause more problems than fire.
- The Chicago Fire Department recommends that all residents have a battery-operated radio, flashlights, candles and masking tape available in case of an emergency.

Fire Extinguisher

You will find fire extinguishers in each of the stairwells, residential hallways, and in the garage and basement area. These are checked annually to be sure they are in good working order.

1.18 FLOOR COVERING

Unit Owners are responsible for maintaining the floors in their Unit. Notify the Management Company and the Board of Directors if you plan to install or remove flooring other than carpeting. Refer to the section titled Contractors, Workers, and Other Hired Help for further guidance.

1.19 GARAGE

Only unit owners may own parking spaces in the garage. Each parking space shall be used only to park an operable automobile; other items may not be stored in parking spaces. Parking spaces must be kept clean at all times. The Board reserves the right to require that Owners remove personal items from their parking spaces. Personal items may not be stored in the common areas of the garage without prior approval from the Board of Directors.

1.20 GARBAGE AND TRASH DISPOSAL

Closed trash chutes are provided on each floor. All refuse must be placed in plastic or paper bags, which should be tied before being placed in the chute.

Residents must dispose of medium/large boxes in the trash chute room located on the first floor on the west side of the building. It is the Unit Owner's responsibility to see that each box is properly broken down so that it takes the least amount of space in the trash bins. All other garbage must be placed in the bins. It is the individual Unit Owner's responsibility to arrange for pickup and disposal of large items such as discarded furniture, etc. and any associated costs. Charges incurred by the Association to dispose of furniture, etc. on behalf of the Unit Owner will be charged back to the Unit Owner.

Unauthorized disposal of furniture, etc. in the chute room or other common area will result in a fine to be determined by the Board of Directors.

Pet waste and soiled disposable diapers should be disposed of by placing them in a securely tied double bag.

Watch the bulletin board for information on how to dispose of Christmas trees and other seasonal decorations.

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. **NO GARBAGE IS TO BE LEFT ON THE CHUTE ROOM FLOOR.**
3. 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. **GARBAGE IS NOT TO BE LEFT ON THE CHUTE ROOM FLOOR.**
 - Boxes are not to be dropped down the garbage chute. They are to be broken down and deposited in the building's garbage room. **NOTHING IS TO BE LEFT SITTING IN THE CHUTE ROOM.**
 - Refrain from disposing of glass bottles down the garbage chute which can result in broken glass and injury.
4. 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 droppings left in the common areas must be cleaned up immediately thereafter.
5. Refuse must not be dropped out windows or off decks and balconies. This includes cigar and cigarette butts.

1.21 HALLWAYS

The hallways are Common Elements of the building and extend to the entrance (including the exterior of the doors) of each Unit. Fire Department regulations require that the hallways be kept clear of obstruction at all times.

No furnishings, furniture, lamps or wall hangings may be placed or installed in any individual hallways except by the Association. No storage of any items (boots, toys, strollers, bicycles, or other objects) is permitted in the hallways. Likewise, nothing may be permanently affixed to the hallway side of Unit doors.

Pursuant to city code, doormats may not be kept in front of individual Unit doors.

Unit Owners and lessees should care for furniture in the hallways as if it were their own. Furniture damaged or destroyed by any individuals will be repaired or replaced by those individuals at their expense.

Residents may place holiday decorations on Unit doors two weeks before the holiday and be removed two weeks after the holiday. Be mindful that unit doors are considered Limited Common Area elements and should be respected as such.

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. Shoes, boots, strollers, etc. are not to be kept in the halls. All doormats are to be placed inside the unit. It is necessary that these areas be kept safe and clutter-free so as not to hinder carpet cleaning, move-in/out activities, or emergency procedures. Any such articles will be removed after written notice to the owner has not effected its removal. Cost of removal will be charged to the unit owner.

1.22 HOUSEKEEPING

Nothing may be swept or thrown from balconies, out of the balcony doors, into the corridors, stairwells, or elevators. Residents are required to educate any domestic help on these Rules and Regulations.

1.23 INSURANCE INFORMATION

Association Insurance Company

The Capitol Hill Lofts Condominium 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 certificate of insurance, please call the Management Company.

1. As of the effective date of this Rule, all unit owners in the Association are required to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of said unit owner and/or her/his guests, residents, or invitees, or regardless of any negligence, damages originating from the unit. Limits of liability of at least \$500,000 are required.
2. The personal liability of the unit owner must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required pursuant to this Rule, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings damaged as set forth above.

