

400
NORTH
LaSalle

April 5, 2019

Re: Adopted Rules and Regulations
Effective March 28, 2019

Dear Unit Owners:

As you are aware, the Management Office distributed a copy of the revised Rules and Regulations on or before March 18, 2019 along with the proposed changes for unit owner review. The Board of Directors held a meeting of the unit owners on Thursday, March 28, 2019 at 6:00 p.m. prior to the regularly scheduled board meeting to discuss the proposed changes. Unit owners present did not have any questions or comments, and the Board of Directors adopted and approved the revised Rules and Regulations during the March 28, 2019 board meeting.

Please find attached a copy of the newly adopted Rules and Regulations including all appendices for your records. Note that the following fees and fines were also approved effective March 28, 2019:

1. The move in fee increased from \$250.00 to \$400.00.
2. The move out fee increased from \$250.00 to \$300.00.
3. A \$25.00 additional ½ hour move fee has been added.
4. A \$25.00 move cancellation fee has been added.
5. The service recoveries fee increased from \$30.00 to \$35.00 per hour.
6. A \$50.00 vehicle fluid leak fee has been added. This fee applies to leaks that may occur in the parking garage, driveway, and loading dock areas.
7. The late fee increased from \$100.00 to \$150.00.
8. A Unit Repairs-Parts Price List was created as Appendix F.

Management and the Board of Directors would like to thank all unit owners for your cooperation and participation related to the adoption of the Rules and Regulations of the Association.

If you should have any questions, do not hesitate to contact the Management Office at (312) 222-1444.

Respectfully,



Ms. Robin R. Lay, CPM, CAM, Broker
Property Manager, C/O 400 N. LaSalle Condominium Association
Lieberman Management Services as Agent

cc: Board of Directors, 400 N. LaSalle Condominium Association
Attachment

400
NORTH
LaSalle

RULES
&
REGULATIONS

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INTRODUCTION

It is the intent that these Rules & Regulations for the 400 North LaSalle Condominium Association (the "Rules") will benefit all Unit Owners and Residents by providing a practical framework for everyday living that will help to ensure mutually comfortable surroundings and security to all Unit Owners and Residents, with the understanding that all Unit Owners and Residents are entitled to the same degree of courtesy and consideration, and that no Unit Owner or Resident shall do or permit any act which unreasonably interferes with another Unit Owner's or Resident's right to the quiet use and enjoyment of his/her property.

All Unit Owners and Residents are legally obligated to observe all of the provisions of the Condominium Declaration (the "Declaration") and By-Laws (as they may be amended from time to time) as well as the Rules. The Rules will govern the conduct of all Unit Owners and Residents, and any person on the property at the invitation or permission of any Unit Owner or Resident. Unit Owners and Residents shall be legally responsible for their own conduct, as well as the conduct of their family members living in their Unit, and any of their guests and invitees.

As a matter of fairness to all Unit Owners and Residents, these Rules will be enforced on a consistent basis. Any violation of these Rules will result in appropriate action being taken by the Board of Directors (the "Board") of the 400 North LaSalle Condominium Association (the "Association") in accordance with its powers and duties.

All Unit Owners must retain and refer to the Declaration obtained at closing; additional copies may be obtained by contacting the Management Office. The Declaration and By-Laws must always be referenced for additional information regarding items referred to in these Rules. All rules, restrictions and covenants set forth in the Condominium Instruments (all recorded documents and authorized amendments including, but not limited to, the Declaration, By-Laws, and Plat) are incorporated as part of these Rules and are subject to the enforcement procedures set forth herein. To the extent that the provisions of applicable law, the Declaration, and/or the Rules are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Condominium Instruments and then the Rules.

The Board of Directors, not the Unit Owners, adopts and amends the rules and regulations of this Association using the following procedure: a) a notice of a meeting is called by the Board for the purpose of discussing the proposed rules and regulations. A copy of the proposed rules and regulations must be delivered to all Unit Owners no less than ten (10) days prior to the date of the meeting; b) at the meeting, Unit Owners are given an opportunity to voice their opinions about the proposed rules and regulations; c) following the meeting with the Unit Owners, at an open meeting of the Board of Directors, the Directors, not the Unit Owners, vote to either adopt the rules and regulations as proposed or they may modify the rules and regulations to reflect the comments of the unit owners; and d) finally, notice of the Rules and Regulations that were adopted are sent to all Unit Owners with the date clearly shown on which the Rules

and Regulations become effective. The Rules and Regulations are not to be applied retroactively.

General Information

The 400 North LaSalle Condominium Association is composed of all Unit Owners. The Board consists of seven members elected to represent the entire Association and to supervise its affairs. To the extent required by law, Board meetings are open to all Unit Owners, who are encouraged to attend. The Declaration provides that there are to be at least four meetings of the Board each year. The first Annual Meeting of the Board will be held within ten days of the first Annual Meeting of Unit Owners. Notification of annual elections, regular and special meetings, etc., will be provided to all Unit Owners. The monthly assessment statement, the Association newsletter, other officially distributed notices, or the bulletin board near the mailboxes and/or elevators will notify Unit Owners of meeting dates and other changes.

