

**RULES AND REGULATIONS
235 W. VAN BUREN CONDOMINIUM ASSOCIATION**

These Rules and Regulations ("Rules") were adopted on DECEMBER 9, 2014, in accordance with the Illinois Condominium Property Act ("Act") and the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the 235 W. Van Buren Condominiums recorded in the office of the Recorder of Deeds of Cook County, Illinois, as amended from time to time ("Declaration"). These Rules are effective upon adoption by the Board of Managers ("Board") of 235 W. Van Buren Condominium Association ("Association") and replace and supersede any and all previous rules and regulations.

PREAMBLE

Condominium ownership entails a shared living experience that requires mutual respect amongst neighbors living in close proximity to one another. The basic rights and obligations of the Association and the Unit Owners and residents of 235 W. Van Buren Condominium ("Condominium") are stated in the Declaration. The Board has adopted these Rules with the intent of supplementing the Declaration as necessary to provide the residents with practical guidelines for day-to-day living at the property.

It is the goal of the Association to maintain the Condominium as a high-quality residential development and to make living at the property a positive and enjoyable experience for all residents. In adopting these Rules, the Board is seeking to facilitate the efficient operation of the property, protect the rights and interests of all Unit Owners and residents and promote harmonious community living. Compliance with these Rules will be beneficial for all Unit Owners and residents, and the Board thanks the Unit Owners and residents for their anticipated compliance.

Respectfully submitted,

Board of Managers
235 W. Van Buren Condominium Association

DECEMBER 9, 2014

RESOLUTION


The Board of Managers of 235 W. Van Buren Condominium Association hereby adopts these Rules and Regulations. These Rules and Regulations shall be effective immediately.

Approved this 9TH day of DECEMBER 2014.



President

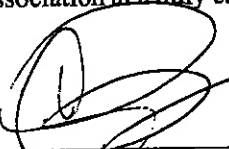
ATTEST:



Secretary

CERTIFICATION

I, CHRISTOPHER BLISH, Secretary of 235 W. Van Buren Condominium Association, certify that the foregoing resolution was approved and adopted by the Board of Managers of the Association at a duly called and held Board meeting on DECEMBER 9, 2014.



Secretary

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**SECTION 1
USE OF UNITS**

A. OCCUPANCY RESTRICTIONS

No part of the Condominium may be used for other than housing and the related common purposes for which the property was designed.

B. APPLIANCES AND FIXTURES

Unit Owners shall routinely inspect and maintain equipment, fixtures and appliances for which they are responsible. Overloading or other misuse of equipment, fixtures or appliances within a unit (including, without limitation, electrical and plumbing fixtures) which affects other units or the common elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner in whose unit the misuse occurred.

C. CLEANLINESS AND PEST CONTROL

1. Each Unit Owner shall be responsible for keeping his or her unit in a good state of cleanliness and will prevent the accumulation of materials that will constitute a danger or promote the spread of insects, rodents, foul odors or conditions constituting a danger or nuisance affecting the common elements or the other units.
2. Pest control in each unit is the responsibility of the Unit Owner. The Association will arrange for pest control of the common elements as deemed necessary by the Board. If the Board determines it is in the best interest of the Association and will facilitate the protection of the common elements, the Board may arrange for pest control to the entire building, including the units. In such case, Unit Owners will be given reasonable notice of such service and shall be required to allow access to their units for the purpose of the pest control service and the costs thereof shall be charged to the assessment account of the respective Unit Owners. Unit Owners are responsible for notifying their tenants of such service.
3. Unit Owners shall follow the recommendations of pest management professionals and shall also be responsible for ensuring that their tenants, if any, follow the recommendations of pest management professionals.
4. If bed bugs are found or reasonably suspected in a unit, the resident shall immediately notify the Association's management company and, if the resident is a tenant, he or she also shall immediately notify the Unit Owner. It is the responsibility of the Unit Owner to use the pest control services of a pest management professional until such time that no evidence of bed bugs can be found and verified within the unit. In addition, if recommended by the pest management professional, the Unit Owner, at his or her expense, shall provide such pest control services to the two (2) units on either side of the affected unit and the units directly above and below the affected unit until no further infestation is detected. Copies of the pest management professional's record of the pest control measures performed as well as any receipts and reports prepared by the pest management professional shall be promptly provided to the Association and shall be maintained for a period of three (3) years.

5. Bedding, mattresses, box springs, pillows, furniture, clothing and any other items infested or suspected to be infested with bed bugs or other pests shall be immediately removed from the affected unit and disposed of properly. Such items shall not be left outside any unit, placed in the garbage chute, left near the garbage chute, or left outside the building. All such infested items must be securely sealed in a plastic bag, clearly marked that they are infested and to indicate the type of infestation. Residents are responsible to make arrangements for the removal of items that cannot be securely sealed in a plastic bag and/or placed in the dumpster, including all furniture or bulk items.
6. Failure to allow a pest management professional in a unit, failure to follow the pest management professional's recommendations and/or failure to take appropriate measures to prevent and/or stop the spread of pests, insects, rodents, foul odors or conditions constituting a danger or nuisance affecting the common elements or other units may result in a single fine or a daily fine until the problem is resolved to the satisfaction of the Board. Additionally, all expenses incurred by the Association to eradicate bed bugs or other pests, to dispose of infested items and/or clean and repair the common elements or any units shall be charged to the assessment account of the responsible Unit Owner, shall constitute a lien against the unit and shall be collectible as a common expense.

D. UTILITIES

Each Unit Owner shall be required to maintain such utility services as may be required to protect the integrity of the common elements and the other units.

E. UNIT RENOVATIONS

1. Without the prior written consent of the Board, no Unit Owner may make any additions, alterations, improvements, repairs or replacements to any part of the common elements or to his or her unit where such work alters a bearing wall or partition, perimeter door, perimeter window or floor load or otherwise affects the structure of the unit, the structural integrity or systems of the building or the common elements or increases the cost of insurance required to be carried by the Association without the prior written consent of the Board. To request consent of the Board, the Unit Owner must submit the following to the Association's management company:
 - (a) A written description of the work to be performed;
 - (b) Detailed plans and specifications;
 - (c) A list of contractors; and
 - (d) A copy of the contractor's license and insurance as required by the Board.
2. The Association shall have the authority to inspect any work to ensure that it conforms to the plans, specifications, drawings and/or other documentation approved by the Board. Such inspections may be performed and/or reviewed by architects, engineers, electricians, plumbers, attorneys and/or other qualified professionals selected by the Association. The cost of such inspection and/or review shall be paid by the Unit Owner.

3. The Board may, but shall not be required to, condition its consent to the making of such an addition, alteration, improvement, repair or replacement by a Unit Owner on the Unit Owner's agreement either (a) to be solely responsible for the maintenance of such addition, alteration, improvement, repair or replacement subject to such standards as the Board may from time to time set; or (b) to pay to the Association from time to time the additional costs of maintenance or insurance as a result of the addition, alteration, improvement, repair or replacement. The Board also may, in its sole discretion, condition approval of such work upon the Unit Owner's execution of a hold harmless and indemnification agreement. In addition, the Board may condition its consent to the making of such an addition, alteration, improvement, repair or replacement by a Unit Owner upon the Unit Owner providing to the Association a \$2,000.00 refundable deposit before the work may commence. The \$2,000.00 deposit will be returned to the Unit Owner, less any costs of damage to and/or clean-up of the common elements caused by the construction.
4. Unit Owners are required to comply with all applicable requirements of the City of Chicago including, without limitation, obtaining all required building permits and posting such building permits prior to the commencement of the work. Neither obtaining a building permit nor other compliance with applicable City of Chicago requirements shall be construed as a substitute for Board approval as required herein or to mean that there is compliance with the Declaration and these Rules. The Board may require the Unit Owner to furnish adequate proof of mechanics' lien waivers and/or other documentation customarily furnished in connection with construction projects.
5. Unit Owners are required to notify the Association's management company to schedule the freight elevator prior to the commencement of any work.
6. Tools, equipment and construction materials may be kept or used only within units and shall not be kept or used on balconies, terraces or in common hallways and other common element areas.
7. All construction and renovation work within units shall be conducted during the following hours: 9:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 3:00 p.m. Saturday. No construction or renovation work shall be conducted on Sunday.
8. Unit Owners, residents and their contractors shall be responsible for keeping the property in a neat and orderly condition acceptable to the Association, free from accumulation of waste materials or rubbish caused by the work and must ensure that the proper equipment is used while moving to prevent any damage to the building. If a Unit Owner fails to properly dispose of all construction materials and clean up as provided herein, the Association may do so, and the cost thereof shall be charged to the Unit Owner's assessment account, constitute a lien against the Unit Owner's unit and be collectible in the same manner as any regular or special assessment or other common expense.
9. Unit Owners and residents shall enforce strict discipline and good order among contractors and other persons carrying out work on the property.

F. MAINTENANCE PERSONNEL

1. Maintenance personnel are responsible for the maintenance of the common elements of the building only. They are not obligated or required to provide any work in individual units. However, subject these Rules and any resolutions adopted by the Board, if maintenance personnel are able and willing to perform such work, a Unit Owner may make arrangements directly with the maintenance personnel at the Unit Owner's sole expense.
2. If a Unit Owner makes arrangements with maintenance personnel to perform work in his or her unit, the Unit Owner shall be responsible for providing all necessary materials, supplies, equipment, hardware and tools, as well as for compensating the maintenance personnel for such services. Maintenance personnel are prohibited from using building materials and supplies. Additionally, any such work shall not interfere with the regular duties of the maintenance personnel and shall not be performed during scheduled working hours of the maintenance personnel.
3. Unit Owners who allow maintenance personnel to enter their unit and perform any type of maintenance work shall do so at their own risk. The Association shall not be responsible for the conduct and actions of maintenance personnel inside a unit nor shall the Association be responsible for any damage or injuries caused by maintenance personnel who have been asked by a Unit Owner to perform work inside his or her unit.

G. TRASH CONTAINMENT

1. No storage of trash is permitted outside any unit. No accumulation of rubbish, debris or unsightly materials shall be permitted in the building's garage, stairwells, hallways or other portions of the common elements.
2. Except as provided herein, all trash must be disposed of by placement into the building's garbage chute. There shall be no trash left outside the garbage chute. All trash must be placed in securely sealed, durable plastic bags before being placed in the garbage chute; no other types of waste may be deposited into the garbage chute. Expenses incurred in connection with the unclogging of the garbage chute attributable to improper disposal shall be charged to the assessment account of the responsible Unit Owner, shall constitute a lien against the unit and shall be collectible as a common expense.
3. Cardboard boxes, cartons, and other debris which cannot be effectively placed in the garbage chute shall be broken down, flattened and placed in the Association's dumpsters. Dumpsters must always be able to securely close. Immediately contact the Association's management company if a dumpster cannot be securely closed.
4. There shall be no furniture, appliances, large fixtures, carpeting, Christmas trees, construction debris or other waste left outside of the dumpster. Residents wishing to dispose of such large or bulk items which may not fit within the dumpster or construction debris must contact the Association's management company to make arrangements for a special pick-up thereof. Unit Owners will be billed for the cost of disposal of such items.

H. UNIT OWNER INSURANCE

1. Each Unit Owner shall obtain insurance covering his or her personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of the Unit Owner or his or her guests, residents or invitees or, regardless of any negligence originating from the unit. The personal liability of a Unit Owner shall include the deductible of the Unit Owner whose unit was damaged, any damage not covered by insurance carried by the Association, and the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings of the Unit Owner whose unit was damaged.
2. Each Unit Owner shall provide evidence of such liability insurance coverage by submitting to the Association's management company a certificate of insurance or declaration page for such insurance within ten (10) days of its issuance or renewal or within ten (10) days of the Association's request for verification. The failure to provide proof of insurance as required herein may result in a fine of not less than \$250.00 per month, or portion thereof, until proof of insurance is provided.
3. Each Unit Owner shall be responsible for his or her own insurance on the contents of his or her unit, and furnishings and personal property therein, and his or her personal property stored elsewhere on the property, including any vehicles parked or stored in the garage.
4. Each Unit Owner and resident is advised to consult with an insurance professional so as to purchase appropriate insurance coverage.