3. Each unit owner will be responsible to provide the Board of Managers with evidence of insurance in the form of a "Certificate of Insurance" issued by the insurance agent providing the coverage.
4. In the event the unit owner does not purchase and produce evidence of sufficient insurance within the earlier of thirty (30) days from the expiration of the prior certificate or the date of request for same by the association as set forth above, the Board of Managers may in its sole discretion, purchase the insurance coverage and charge the premium cost back to the unit owner.
5. 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 coverage obtained.

Owner Insurance

Please remember, that you are responsible to get homeowners insurance on your own behalf. It is important that you have insurance not only for your personal belongings, but to protect your liability for any damage to another unit, caused by something in your unit. You can 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 does not cover the following:

1. Additions within and/or improvements to any unit, including decorating, painting and floor coverings.
2. Appliances, individual heating or cooling units, electrical fixtures, or other equipment exclusively servicing a unit.
3. Personal property such as furniture, clothing or other items located within a unit or within the common areas.
4. Damage caused to another unit or common elements due to negligence or actions of a unit or occupant.
5. Breakage of windows exclusively serving a unit.

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

Examples of Insurance Coverage and Responsibility

1. A dishwasher overflows and water leaks through the floor to the unit below. Repair of the damage to both units is the responsibility of the owner in whose loft the dishwasher is located.

2. A main pipe breaks in a building wall and there is water damage to the wall, including damage to the inside wall in a unit. The Association has responsibility for the repair of the pipes and for plastering the inside wall. The painting, papering, or other decorating of the inside wall is the responsibility of the owner.
3. An owner goes out of the city during the winter and leaves a window open. A pipe breaks in the cold, and there is damage to this owner's unit and to other units. All costs of all repairs are the responsibility of the owner who left the window open.

1.24 KEYS

Each Unit was provided with keys and key fobs pursuant to the Association's and Management Company's policy. Additional keys may be purchased from the management company by Unit Owners only. Two key fobs have been provided to each unit. Only two additional fobs may be purchased. "Key/Key Fob Request" form provided the Management Company must be completed prior to receipt of the additional keys.

Notify the management company immediately of any lost key or fob. Unit owners will be liable for any damage that results from unauthorized use of their card or fob. A replacement may be obtained from the Management Company at an additional cost.

The Board may re-key all Common Element locks and/or provide for a new entry system as it deems necessary.

If access to a unit is necessary to protect the common elements or another unit, and upon reasonable request the owner of the unit fails to make access available, the Association may enter the unit with the assistance of a locksmith and charge the cost of the locksmith to the unit owner.

1.25 LEASES AND TEMPORARY OCCUPANCY

For the purpose of enhancing and perfecting the value, desirability and attractiveness of units and furthering the common interest of creating and maintaining a residential community of units occupied by their respective unit owners and recognizing that primary occupancy by unit owners promotes greater adherence to the restrictions, rules and regulations to which the units are subject and increases the cooperative spirit of the community, the following restriction on leasing, in addition to all other restrictions herein provided, is imposed on any Unit Owner who wishes to lease his unit ownership.

Any Unit Owner who leases a Unit is subject to procedures of the Condominium Declaration and applicable City of Chicago ordinances.

No portion of a Unit that is less than the entire Unit may be leased. No Unit may be leased for hotel or transient purposes. The Board of Directors sets the minimum lease term at one year. In leasing a Unit, the Unit Owner is not relieved of any obligation, including payment of assessments and other charges. The Unit Owner is responsible for the conduct of any lessee.

Parking spaces may only be leased to current building occupants. No owner shall lease his/her parking space for a period of less than one month. All leases must be in writing. No unit owner shall be permitted to lease out their parking space to a second or subsequent lessee prior to the expiration of the lease period unless a written request is submitted to the Board.

Each Unit Owner who leases a Unit or a parking space must supply the Management Company with a copy of the tenant's lease or a memorandum of lease if less than one (1) year, application form, a credit report and a processing fee at least thirty (30) days before occupancy. Unit Owners must provide the tenant with a copy of the Condominium Declaration and the Rules and Regulations. The tenant must follow Association regulations. Unit Owners will be held strictly liable for all violations of the Rules and Regulations by a tenant; Unit Owners are subject to a fine, damage charges, or loss imposed or suffered by reason of the tenant's violation.

The Board may evict a Tenant who occupies a Unit before the Leasing Documents are given to the Board or otherwise violates the Association Declaration, By-Laws or Rules or Regulations. The Unit Owner will bear all costs incurred by the Association caused by the Lessee including, but not limited to legal fees.