The Association has engaged professional property management services and employs a Property Manager to handle the administration of the building, under the direction of the Board. All correspondence, excluding bill payment, regarding the 400 North LaSalle Condominium Association must be directed to the Management Office. Mail must be addressed as follows:

400 North LaSalle Condominium Association
Management Office
400 North LaSalle Drive, First Floor
Chicago, Illinois 60654

Correspondence to the Board must be sent in care of the Property Manager for forwarding. The President of the Association may direct the Property Manager to respond on behalf of the Board.

The Management Office is located on the 1st floor of the building. On weekends, in the evenings, or during other times when the Management Office is closed, the Door Staff on duty will field requests for service and will contact the Property Manager or Maintenance Supervisor if there is an emergency. Whenever the Management Office is closed, the Door Staff must be contacted for requests for maintenance, to report an emergency, or to report any conduct in violation of the building's Declaration, By-Laws or Rules & Regulations.

Important Phone Numbers

Management Office:	312-222-1444	Police or Fire Emergency:	911
Office Fax:	312-222-0624	Police: 18th District/Ward 42:	312-742-5870
Door Staff Station:	312-645-3400	Non-Emergency:	311
Receiving Room:	312-245-9293		

Condominium Website

The 400 North LaSalle Condominium website is located at www.400nlasalle.com For your login information please contact the Management Office. The Management Office updates information, announcements, and Association forms and documents. Here is a list of some of the information that can be found on the site:

- Rules & Regulations
- Declaration and Amendments
- Board Meeting Minutes
- Calendar of Events
- Pet Registration Form
- Association Budget
- Audits

Emergency Procedures

Every effort is made to make the 400 North LaSalle Drive Condominium a safe and pleasant place to live. However, in the event of an emergency, be prepared to follow the instructions of the Fire Department, other emergency personnel and/or the building staff.

If you, or any member of your household, are physically challenged and will be in need of assistance, please advise management accordingly. All Unit Owners and Residents must provide the management office with a confidential information form, which provides the names of each full-time resident, work and home phone numbers and emergency contact persons that the management office will use in the event of any emergency. Unit Owners and Residents must update this information if it changes. The confidential information form also provides for ongoing entry authorization so that the designated parties can have access to your Unit in your absence.

If you order an ambulance or other emergency service, please notify the Doorperson immediately to expedite access to your Unit.

If you or someone else is in need of emergency medical assistance, contact 911. Be prepared to provide the name of the person needing assistance, the person's location, and the nature of

the injury or illness. If known, you must provide the name and number of the person's doctor and the name and number of anyone to be notified.

To report a fire in the building, call 911 immediately. You will need to provide the Chicago Fire Department with this address, 400 North LaSalle Drive Condominium, your Unit number and the location of the problem. After reporting the problem to 911, please call the management office or the Doorperson immediately to alert building personnel.

We urge you to familiarize yourself with the stairwell location map. As in any high-rise, in the event of a fire, do not use the elevators. Evacuation, if necessary, will be at the direction of the Fire Department personnel.

In compliance with City code, each Unit has been installed with one or more smoke detectors. A good safety reminder is to change the batteries in your detectors whenever the time changes to or from daylight saving time.

If necessary, Doorpersons are capable of reaching the Property Manager or building engineer seven days a week, twenty-four hours per day, for emergency situations.

As per Chicago Code, the Association has an emergency manual which includes specific procedures in the event of an emergency. The manual is located at the front desk, in the management office and in the building engineer's office. The staff reviews these procedures on a regular basis. Residents also need to know the emergency procedures.

Water Emergencies/Leaks

If a resident becomes aware of water leakage or damage, the Doorman and the Management Office must be notified immediately. Water damage is often difficult to trace. The earlier the maintenance staff attempts to find the source of the water problem, the better the chance of finding and repairing the source of the water.

Once the source of a leak is determined, the Unit Owner or Resident involved will be informed of the nature of the problem.

If the source of any water damage is found to be a particular Unit Owner's responsibility, all common element damage caused by the water is the financial responsibility of that particular Unit Owner.

Under the Illinois Condominium Property Act, the Association will file a claim with its insurance company if a water leak causes damage to the common elements to the extent that the cost of repairing damaged common elements is not covered by the Association's insurer due to the insurance policy deductible, the board may charge such costs to the owner of the unit from which the cause of loss originated. Prior to making such a determination the board must provide the Unit Owner with notice of its intent to charge back the insurance deductible and provide the Unit Owner with an opportunity for a hearing before the board. If the Unit

Owner is responsible for a water leak which causes damage to another unit or the personal property located therein, the affected Unit Owner must contact his/her insurance company and/or deal with the Unit Owner responsible for the damage directly. The association will not be involved in such disputes.

Leaking water is considered an emergency, and the investigation of a problem may require management access to a Unit. **In such a case, management will access any unit without unit owner notification or approval to investigate a reported leak.** If a Unit Owner or Resident has not left current keys with Management, force may be used to gain access to the Unit. The Unit Owner will be responsible for the costs of repairing any damage incurred.

Definitions

Association: The 400 North LaSalle Condominium Association, of which all Unit Owners are members.

Board: The Board of Directors of the 400 North LaSalle Condominium Association. The Board is elected by the members of the Association.

Common Elements: All of the condominium property (such as the building entrance, Lobby, hallways, stairwells, laundry, pool, and patio/pool deck) except individual Units. Common Elements include the exterior surfaces of all unit walls, the hallways, and all other areas not included within a specific unit.