I. LEASING

1. All leases or rental agreements for units shall be in writing, shall specifically be subject to the Declaration and these Rules and shall be submitted to the Association's management company not later than occupancy or ten (10) days after the lease is signed, whichever occurs first. Tenants will not be allowed to move in until a written copy of the lease has been received by the Association's management company.
2. Except as otherwise provided by applicable law and the Association's governing documents, all units are to be used exclusively for residential purposes. No unit shall be leased by a Unit Owner for hotel or transient purposes (i.e., bed and breakfast rentals, house swaps, short term boarding, etc.) or for a period of less than six (6) months. No portion of a unit which is less than the entire unit shall be leased. Subletting of units is prohibited.
3. Unit Owners are responsible for providing the Association's Declaration, By-Laws and these Rules to tenants. A Receipt of Governing Documents Form (Exhibit "A") and a Crime Free Lease Addendum (Exhibit "B") must be completed in their entirety, signed by the tenant and Unit Owner and received by the management company prior to occupancy.
4. No leasing or allowing someone other than the Unit Owner to reside in his or her unit shall relieve the Unit Owner from the obligations imposed upon him or her or his or her unit pursuant to the Act, the Declaration and these Rules. A Unit Owner shall remain primarily liable for these obligations.

5. Each resident moving onto the property is required to attend an informational orientation session with the Board, the Association's management company and/or another duly authorized agent of the Association. The purposes of the informational orientation session shall include an overview of the resident's rights and responsibilities under the Association's governing documents and discussing Association procedures and practices. Unit Owners are responsible for making arrangements with their residents and scheduling the informational orientation session with the Association's management company prior to the resident first occupying the unit, or at a future date as otherwise may be determined by the Board.
6. All Unit Owners who do not reside in their units must provide the Board with their permanent residence, telephone numbers and e-mail addresses, if applicable, where they may be reached in an emergency, both at home and at their place of employment. Any expenses incurred by the Association in locating a Unit Owner who fails to provide such information will be assessed back to the Unit Owner's assessment account, shall constitute a lien against the unit and shall be collectible as a common expense.
7. In addition to the authority to levy fines against a Unit Owner for a tenant's violation of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies available under applicable law, including, without limitation, the right to maintain an action for possession against the Unit Owner and/or his or her tenants under the forcible entry and detainer (eviction) provisions of the Illinois Code of Civil Procedure, an action for injunctive and/or other equitable relief, and/or an action at law for damages. The Unit Owner shall also pay the amount of any legal fees and costs incurred by the Association in connection with any such violation by a tenant or the tenant's family, guests, invitees and pets, and all costs, damages, expenses and other charges attributable to or resulting from the violation shall be charged to the assessment account of the responsible Unit Owner, shall be charged to the assessment account of the responsible Unit Owner, shall constitute a lien against the unit and shall be collectible as a regular or special assessment or other common expense.
8. Real estate lock boxes and similar devices are prohibited. However, the Board may, in its sole discretion, designate a location for lockboxes and/or wallet lockers. Unit Owners are required to contact the Association's management company as to any acceptable location for such lockboxes.

J. MOVE-IN / MOVE OUT PROCEDURES

1. All move-ins, move-outs, deliveries and removal of furniture or major appliances must be scheduled with the Association's management company at least seventy-two (72) hours in advance.
2. No move-ins or move-outs will be scheduled until the Association's management company has received a completed "Elevator Reservation Form" (Exhibit "C") and the required move-in/move-out fees.

3. All moving activities will be scheduled in three (3) hour blocks of time between the hours of 8:00 a.m. to 8:00 p.m., Monday through Friday. When the three (3) hours are over, all moving activities must cease. Additionally, any move that starts before 8:00 a.m. or extends beyond 8:00 p.m. will result in a \$200.00 per hour charge for each hour, or portion thereof, outside the stated moving hours. A Receipt of Governing Documents Form (Exhibit "A") must be completed in its entirety and signed by the Unit Owner and resident prior to occupancy.
4. Each resident moving in AND moving out of the building shall provide the Association's management company with a refundable deposit in the amount of \$250.00, a non-refundable administrative move-in/move-out fee in the amount of \$200.00 and a non-refundable lease administrative fee in the amount of \$150.00 (all of which shall be made payable to "235 W. Van Buren Condominium Association" and shall be payable in the form of a cashier's check, money order or certified check) at least seventy-two (72) hours in advance of the moving date. The \$250.00 deposit will be returned to the resident within a reasonable period of time and less any costs of damage to the common elements caused by the move as noted on any pre-move or post-move inspections. All costs incurred by the Association over and above the move-in/move-out fee for damage to the common elements shall be charged to the assessment account of the responsible Unit Owner, shall constitute a lien against the unit and shall be collectible in the same manner as a regular or special assessment or other common expense.
5. Maintenance personnel may be present during any move. If present, the maintenance personnel shall be responsible for overseeing that all residents comply with the moving procedures and for overseeing that no damage is caused to the common elements or any other Association-owned property as a result of any moving activity. The Association, its directors, officers, employees, agents and management company, are not responsible for the safety of its residents or their property and any security measures are solely for the protection of the Association's property.
6. No items may be moved in or out through the front door. No large items such as furniture or appliances may be left unattended in the building at any time prior to moving, while moving or anytime thereafter.
7. Unit Owners are responsible for the moving activities of tenants, other residents and their guests and invitees and must ensure that proper equipment is used while moving to prevent any damage to the building.
8. The parking spaces and the garbage pick-up area shall not be obstructed by any vehicle, including moving vans and trucks, at any time. If garbage pick-up is prevented, any costs incurred by the Association as a result will be charged to the assessment account of the responsible Unit Owner, shall constitute a lien against the unit and shall be collectible in the same manner as a regular or special assessment or other common expense.

9. Violation of any of the move-in / move-out procedures will result in a fine of not less than \$250.00 per violation. The responsible Unit Owner shall also pay the amount of any legal fees and costs incurred by the Association in connection with any such violation by the Unit Owner or the Unit Owner's tenant, and all costs, damages, expenses and other charges attributable to or resulting from the violation shall be charged to the assessment account of the responsible Unit Owner, shall constitute a lien against the unit and shall be collectible in the same manner as a regular or special assessment or other common expense.

K. DELIVERIES

1. It is not the responsibility of the Association, its directors, officers, employees, agents and property managers to accept packages for residents. This is not a service provided to the residents and the Association, its directors, officers, employees, agents and management company do not receive any compensation or remuneration for this service. The Association, its directors, officers, employees, agents and management company are unable to assume control over and safeguard packages. There is not a secure location to hold packages and packages may be left unattended. However, as a courtesy, the receiving room may accept packages for residents in accordance with the following rules:
 - a. The receiving room may accept packages for residents provided that the packages weigh less than forty (40) pounds and are no larger than a 2' x 4' box. Packages that weigh more than forty (40) pounds and/or are larger than a 2' x 4' box are considered large deliveries and may be rejected. See No. 2 below.
 - b. A package may be rejected for any reason. The receiving room does not have the obligation to inform the resident that a package has been rejected.
 - c. As soon as practicable after accepting a package, the receiving room will post a notice for the resident that a package has been delivered. The receiving room will not be required to post more than one notice or to track down the resident.
 - d. Residents are responsible for picking up their packages and assume all risks associated with a package being accepted by the receiving room and left in the receiving room or other common element area. The Association, its directors, officers, employees, agents and management company are not responsible for the safekeeping and security of any package and shall not be liable for any lost, stolen, vandalized, damaged or destroyed package. The Association, its directors, officers, employees, agents and management company shall not be considered bailees and the acceptance of any package shall not create or constitute a bailment.
2. All deliveries of furniture, major appliances, construction supplies or other items weighing more than forty (40) pounds or larger than a 2' x 4' box must be scheduled with the Association's management company at least seventy-two (72) hours in advance. No delivery will be scheduled until the Association's management company has received a completed Elevator Reservation Form (Exhibit "C").

3. All deliveries, including furniture, major appliances, construction supplies or other large items must be delivered through the loading dock. No deliveries are permitted through the front door.
4. Deliveries are available on Saturday, unless otherwise provided by the Board.
5. Based on the facts and circumstances of the delivery, including the number and size of the items, the amount of time expected to complete the delivery, and/or the likelihood of damage to the common elements, the resident must ensure that proper equipment is used when delivering such item so as to prevent any damage to the building. Damage to the common elements caused during a delivery shall be repaired by the Association. All costs incurred by the Association over and above the delivery fee for damage to the common elements shall be charged to the assessment account of the responsible Unit Owner, shall constitute a lien against the unit and shall be collectible in the same manner as a regular or special assessment or other common expense.
6. The responsible Unit Owner shall also pay the amount of any legal fees and costs incurred by the Association in connection with any such violation by the Unit Owner or the Unit Owner's tenant, and all costs, damages, expenses and other charges attributable to or resulting from the violation shall be charged to the assessment account of the responsible Unit Owner, shall constitute a lien against the unit and shall be collectible in the same manner as a regular or special assessment or other common expense.

SECTION 2 USE OF COMMON ELEMENTS

A. OBSTRUCTIONS / APPURTENANCES

1. There shall be no obstruction of the common elements, nor shall anything be stored or erected outside of the units except as may be expressly permitted in the Declaration or by the prior written consent of the Board.
2. No alterations of any common elements or limited common elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board, including, but not limited to, the replacement or enclosure of any terrace or balcony.

B. PROPER USE

1. The common elements shall only be used for the purposes for which they were designed. The parking garage, parking lot and other portions of the common elements are designed primarily for parking of vehicles and ingress and egress to the building and shall not be used for sports or recreational purposes. Without limiting the foregoing, use of bicycles, rollerblades, skateboards, baseball, softball or golf equipment, basketball equipment (including, without limitation, basketball backboards or freestanding basketball poles or apparatus of any kind, portable or otherwise), hockey equipment (including, without limitation, hockey nets) and soccer equipment (including, without limitation, soccer goals) within the common elements shall be prohibited without the express consent of the Board.

2. No person shall commit waste on the common elements, interfere with the proper use of the common elements by others or commit any littering, vandalism or boisterous or improper behavior on the common elements which interferes with or limits the enjoyment of the common elements by other residents. Repair costs for damage to the common elements attributable to a Unit Owner or resident (or a family member, guest, invitee, licensee, contractor or pet of a Unit Owner or resident) shall be charged to the Unit Owner's assessment account, constitute a lien against the Unit Owner's unit and be collectible in the same manner as any regular or special assessment or other common expense.
3. No rollerblades, ice skates, shoes with cleats or other footwear which can damage the floors or create a hazard may be worn in the hallways, stairways, lobby and other common element areas of the building.
4. Bicycles may not be brought in through the front of the building and/or through the lobby. Individuals bringing bicycles to or from a unit must use the side entrance or back door.
5. Unit Owners and residents shall not distribute nor shall they allow any other person to distribute literature of any nature by slipping such literature under unit doors without the prior written approval of the Board.
6. Unit Owners and residents shall not use and shall not allow others, such as real estate agents, to use the lobby and other common element areas for the purpose of promoting, marketing, advertising, negotiating or discussing the sale or lease of any unit or the transaction of any commercial activity.

C. SIGNS

Signs are prohibited from being displayed on or attached to any common element including, but not limited to, common element walls, doors, windows, and elevators, with the exception that notices and signs, other than "for sale," "for rent," or "open house" signs, may be posted on the bulletin board provided in the mailroom. Postings on the bulletin board shall not exceed 8 1/2" x 11" in size and must be appropriate for display in the common area. Any postings deemed inappropriate, in the sole discretion of the Board, shall be removed without notice. Nothing in these Rules shall be construed as prohibiting any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front door area of a Condominium unit.

D. UNSIGHTLINESS

No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common elements. The common elements shall be kept free and clear of litter, rubbish, debris and other unsightly materials.

E. WINDOW TREATMENTS

All window treatments, including, but not limited to, blinds, shades, curtains and drapes, shall have a standard neutral backing and appear uniform in color from the exterior of the building.

F. EXTERIOR SURFACES

Unit Owners shall not cause or permit anything to be placed on outside walls, doors and windows of the building, and no sign, awning, canopy, shutter, air conditioning unit, radio, satellite dish or television antenna shall be affixed to or placed in, through or upon the exterior walls, doors, windows or roof or any part thereof, without the prior written permission of the Board.

G. HALLWAYS AND STAIRWAYS

All hallways and stairways shall be kept free of debris and shall not be used to store any item including, but not limited to, doormats, boxes, shoes, benches, other personal items and trash.