- No owner shall lease his/her unit for a period of less than twelve months. All leases must be in writing. No unit owner shall be permitted to lease out their units to a second or subsequent lessee prior to the expiration of the lease period unless a written request is submitted to the Board.
- Owners must notify the Managing Agent at least 30 days prior to the move-in date of the new lease or lease renewal.
- Any lease must identify an individual or individuals to whom the unit is leased: Units cannot be leased to businesses or corporations.
- Any unit leased in accordance with the Declaration shall be in accordance with the Rules and Regulations of the Association. No unit owner shall lease a unit for hotel and/or transient purposes; nor shall any portion of the unit, which is less than the entire unit, be leased.
- Lessee must identify all persons who shall occupy the leased unit, whether or not such persons are signatories to the lease. A credit report and a background check for each occupant must be provided and a processing fee at least thirty (30) days before occupancy. Occupancy of a leased unit by any person not so identified is prohibited and shall render the lessee in default of said lease.
- Owners and lessees must supply the Managing Agent's office with a copy of the application, credit reports and background checks and Lease Agreement. Lessees must be approved by the Board of Directors or Managing Agent as directed prior to moving into the building. ***Failure to secure board approval based on the requirements may result in a fine as established in the Schedule of Fees and Fines.***
- A processing fee must be paid to the Association with the aforementioned packet of information.

- Owners must supply lessees with these rules and regulations and remain responsible for adherence to them, as well as any fines resulting from violations. The lease agreement must state:
 - A. “Lessee agrees to abide by the Rules and Regulations of the Capitol Hill Lofts Condominium Association; a copy of which is attached to this lease and hereby acknowledged.”
 - B. “This lease is subject to the approval of the Capitol Hill Lofts Condominium Board of Directors.”

1.26 LIABILITY

Unit Owners, residents and guests are advised that the Association, Management Company, and employees of the Association are not responsible, nor do they assume, nor shall they at any time be liable for any damage, theft, casualty or other cause with respect to personal property and accessories on the premises, either temporarily or long term. This applies to items left or stored in the mailroom or other storage areas of the building. Items stored or deposited to the care of the building staff are at the owner's risk.

1.27 LOBBY

The lobby is intended to provide an attractive entry for residents and guests to the building. Business may not be transacted in the lobby. Storage of a Unit Owner's personal belongings (even temporarily) is not permitted.

No furnishings, furniture, lamps or wall hangings may be placed or installed in the lobby except by the Association. Unit Owners and lessees should care for furniture in the lobby as if it were their own. Furniture or lobby areas damaged or destroyed by any individuals will be repaired or replaced by those responsible and/or respective unit owners.

1.28 MAIL AND PACKAGE DELIVERIES

U.S. Postal Service mail is delivered and distributed according to U.S. Postal Service schedules. Each resident must provide for the delivery of any items that will not fit in his/her mailbox and delivery room area. The Association will not be responsible for any items lost or stolen.

If a resident plans to be away for an extended period, the resident should arrange for someone to collect the mail or arrange for the post office to stop mail delivery.

1.29 MOVING PROCEDURES

All moves must be scheduled with the Management Company at least five days prior to the move in order to insure the availability and preparation of the passenger elevator. Preference will be given to the earliest request.

Moving companies shall be required to file a copy of their Certificate of Insurance with the Management Company. Moving vans shall load and unload using the south loading dock area and door only. No furnishings shall be allowed through the main lobby or unprepared passenger elevator; only the elevator designated for the move by building maintenance or the Management company may be used.

A move in/out fee* in the form of a certified or cashier's check made out to Capitol Hill Lofts Condominium Association is required in advance of full unit moves. A portion of the fee* is refundable upon inspection of the common elements by a Board member, Property Manager or Maintenance Staff Member upon completion of the move. Costs for any damage to the common elements caused by the move will be deducted from the refundable deposit. If damage should occur that exceeds the refundable deposit, the unit owner will be billed the additional expense. If a claim is made against the Certificate of Insurance any monies deducted from the Unit Owner's deposit will be returned upon receiving funds from the insurer.

Acceptance of the deposit by the Management Company does not and will not relieve the Unit Owner from liability for any damage that occurs during the move. If a Unit Owner does not notify the management company 5 days prior to a move, fines* be assessed in addition to any damages. The deposit or remainder thereof will be returned to the Unit Owner within 30 days after the move.

Moving is allowed between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday and between 8:00 a.m. and 4:00p.m. on Saturday. Moves are not permitted on holidays or Sundays. Unit Owner's must maintain the security of the building during a move. If the Unit Owner cannot provide adequate security, they should notify the Management Company in advance of the move and proper security will be appointed at Unit Owner's cost.

Exceptions to the preceding rules regarding moves must be approved by the Board. Any violation of these rules may result in fines*, payable by the moving Unit Owner.

Both parties of a move in / move out must inform and schedule the move with the Management Company at least 5 days in advance. Moves must be coordinated with the Management Company, building security, and the maintenance engineer. **Unscheduled moves will not be permitted.** A fine* may be assessed for any unscheduled move in / move out.