Condominium Instruments: Means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws, Rules and Regulations, and Plat.

Garage Right User: A Unit Owner who purchases a Garage Right to lease a space in the Mart Parc Garage.

Garage Right Lessee: A Unit Owner or Resident of 400 North LaSalle who leases a Garage Right in the Mart Parc Garage from a Garage Right User.

Garage Space Owner: The Unit Owner who holds title to a Garage Space in The Nest.

Garage Space Lessee: A Unit Owner or Resident of 400 North LaSalle who leases a Garage Space in The Nest from a Garage Space Owner.

Lessee: A person who leases the use of a Unit from the Unit Owner, that is, a renter.

Limited Common Elements: A portion of the Common Elements of the building that is reserved for the exclusive use of one or more but less than all Unit Owners. Examples: garage rights, balconies.

Majority of Unit Owners: Means the Owners of more than 50% of the aggregate interest of the undivided ownership of the Common Elements.

Quorum: The percentage of Unit Owners constituting a quorum shall be 20% unless the Unit Owners holding a majority of the percentage interest in the association provide for a higher percentage.

Reserves: Means those sums paid by Unit Owners which are separately maintained by the Board of Directors for the purposes specified by the Board of Directors or the condominium instruments. A well-run Condominium Association will have sufficient reserves to replace and/or repair capital expense items when necessary.

Resident: A person who resides in a Unit.

Smoking: “Smoke” or “smoking” for the purposes of these Rules and Regulations means the smoking, chewing, or burning of tobacco, herbs or other organic matter, including medically prescribed marijuana, by means of a pipe, cigar, cigarette or other smoking equipment; in addition, “smoking” also includes the use of electronic cigarettes (also referred to as “e-cigarettes”), regardless of whether tobacco, herbs or other organic matter is involved.

Unit: A part of the condominium property that is owned by the Unit Owner.

Unit Owner: The person(s) who is (are) the legal owner(s) of a Unit.

RULES AND REGULATIONS

AMENITIES

Fitness Center

The Fitness Center and equipment are provided solely for the use of Unit Owners and Residents and their guests. It is expressly understood and agreed to by anyone entering the Fitness Center that use of the room or any equipment is at the person's own risk. It is recommended that the exercise equipment not be used without first consulting with a private physician. The Association, Board, Management Company and their employees are not responsible for any injuries or accidents incurred through use of the Fitness Center, nor are they liable for any losses (including but not limited to personal property losses) arising out of the use of the Fitness Center.

The following rules are in effect to make the Fitness Center more enjoyable for everyone:

1. Children under the age of 18 years old are not allowed in the Fitness Center.
2. No Unit Owner or Resident shall use the exercise equipment in the Fitness Center in such a manner as to restrict its use by other Unit Owners or Residents for unreasonable periods of time. Whenever there is someone waiting, use of a particular piece of exercise equipment must be confined to a maximum of thirty minutes.
3. Smoking, eating food, or drinking alcoholic beverages in the Fitness Center is prohibited. Non-Alcoholic beverages brought into the Fitness Room may be stored or housed only in covered, non-breakable containers. Absolutely no glass containers of any kind are ever allowed in the Fitness Center.
4. Unit Owners and Residents using the Fitness Center must wear proper attire (including shirts and shoes).
5. All free weights in the Fitness Center must be placed gently back into their rack. Free weights or dumbbells must not be dropped onto the floor.
6. Malfunctioning exercise equipment in the Fitness Center must be reported to the Door Staff or the Management Office immediately.
7. Talking on cell phones in the Fitness Center is prohibited.
8. Pets are not allowed in the Fitness Center.
9. Any violation of the Fitness Center Rules by a Unit Owner or Resident, or by a guest or invitee of a Unit Owner or Resident will, depending on the nature of the violation, subject that Unit Owner to a possible fine and/or suspension of access rights to the Fitness Center, in addition to any and all other disciplinary measures available to the Board.

Laundry Room

1. Persons using the Laundry Room do so at their own risk. The Association assumes no liability or responsibility for the operation or maintenance of the Laundry Room.
2. Children under the age of 18 in the Laundry Room must be accompanied by an adult.
3. Smoking, eating food or drinking beverages of any kind in the Laundry Room is prohibited.
4. Pets are not allowed in the Laundry Room.
5. Appropriate attire, including shirts and shoes, must be worn in the Laundry Room.
6. Persons using the Laundry Room must keep it in a clean and neat condition.
7. Laundry must not be kept inside a machine longer than thirty (30) minutes after the final cycle has completed. Laundry found after such time may be removed and disposed of without notice or recourse.
8. Neither the Association nor the Board is liable for any damage to garments resulting from or alleged to have resulted from the use of the equipment in the Laundry Room.
9. Any violation of the Laundry Room Rules by a Unit Owner or Resident, or by a guest or invitee of a Unit Owner or Resident will, depending upon the nature of the violation, subject that Unit Owner to a possible fine and/or suspension of their access rights to the Laundry Room, in addition to any and all other disciplinary measures available to the Board.