H. BALCONIES AND TERRACES

1. The following items or activities shall be prohibited on, from or adjacent to balconies and terraces appurtenant to individual units:
 - a. Unsecured objects placed on or hung from the exterior of the balconies;
 - b. Clotheslines or the drying or airing of clothes, laundry, carpeting or other items;
 - c. Fireplaces, fire pots, fire pits, tiki torches, charcoal grills, fryers, candles or other devices creating open flames and any items causing excessive smoke or noxious or offensive fumes or odors;
 - d. Accumulation or storage of furniture, cardboard boxes, crates, litter boxes, cages, coolers, storage bins, construction supplies or other items of personal property which, in the sole discretion of the Board, shall detract from the appearance of the building or the view or sight lines of other residents;
 - e. Alteration, painting, enclosing or screening of balconies, terraces and doors and walls adjacent thereto;
 - f. Installation of awnings, sunshades, canopies, trellises, shutters or fencing;
 - g. Affixing items to balconies and terraces and exterior walls and areas above balconies and terraces;
 - h. Tossing or throwing of objects including, but not limited to, cigarette butts, garbage, fireworks and any item that could cause injury or damage to any person or property or that would constitute litter or otherwise detract from the appearance of the property;
 - i. Seasonal decorations, lights, wreaths or ornaments;
 - j. Grooming of pets, litter boxes and pet defecation and urination; and

- k. Carpeting, AstroTurf, other artificial turf and other floor coverings on the membranes.
2. Planters, flower boxes and potted flowers are allowed on balconies and terraces provided that they are equipped with suitable drainage protection to keep from damaging the building and from interfering with other residents' use of balconies or terraces , provided that such items do not extend beyond the railings of the balcony or terrace.

SECTION 3 SAFETY AND SECURITY

A. SAFETY AND SECURITY

1. Residents are requested to notify the Association's management company immediately if any common element lock or door does not properly function.
2. Exterior doors are to be kept closed and locked at all times, except that a resident may temporarily prop open a door, provided that the resident monitors the door the entire time it is open.
3. Residents are required to submit a Permission to Enter Form (Exhibit "D") to the Association's management company to allow non-residents access to their unit, lock box key (if any), the parking facility or any other portion of the Association property when the residents are not present. Neither the Association, the Board nor the Association's management company or their respective agents and employees shall be liable for any losses, damages or injuries caused by an individual for whom a Permission to Enter Form has been provided. The Association's management company reserves the right to reject any Permission to Enter Form.
4. Residents are responsible for the safe-keeping of their keys and fobs. If a resident is locked out of his or her unit, the Association's management company will only be available to open the door between normal business hours which may be subject to change and may charge a reasonable fee. Otherwise, the resident must call a locksmith.
5. With approval of the Board, residents may store an extra copy of their keys at a location to be determined by the Association. Keys may be stored in a secured lock box, however, the Association, the Board and the Association's management company shall not be liable for lost or stolen keys.
6. In the event the building must be re-keyed due to the act or omission of a Unit Owner or resident, the entire cost will be charged to the assessment account of the responsible Unit Owner, constitute a lien against the Unit Owner's unit and be collectible in the same manner as any regular or special assessment or other common expense.

B. FIRE HAZARDS

1. Unit Owners are not permitted to conduct activities or keep items anywhere within the building (including their individual units) which may pose a fire hazard and/or increase the cost of the Association's insurance. It is recommended that each Unit Owner have a fire extinguisher in his or her unit.
2. All units shall have working smoke detectors and carbon monoxide detectors at all times. Unit Owners are responsible for testing and maintaining smoke detectors in their units and such are available only by contacting the Association's management company.
3. Smoking is prohibited in all common element areas including, but not limited to, the garage, lobby, elevator, hallways, and stairwells.

**SECTION 4
ACTIONS OF UNIT OWNERS AND RESIDENTS**

A. ANNOYANCE OR NUISANCE

No noxious, offensive, dangerous or unsafe activity shall be carried on in any unit or the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance to the other residents. No resident shall make or permit any disturbing noises or offensive odors by himself or herself, his or her family, guests, invitees, licensees or pets, nor do or permit anything to be done by such persons or pets that will unreasonably interfere with the rights, comforts or convenience of other residents. No resident shall talk, play, or suffer to be played, any musical instrument, or operate or suffer to be operated, a stereo, computer, television set, radio, video game, appliance or other item at such high volume or in such other manner that it will cause unreasonable disturbance to other residents.

B. COMPLIANCE WITH LAW / ASSOCIATION EXPENSES

Unit Owners and residents shall comply with and conform to all applicable laws and regulations of the United States of America and of the State of Illinois, and all ordinances, rules and regulations of Cook County and the City of Chicago. A Unit Owner shall be strictly liable for any claim, damage, or judgment entered as a result of the use or operation of his or her unit, or caused by his or her own conduct or the conduct of the owner's occupants, guests, family members, invitees, licensees, contractors or pets. Costs incurred by the Association in connection with such strict liability shall be charged to the Unit Owner's assessment account, constitute a lien against the Unit Owner's unit and be collectible in the same manner as any regular or special assessment or other common expense.

C. QUIET HOURS

Quiet hours shall be in effect from 10:00 p.m. to 6:00 a.m. Sunday through Thursday, 12:00 a.m. to 6:00 a.m. on Fridays, and 1:00 a.m. to 6:00 a.m. on Saturday and recognized federal holidays. During quiet hours, no resident or guest shall operate or allow to be operated, a television, radio, video game, electronic device, appliance or other item, at a volume which exceeds reasonable conversational levels. Without limiting the foregoing, unreasonably loud parties or social gatherings shall be prohibited. The intent of this policy is to ensure that all residents have the right to quiet enjoyment of their property.

D. PETS

1. No animals of any kind shall be raised, bred or kept in any unit except that two (2), and no more than two (2), customary household pets such as domesticated dogs, cats and birds may be kept in a unit. The term "pet" or "household pet" shall not include any exotic, wild, undomesticated, vicious or dangerous animal including, but not limited to, any type of fowl, pigeon, monkey, chimpanzee, alligator, raccoon, wolf, poisonous snake, constrictor snake longer than six feet in length, horse, pig, cow, sheep, goat or any other type of livestock, any member of the feline species other than a domestic cat, any member of the canine species other than a domestic dog, or any other animal which would require a standard of care and control greater than that required for customary household pets.
2. All dogs and cats must be registered with the Association's management company. Residents shall submit to the Association's management company a completed Pet Registration Form (Exhibit "E"), a photograph of their pet and a registration fee, as set forth in section 11 of these Rules, as may be amended by the Board from time to time.
3. Resident pet owners shall keep their pets in good health and free from communicable disease. All pets shall be properly licensed and have proper vaccinations. The Association shall have the right, but no affirmative obligation, to require adequate proof of all required licenses and vaccinations.
4. Pets shall not be kept, bred or maintained for any commercial purpose, shall not be allowed to run loose in the common elements or on limited common elements reserved for the exclusive use of the residents of other units and shall not, in the sole judgment of the Board, constitute a nuisance to others.
5. All pets must be kept in a carrier or led on a leash which is no longer than six (6) feet under a resident's complete control and supervision when being led to and from a resident's unit. Each pet owner shall assume full responsibility for personal injury and property damage caused by his or her pets.
6. At all times, the east side entrance of the building or the loading dock shall be used when entering or exiting the building with a pet. Pets are prohibited from the lobby area and shall be kept away from the interior and exterior of the front entrance areas of the building.
7. Residents and other persons attending to pets shall not allow pets to urinate or defecate on the Association's common elements including, the building, all landscaped areas, the parking garage, dock area, alley and the limited common elements, including balconies or terraces. The resident or other person attending to pets shall at all times be responsible for cleaning up after their pets and shall immediately remove and properly dispose of in a clean and sanitary manner all waste attributable to their pets. Unit Owners of the unit where the pet is kept shall be responsible for any damage caused by such pet to the common elements. Costs incurred by the Association in connection with any pet shall be charged to the Unit Owner's assessment account, constitute a lien against the unit and be collectible in the same manner as any regular or special assessment or other common expense.

8. Litter boxes shall be cleaned and emptied in accordance with the litter manufacturer's recommendations. Litter boxes, pet carriers, pet cages, crates, kennels and other pet habitats shall be kept in a good state of cleanliness to prevent the spread of insects, rodents, foul odors or conditions constituting a danger or nuisance affecting the common elements or other units. The Unit Owner is responsible for ensuring that pet litter, cage liners and pet feces are properly disposed of in a properly sealed container and brought down to the garbage dumpster. No litter, cage liners or pet feces shall be disposed of in the garbage chute.
9. No pets shall be left unattended when outside the Unit Owner's unit or secured to any portion of the common elements or limited common elements by a chain, rope, or any other method.
10. Pets shall not be fed anywhere outside a unit.
11. Pets shall not be left in a unit unattended for extended periods of time. The Association shall have the right, but no affirmative obligation, to report suspected instances of neglect and abandonment to the proper authorities.
12. No pet shall be housed or left unattended on a balcony or terrace. No pet cages, houses, crates, pens or kennels shall be allowed anywhere on the common elements or limited common elements including the balconies and terraces.
13. If, in the sole discretion of the Board, a pet demonstrates aggressive behavior or a propensity for viciousness or a resident displays an inability to maintain sufficient control over his or her pet, a pet may be required to be in a carrier or to be muzzled when outside a unit. In the event a pet injures an individual, whether by biting, nipping, scratching, knocking them down or otherwise, the pet may be required to be in a carrier or to be muzzled when outside a unit. If, in the sole discretion of the Board, an incident is sufficiently severe or if more than one (1) incident with a particular pet occurs, the pet may be permanently removed from the building. Each Unit Owner shall assume full responsibility for personal injury and property damage caused by his or her pet(s) and the pet(s) of his or her residents, family, tenants, guests and invitees.
14. Any pet deemed by the Board, in its sole discretion, as causing or creating a nuisance or unreasonable disturbance may be permanently removed from the property upon ten (10) days' written notice, and the Board's decision shall be final.
15. Any Unit Owner or resident found to be in violation of these Rules concerning pets shall be subject to any and all remedies available to the Association including, without limitation, a daily fine until such violation is cured. The Association reserves the right, but shall assume no affirmative obligation, to report any violations regarding pets to animal control or other appropriate governmental authorities. The Unit Owner shall also pay the amount of any legal fees and costs incurred by the Association in connection with any such violation and all costs, damages, expenses and other charges attributable to or resulting from the violation shall be charged to the assessment account of the Unit Owner, shall constitute a lien against the unit and shall be collectible in the same manner as any regular or special assessment or other common expense.

SECTION 5 VEHICLES

A. REGISTRATION

1. All vehicles parked on the property by Unit Owners and residents must be registered with the Association's management company. Vehicle tags/placards shall be displayed so that they are visible from the outside of the vehicle.
2. Guests of Unit Owners and residents may park in their host's or another Unit Owner's parking space, provided that at least twenty-four (24) hours in advance, a Permission to Enter Form (Exhibit D) is provided to and accepted by the Association's management company.
3. Unit Owners and residents are responsible for ensuring that their guests do not park in another Unit Owner's parking space and that they comply with all parking rules.
4. Upon request, Unit Owners and residents must provide proof of automobile insurance for all vehicles parked in the garage.
5. Parking spaces shall only be used for parking operable vehicles. A vehicle will be considered inoperable if (a) it has a flat tire, (b) it does not have a rear license plate, or (c) it does not have a current registration (i.e., current sticker on the license plate).
6. The Association, its officers, directors, employees, agents, management company and representatives shall not be responsible for any loss, damage, theft or vandalism to any vehicle or any personal property left in a vehicle or in the parking areas.

B. RESTRICTIONS

1. Unit Owners and residents, as well as their guests, may not park in spaces that belong to other Unit Owners without the prior permission of such Unit Owner.
2. Vehicles used for moving or large deliveries, shall only be allowed in the loading dock during the time reserved by the Unit Owner or resident. See move-in/move-out procedures in section 1.
3. The use of vehicles is restricted to paved surfaces intended for vehicular traffic. The driving, parking, stopping or standing of vehicles on any other portion of the common elements shall be prohibited.
4. Except in cases deemed by the Board, in its sole discretion, to constitute emergencies, vehicles shall not be put up on blocks, disassembled, repaired, rebuilt, painted or constructed anywhere on the property. In such cases, Unit Owners and residents must obtain written permission from the Board before any vehicle may be disassembled, repaired, rebuilt, painted or constructed anywhere on the property.