Moves will be scheduled in increments as follows:

- Monday through Friday: 8:00 a.m. – 12:00 p.m. and 12:00 p.m. – 4:00 p.m. or during any other four-hour period between the hours of 8:00 a.m. and 4:00 p.m. which the Management Company and building maintenance can reasonably accommodate.
- Saturday: 8:00 a.m.-12:00 a.m. and 12:00 p.m. - 4:00 p.m. or during any other four-hour period between the hours of 8:00 a.m. and 4:00

p.m. which the management Company and building maintenance can reasonably accommodate.

Cut-off times will be strictly enforced if another move in is scheduled for the following time period. If your move is not completed within the time frame allotted, a fine may be assessed and/or you may be responsible for overtime incurred by the maintenance engineer due to staying until the move is completed.

Unit owners must also reserve the elevator at least 24 hours in advance for large furniture/appliance deliveries and disposals. Unit owners are responsible for any damages to the common areas from such deliveries and disposals. The amounts of fees/deposits for large furniture/appliance deliveries and disposals, if any, may be determined and altered from time to time by Board resolution.

All moves regardless of size must come through the loading dock.

Only the larger passenger elevator on the right may be used for moves. The elevator will be secured and held for scheduled moves in the increments described 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 garbage room of the building and NOT in the dumpsters on the outside of the building. Any fines incurred by the Association as a result of boxes placed outside the building will be assessed to the moving Unit Owner. Boxes that have not been broken down are not to be placed anywhere in the building or in the outside dumpsters. Failure to break down boxes may result in a fine to the moving Unit Owner. **At no time are boxes to be disposed of via the garbage chute.**

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

1.30 NOISE

Residents are asked to be considerate of other residents by keeping low noise levels in hallways, Common Areas, and in individual Units. Residents should keep the volume of audio equipment, musical instruments, pets, and other noise at a level that will not disturb or annoy others in their Units, balconies or decks. The Board will hear any grievances and assess fines* for violations of obtrusive noise levels.

When living in a loft condominium, there are certain changes 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; use area rugs.

2. Do not put stereo speakers directly on the floor; use less bass. Use headphones if you like your music loud.
3. Work conducted by a Unit Owner involving pounding, drilling, etc. must be done between the hours of 8:00 a.m. - 5:00 p.m. weekdays, 9:00 a.m. - 4:00 p.m. on Saturdays. No work is to be conducted on Sundays or Holidays. Please use good judgment and be considerate of your neighbors when operating loud cleaning devices.
4. If you are planning a party or having a large group in your loft, please notify your adjacent neighbors including those above and below ahead of time. Be sure to ask your guests to keep noise levels down.
5. Prolonged, excessive noise will not be tolerated at any time and may result in a fine or other penalties as deemed appropriate by the Association.

1.31 PARKING

Only Limited Common Element parking is available in the garage and at designated parking space(s) along the South side of the building. Street parking is to be used in all other cases. Tradesmen and guests of a Unit Owner may park in that Unit Owner's Limited Common Element parking space with their permission.

Residents are reminded to observe parking regulations on the street or risk being fined or towed by the City of Chicago at the Owner's expense.

The Board reserves the right to issue rules and regulations regarding any parking spots owned by the Association and also reserves the right to offer any such parking spots for sale to Capitol Hill Loft owners. The Board and Association assumes no liability for any damage or theft that may occur to any vehicles parked in the guest parking facilities.

At this time, the Board only suggests that owners and residents use these spots with consideration for others in the building.

All parking spaces are assigned and intended for one vehicle per space, unless otherwise specified. Please park in your own space. If you or 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. 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.

You may not use the parking garage for storage. Parking spots are for motor vehicles only.

No parking is allowed in the loading dock or other driveway areas. Unattended vehicles will be towed if left in these areas.

Parking spaces may be leased only to other residents of Capitol Hill Lofts. Written notice of a lease arrangement is to be provided to the Board. The vehicle of the lessee must be registered with the Management Company. For security purposes, homeowners who plan to rent a parking space to a commercial owner or commercial tenant must first obtain and submit to the Board and/or Management Company an executed Commercial Tenant Parking Rental Agreement from the prospective parking tenant. The Agreement may be obtained from the Management Company.

Rental of parking spaces to commercial owners or commercial tenants is limited to the commercial owner or tenants exclusively and does not include individual employees of the commercial owner or tenant.

All motorcycles must be registered with the Management Company. Motorcycles may only park in such areas as designated by the Board. Parking in these areas is limited and will be granted on a first come, first served basis. **Motorcycle parking is not allowed in any other area.** A monthly parking fee set by the Board will be assessed.