Patio & Grill Area

In order for there to be no confusion in construing these Rules & Regulations, be advised that the outdoor areas on the eighth floor of the building have been divided into two separate sections, the first being the Pool/Whirlpool Area, which includes the pool, the whirlpool and the entire deck area surrounding the pool and whirlpool, the second being the Patio and Grill Area, which is the remainder of the outdoor area. There is a fence that divides the two pool sections on the eighth floor. To the west of the fence is the Pool/Whirlpool Area; to the east of the fence is the Patio and Grill Area.

1. Strollers and walkers are allowed.
2. Children under the age of 18 must be accompanied by a parent or guardian at least 18 years or older.
3. When transporting food to and from the Grill Area (including food cooked on grills) ALL food must be in a sealed container to avoid spills and odors in common areas and elevators.
4. Persons under the influence of alcohol or exhibiting erratic or offensive behavior will not be permitted in the Patio & Grill Area and will be asked to leave. Any Unit Owner or Resident that refuses the request of a Management or Association staff member/employee to leave the Patio & Grill Area will be in violation of these Rules & Regulations.
5. Pets are not allowed in the Patio & Grill Area.
6. Smoking or use of tobacco products and e-cigarettes is not allowed.
7. Running and/or jumping is not allowed.

8. Any Unit Owner, Resident, or guest or invitee thereof, who elects to make use of the grills located on the eighth floor, does so at his/her own risk. The Association, Board, Management Company, and their employees are not responsible for any injuries or accidents incurred through use of the grills, nor are they liable for any losses (including but not limited to personal property losses) arising out of the use of the grills.
9. Any Unit Owner, Resident, or guest or invitee thereof, who elects to make use of the grills located on the eighth floor, must do so in a safe and reasonable manner so as not to cause injury to any person or property.
10. The fire pit is not to be used for any type of cooking. Children must not be left unaccompanied near the fire pit. No sitting on the edge of the fire pit allowed and no objects should be set on it. Placing objects on the edge of the fire pit is prohibited. The Association, Board, Management Company, and their employees are not responsible for any injuries or accidents incurred through use of the fire pit, nor are they liable for any losses (including but not limited to personal property losses) arising out of the use of the fire pit.
11. Any devices used for playing music are not permitted unless operated using headphones.
12. Any person found in the Patio and Grill Area when closed will lose pool privileges for the entire season.
13. Every year, each Resident will receive a pass allowing access to the combined areas comprising the Patio & Grill Area and Pool/Whirlpool Area for the entire season. Each Unit shall also be given four guest passes to the combined areas comprising the Patio & Grill Area and Pool/Whirlpool Area for the entire season. A Unit may purchase up to two additional pool guest passes to combined areas comprising the Patio & Grill Area and Pool/Whirlpool Area for a particular day. Anyone found in the combined areas comprising the Patio & Grill Area and Pool/Whirlpool Area without the appropriate pass will be asked to leave.
14. Any violation of the Rules by a Unit Owner or Resident, or by a guest or invitee of a Unit Owner or Resident will, depending upon the nature of the violation, subject that Unit Owner to a possible fine and/or suspension of their access rights to the Patio and Grill Area, in addition to any and all other disciplinary measures available to the Board.

Pool/Whirlpool Area

Swim at your own risk. There is no pool attendant on duty.

1. Management will give notice of the beginning and ending of the Pool Season.
2. All persons will be required to take a shower before entering the pool or whirlpool; if you leave either area, you must shower again before re-entering either area.
3. Children wearing diapers must also wear rubber pants. Strollers and walkers are not permitted in the Pool/Whirlpool Area; however, they are allowed in the Patio and Grill Area.
4. Any children under the age of 18 in the Pool/Whirlpool Area must be accompanied by a parent or guardian at least 18 years or older.
5. Every year, each Resident will receive a pass allowing access to the combined areas comprising the Patio & Grill Area and Pool/Whirlpool Area for the entire season. Each

Unit shall also be given four guest passes to the combined areas comprising the Patio & Grill Area and Pool/Whirlpool Area for the entire season. A Unit may purchase up to two additional pool guest passes to combined areas comprising the Patio & Grill Area and Pool/Whirlpool Area for a particular day. Anyone found in the combined areas comprising the Patio & Grill Area and Pool/Whirlpool Area without the appropriate pass will be asked to leave.

6. All guests of a Unit Owner or Resident being allowed access to the Pool/Whirlpool Area must be accompanied by that Unit Owner or Resident, or a 400 N. LaSalle Resident host.
7. The consumption of non-alcoholic beverages is permitted in the Pool/Whirlpool Area, but only if the non-alcoholic beverage in question is contained in a plastic cup or plastic container. Absolutely no glass items are permitted anywhere in the Pool/Whirlpool Area. Residents and Guests may not consume beverages while in the water of the Pool/Whirlpool Area.
8. The consumption, imbibing or drinking of any type of alcoholic beverage is not allowed in the Pool/Whirlpool Area.
9. Persons under the influence of alcohol or exhibiting erratic or offensive behavior will not be permitted in the Pool/Whirlpool Area, and will be asked to leave. Any Unit Owner or Resident who refuses the request of a Management or Association staff member/employee, or agent to leave the Pool/Whirlpool Area will be in violation of these Rules & Regulations.
10. Approved life preservers are the only buoyant objects permitted in the pool.
11. Pets are not allowed in the Pool/Whirlpool Area.
12. Smoking or use of tobacco products and e-cigarettes is not allowed.
13. Running or jumping is not allowed in the Pool/Whirlpool Area.
14. Any devices used for playing music are not permitted unless operated using headphones. Throwing anything from an apartment window or balcony into the Pool/Whirlpool Area is strictly prohibited (see the Balconies section). Sunbathers may use oil and lotions; however, the Board asks that you shower before entering the pool.
15. Only proper swimwear is to be worn in the Pool or the Whirlpool.
16. Diving is not permitted in the pool or the whirlpool.
17. Any violation of the Pool/Whirlpool Area Rules by a Unit Owner or Resident, or by a guest or invitee of a Unit Owner or Resident will, depending upon the nature of the violation, subject that Unit Owner to a possible fine and/or suspension of their access rights to the Pool/Whirlpool Area, in addition to and all other disciplinary measures available to the Board.