5. Parking spaces shall be kept free from litter and debris. No dangerous, hazardous or combustible items or materials may be stored in parking spaces nor shall anything be stored in, on or above a parking space without the prior written consent of the Board.
6. Unit Owners shall be responsible for any damage to the parking garage and parking surfaces resulting from fluids leaking from a vehicle, a destructive condition of a vehicle, improper parking, collisions or any act or omission of a driver of a vehicle. Any vehicle that is leaking fluids or otherwise causing damage to the parking garage or parking surfaces shall be repaired within fourteen (14) days of notice from the Board or the Association's management company. Vehicles that are not repaired within fourteen (14) days or vehicles that continue to leak fluids or cause damage to the parking garage or parking surfaces shall be removed from the Association's property. All costs incurred by the Association to repair the parking garage, parking surfaces or other common elements due to fluids leaking from a vehicle or the condition of a vehicle or any act or omission of a driver of a vehicle, shall be charged to the responsible Unit Owner's assessment account, shall constitute a lien against the unit and shall be collectible in the same manner as any regular or special assessment or other common expense.
7. The garage shall be used for no purposes other than for ingress and egress, to park passenger vehicles, and for temporary loading and unloading. Without limiting the foregoing, no construction, painting or home improvement work shall be conducted in the garage.
8. Car washing is not permitted anywhere on the property.
9. All vehicles shall be parked entirely within the boundaries of paved surfaces marked as parking spaces.
10. No vehicles shall be parked in unmarked spaces, in tow zones or any other portions of the common elements.
11. Unit Owners and residents shall comply with signs and requests to park outside the garage or portions thereof to allow for cleaning, maintenance or repair schedules.
12. Vehicles shall not be parked in any manner which interferes with ingress to and egress from a street, drive, parking area, sidewalk, fire lane, building entrance or other portion of the common elements or which obstructs passage of other vehicles or emergency vehicles.
13. A speed limit of five (5) miles per hour must be observed at all times in the garage. Vehicles entering the garage have the right of way. Vehicles entering and exiting the garage must stop at least one (1) car length from the garage door to ensure that there is no vehicle on the other side of the door and approaching from another direction.
14. For security purposes, drivers should ensure that the garage door closes behind them after entering or exiting the garage to prevent unauthorized vehicles from entering the garage.
15. Lost or stolen transponders for the garage door must immediately be reported to the Association's management company. Lost or stolen transponders shall be replaced at the cost of \$30.00, or as may be determined from time to time by the Board.

C. IMPROPERLY PARKED VEHICLES

1. In addition to the imposition of fines, the Board may utilize any remedy to enforce the parking rules. However, Unit Owners are solely responsible, at their own risk, for calling and arranging for a vehicle to be towed from their individually owned parking space in which they have an ownership interest. Unit Owners shall be responsible for any actions that are taken with regard to such vehicles.
2. When a vehicle is towed, all costs and expenses incurred shall be the responsibility of the vehicle owner. The Association is not liable for any damage to a vehicle caused by the towing of such vehicle.
3. Any costs incurred by the Association including, but not limited to, towing expenses related to Association-owned property, storage fees and legal fees, as a result of a Unit Owner, resident or a guest of a Unit Owner or resident, violating these parking Rules or otherwise improperly parking, will be charged to the assessment account of the responsible Unit Owner, shall constitute a lien against the unit and shall be collectible in the same manner as any regular or special assessment or other common expense.

**SECTION 6
SATELLITE DISHES**

A. DEFINITIONS

1. Antenna -- Any device used for (a) the receipt of direct broadcast satellite (DBS) services, including direct-to-home satellite services; (b) the receipt of video programming services via multipoint distribution services (MDS); (c) the receipt of local television broadcast signals; or (d) the receipt or transmission of fixed wireless signals. A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it meets standards established by the Federal Communications Commission ("FCC") for radio frequency emission. Masts, cabling, supports, guy wires, conduits, wiring, fasteners or other accessories necessary for the proper installation, maintenance and use of a reception antenna shall be considered part of the antenna.
2. Exclusive-Use Area -- A limited common element adjacent to the Unit Owner's unit reserved for the exclusive use of a designated Unit Owner as defined in the Declaration and the Act.
3. Fixed Wireless Signals -- Any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high-speed Internet access to a fixed location. This definition does not include, among other things, AM/FM radio, amateur ("HAM") radio, Citizens Band ("CB") radio, and Digital Audio Radio Services ("DARS") signals.
4. Telecommunications Signals -- Signals received by DBS, local television broadcast and MDS antennas, and fixed wireless signals.

5. Transmission-Only Antenna -- Any antenna used solely to transmit radio, television, cellular or other signals. For the purpose of these Rules, the term "transmission-only antenna" shall not mean antennas designed to receive and/or transmit fixed wireless signals that meet applicable FCC transmission guidelines.
6. Unit Owner -- Any Unit Owner within the Association. For the purpose of this section, the term "Unit Owner" shall include a tenant of a Unit Owner.

B. INSTALLATION RULES

1. Antenna Size and Type

- a. "Dish" antennas designed to receive DBS services, including direct-to-home satellite services that are one (1) meter (approximately 39.37 inches) or less in diameter may be installed. Larger antennas are prohibited without the express prior consent of the Association.
- b. MDS antennas designed to receive video programming services that are (1) one meter or less in diameter or diagonal measurement may be installed. Larger antennas are prohibited without the express prior consent of the Association.
- c. Antennas designed to receive or transmit fixed wireless signals that are one (1) meter or less in diameter or diagonal measurement may be installed. Larger antennas are prohibited without the express prior consent of the Association.
- d. Antennas designed to receive local television broadcast signals may be installed, so long as the antenna fits within any applicable mast requirements.
- e. Installation of transmission-only antennas is prohibited.
- f. Antennas used to transmit signals and/or to receive signals from multiple customer locations are prohibited.
- g. All antennas not covered by the FCC regulations are prohibited.
- h. No more than one (1) antenna for each type of service may be installed by a Unit Owner.

2. Location

- a. Antennas must be installed solely in the Unit Owner's unit or on the Unit Owner's exclusive-use area. In general, that area would be a balcony or terrace adjacent to and serving the unit. Installation of antennas on a limited common element does not convert the limited common element to individual-owned property.
- b. Antennas must not extend beyond the Unit Owner's exclusive-use area or encroach upon any common elements or another Unit Owner's unit or limited common elements.

- c. Antennas shall be located in a place shielded from view from outside a building or from other units to the greatest extent possible, unless such shielding would preclude or unreasonably delay or increase the cost of reception of an acceptable quality signal.
- d. Installation shall not be on the common elements, even if an acceptable quality signal cannot be received from an exclusive-use area.

3. Installation

- a. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal and shall not encroach onto the common elements or another Unit Owner's unit or exclusive use area.
- b. All installations shall be completed so they do not damage the common elements, the limited common elements or the individual units. No installation shall be permitted which would void any warranties provided to the Association or in any way impair the integrity of a building.
- c. Improper installation can cause damage to structures, posing a potential safety hazard to Association residents and personnel. To ensure that antennas are installed in a manner that complies with the building and safety codes and manufacturer's instructions, any installer other than the Unit Owner shall provide the Association with an insurance certificate listing the Association, the Board and the Association's management company as additional insured parties prior to installation. Insurance shall meet the following minimum limits:
 - i. Contractor's General Liability: \$2,000,000.00; and
 - ii. Worker's Compensation: statutory limits for all persons performing work on the property.
- d. Antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.
- e. There shall be no penetrations of exterior building components, including, without limitation, the exterior walls of a building, without the prior express written consent of the Association. Any authorized penetration of exterior building components shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this restriction is to prevent structural damage and moisture infiltration. Exterior antenna wiring shall be installed so as to be minimally visible.

4. Maintenance

- a. Unit Owners who install or maintain antennas are responsible for all associated costs, including, but not limited to, costs to:

- i. Place (or replace), repair, maintain, inspect and remove antennas;
 - ii. Repair damage to any property caused by antenna installation, repair, maintenance, inspection, removal or use;
 - iii. Pay medical expenses incurred by persons injured by antenna installation, repair, maintenance, inspection, removal or use;
 - iv. Reimburse residents or the Association for any and all property damage caused by antenna installation, repair, maintenance, inspection, removal or use (by any means); and
 - v. Restore antenna installation sites to their previously existing condition.
- b. Unit Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Unit Owners shall be responsible for antenna maintenance, repair and replacement and the correction of any safety hazard.
 - c. If antennas become detached from their original points of installation, Unit Owners shall remove or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may, without notice, remove or repair antennas at the sole cost and expense of the Unit Owner.
 - d. Unit Owners shall be responsible for antenna repainting or replacement if the exterior surface of antennas deteriorates, provided that any repainting does not interfere with reception of an acceptable quality signal.

5. Safety

- a. Antennas shall be installed and secured in a manner that complies with all applicable municipal and state laws and regulations and manufacturer's instructions. Unit Owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit if required for safety reasons.
- b. Unless the above-cited laws and regulations require a greater separation, antennas shall not be placed within two (2) feet of power lines, above-ground or buried. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines. The Unit Owner installing the antenna shall be responsible for contacting the utility companies, as applicable, prior to any installation.
- c. Antennas shall not obstruct ingress to or egress from any unit, walkway, electrical service equipment, safety equipment, electrical panel, water shut-off valve, or any other area or equipment necessary for the safe and proper operation of the property. The purpose of this requirement is to ensure the safety of Association residents and personnel and safe and easy access to the Condominium's physical plant.

- d. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the Unit Owner's unit.
- e. To prevent electrical and fire damage, antennas shall be permanently grounded.

C. ANTENNA REMOVAL

Antenna removal requires restoration of the installation location to its previously existing condition. Unit Owners shall be responsible for all costs relating to restoration of this location.

D. ASSOCIATION MAINTENANCE OF LOCATIONS UPON WHICH ANTENNAS ARE LOCATED

- 1. If antennas are installed on property that is maintained by the Association, the Unit Owners retain responsibility for antenna maintenance. Antennas must not be installed in a manner that results in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the Unit Owners are responsible for all such costs, and such costs shall be charged to the assessment account of the Unit Owner, constitute a lien against the Unit Owner's unit and be collectible in the same manner as any regular or special assessment or other common expense.
- 2. If maintenance requires the temporary removal of antennas, the Association shall provide Unit Owners with a ten (10) day written notice, provided that there is no emergency requiring earlier removal. Unit Owners shall be responsible for removal or relocation of their antennas before maintenance begins and replacement of their antennas afterward. If they are not removed within the required time, then the Association may do so, at the Unit Owner's expense, and such costs may be charged to the assessment account of the Unit Owner, constitute a lien against the Unit Owner's unit and be collectible in the same manner as any regular or special assessment or other common expense. The Association is not liable for any damage to antennas caused by Association removal or storage.

E. INSTALLATION BY TENANTS

The Rules contained in this section shall apply in all respects to tenants or occupants of the unit other than the Unit Owner. The Unit Owner shall remain liable for any violations of this section.

F. ENFORCEMENT

If the Rules contained in this section are violated, the Association may begin action for declaratory relief with the FCC or any court of competent jurisdiction. The Association also may initiate Rule enforcement efforts and, in the event a violation is determined to have occurred, to the extent permitted by law, all appropriate sanctions may be imposed, including, but not limited to, a daily fine for violations of a continuing nature. In addition to any other available remedy, the Association may seek injunctive relief to prohibit the installation of an antenna or to seek removal of an installation. The remedies hereunder are not exclusive. In the event of any violation of this section, the Association reserves the right to utilize any and all remedies, both legal and equitable, to prevent violations or to compel enforcement. Any election of a particular remedy by the Association shall not preclude the Association from seeking any other remedy. To the extent permitted by law, the Association shall be entitled to recovery of attorneys' fees, costs and expenses incurred in the enforcement of this section, including, but not limited to, fees, costs and expenses incurred in connection with the Association's seeking of injunctive relief. Such fees, costs and expenses shall be charged to the assessment account of the Unit Owner, constitute a lien against the Unit Owner's unit and be collectible in the same manner as any regular or special assessment or other common expense.

**SECTION 7
FAIR HOUSING COMPLIANCE / HANDICAPPED ACCESS**

A. FAIR HOUSING COMPLIANCE

It is the policy of the Association to comply in full with the provisions of all applicable fair housing laws, ordinances and regulations.

B. APPLICATION OF LAW

Until determined by federal or state legislation or an administrative agency or court of law having proper jurisdiction, the common elements shall not be subject to the public facility requirements of the Americans with Disabilities Act.

C. REASONABLE MODIFICATIONS

To the extent required to conform to the Federal Fair Housing Act, the Illinois Human Rights Act and/or other applicable law, a Unit Owner may, at his or her sole cost and expense, make reasonable modifications to the common elements or the limited common elements serving his or her unit, subject to the following:

1. All modifications must be approved by the Board prior to the commencement of construction.
2. The Board may request that all requests for modifications to common elements or limited common elements be submitted in written form. However, the Association will give appropriate consideration to reasonable modification requests made orally.