1.32 PETS

Residents are limited to a total of two (2) pets. This rule does not apply to birds, fish, or other permanently caged pets which are legally permitted to be owned as pets. No animals other than cats, dogs, small birds, fish, or small caged animals under five pounds shall be kept anywhere on or in any Unit or the common areas. No animals whatsoever shall be kept for commercial purposes.

Pet owners must comply with all laws and ordinances applicable to animals and pets, including licenses, vaccinations, and leash and litter laws. Dogs must be leashed while in any part of the Common Areas.

Each pet owner is responsible for all actions of each of his or her pets, as well as those of any guest's pet. The Unit Owner shall be responsible for all injury or damage to person or property caused by any of his or her pets or by the pet of any of his or her guests. Any damage done by a pet to any Common Area will be repaired at the pet owner's expense.

Pets shall not be allowed to urinate or defecate in or on the building, balconies, sidewalks, driveways, planter boxes or tree grates. Pet owners must clean up after a pet anywhere in or around the building.

Fines* may be assessed to any owner whose pet causes damage, injury or exceeds acceptable noise levels. The Board reserves the right to institute a pet fee.

Residents may only have pets as allowed by the By-laws. There is no weight or size restriction on dogs. Pets that cause or create a nuisance or unreasonable disturbance will be removed from the property. This shall be at the sole discretion of the Board of Directors.

In order to ensure 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 courtyard, fitness room, or storage areas.
4. **Pets are to relieve themselves outdoors. Prohibited areas for all forms of dog elimination include the courtyard, parking areas, patios/balconies and loading dock. 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. Any person with a fenced-in patio/balcony cannot use the patio/balcony as a dog run. Dogs are not to urinate or defecate on the patio/balcony. Any pet owner found to be in violation of these regulations may be subject to a fine.***
5. 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 area is to be cleaned by the owner. If an accident occurs on a carpeted area, building maintenance must be notified for spot cleaning. Failure to do so may 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.
6. Excessive documented noise by pets (barking, whining, etc.) may result in a fine* to the unit owner.
7. Pet owners must comply with all City of Chicago ordinances regarding pet ownership (e.g., registration, immunization, etc.).
8. Pets are to be registered with the Management Company. This permits appropriate measures in case of fire or an emergency.

We ask for your cooperation. As unit owners we all share in the quality of living and value of this building. Treat the building as if it is your 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 of Directors.

1.33 RECYCLING

The City of Chicago Blue Bags are currently used at the building for recycling. Bags can be obtained from local hardware and grocery stores.

1.34 REDECORATING AND REMODELING

The Board of Directors encourages Unit Owners to maintain the interior of their Units in the best possible condition. According to the Declaration, Unit Owners are to provide for any redecorating or remodeling of their Unit at their own expense.

Redecorating includes painting, wallpapering, cleaning and changing window treatments. Generally, approval of the Board of Directors is not necessary. Unit Owners may call any decorating, maintenance or repair firm directly to arrange for any necessary work.

Remodeling a Unit may include moving or altering interior walls, changing plumbing or electrical services or installing new flooring. Any proposed changes to a Unit or changes that involve more than one Unit must be approved in advance by the Board of Directors before contracts are signed or work begins. If an architect or engineer is required for approval of submitted plans, the applicable fees will be charged to the Unit Owner.

Before starting the work, all general contractors are required to submit a Certificate of Insurance to the Management Company naming Capitol Hill Lofts Condominium Association, its Board of Directors, and its Management Company as additional insured parties. The policy should provide for \$1,000,000 bodily injury and \$1,000,000 property damage or other commercially reasonable amounts. The policy must be current. Unit Owners are also required to ensure that all contractors carry workers compensation insurance.

All work is to be completed in an efficient manner by licensed workers and must conform to applicable City of Chicago building and fire codes. All permits required should be obtained by the Unit Owner with copies for the Management Company.

After the Board of Director's approval, the following work requires one week's prior notice to the Management Company: replacement/repair of plumbing work requiring a shut-down to part of the building's system; replacement of electrical systems requiring a shut-down of part of the building's system; and replacement of flooring (other than wall-to-wall carpeting).

City-approved plans for remodeling, if required, must be submitted and discussed with the Management Company in advance. If approval of the Board of Directors is necessary, the Management Company will provide guidance for the owner.

Changes to a Unit may only be made by the Unit Owner. Residents who lease a Unit must have the prior written approval of the Unit Owner before any alterations may be made. The Management Company must have a copy of the approval.

Specific rules, including work hours, for contractors and workmen may be found under the caption “*Contractors, Workers, and Other Hired Help.*” Special requirements for flooring may be found under the caption “*Flooring.*”

Given the age and type of the building, remodeling must be done with great care. Remodeling plans that include any structural or mechanical change must be submitted to the Board for approval. Once approval has been granted, a refundable deposit* in the form of a cashier’s check made out to the Management Company will be required before any work may commence. Such building permits as required by the City of Chicago must be obtained by the unit owner and posted as required. 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.