Pool Chairs (The “No-Dibs” Rule)

“Dibs” is defined as a common informal convention to reserve or declare full or partial ownership of a community resource. The number of Unit Owners and Residents is significantly higher than the number of available chairs in the Pool/Whirlpool Area. Consequently, there are no “dibs” at the 400 N. LaSalle Condominium Building. The building

pool chairs are available to all Unit Owners, Residents, and their guests, on a “first-come, first serve” basis and a “use it or lose it” basis. Any towels, personal belongings, etc. left unattended on or around a chair beyond a reasonable amount of time will be removed.

Social Room (Day-to-Day, Non-Rental Situations)

Located on the 8th floor, the Social Room is available to all Unit Owners and Residents on all the other days of the year when the Social Room hasn’t been rented or reserved.

1. The Social Room is not to be used as the business office of any Unit Owner/Resident; nor is it to be used for phone conferences.
2. Pets are not allowed.
3. Smoking or use of tobacco products is not allowed.
4. Running/jumping is not allowed.
5. All Unit Owners and Residents with guests or invitees in the Social Room, or Unit Owners whose Lessees have guests or invitees in the Social Room are responsible for the actions and behaviors of those guests and/or invitees as set forth on (Guest/Invitees) of the Rules and Regulations.
6. Any violation of the Social Room Rules by a Unit Owner or Resident, or by a guest or invitee of a Unit Owner or Resident will, depending upon the nature of the violation, subject that Unit Owner to a possible fine and/or suspension of their access rights to the Social Room, in addition to and any other disciplinary measures available to the Board.

Social Room (Rental Situations)

1. A deposit and fee (two separate checks made payable to 400 North LaSalle Condo) must accompany rental reservations. The deposit is refundable only if the Social Room is cleaned and the policies governing its use have been adhered to. Any cleaning costs or damages will be deducted from the deposit. There may be a cancellation fee for reservations cancelled less than 72 hours in advance.
2. The Management Office will assist any Unit Owner or Resident interest in reserving the Social Room to host a non-commercial function. Unit Owners and Residents are prohibited from using the Social Room for commercial events.
3. An inspection of the Social Room will be made with you prior to your event. After the inspection, the Pre-Party Checklist indicating any damages to the room will be signed by you and Management prior to your event. If a Pre-Party Checklist is not submitted, all disputes of damages are waived. Any unreported damages found the following day will be charged to the user.
4. The maximum capacity in the Social Room must not exceed 30 guests. A guest list must be provided to the Management Office prior to the event. The Doorman will check guests in according to the guest list the day of the event.
5. Unit Owners and Residents and guests are to remain only in the Social Room. Visiting other Common Elements in the building, including the Pool/Whirlpool Area and the Patio and Grill Area, is not permitted.

6. Live bands, disc jockeys, or excessive noise from other audiovisual equipment are not permitted in the Social Room.
7. All guests and/or invitees of Unit Owners and Residents are responsible for complying with all the Rules and Regulations of the Association while on the property. Unit Owners and Residents are responsible for the actions and behavior of their guests and/or invitees. Unit Owners are also responsible for the actions and behavior of their Lessees, as well as the actions and behavior of the guests and/or invitees of their Lessees.
8. Children under 18 years of age are not permitted to have parties in the Social Room without continuous adult supervision.
9. The Unit Owner or Resident hosting the function must be present in the Social Room throughout the function. The Association/Management reserves the right to stop any function and close the room if the Unit Owner or Resident or their guests disturb others.
10. No Unit Owner or Resident may access the Social Room during hours of rental/reservation.
11. Neither the 400 North LaSalle Street Condominium Association nor Management Company is liable or responsible for any injury, theft or damage to persons or property in connection with the use of the Social Room. The Association or Management Company will not be responsible for any personal property left in the Social Room.
12. Smoking or use of tobacco products is not allowed.
13. Pets are not allowed in the Social Room.
14. Running/jumping is not allowed in the Social Room.
15. All Unit Owners and Residents with guests or invitees in the Social Room, or Unit Owners whose Lessees have guests or invitees in the Social Room are responsible for the actions and behaviors of those guests and invitees as set forth on (Guest/Invitees) of the Rules and Regulations.