3. In cases in which a resident's disability is not obvious or otherwise known to the Association or if the resident's need for a modification is not readily apparent or known, the Board may require that a resident provide additional information specifying the general nature of the disability, describing the requested modification and/or describing how the requested modification is necessary to provide an equal opportunity for a resident to use and enjoy the property.
4. The Board may require that a Unit Owner provide copies of plans, specifications, drawings, certifications and/or other reasonable documentation describing and/or depicting the proposed modifications.
5. The Board may establish reasonable guidelines for construction of any proposed modification and may require that a Unit Owner provide reasonable assurances that the construction will be performed in a workmanlike manner.
6. The Board may require a Unit Owner to obtain and furnish adequate proof of any required building permits, mechanics lien waivers and other documentation customarily furnished in connection with construction projects.
7. All modifications shall be constructed by properly insured and licensed contractors (where such insurance and licenses would otherwise be required for the proposed modification), and the Board may require that a Unit Owner furnish adequate proof of such insurance and licenses.
8. To the extent permitted by law and depending on the nature and location of the modification, the Board may require that, after completion, the modification will be maintained as necessary by the Unit Owner, at his or her sole cost and expense, in a safe and attractive condition and in accordance with the unit renovation procedures discussed in section 1.

SECTION 8 UNIT OWNER AND RESIDENT INFORMATION

A. INFORMATION REQUEST

All Unit Owners shall provide the Association's management company with a completed Unit Owner Information Form (Exhibit "F") before or at the time they take title to the property. Thereafter, the Board may request from Unit Owners from time to time certain information regarding the Unit Owners and residents. Such information may include, without limitation, the names, permanent residence addresses, telephone numbers and/or e-mail addresses of all Unit Owners, the names of all occupants of units, the identity and mailing addresses of all lenders holding a mortgage or trust deed against a unit, a description of all pets to be kept within the units, and vehicle identification information. The failure to comply with this rule may result in a fine of not less than \$250.00 which will be charged to the Unit Owner's assessment account, will constitute a lien against the unit and will be collectible in the same manner as any regular or special assessments or other common expenses.

B. ENFORCEMENT

Any expenses incurred by the Association in connection with a Unit Owner's refusal or failure to provide information as required in this section, including, without limitation, title company charges and attorneys' fees, shall be assessed to the account of the Unit Owner. Unless otherwise provided by law, any Unit Owner who fails to provide address information as required by this section shall be deemed to have waived the right to receive notices at any address other than the address of his or her unit, and the Association shall not be liable for any loss, damages, injury or prejudice to the rights of the Unit Owner caused by any delays in receiving notices resulting therefrom.

**SECTION 9
ELECTRONIC TRANSMISSIONS**

A. ELECTRONIC TRANSMISSION AGREEMENT

1. Unit Owners who desire to receive notices and other Association-related documentation and information by electronic transmission (i.e. e-mail), must sign and submit an Electronic Transmission Agreement (Exhibit "G") to the Board and/or its management company. Upon receipt of a signed Electronic Transmission Agreement by the Board or its management company, the Association shall be authorized by the Unit Owner to send any and all notices and Association-related documentation and information to the e-mail address indicated on the Electronic Transmission Agreement.
2. Upon receipt of a signed Electronic Transmission Agreement by the Board or its management company, the Board and/or its management company may, but is not obligated to, accept the signature, vote, consent or approval of the Unit Owner by e-mail, provided the Unit Owner uses the e-mail address identified in his or her Electronic Transmission Agreement and sends it to the Association's designated e-mail address.
3. Use of the e-mail address identified on the Electronic Transmission Agreement will be considered conclusive proof that the Unit Owner who signed the Electronic Transmission Agreement sent, authorized, approved and signed the e-mail and any attachments.
4. Unit Owners may not share e-mail addresses and each Unit Owner must sign and submit his or her own Electronic Transmission Agreement.

B. SENDING AND RECEIVING ELECTRONIC TRANSMISSIONS

1. Unit Owners must use the e-mail address designated on their Electronic Transmission Agreement (Exhibit G) any time they e-mail the Board or its management company. The Board and its management company may disregard, reject or block e-mail addresses that are not identified on a Unit Owner's Electronic Transmission Agreement signed by the Unit Owner.
2. E-mails may only be sent to the e-mail address(es) designated by the Association or its management company. Unit Owners shall not send Association-related e-mails to the personal e-mail address of any Board member.

3. E-mails must be related to Association business. E-mails may not be used for personal purposes or to solicit anything from the Board or its management company. E-mails may not be used to forward jokes, stories, pictures, videos or any other matter which is not related to Association business.
4. E-mails shall be considered received when sent by the Association. Unit Owners are responsible for checking their e-mails.
5. E-mails must be typed in at least 11 pt. font in black or blue font color. Senders should refrain from using abbreviations or symbols. The Board and its management company may disregard e-mails which they cannot decipher or which are difficult to read or understand.
6. E-mails may not contain offensive, vulgar or profane language or any discriminatory, disparaging or abusive comments or statements.
7. Unit Owners shall not send excessive e-mails or otherwise abuse the privilege to send e-mails to the Board or its management company.
8. Unit Owners must notify the Association if their e-mail addresses change. The Association shall have at least ten (10) business days from receipt of new contact information to update its records.
9. The Board may revoke a Unit Owner's privilege to send and receive e-mails to the Association or its management company at any time without cause and without advance notice.
10. If a Unit Owner violates any of these Rules or otherwise abuses his or her privilege to use e-mail to communicate with the Association and/or its management company, the Board may, after notice and an opportunity for a hearing, impose fines against the Unit Owner which will be added to the Unit Owner's assessment account and shall be collectible in the same manner as regular and special assessments and other common expenses.
11. When notices are sent by the Board or its management company by e-mail, or other electronic transmission approved by the Board, the individual who sent the notice will certify in writing that the delivery has been made by electronic transmission.
12. When signatures, votes, consents and/or approvals are received by the Board or its management company by e-mail, or other electronic transmission approved by the Board, copies thereof will be retained in the Association's records to the extent required by applicable law.

SECTION 10
ELECTION OF MANAGERS / MAIL-IN BALLOTS / ELECTRONIC VOTING

A. USE OF MAIL-IN BALLOTS / ELECTRONIC VOTING

Commencing with the next annual meeting of Unit Owners occurring at least one hundred twenty (120) days after the adoption of these Rules, the Board may, but shall not be obligated to, conduct an election by electronic voting and/or mail-in ballots. However, the Association shall still hold an annual meeting to elect members of the Board and the Unit Owners may vote in person or by proxy at any such meeting.

B. VOTING

1. The term "electronic transmission" shall refer to any form of communication, not directly involving the physical transmission of paper, which creates a record that may be retained, retrieved and reviewed by a recipient that may be directly reproduced in paper form by the recipient through an automated process. Such electronic transmission shall include e-mail.
2. Notwithstanding language contained in the Declaration and/or By-Laws, any vote required to be submitted by a Unit Owner, may, at the discretion of the Board, be submitted by e-mail or other electronic transmission approved by the Board provided that the Unit Owner has signed and timely submitted an Electronic Transmission Agreement (Exhibit "G").
3. The Association's management company and/or any other individual authorized by the Board may mail or send by e-mail or other electronic transmission, to those Unit Owners who have signed and timely submitted an Electronic Transmission Agreement, notice of any action requiring a Unit Owner vote, which shall include the following:
 - a. A statement of the proposed action requiring a vote;
 - b. A statement that the Unit Owners may vote in person, by mail or by e-mail or other electronic transmission approved by the Board, provided that the Unit Owner has signed and timely submitted an Electronic Transmission Agreement, for or against the proposed action;
 - c. A specified date at least ten (10) and not more than thirty (30) days after the date of such notice in which all votes must be received; and
 - d. The number of votes which must be received to meet the quorum requirements and the percentage of votes needed to carry the vote.
4. With regard to Board elections, each Unit Owner may cast one (1) vote for each available seat on the Board. Cumulative voting shall not be allowed. Unit Owners must cast a separate ballot for each unit owned by the particular Unit Owner, and votes will be tabulated on the basis of one (1) vote per unit. Only one (1) person shall be entitled to vote on behalf of each unit. If not otherwise designated, that person shall be the Unit Owner or any one (1) of multiple owners of a unit.

5. Any vote submitted by e-mail or other electronic transmission approved by the Board shall have the same effect as a vote taken in person and shall count toward purposes of establishing a quorum.
6. Upon receipt of any vote by e-mail or other electronic transmission approved by the Board, the Board shall consider whether the Unit Owner signed and timely submitted an Electronic Transmission Agreement and the vote was accurately completed and received in accordance with the notice and/or instructions of the Board.
7. Any Unit Owner that submits a vote by mail or e-mail or other electronic transmission approved by the Board, may request and cast a ballot in person at any meeting requiring a vote.
8. Proxies may not vote by e-mail or other electronic transmission. However, proxies may vote in person at any meeting requiring a vote. Only proxies with original signatures (no photocopied or faxed signatures) will be accepted unless the Unit Owner appointing such proxy has signed and timely submitted an Electronic Transmission Agreement. In such case, if the Unit Owner's signature can be reasonably verified to the Board's satisfaction, the appointed proxy may vote on behalf of such Unit Owner.

C. NOMINATION OF BOARD CANDIDATES

1. Any Unit Owner may be a candidate to serve on the Board. In the event that a Unit Owner is a corporation, partnership, trust, or other legal entity, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity shall be eligible to serve on the Board. In the event of a dispute, candidates may be required to verify that they are qualified for Board service by exhibiting written documentation acceptable to the sitting Board.
2. Any Unit Owner who wishes to have his or her name included on the ballot must submit their nomination to the Association's managing agent in writing prior to the nomination deadline to be established by the Board. The Board may require that nominations be submitted by completion of Nomination Applications (Exhibit "H"), as may be prescribed by the Board. Copies of completed Nomination Applications for all qualified Board candidates may be distributed to Unit Owners along with the ballots.
3. A nomination shall be deemed effective when made in writing or, if applicable, e-mailed and received (not postmarked) by the Association's managing agent. Unit Owners who have signed and timely submitted Electronic Transmission Agreements may submit nominations by e-mail to an e-mail address or e-mail addresses expressly designated by the Board or the Association's management company for this purpose. Nominations sent to e-mail addresses not expressly designated by the Board or the Association's managing company for this purpose will not be accepted. Neither the Association nor the Association's managing company is responsible for late, lost or misdirected e-mails.

4. The Board shall give the Unit Owners not less than twenty-one (21) days' prior written notice or, if applicable, e-mail notice of the nomination deadline for inclusion of a candidate's name on any ballot for Board elections which must be submitted by completion of a Call for Nominations (Exhibit "I"). The nomination deadline shall be no more than seven (7) days before the date the ballots are mailed, e-mailed or otherwise distributed to the Unit Owners. No nominations will be accepted after the nomination deadline.
5. Each ballot shall list (in the order of submission) the names of all qualified candidates who have properly submitted nominations in advance of the nomination deadline. In addition, space on the ballot shall be made available allowing a Unit Owner to vote for write-in candidates whose names do not appear on the ballot.

D. MAIL-IN BALLOT / ELECTRONIC VOTING PROCEDURE

1. All Unit Owners may vote by written Ballots (Exhibit "J") to be mailed, e-mailed or delivered to all Unit Owners. Unit Owners voting by written Ballot must use the Ballot issued by the Board otherwise the vote will not be counted. All Unit Owners may also vote by e-mail or other electronic transmission approved by the Board and in accordance with the instructions provided by the Board. Unit Owners voting by e-mail or other electronic transmission approved by the Board must sign and timely submit an Electronic Transmission Agreement and must comply with the instructions provided by the Board otherwise the vote will not be counted.
2. All Ballots and Notices of the Annual Election Meeting (Exhibit "K") will be mailed, delivered or, if applicable, e-mailed or sent by other electronic transmission approved by the Board to Unit Owners not less than ten (10) and not more than thirty (30) days prior to the annual meeting date.
3. All Ballots shall be returned to the Association's managing company on or before the Ballot deadline to be established by the Board. Ballots received after the Ballot deadline will be identified as "void" and will not be counted.
4. If the Board receives multiple Ballots for the same unit, only the final Ballot received on or before the Ballot deadline shall be counted. If the Board or the Board's designated agent cannot reasonably verify the identity of the party who has completed a Ballot and/or the validity of the Ballot, the Ballot will be identified as void and shall not be counted.

E. REVOCAION OF BALLOTS

1. At the annual meeting, prior to the call to order of official business, any Unit Owner may revoke his or her mail-in Ballot or electronic Ballot. If a Unit Owner opts to revoke his or her Ballot, the revoked Ballot shall be identified as "void," and the Unit Owner will then have the option of casting a new Ballot.
2. If a Ballot is received by mail or e-mail or other electronic transmission and the Unit Owner attends the annual meeting and casts a Ballot without revoking his or her previous Ballot, the later dated document will be considered valid and the earlier dated document shall be identified as "void."