All approved work must be scheduled with the Management Company so that arrangements can be made with maintenance personnel to have the freight elevator prepared and available. All construction materials are to be brought into the building via the loading dock. Work is permitted in a unit between the hours of 8:00 a.m. - 5:00 p.m. weekdays, 9:00 a.m. - 4:00 p.m. Saturday. Written notice should be provided to adjacent unit owners so they are aware of what is to take place. Unit owners should be present to admit contractors or workers scheduled for the job. **Building keys/fobs must not be given to workers.**

All debris is the responsibility of the unit owner and must be removed from the premises by the workers 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.

All contractors hired must be properly insured for general liability, property damage, and workmen’s compensation. A certificate of insurance, which names the Association as an additional insured, will be required by the Board before approval for the work is granted.

If a unit owner fails to request approval for structural or mechanical remodeling and/or fails to schedule such work with the Management Company, the Board will, at its own discretion, assess a fine* against the unit owner.

If you are not sure if your remodeling plans require approval by the Board, you may call the Management Company or see the Building Engineer for guidance.

1.35 ROOF

Owners may not place or attach any item on the common area roof decking or surrounding parapet walls without the express written consent of the Board of Directors.

Violators will be fined* until the item is removed plus the cost of any subsequent repairs and engineering inspections deemed necessary and appropriate by the Board.

1.36 SALE OF UNITS

The sale, lease or transfer of a Unit is subject to the requirements of the Declaration. In addition, the Board requires a copy of the executed contract and a completed Sales Application Form prior to closing. The Unit Owner is responsible for processing fees to be paid to the Management Company.

All open houses should be conducted by the Unit Owner or a licensed real estate broker. The Unit Owner shall bear all responsibility for the acts of any individuals in the building for purposes of the open house. Unit Owners should take care to ensure that the security of the building is always maintained .

No signs related to the sale or open house of the unit may be posted on the exterior of the building.

Unit Sale:

1. Owners must notify the Managing Agent of intent to sell a unit when such a time occurs.
2. Owners must notify the Board, via the Management Office, of a unit sale/purchase closing **30 DAYS** prior to the closing date. The Managing Agent and Board's requirements are:
 - A copy of the sale contract to purchase.
 - An application from each person buying the unit (available from the Management Company).
 - A current credit report for each purchaser
 - Rules & Regulations Receipt signed by purchaser
 - Processing fees paid to the Management Company

1.37 SECURITY

All owners must complete a *Resident Information Sheet* and submit it to the Management Company. These forms may be obtained from the Management Company.

All guests, delivery people, housekeepers, or any non-resident must be authorized to enter the building by the Unit Owner or lessee. In addition, the following guidelines are offered to provide security and prevent unauthorized people from entering the building:

- When you enter the lobby or garage, do not allow anyone to accompany you through the door unless you know who they are and that their entry is appropriate.
- Do not be afraid to ask anyone you do not recognize to identify his- or herself, and do not be offended if another resident asks you to identify yourself.
- Keep your eye on the rear-view mirror when you enter or exit the garage to make certain no unauthorized person or vehicle enters the area.
- Do not admit anyone you do not know into the building through the intercom system.
- If a delivery person calls you from the intercom system, it is preferred that you go to the lobby in person to receive your delivery. This will prevent delivery personnel from being in common areas or on the residential floors.
- Get to know your immediate neighbors so you can help each other keep a careful watch on your floor. Neighbors can look for any signs of problems when you are away and can pick up your mail and newspapers so they do not accumulate in your mailbox, in the lobby or in front of any door.
- If you are going to be gone for an extended period of time, ask a neighbor to check your mail while you are away.

Total building security is only as strong as its weakest link. **DO NOT BE A WEAK LINK FOR 625 W. Jackson Blvd.** Residents shall exercise their best efforts to ensure the security and safety of the building and their co-residents. Remember! This building is home to you and many other people.

As an owner or renter, you are responsible for adhering to the following cautionary measures.

1. Do not admit strangers into the building or allow them to enter the building behind you. Persons not able to present an entrance door key are to be requested to wait to be buzzed into the building by the person they are visiting.
2. Residents shall verify the identity of the person calling on their intercoms before allowing them to enter.