ANIMALS

Overview

This Association allows pets and other animals to reside in this building. In order to ensure that this building remains “pet-friendly” it is imperative that animal owners ensure a “people-friendly” atmosphere. That means each animal owner must be considerate of other Unit Owners and Residents regarding issues of noise, odor, and sanitation, and be sensitive to the safety concerns of their neighbors. Equally important, all Unit Owners and Residents must realize that by living in a building that allows pets and other animals, they must tolerate reasonable evidence of those animals. It is up to each animal owner to be responsible for his/her animal’s actions. If there is a general animal-caused problem, and there are no identifiable offenders, the Management Office and/or the Board will take steps to solve the problem; such steps could include more restrictions on animals and/or higher animal fees. If an identifiable animal is causing a problem in violation of the building’s Rules and Regulations, the Management Office and/or the Board have the right to take the steps necessary with that animal’s owner to resolve the problem or, if the circumstances warrant, to remove the animal from the building

Animals are not permitted to urinate or defecate in or around the Building, including balconies, terraces, the landscaping, sidewalks or any other common area other than the dog run.

Unit Owners and Residents must register all animals with the Management Office within two weeks of either the Unit Owner's or Resident's move-in date or the date the Unit Owner or Resident purchased the animal in question, and provide the office with all the necessary information required, especially, but not limited to, the proof he/she possesses the necessary premises liability insurance required in order to have an animal live in the building. Also required is proof that the animal has been properly vaccinated.

Unit Owners and Residents are permitted a maximum of two dogs or cats, or any combination thereof. No Rottweilers, pit bulls, or aggressive breeds are allowed to be kept as pets at 400 N. LaSalle. Also, no exotic animals (including but not limited to farm animals, poisonous creatures, insects, snakes, ferrets, pigs, tarantulas) are allowed to be kept as pets at 400 N. LaSalle.

Each owner of an animal assumes full responsibility for any personal injuries or property damage caused by such animal, and each such owner agrees to defend, indemnify and hold the Association, its Board of Directors, Management and their employees harmless against any loss, claim or liability of any kind or character whatsoever arising or growing out of keeping an animal in the 400 North LaSalle Condominium Association building.

Guests of Unit Owners and Residents are not permitted to bring pets into the building.

Rules and Regulations

The following additional rules and regulations also apply to all animals in the building and shall be strictly enforced:

1. The Annual Dog Maintenance Fee must be paid in the Management Office no later than January 31st of each year; any dog owner who has not paid this fee by that date will be fined as set forth in the Basic Fine section of Appendix B. Any Unit Owner or Resident who owns a dog and moves into the building after January 1st of that particular year, or who becomes a dog owner by purchasing a dog (or an additional dog) after January 1st of that particular year, must pay a pro rata percentage of the Annual Dog Maintenance Fee in the Management Office within thirty (30) days of the Unit Owner's or Resident's move-in date or date of dog purchase.
2. Entering and exiting the building: Except in the case of a resident with a physical disability, any animal transported through the front lobby must be in a carrier or carried. An animal entering the building from the garage may be walked on a short leash directly from the garage elevator access to the 7th floor residential elevator, but must otherwise be in a carrier or carried. Animals entering or exiting the building through the Hubbard Street entrance next to the loading dock must be in a carrier, carried, or walked on a short leash.

3. If transporting a pet to or from the garage, the 7th floor access from the garage leading to the 7th floor residential elevator may be used. We encourage Unit Owners and Residents to observe the following courtesies:
 - a. A Unit Owner or Resident already on the passenger elevator may request that the Unit Owner or Resident with a pet not enter the passenger elevator, but wait for the next available passenger elevator. (This does not apply to residents with a physical disability.)
 - b. Unit Owners or Residents who do not wish to ride on a passenger elevator with a Unit Owner or Resident with a pet already on the passenger elevator must wait for the next available passenger elevator.
4. An animal must be in a carrier or on a leash when in common interior areas of the building (including hallways) as well as on exterior property, sidewalks, etc. Animals are not allowed to roam freely or play in the building hallways, or any other interior Common Elements of the building.
5. Animals shall not create a nuisance to other Unit Owners or Residents by continuous and repeated barking, whining, or crying.
6. Pets are not permitted in the Fitness Center, Laundry Room, Lobby, Social Room, the Pool/Whirlpool Area, the Patio and Grill Area, or the Water Fountain in the front of the building.
7. Animals must be brought a minimum of fifteen feet away from the exiting door before permitting the animal to stop and relieve itself. Unit Owners and Residents must not allow landscaped areas adjacent to the building to be used for waste elimination (including but not limited to the water fountain in the front of the building).
8. Unit Owners and Residents are required to pick up the litter/waste deposited by their animals on the building grounds and the surrounding neighborhood. A garbage can is conveniently located near the rear door, along with a supply of “doggy waste bags.”
9. Violation of this section will subject the Unit Owner or Resident to the fine amounts as set forth in the Basic Fines and Specific Fines sections of Appendix B.
10. If an animal has an accident resulting in the soiling of a common area in the building, the animal owner is responsible for immediately cleaning the area.
11. Animal owners must also take care to see that their animals do not urinate on the exterior of the building, as this causes unsightly stains, deterioration of the building surface, and unpleasant odors.
12. Cat and bird owners must ensure that their pet’s litters are changed often to avoid unpleasant odors emanating from their Unit and throughout the building. Cat and bird Owners must also ensure that their pet’s waste litter is wrapped in a sealed bag and tied securely before depositing it in the building’s garbage chute. Kitty litter must not be flushed down the toilet. Litter boxes must be maintained in an odor-free condition.
13. If an animal causes damage to a common area of the building the animal owner must report the damage to the Management Office. In such an instance, the animal owner (or the Unit Owner leasing his/her Unit to that animal owner) will be billed for all needed repairs.
14. Assistance animals: Any resident who is disabled (that is, has a physical or mental impairment that substantially limits one or more major life activities, such as caring for oneself, seeing, hearing, eating, sleeping, walking, standing, speaking, breathing, etc.)