F. TABULATION AT ANNUAL MEETING

1. Following the deadline for the submission of Ballots, the Ballots will be kept in a secure place until the annual meeting.
2. In order for the election to be effective, the Unit Owners of at least twenty percent (20%) of the units must cast votes in the election.
3. At the annual meeting, all Ballots will be tabulated. The vote shall be tallied and the aggregate vote totals shall be determined for each candidate. The tabulation may be completed by, with the assistance of and/or in the presence of any parties deemed appropriate by the Board, including, but not limited to, representatives of the Association's management company, Association accountants and/or Association attorneys. All candidates or such candidates' representatives may be present during the tabulation of ballots.
4. The candidates receiving the greatest number of votes with respect to the number of Board positions to be filled shall be deemed to have been elected, effective immediately. Ties will be determined by lot.
5. After the election results are known, the names of the individuals elected to the Board will be announced. Ballots and other election materials (including, but not limited to, the master tally sheet) will be retained by the Association for a period of not less than one (1) year. After the results have been announced, the Board shall convene as soon as possible to elect officers for the next year.

G. DISTRIBUTION OF ELECTION MATERIALS

All campaign literature shall clearly identify by name the proponents thereof and may be delivered to Unit Owners in person, by mail or by e-mail or other electronic transmission approved by the Board. No campaign literature shall be posted on the common elements without the prior approval of the Board. Any campaign literature posted without the permission of the Board may be removed and disposed of by the Board.

**SECTION 11
ASSESSMENTS AND ASSESSMENT COLLECTIONS**

A. PAYMENT OF ASSESSMENTS

1. Assessments are due and payable on or before the first day of every month. Checks are to be made payable to "235 W. Van Buren Condominium Association" and should be mailed or delivered to the Association's management company, unless otherwise specified by the Board.

2. A late fee of not less than \$50.00 per month shall be charged to any account upon which the full amount due has not been received by the 15th day of the month. The Board shall have the authority to increase the late fee from time to time by resolution. Any and all charges, including (but not limited to) bank charges, incurred by the Association as a result of checks returned for any reason will be charged to the Unit Owner. In addition, an administrative fee of \$50.00, or such other amount fixed by the Board resolution from time to time, will be charged for any returned check.
3. All payments received, including payments designated by a Unit Owner to be applied toward a specific obligation, will be first applied toward the oldest outstanding charges on the Unit Owner's account.

B. COLLECTION OF ASSESSMENTS

1. Any account upon which any amount due to the Association has not been paid within two (2) months of the date upon which the amount was due may be turned over to the Association's attorneys to commence collection proceedings.
2. The Association may utilize any and all remedies available pursuant the Declaration and applicable law in collecting assessments, including, but not limited to, the initiation of forcible entry and detainer (eviction) and lien foreclosure proceedings.
3. Any and all collection costs, including, but not limited to, title company charges, recording fees, management company charges, court costs and attorneys' fees, as well as late fees and bank charges, shall be assessed to the account of the Unit Owner and be collectable in the same manner as any regular or special assessment or other common expense.
4. In the event the Association incurs any fees or costs, including but not limited to attorneys' fees, court costs and management fees, in an effort to protect its interests and/or to monitor the progress of a mortgage foreclosure, bankruptcy or other legal proceeding, all such fees and costs shall be the responsibility of the Unit Owner of the unit in which the Association's interests are at issue and such fees and costs shall be charged to the Unit Owner's account, constitute a lien against the Unit Owner's unit and be collectible in the same manner as any regular or special assessment or other common expense.

**SECTION 12
ENFORCEMENT**

A. VIOLATION PROCEDURE

1. If a Unit Owner or resident is believed to be in violation of any of the provisions of the Declaration, these Rules or other Association governing documents, a signed, written complaint may be submitted to the Association by a Unit Owner, resident, member of the Board or employee or agent of the Association's management company on the Violation Report (Exhibit "L") or a written document in substantially similar form.

2. Upon the Association's receipt of a complaint alleging conduct that the Board, in its reasonable judgment, deems to be a potential violation, the Association shall mail, e-mail or deliver the Notice of Violation (Exhibit "M") to the Unit Owner and/or resident.
3. If a Unit Owner or resident either believes that no violation has occurred or that he or she has been wrongfully or unjustly charged with a violation, the Unit Owner or resident must, within fourteen (14) days after the Notice of Violation has been served upon the Unit Owner or resident, deliver to the Association a written request for a hearing concerning the alleged violation. If a request for a hearing has been delivered as required herein, a hearing on the alleged violation shall be held before the Board or a duly authorized commission or other representative, at a time, place and location to be determined in the sole discretion of the Board.
4. If no request for a hearing has been submitted within the aforementioned fourteen (14) day period, the hearing shall have been considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate action, if deemed necessary by the Board, may be taken. The Unit Owner or resident shall be notified by the Association or any authorized agent of the Association, of any such determination using the same form and in the same manner as if a hearing had been conducted.
5. Nothing herein stated shall be deemed to preclude the Board from automatically scheduling a hearing in the absence of a hearing request from the Unit Owner or resident. In the event that the Board schedules a hearing in this manner, the Association shall deliver to the Unit Owner or resident a Notice of Violation and Hearing (Exhibit "N"). The hearing shall be held before the Board or a duly authorized commission or other representative, at a time, place and location to be determined in the sole discretion of the Board.
6. A Unit Owner or resident accused of a violation will have the opportunity to defend himself or herself at the violation hearing. If the Unit Owner or resident will be having a lawyer appear with him or her at the hearing, the Board must be notified not less than five (5) business days in advance of the hearing date to allow the Board to determine whether or not to arrange for one (1) or more of the Association's attorneys to attend to assist the Board. All hearings will proceed with or without the presence of the accused person or Unit Owner, so long as notice has been sent in advance.
7. Notwithstanding the foregoing, the Board, in its sole discretion, may, but shall have no obligation to, issue a warning notice in lieu of a Notice of Violation or Notice of Violation and Hearing in cases where a violation has been corrected or it reasonably appears the violation will be promptly corrected.

B. FINES / COSTS

1. If any Unit Owner or resident is found to be in violation, the Board or any authorized agent of the Association, will notify the offending party by issuing a Ruling on Violation Report (Exhibit "O") or use of a substantially similar method of notification, and a fine may be charged to the assessment account of the responsible Unit Owner of the unit in which the offending person resides or is/was a guest, invitee or licensee. Fines are to be collected with the monthly assessments. The Unit Owner also shall pay the amount of any legal fees and costs incurred by the Association in connection with the violation and all costs, damages, expenses and other charges attributable to or resulting from the violation.
2. The Unit Owner shall pay all fines and/or other charges assessed within thirty (30) days of notification that such charges are due. Failure to make payment within this time period shall subject the Unit Owner to all of the legal and equitable remedies available for the collection of assessments.
3. All fines and related costs and expenses shall be charged to a Unit Owners account, shall constitute a lien against the unit and shall be collectible in the same manner as regular or special assessments or other common expenses.

C. AMOUNT OF FINES / FEES

1. Unless otherwise stated, the following fine and fee schedule shall be used:

Warning - \$500.00	First violation;
\$500.00 - \$1,000.00	Second violation of the same or another covenant or rule within a twelve (12) month period; and
\$1,500.00 - \$2,000.00	For each subsequent violation of the same or another covenant or rule within a twelve (12) month period.
2. For violations of a continuing nature, the Board may impose daily or weekly fines that accrue until the violation has been corrected.
3. The following fines and fees shall apply to the following specific items:
 - a. Unit Leasing Violation

\$250.00 - \$500.00	Failure to supply the signed lease and/or failure to attend an informational orientation session;
\$500.00 - \$750.00	Failure to provide a Receipt of Governing Documents Form signed by tenants and Unit Owner prior to occupancy; and
\$1,000.00	Per day for any short-term leasing or daily rentals.

- b. Move-in / Move-out Violations
 - \$250.00 - \$500.00 Failure to notify the Association's management company seventy-two (72) hours in advance of a move-in, move-out and/or failure to provide required deposits;
 - \$500.00 - \$750.00 Entry/Exit doors left open and unattended during a move; and
 - \$750.00 - \$1,000.00 Move through the front door.
- c. Pet Fees
 - \$50.00 First dog or cat; and
 - \$20.00 Second dog or cat.
- d. Violation of any Pet Rules
 - \$200.00 - \$400.00 First violation;
 - \$400.00 - \$600.00 Second violation; and
 - \$600.00 - \$1,000.00 Each subsequent violation.
- e. Insurance
 - \$250.00 - \$500.00 Per month, or any part thereof, for failure to provide proof of insurance.
- f. Information
 - \$250.00 - \$500.00 Per month, or any part thereof, for failure to provide a signed Unit Owner Information Form.
- g. Noise or Nuisance
 - \$150.00 - \$300.00 First violation; and
 - \$300.00 - \$1,000.00 Second violation.
- h. Damage to exterior walls/facade
 - \$250.00 - \$1,000.00 Per violation, including cost of repairs.
- i. Throwing any item from a balcony
 - \$250.00 - \$1,000.00 Per violation based on the facts and circumstances.
- j. Parking Violations
 - \$250.00 - \$500.00 Failure to park entirely within the boundaries of any particular parking space.

4. Notwithstanding the foregoing, the Board, in its sole discretion, may increase or decrease the foregoing amount of fees and/or fines as it deems necessary in the exercise of its reasonable business judgment.

D. OTHER REMEDIES

The remedies hereunder are not exclusive. In the event of any violation of the Declaration or these Rules, the Board reserves the right to utilize any and all remedies, both legal and equitable, to prevent violations or to compel enforcement. Without limiting the foregoing, to the extent permitted by applicable law, the Association reserves the right to take any and all actions it deems necessary prior to, subsequent to and/or without the initiation of violation proceedings in connection with any violation. Any election of a particular remedy by the Association shall not preclude the Association from seeking any other remedy.

**SECTION 13
SEVERABILITY**

If any provision of these Rules is found to be invalid, the remainder shall remain in full force and effect. To the fullest extent permitted by law, if any provision of these Rules will for any reason be found invalid, illegal or unenforceable, it is the intent of the parties to these Rules that such provision shall automatically be amended or modified to render it valid, legal or enforceable.

**SECTION 14
NOTICE**

Any Unit Owner may consent to receive notices and other Association-related documentation and information by electronic transmission in lieu of mailed or hand-delivered notices or any other Association-related documentation and information by signing an Electronic Transmission Agreement. Any notice sent by e-mail or other electronic transmission shall be deemed delivered when sent by the Association, regardless of whether the notice is actually received by the Unit Owner. All other notices sent by the Association shall be deemed delivered when deposited in the U.S. mail or when delivered in person. All notices sent by Unit Owners to the Association shall be deemed delivered when received by the Association.

EXHIBIT "A"
235 W. VAN BUREN CONDOMINIUM ASSOCIATION
RECEIPT OF GOVERNING DOCUMENTS

It is the responsibility of the Unit Owner to provide a copy of the Declaration, By-Laws and Rules and Regulations of 235 W. Van Buren Condominium Association to all tenants. This form must be signed and returned to the Association's management company prior to the sale, lease and/or occupancy of a unit. Failure to complete this form and submit it in a timely manner may result in a fine.

UNIT OWNER

I have read and fully understand the Declaration, By-Laws and Rules and Regulations of the 235 W. Van Buren Condominium Association and I agree to be bound by the 235 W. Van Buren Condominium Association Declaration, By-Laws and Rules and Regulations now in effect and hereafter adopted by the Board.

Unit No: _____ Date: _____

Unit Owner Name: _____

Unit Owner Signature: _____

Unit Owner Name: _____

Unit Owner Signature: _____

TENANT / RESIDENT

I have read and fully understand the Declaration, By-Laws and Rules and Regulations of the 235 W. Van Buren Condominium Association and I agree to be bound by the 235 W. Van Buren Condominium Association Declaration, By-Laws and Rules and Regulations now in effect and hereafter adopted by the Board.