3. Homeowners should use wise discretion in giving an extra set of physical keys or providing virtual intercom keys to those who do not live in the building and should only do so when absolutely necessary.
4. All common element doors must remain closed and locked at all times. These include the lobby doors, all basement doors, and doors accessing the parking areas.
 - Residents are to make certain doors lock firmly behind them when entering or exiting the building. If a common element lock is broken or missing, inform the Management Company immediately.
 - Suspicious activities or prolonged nuisances are prohibited in common areas and should be reported to the Management Company, the Board, or the Chicago Police Department.
5. Virtual keys provided to friends, family, workers and guests by residents through the smart video intercom system should be deactivated when they are no longer needed.

1.38 SMOKING

Smoking of cigarettes, cigars and pipes, or marijuana is not permitted in the Common Elements of the building (except the balconies and decks as permitted law), including the lobby, elevator, corridors, hallways, garage and stairwells. If smoking is taking place on a balcony or deck, please close the glass door.

Tobacco and marijuana smoke must not be permitted to infiltrate from a Unit or Limited Common Element into any portion of the Common Elements or enclosed workplaces in which smoking or secondhand smoke is prohibited by law, including but not limited to hallways, lobbies, stairwells, and indoor garage areas. Neither may tobacco and marijuana smoke be allowed to infiltrate from a Unit or Limited Common Element, so as to be or become an annoyance or nuisance, or hazard to health and welfare, to other owners or occupants. Nothing herein should be construed as conferring any rights whatsoever to smoke within Units or Limited Common Elements.

When smoking in your unit, windows should be closed to stop smoke from emanating into the hallways and other units.

1.39 STORAGE LOCKERS

All items must be contained within a unit owner's designated storage locker. Any items that are not contained within the storage locker will be disposed of and fines and penalties may be assessed. No flammable objects may be stored in lockers.

Each unit has been provided a storage locker in the basement storage area. 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.

1.40 TELEVISION

Subject to terms set forth in the Declaration of Condominium Ownership for Capitol Hill Lofts Condominium, Unit Owners may not mount any devices such as satellite dishes or cable on any Common Elements, except limited common elements, including exterior walls. Any satellite dish must be one meter or less and only mounted on the deck of the unit owner's balcony and installed in a manner so as to ensure safety. At such time as bulk cable/satellite services may be acquired, the Board may update the rules and regulations.

1.41 UNIT OCCUPANCY RESTRICTIONS

1. In order to promote healthy and safe living conditions and the equitable use of the Association's resources, it is the intent of the Board of Directors to implement the following Occupancy Limit Rules and Regulations. These Rules and Regulations were formulated in compliance with local, state and federal guidelines. The sole intent of the following Rules is to limit the number of unit occupants based solely on the availability of living space and in no way are intended to restrict the availability of housing or discriminate against any individual or group.

2. No owner shall occupy or allow to be occupied any unit which does not comply with the following requirements:

- A. For the first occupancy of a unit every room occupied for sleeping purposes by one (1) occupant shall contain at least seventy (70) square feet of floor area and every room occupied for sleeping purposes by more than one (1) person shall contain at least fifty (50) square feet of floor area for each additional occupant thereof.
- B. Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.
- C. Every bedroom shall have access to at least one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to at least one water closet and lavatory located in the same story as the bedroom or an adjacent story.
- D. It shall be prohibited to use any kitchen, non-habitable space or public space for sleeping purposes. Only bedrooms shall be used for sleeping purposes.
- E. If any unit is overcrowded, the Board of Directors may notify the owner to reduce the number of occupants to comply with these restrictions.

- F Every Unit Owner will complete a "Census" form provided by the Management Company within thirty (30) days of its receipt and within thirty (30) days of any material change of information. The failure of the Unit owner to timely and correctly complete the "Census" form shall be a violation entitling the Association to levy a daily fine in addition to any other available remedies

1.42 WATER FURNITURE AND AQUARIUMS

Unit owners and residents must follow certain procedures if they install or place in their Unit any items of "water furniture." "Water furniture" is any bed, mattress, chair, sofa, aquarium, or other item of furniture that contains as part of its elements any substance in liquid state. Residents must notify the Management Company and the Board of Directors if they install "water furniture" and present evidence that their homeowner's insurance will cover any damage caused by such "water furniture" to Common Elements, Limited Common Elements, or the individual property of other Unit Owners.

1.43 WINDOWS/WINDOW WASHING

Unit Owners are responsible for washing the inside of Unit windows. The outside of the windows (including the outside of sliding doors) will be cleaned by a firm hired by the Association.

- * **As established by the Board of Directors in the Schedule of Fees and Fines.**
PLEASE NOTE FEES ARE SUBJECT TO CHANGE.

EXHIBIT A

Under the terms of the Declaration and By-laws of the Capitol Hill Lofts Condominium Association, and the Illinois Condominium Property Act, the Board of Directors has the authority to establish a series of fines for violations of the rules of the Association. All fees and fines shall be recorded in a Schedule of Fees and Fines to be made available to Unit Owners and maintained by the Management Company as directed by the Board of Directors.