may request a disability-based exception to the Association's rules relating to animals. The disabled resident must make his or her request for a disability-based accommodation to the Management Office, preferably in writing. The request must be supported by reliable documentation from a physician, psychiatrist or other licensed health care provider that unconditionally confirms: (a) that the person is "disabled" by a physical or mental impairment that substantially limits one or more major life activities, and (b) that the person has a disability-related need for an assistance animal to alleviate one or more of the identified symptoms or effects of that person's disability.

ASSESSMENTS, FINES, GARAGE FEES, AND SERVICE FEES BILLING

All monthly assessments, special assessments, or any other lawful fees including, without limitation, those for use of the garage, any maintenance charges, service fees, and fines are due and payable on or before the first (1st) day of each month. Checks must be made out as directed on the mailing stub provided with each monthly statement and mailed to the address supplied on that statement. Assessments may also be paid. The Management Office and Front Desk personnel are not permitted to accept payments.

A late fee will be levied by the Association against the Unit Owner if payment is not actually posted as of the 10th of each month at the remittance address designated by the Management Company. The Association also charges Unit Owners and Residents whose checks are returned NSF an additional service fee plus any bank service charges. (The amount of fees and charges are subject to changes as may be adopted by the Association.)

If full payment is not received by the first day of the month following the due date, a 30-day notice of violation will be issued to the delinquent Unit Owner. Management is directed to use an attorney to initiate legal proceedings against a Unit Owner in default and to collect all sums due and owing to the Association. The Declaration provides that the Association may impose an interest penalty of up to 18% on outstanding assessments more than 30 days delinquent. Furthermore, after a notice of default has been mailed to the Unit Owner, the Board may, in case of continuing deficiency, impose a property lien, accelerate the maturity of the remainder of the current year's assessments, or take other appropriate legal action. Unit Owners in default are responsible for reimbursing the Association for all attorney's fees and costs incurred by the Association in collecting past due assessments and billed charges.

Unit Owners are responsible for paying monthly assessments in accordance with the above referenced deadlines regardless of whether a statement is received or not. The Management Office must be contacted if Unit Owners have any questions about their monthly statements.

Unit Owners are responsible for any and all unpaid service charges created by their lessees. Unit Owners must either contact the Management Office directly to request maintenance service or must provide written notice authorizing lessees to initiate non-emergency maintenance requests for which there is a charge. Service charges, damage charges, fines or other expenses resulting from a lessee's activities will be charged to the Unit Owner's account

if lessee fails to make payment. Unit Owners are also responsible for damage to other Units if they or their lessee fails to respond in a timely manner to emergency situations within their Units.

Any and all payments that are posted to a Unit Owner's account will be applied to the payment of prior outstanding charges in the following priority *before* being applied to any current charges: a) collection charges including attorney's fees and court costs, b) late fees and/or interest, c) fines, d) maintenance charges, e) special assessments, and f) prior monthly assessments.

ATTIRE

Attire appropriate for public wear (including shirts and footwear) is to be worn in all the Common Elements of the building, excluding the Pool/Whirlpool Area and the Patio and Grill Area.

BALCONIES

Overview

Each balcony is a limited common element of the residential unit that it serves. Consequently, the balconies may not be altered, decorated, painted, or remodeled. Any damage to any part of the balcony or railings must be reported to the Management Office without delay. Balconies may be not used for storage, other than for the seasonal storage of lawn/patio tables and/or chairs. No exterior lighting may be affixed or installed on the balconies without prior written approval of the Board. No grills or cooking devices/cooking instruments of any type are allowed on the building balconies. No grilling is allowed on the building balconies. (For your convenience, four gas grills are located on the sundeck.) Tobacco products must not be discarded off balconies. If you are watering plants or cleaning your balcony, please mop excess water so as not to interfere with your neighbors below.

Balcony Rules & Regulations*

1. Flags, banners, bird feeders & wind chimes are not allowed to be hung from, affixed to, or placed on the building balconies. No items may project outside of a unit balcony, including but not limited to planter boxes, mops, laundry, flags, or bunting.
2. Bicycles or motorcycles cannot be stored on the building balconies.
3. Clothing, sheets, blankets and laundry must not be affixed to, hung from, or exposed on the building balconies.
4. Noise levels from all sources on the building balconies must be kept low so as not to disturb any other Unit Owner or Resident.
5. Stereos and televisions are not allowed on the building balconies.
6. Any devices playing music are not permitted unless operated using headphones.