Unit No: _____ Date: _____

Tenant Name: _____

Tenant Signature: _____

Tenant Name: _____

Tenant Signature: _____

EXHIBIT "B"
235 W. VAN BUREN CONDOMINIUM ASSOCIATION
CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the unit identified in the lease, and other valuable consideration, the sufficiency of which the Unit Owner and Tenant acknowledge, Unit Owner and Tenant agree as follows:

1. Tenant, any member of the Tenant's household, a guest or invitee pertaining to the unit or on the common elements of 235 W. Van Buren Condominium Association ("Association"), or any other person in the unit or on the common elements invited therein in any way by the Tenant or a member of the Tenant's household, shall not engage in or in any way be involved in, any criminal activity, including drug-related criminal activity, on or near the said premises. Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possessions with intent to manufacture, sell, distribute, or use of a controlled substance or cannabis (as defined by 24 C.F.R. 5.100).
2. Tenant, any member of the Tenant's household, a guest or invitee at the unit, or on the common elements, or any person in the unit or on the common elements invited therein in any way by the Tenant or a member of the Tenant's household shall not engage in any act intended to facilitate or that does facilitate criminal activity, including drug-related criminal activity, on or near said property.
3. Tenant and every member of the household shall not permit the unit to be used for criminal activity or to facilitate criminal activity in the unit or on the common elements, including drug-related criminal activity, regardless of whether the individual engaging in such activities is a member of the household, a guest or invitee, and regardless of whether the Tenant is at home during any such offense.
4. Tenant, any members of the Tenant's household, a guest or invitee in the unit or on the common elements, or any other person in the unit or on the common elements invited therein in any way by the Tenant or a member of the Tenant's household, shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, or cannabis, at any location whether in, at, on, or near the property.
5. Tenant, any members of the Tenant's household, a guest or invitee in the unit or on the common elements, or any other person in the unit or on the common elements invited therein in any way by the Tenant or a member of Tenant's household, shall not engage in any illegal activity including, but not limited to, prostitution, criminal street gang recruitment, street gang criminal drug conspiracy, unlawful possession of a firearm by a street gang member, unlawful discharge of firearm projectiles, manufacture or delivery of a controlled substance, controlled substance trafficking, terrorism, intimidation, assault, battery, dog fighting, and stalking as prohibited in the Illinois Compiled Statutes, on or near the unit or common elements, or any other activity that otherwise jeopardizes the health, safety and welfare of the Unit Owner, the Unit Owner's agent, other Tenants or residents, or any activity which involves imminent or actual property damage as defined in the Illinois Compiled Statutes.

6. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for IMMEDIATE termination of the lease. Unless otherwise provided by law, proof of a violation of this Crime Free Lease Addendum shall not require criminal conviction. PROOF OF A VIOLATION OF THIS CRIME FREE LEASE ADDENDUM SHALL BE DETERMINED BY A PREPONDERANCE OF THE EVIDENCE. A preponderance of the evidence can be determined by, but is not limited to, a police report, police citations, information received from the police department or a police officer, or any observations made by the Unit Owner or the Unit Owner's agent. Further, the Tenant understands and agrees that an arrest for a described violation or criminal activity shall be sufficient evidence of a violation and grounds for termination of tenant's tenancy and occupancy. It is hereby agreed that the Association and/or Unit Owner may use police generated reports and/or business records as a hearsay exemption, in all eviction or other actions.
7. Tenant, on behalf of himself/herself and his or her heirs, legatees, executors, administrators, representatives, agents, attorneys, successors and assigns hereby fully releases and forever discharges Unit Owner and Unit Owner's representatives, agents, successors and assigns, 235 W. Van Buren Condominium Association, its Board of Managers, members, representatives and agents from any and all claims, demands, causes of action, damages, injuries, liabilities, liens, losses, costs and expenses of any nature whatsoever including, but not limited to, attorneys' fees, personal injury damages including death, property damages, and punitive damages that Tenant or Tenant's heirs, legatees, executors, administrators, representatives, agents, successors and assigns has or may have, whether known or unknown, resulting from, arising out of or in any way related to this Crime Free Lease Addendum.
8. Tenant consents to venue and forum in any district within the county wherein the unit is located in the event the Unit Owner or the Association initiates legal action against the Tenant. Tenant hereby waives any objection to any venue chosen by Unit Owner or the Association against Tenant.
9. Tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient for purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any Tenant, co-signer, occupant or guarantor, if served upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a Tenant, co-signer, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing the lease and/or this Addendum the undersigned hereby waives any objection to service carried out under the terms of this agreement. This provision shall be effective for any extension, renewal or modification of the initial lease.
10. In case of conflict between the provisions of this Crime Free Lease Addendum and any other provisions of the lease, the provisions of this Crime Free Lease Addendum shall govern.
11. This CRIME FREE LEASE ADDENDUM is incorporated into the lease executed or renewed between the Unit Owner and Tenant.

12. Unit Owner and Tenant agree to comply with the City of Chicago licensing requirements and any related City of Chicago Ordinances.
13. Tenant and Unit Owner authorize the Association to share information related to the occupancy of the unit, including lease information to the City of Chicago and other governmental agencies as the Association in its sole discretion deems necessary.

WHEREFORE, This Crime Free Lease Addendum shall become legally binding when accepted below:

Tenant Name	Signature	Date
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Tenant Name	Signature	Date
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Tenant Name	Signature	Date
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Unit Owner Name	Unit Owner Signature	Date
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Unit Owner Name	Unit Owner Signature	Date
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Unit Owner Name	Unit Owner Signature	Date
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Property Address:



EXHIBIT "C"
235 W. VAN BUREN CONDOMINIUM ASSOCIATION
ELEVATOR REGISTRATION FORM

Unit No: _____ Today's Date: _____

Unit Owner Name: _____

Name of Person Reserving Elevator: _____

Phone: _____

If moving out, please provide the date you moved into the building and your new contact information:

Move-In Date: _____

Phone: _____

New Address: _____

Reason for elevator reservation: Move-In [] Move-Out [] Delivery []

Move / Delivery Date: _____ Time: _____

Time Slot: Monday - Saturday

8:00 am-11:00 am [] 11:00 am-2:00 pm [] 2:00 pm-5:00 pm [] 5:00 pm-8:00 pm []

Moving / Delivery Company Name: _____

MOVE-IN / MOVE- OUT / DELIVERIES: Each resident as of the effective date of these Rules, moving in AND out of the building shall provide the Association's management company with a refundable deposit in the amount of \$250.00, a non-refundable administrative move-in/move-out fee in the amount of \$200.00 and a non-refundable lease administrative fee, if applicable in the amount of \$150.00 (all of which shall be made payable to the 235 W. Van Buren Condominium Association and shall be in the form of a cashier's check, money order or certified check) at least 72 hours in advance of the moving date. The \$250.00 deposit will be returned to the resident, less any costs of damage to the common elements caused by the move. Notwithstanding the foregoing, all current residents (i.e., those residing in the building as of December 9, 2014) moving out of the building, shall provide the Association's management company with a non-refundable administrative move-out fee in the amount of \$150.00.

Signature of Person Reserving Elevator: _____

Please see and keep for your records the attached "Moving Disclaimer Form"

Received Moving Disclaimer Form (Initials _____) (Initials _____)



235 W VAN BUREN CONDOMINIUM ASSOCIATION
PERMISSION TO ENTER FORM
EXHIBIT "D"

Resident Information

Date

Unit Number

Print Name:

Signature:

Contact Phone Number:

Service Person, Visitor or Contractor Information

Full Name

Full Name

Purpose of Permission to Enter

- Service
Delivery
Repair
Pick-up
Other

In consideration for the above individual(s) to enter my unit in my absence. I hereby release and discharge 235 W. Van Buren Condominium Association and its officers, directors, members, representatives, employees and Sudler Property Management (the "released parties") from any and all claims, demands, losses, costs and damages of any nature whatsoever that I may have now or in the future resulting from or relating to, whether directly or indirectly, allowing access to my unit to an individual identified above, or any act or omission, whether negligent or otherwise, of a released party. For the same consideration, I agree to indemnify and hold harmless the released parties from and against any and all claims, demands, losses, costs and damages including, but not limited to, attorney's fees, property damages and personal injury damages.

Signature of Resident: Date:

Signature of Resident: Date:

*This Permission to Enter Form may only be changed or revoked by a writing signed by the Resident(s).

EXHIBIT "E"
235 W. VAN BUREN CONDOMINIUM ASSOCIATION
PET REGISTRATION FORM

Resident Name: _____ Unit No: _____

Phone: _____

E-Mail Address: _____

Pet Name: _____ Dog Cat

Breed: _____ Size (lbs) _____

Color / Description: _____

Age: _____ Sex: M F Neutered? Y N

Last Rabies Shot: _____ Rabies Tag No: _____

City: _____ County: _____

Pet Name: _____ Dog Cat

Breed: _____ Size (lbs) _____

Color / Description: _____

Age: _____ Sex: M F Neutered? Y N

Last Rabies Shot: _____ Rabies Tag No: _____

City: _____ County: _____

Veterinarian Name: _____

Veterinarian Address: _____

Veterinarian Phone: _____

I have read and fully understand the 235 W. Van Buren Condominium Association's rules pertaining to pets and I agree to fully comply with these Rules and any additional rules hereafter adopted by the Board and I further agree to ensure that my family, guests, invitees and pet caretakers comply with these Rules. I understand and agree that I am responsible for any Rule violations involving my pet.

Date: _____

Signature: _____

*It is recommended that pets be checked for heartworm and fleas regularly. A copy of the rabies shot certification must accompany this form and be updated on an annual basis.

EXHIBIT "F"
235 W. VAN BUREN CONDOMINIUM ASSOCIATION
UNIT OWNER INFORMATION FORM

Unit Owner Name (s): _____

Unit No: _____ Parking Space No(s): _____

Mailing Address: _____

Home Phone: _____ Cell Phone: _____

Work Phone: _____ Other Phone: _____

E-Mail Address: _____

In case of emergency contact:

Relationship: _____
Phone: _____

Are you (Unit Owner), currently residing in the unit?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Are you (Unit Owner), currently leasing the unit?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Are you (Unit Owner), currently leasing your parking space?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

Tenant / Resident Name(s): _____

Home Phone: _____ Cell Phone: _____

Date Lease Expires: _____

Vehicle Information:

Vehicle Owner (s): _____

Make: _____ Model: _____ Year: _____

Color: _____ License Plate No: _____

FOB and Transponder Serial ID No: _____

Vehicle Owner (s): _____

Make: _____ Model: _____ Year: _____

Color: _____ License Plate No: _____

FOB and Transponder Serial ID No: _____

Date: _____

Owner Name: _____

Owner Signature: _____

EXHIBIT "G"
235 W. VAN BUREN CONDOMINIUM ASSOCIATION
ELECTRONIC TRANSMISSION AGREEMENT

Unit Owner Name: _____

Each Unit Owner must sign and submit his or her own Electronic Transmission Agreement. Unit Owners cannot share e-mail addresses.

Unit Address: _____

Mailing Address:
(if different than
Unit address) _____

Telephone Number: _____

E-Mail Address:

In consideration for the ability and convenience of using electronic transmissions, I hereby give unconditional authorization to the 235 W. Van Buren Condominium Association, its officers, directors, employees, agents, attorneys, representatives, property managers and the employees and agents of the property managers (collectively referred to herein as the "Association") to send to me notices and other Association-related documentation and information by electronic transmission using the above e-mail address. This authorization is intended to be broad and may include, without limitation, transmission of meeting notices, ballots, proxies, proposed and final annual budgets, financial statements and reports, audits, notices of annual regular assessments and special assessments, proposed and new rules and regulations, amendments to the governing documents, violation notices, hearing notices, information about my assessment account and other Association documentation and information including, without limitation, documentation and information I have a right to receive pursuant to the Association's governing documents or any federal, state or local law or regulation. I hereby waive my right to receive any and all such documentation and information by mail, hand delivery or any other delivery method.

I represent that I am a Unit Owner of the unit identified above and the above e-mail address is my e-mail address and I have full authority to use it for the intended purpose. I agree that any and all e-mails, including the attachments thereto, received by the Association from the above e-mail address shall be considered sent, authorized, approved and signed by me as the Unit Owner, and my name on such e-mail, in any form, shall be considered my electronic signature and shall satisfy any requirement for a signature under the governing documents, the Illinois Condominium Property Act or any other federal or state law.

I agree to use the Association's designated e-mail address only for its intended purposes and shall not send e-mails to such e-mail address(es) which are not related to Association business. I further agree to be courteous and respectful in my e-mail communications and shall not use offensive, vulgar or profane language or make any discriminatory, disparaging or abusive comments or statements. I further agree and understand that the ability to send and receive Association information and documentation by e-mail is a privilege and that the Board may revoke such privilege at any time with or without cause and without notice.

I understand that there are risks involved with electronic transmissions and that the Association cannot guarantee the security and confidentiality of e-mail communications. I hereby assume all such risks and fully release, discharge and shall hold harmless the Association from any and all claims, liability and damages of any nature whatsoever including, but not limited to, attorneys' fees, resulting from, arising out of or in any way related to this agreement, the use of my e-mail address, the failure of e-mails to be delivered/received or to be delivered/received in a timely manner, misdirected e-mails, disclosure of e-mail addresses or the contents of e-mails to third parties, and/or the transmission of badware, viruses or other malicious programs and software.