Violations of any regulations, disturbances, and complaints will be checked and verified by the Board, building maintenance, or the Management Company. At the discretion of the Board, violations are subject to a fine. All fines will be placed on the Unit Owner's monthly assessments, with payment of the fines being the first priorities for applying payments of the monthly statements. Failure to pay fines within 30 days will result in the filing of a lien and may result in eviction proceedings.

EXHIBIT B

COMPLAINTS / SUGGESTIONS - FORMS

Residents are requested to first attempt to 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 of Directors using the **VIOLATION COMPLAINT** form provided in this packet. Additional copies of the form are kept in the Engineer's office. A mailbox in the mail center has been designated for residents who wish to communicate a complaint or suggestion to the Board.

THE CAPITOL HILL LOFTS CONDOMINIUM ASSOCIATION

VIOLATION COMPLAINT - WITNESS STATEMENT

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

Offender's Name: _____ Unit No. _____

Violation Location: _____

Date of Violation: _____ Approx. Time: _____

VIOLATION(S): _____

Were any photographs taken? ____Yes ____No

If so, by whom: _____

Attach all photographs to this form or forward as soon as possible. Include photographer's name and date taken, and the name(s) of anyone else who was present.

Report submitted by: _____

Phone: _____

Address: _____

I have made the above statements based on my personal knowledge. I will cooperate with the Association and its attorneys to provide additional statements or affidavits, and, in the event of a hearing or trial, I will appear to testify as a witness.

Signature: _____ Date: _____

THE CAPITOL HILL LOFTS CONDOMINIUM ASSOCIATION

NOTICE OF VIOLATION

Date:_____

TO: Unit Owner _____

You are hereby notified, as the owner of Unit _____, that a Violation Complaint form has been filled out accusing you of violating the Association's Declaration, By-Laws or Rules and Regulations regarding:

This was allegedly violated by: _____

The Board of Directors will review the violation(s) at their next regularly scheduled Board Meeting on _____, 20____ at approximately _____ p.m.

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

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

Very truly yours,

The Capitol Hill Lofts Condominium Association

cc: Occupant if rental

THE CAPITOL HILL LOFTS CONDOMINIUM ASSOCIATION

NOTICE OF DETERMINATION REGARDING VIOLATION

DATE: _____

TO: Unit Owner _____

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

This was violated by: _____

The Board has taken the following action:

- ☐ This is a WARNING!
- ☐ The Board has determined that no violation occurred. However, should this conduct or any other violation be reported again, a fine or other action may be warranted.
- ☐ The Board has voted that you are not guilty of any violation or that there are extenuating circumstances, and no further action will be taken.
- ☐ The Board has determined that a violation has occurred. Accordingly, costs and expenses of enforcement in the amount of \$_____ have been assessed against your unit and are now due.
- ☐ The Board has voted to levy a fine of \$_____ per day until the violation is corrected.
- ☐ Damages, expenses and administrative charges in the total amount of \$_____ have occurred and are now due.
- ☐ Legal expenses in the amount of \$_____ have been incurred by the Association and are now due.
- ☐ Damages have occurred or an architectural violation exists as charged in the complaint, and you are hereby notified to have the damages or violation corrected or repaired at your expense.
- ☐ As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

Very truly yours,
The Capitol Hill Lofts Condominium Association
Board of Directors

RIDER

This Rider is added to the attached sale contract/lease in accordance with the Rules and Regulations of The Capitol Hill Lofts Condominium Association.

When this Rider is attached to a lease, the undersigned parties to said lease expressly acknowledge that, as required by Section 18 of the Illinois Condominium Property Act, every lease and the parties thereto, shall be subject in all respects to the provisions of said Declaration as well as the By-Laws and Rules and Regulations of the Association, and any failure by the lessee to comply with the terms thereof shall be a default under the lease.

The Board of Directors of The Capitol Hill Lofts Condominium Association (the "Board"), shall be a third party beneficiary of said lease and shall be entitled to pursue all legal and equitable remedies available to either party under the lease in the event of any default. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

_____(Seal)

_____(Seal)

Lessor (Landlord)

Date: _____

_____(Seal)

_____(Seal)

Lessee (Tenant)

Date: _____

NOTE: A signed original of said sale contract/lease and this Rider must be given to the aforesaid Board for its files in accordance with the Rules and Regulations of the Association.

Please complete the following for the Association's use only.

Lessor Information:

Buyer/Tenant Information:

Emergency Phone - Home

Emergency Phone - Home

Emergency Phone - Work

Emergency Phone - Work

Home Address