I understand and agree that I am obligated to inform the Association if my e-mail address or any other contact information changes and hereby waive my right to receive notices and other Association information and documentation if I fail to provide such updated contact information. I also agree that the Association shall have at least ten (10) business days from receipt of new contact information to update its records. I also understand and agree that the authorization granted hereunder gives the Association the right, but not the obligation, to use my e-mail address. This agreement shall be effective until terminated in writing by certified mail to the other party.

Date: _____

Signature of Unit Owner _____

EXHIBIT "H"
235 W. VAN BUREN CONDOMINIUM ASSOCIATION
NOMINATION APPLICATION
CANDIDATE FOR BOARD OF MANAGERS

The undersigned hereby submits his or her name as a candidate for a seat on the Board of Managers of 235 W. Van Buren Condominium Association.

The undersigned does hereby certify that s/he is a Unit Owner in said condominium and is the only candidate from the unit listed below.

Completion of the following sections is optional.

Qualifications: _____

Experience: _____

Statement : _____

Date: _____, 20____

Unit Address: _____, Chicago, IL

Printed Name of Candidate

Signature of Candidate

Return this Nomination Application to:

235 W. Van Buren Condominium Association
c/o Michael Liposcak, Onsite Manager
235 W. Van Buren Street
Chicago, IL 60607

*E-Mail Address: _____

This Nomination Application must be received by _____ p.m. on _____, 201_____.

*Unit Owners must sign and timely submit an Electronic Transmission Agreement in order to e-mail this Nomination Application to the Association's managing agent. Any Nomination Applications sent by e-mail by Unit Owners who have not signed and timely submitted an Electronic Transmission Agreement shall be disregarded.

EXHIBIT "I"
235 W. VAN BUREN CONDOMINIUM ASSOCIATION
CALL FOR NOMINATIONS

Be advised that the annual election meeting of the Unit Owners of 235 W. Van Buren Condominium Association, an Illinois not-for-profit corporation, will be held at _____ p.m. on the _____ day of _____, 201_____, at _____, Illinois, for the purpose of electing the Board of Managers of said Association.

Pursuant to Subsections 18(b)(9) of the Illinois Condominium Property Act, the Association has adopted rules and regulations which establish that voting for the annual election may be conducted by mail-in ballots and/or e-mails submitted in advance of the annual election meeting or in person at the annual election meeting. This procedure requires that ballots include the names of all candidates who have given the Association timely written notice of their candidacies. Therefore, all nominations must be received on or before _____ p.m. on _____, 201_____. All Nomination Applications must be mailed, e-mailed or delivered to the Association's managing agent at:

235 W. Van Buren Condominium Association
c/o Michael Liposcak, Onsite Manager
235 W. Van Buren Street
Chicago, IL 60607
*E-Mail Address: _____

PROXIES SHALL NOT BE ALLOWED TO VOTE BY E-MAIL.

Any Unit Owners who want to vote by e-mail must sign and timely submit an Electronic Transmission Agreement. After the stated deadline, a ballot listing all of the known candidates will be sent to each Unit Owner. All ballots then must be submitted to the Association's managing agent in advance by the prescribed deadline or submitted in person at the annual election meeting. The ballots will be opened and counted at the annual election meeting and the results will be announced at that time.

Respectfully submitted,

Board of Managers
235 W. Van Buren Condominium Association

EXHIBIT "J"
235 W. VAN BUREN CONDOMINIUM ASSOCIATION
BALLOT

1. One (1) Unit Owner of each unit may vote by either: (a) mailing this ballot to:

235 W. Van Buren Condominium Association
c/o Michael Liposcak, Onsite Manager
235 W. Van Buren Street
Chicago, IL 60607

or (b) by e-mailing this ballot to _____ provided that the Unit Owner has signed and timely submitted an Electronic Transmission Agreement, otherwise an e-mailed ballot will be identified as "void" and shall not be counted.

2. Any ballot mailed to any location other than the above address or e-mailed to any other e-mail address, will be identified as "void" and shall not be counted. For your convenience, a return envelope is enclosed. Unit Owners may only send ballots by e-mail for their own units. Proxies may not vote by e-mail.
3. To vote by e-mail, either scan and attach this completed Ballot to an e-mail message directed to the designated e-mail address provided above, or type in the body of the e-mail:

"I hereby vote for the following persons to serve on the Board of Managers of 235 W. Van Buren Condominium Association: (list the names of persons for whom you are casting your vote).

4. This ballot must be received (not postmarked) at the above designated address on or before _____ p.m. on _____, 201____ (the "Ballot Deadline"). Ballots which are not received at the above designated address on or before the Ballot Deadline will be identified as "void" and shall not be counted.
5. Please clearly fill out all the requested information below. If the Association cannot reasonably verify the identity of the person who has completed this ballot, this ballot will be identified as "void" and shall not be counted.
6. Each Unit Owner must cast a separate ballot for each unit he or she owns. If more than one (1) unit is indicated below, this ballot will be identified as "void" and shall not be counted.
7. This ballot shall not be reproduced in any form.
8. You may cast votes for the qualified person(s) who have submitted their names as candidates. The names of candidates appear below in the order in which the candidates filed their Nomination Applications with the Association. You also may cast votes for write-in candidates.
9. If you attend the meeting, you may revoke this ballot and receive a new ballot to vote.

I hereby vote for the following persons to serve on the Board of Managers of 235 W. Van Buren Condominium Association:

_____ [candidate name]

_____ [candidate name]

_____ [candidate name]

_____ [candidate name]

_____ [write-in candidate]

_____ [write-in candidate]

Date

Signature

Owner Name (print)

_____, Chicago, IL
Unit Address

EXHIBIT "K"
235 W. VAN BUREN CONDOMINIUM ASSOCIATION
NOTICE OF ANNUAL ELECTION MEETING

The annual election meeting of the Unit Owners of 235 W. Van Buren Condominium Association, an Illinois not-for-profit corporation, will be held at _____ p.m. on the _____ day of _____, 20____, at _____, Illinois, for the purpose of electing the Board of Managers of said Association.

Pursuant to Subsections 18(b)(9) of the Illinois Condominium Property Act, the Association has adopted rules and regulations which establish that voting for the annual election may be conducted by e-mail and/ or mail-in ballots submitted in advance or in person at the annual election meeting. Unit Owners who want to vote by e-mail must complete and submit an Electronic Transmission Agreement.

NO PROXIES SHALL BE ALLOWED TO VOTE BY E-MAIL.

Following the Call to Order, the submission of ballots in person or revocation and replacement of previously-submitted ballots shall be allowed for 15 minutes or for so long as is necessary to process such transactions for those Unit Owners in attendance. Thereafter, voting shall be closed. The vote will be tabulated and the results will be announced thereafter.

The Board shall meet immediately following the Unit Owners' annual election meeting to elect its officers and to conduct other business as may be required.

Respectfully submitted,

Board of Managers
235 W. Van Buren Condominium Association

EXHIBIT "L"
235 W. VAN BUREN CONDOMINIUM ASSOCIATION
VIOLATION REPORT

PLEASE NOTE: A Violation Report must be completely filled out or the complaint will not be considered valid by the Board. After the report has been filed, it may be necessary for you to appear at a violation hearing held at the next regularly scheduled Board meeting (or as may otherwise be scheduled). The accused party will also be asked to attend any scheduled violation hearing. After hearing this case, the Board will determine if a violation occurred and if a fine should be levied.

Alleged Offender's Name: _____

Alleged Offender's Unit Address: _____

Incident Location: _____

Date/Time of Incident: _____

Alleged Violation(s):

Report Submitted By: _____

Unit Address: _____

Phone Number: _____

Signature: _____

Date: _____

PLEASE COMPLETE AND RETURN TO:

235 W. VAN BUREN CONDOMINIUM ASSOCIATION
c/o Michael Liposcak, Onsite Manager
235 W. Van Buren Street
Chicago, Illinois 60607

EXHIBIT "M"
235 W. VAN BUREN CONDOMINIUM ASSOCIATION
NOTICE OF VIOLATION

**SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND REGULAR MAIL**

DATE OF NOTICE: _____

UNIT OWNERS / RESIDENTS: _____

UNIT ADDRESS: _____
Chicago, IL 60607

Pursuant to Section 18.4(l) of the Illinois Condominium Property Act (the "Act"), you are hereby notified that you are charged with a violation of the Act and/or the Declaration and/or Rules and Regulations for 235 W. Van Buren Condominium Association.

It has specifically been alleged that you have engaged in the following conduct: _____

If verified, the alleged conduct would be in violation of _____

Please be advised that you must take the actions specified in Section 12 of the Rules and Regulations if you believe the charge(s) is/are unjustified. **PURSUANT TO THE RULES AND REGULATIONS, IF YOU FAIL TO REQUEST A HEARING WITHIN FOURTEEN (14) DAYS OF THE DATE OF THIS NOTICE, YOU WILL BE FOUND TO BE IN VIOLATION BY DEFAULT. A HEARING MUST BE REQUESTED IN WRITING AND MUST, WITHIN FOURTEEN (14) DAYS OF THE DATE OF THIS NOTICE, BE RETURNED TO 235 W. VAN BUREN CONDOMINIUM ASSOCIATION c/o Michael Liposcak, Onsite Manager, 235 W. Van Buren Street, Chicago, Illinois 60607.**

Should the Board conclude that there has been a violation, the Association may take further action against you as authorized by the Act and/or other applicable law, the Declaration and/or the Rules and Regulations, including, but not limited to, the imposition of a fine and/or the initiation of proceedings seeking eviction and/or injunctive relief. Furthermore, if the Board finds that there has been a violation, any and all expenses incurred by the Association in connection with the violation, including, but not limited to, the cost of correcting the violation, court costs and attorneys' fees, may be assessed against the Unit Owner's account.

BOARD OF MANAGERS
235 W. VAN BUREN CONDOMINIUM ASSOCIATION

EXHIBIT "N"
235 W. VAN BUREN CONDOMINIUM ASSOCIATION
NOTICE OF VIOLATION AND HEARING

**SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND REGULAR MAIL**

DATE OF NOTICE: _____

UNIT OWNERS / RESIDENTS: _____

UNIT ADDRESS: _____
Chicago, IL 60607

Pursuant to Section 18.4(l) of the Illinois Condominium Property Act (the "Act"), you are hereby notified that on _____, 201_____ at _____M., at _____, the Board of Managers of 235 W. Van Buren Condominium Association shall convene for the purpose of conducting a hearing regarding your alleged violation of the Act, the Declaration and/or the Rules and Regulations.

It has specifically been alleged that you have engaged in the following conduct: _____

If verified, the alleged conduct would be in violation of: _____

You are strongly encouraged to attend the above-mentioned hearing. The hearing will provide you with the opportunity to address the allegations that have been made against you and to explain any relevant circumstances which may exist. Should the Board conclude that there has been a violation, the Association may take further action against you as authorized by the Act and/or other applicable law, the Declaration and/or the Rules and Regulations, including, but not limited to, the imposition of a fine and/or the initiation of proceedings seeking eviction and/or injunctive relief. Furthermore, if the Board finds that there has been a violation, any and all expenses incurred by the Association in connection with the violation, including, but not limited to, the cost of correcting the violation, court costs and attorneys' fees, may be assessed against the Unit Owner's account.

BOARD OF MANAGERS
235 W. VAN BUREN CONDOMINIUM ASSOCIATION

EXHIBIT "O"
235 W. VAN BUREN CONDOMINIUM ASSOCIATION
RULING ON VIOLATION REPORT

DATE: _____

TO: _____

On the _____ day of _____, 20____, the Board of Managers conducted a hearing concerning your alleged violation of the Declaration and/or Rules and Regulations of the Association regarding:

This allegedly was violated by: _____

The Board has taken the following action:

- The Board has determined that no violation occurred.
- The Board has determined that a violation has occurred. This warning notice is being issued instead of a fine.
- The Board has determined that a violation has occurred. A fine in the sum of \$_____ has been assessed against your unit account.
- The Board has determined that a violation of a continuing nature has occurred and is occurring. Accordingly, effective _____, 201____, a daily / weekly (circle one) fine in the amount of \$_____ will be assessed against your unit account until the violation has been corrected.
- As a result of the violation, costs and/or legal fees in the amount of \$_____ have been incurred by the Association and these expenses are being charged against your unit account. Further expenses may be charged against your unit account.
- Legal proceedings may be instituted if further violations occur.

BOARD OF MANAGERS
235 W. VAN BUREN CONDOMINIUM ASSOCIATION