7. No objects may be dropped, swept, or thrown from the building balconies, including but not limited to water, tobacco products, fireworks, debris of any kind, garbage, plant maintenance products, and cleaning materials. Unit Owners are responsible for any and all harm and/or damage caused by any objects which fall from, are thrown from, or blown from their balcony. Unit Owners are also responsible for any and all harm and/or damage caused by their tenants, guests, or invitees who cause any objects to fall from, be thrown from, or be blown off the Unit Owners' balcony. Unit Owners will be subject to any and all discipline available to the Board. The offender may also be subject to arrest and/or criminal prosecution.
8. Dropping, sweeping, or throwing any items from building balconies into the Pool/Whirlpool Area and the Patio and Grill Area. In addition to any and all discipline available to the Board, including fines, the Board can elect to suspend the Unit Owner's access to the Pool/Whirlpool Area and Patio and Grill Area. If the offender is a tenant, the Board can elect to terminate the Tenant's Lease, fine the Unit Owner, and suspend the Tenant's and/or the Unit Owner's access to the Pool/Whirlpool Area and the Patio and Grill Area. The offender may also be subject to arrest and/or criminal prosecution. Additional penalties may apply.
9. No items may project outside of a unit balcony, including but not limited to planter boxes, mops, laundry, flags, or bunting. Planter boxes must not be placed on the railings of a unit balcony except for those planters that were made specifically for those balconies at the time of the building's construction. No satellite dish of any kind may be affixed to the façade and cannot protrude over the balcony railing.

*Exception to prohibitions set forth above: Notwithstanding the prohibitions set forth above, Unit Owners and Residents are allowed to display an American flag or a military flag, or both, on his/her balcony if done so pursuant to and within the parameters set forth in Section 18.6 of the Illinois Condominium Act (which is set forth in its entirety and attached hereto as Appendix D), after consultation with the Management Office, and receiving the approval of the Board.

BICYCLES

Bicycles, tricycles, and other recreational vehicles are not allowed in the front Lobby, or through the front entrance of the building. Bicycles, tricycles, and recreational vehicles must be walked, not ridden, on the premises. Bicycles must not be left unattended in any part of the Common Elements or locked on the exterior grounds. Unit Owners and Residents are responsible for any damage caused by their or their guests' bicycles, tricycles and recreational vehicles.

A designated Bicycle Storage area is located at the rear of the building on the 1st floor and 5th floor of the garage. You may access the 1st Floor Bicycle room through the rear entrance to the building and 5th Floor through the Parking Garage. Since space is limited, spaces are assigned on a first-come, first-served basis to Unit Owners and Residents. There is an annual fee for bicycle storage, and all bicycles must be registered with the Management Office, display the

valid identification sticker provided, and be placed in their assigned spaces. It is the responsibility of each Unit Owner and Resident to secure his or her bicycle to prevent theft or unauthorized use. The Association, Board, Management Company, and their employees disclaim all responsibility and liability for theft of or damage to any bicycles stored in the Bicycle Storage area.

Unregistered bicycles or bicycles that are not stored in the Unit Owner's or Resident's registered space will be removed from the Bicycle Storage area and disposed of with no liability to the Association, Board, Management Company, or their employees. Unit Owners and Residents who store their bicycles in their Units must use the service elevator. Bicycles transported in the service elevator shall be free from dirt, mud, grease, or any other material that may damage carpets and tile in the Common Elements. Bicycles cannot be brought through the lobby.

BUILDING ADMISSION

Individuals other than Unit Owners and Residents listed with the Management Office and listed on the Resident Information Sheet (relatives, guests, contractors, vendors, etc.), will be admitted only if: 1) accompanied by a Unit Owner or Resident, 2) the Unit Owner or Resident is present in the unit and authorizes admission, or 3) the Unit Owner or Resident provides prior written authorization to Management identifying the person(s) to be admitted and how that person will secure access to the individual unit.

Doorpersons are permitted to hold keys for unit owners under the following conditions:

1. Anyone leaving keys with or taking keys from the doorperson will sign in/out the keys and provide identification before any keys are transferred.
2. The individual signing in the keys will identify the receiving party on the sign in sheet. Keys will not be given to anyone but the individual identified on the sheet.
3. Keys will not be left on a permanent basis. Any keys left for more than 48 hours will be given to the office manager for storage in the key safe.

Neither the 400 North LaSalle Street Condominium Association or Management Company is liable or responsible for any injury, theft or damage to persons or property in connection with the transfer of keys. The doorpersons accept keys as a convenience to Unit Owners, and individuals that leave keys with them are doing so at their own risk.

A copy of the Permission to Enter form will be on file in the Management Office and at the main residential lobby Door Station. Permission to Enter forms must be used for all deliveries, contractors, realtors, and service employees requiring unit access. If you will not be present and want the file copy of your key issued, a completed entry form must be completed and submitted to the Office during normal business hours in advance of the delivery or visit.

A member of the staff cannot accompany the delivery, worker, or service person and cannot sign for any item(s) delivered to a unit, i.e., a furniture delivery. Please ensure that the delivery service is aware of this restriction in advance.

CARTS

The building provides carts as a convenience for Unit Owners and Residents, which will be available from the Door Staff. The carts are located in the lobby and must be signed out from the Door Staff. In consideration of other Unit Owners and Residents, carts are to be returned to the service area within a reasonable amount of time. Use of the carts is restricted to the building. Carts must be returned to the Lobby and not left in any other part of the building, especially the elevators. A fine may be imposed upon any Unit Owner who does not return a cart to the lobby within a reasonable amount of time or leaves the cart in any other area of the building.

The service elevator must be used, when possible, by Unit Owners and Residents with grocery carts, laundry carts, package dollies, hand trucks, or other similar items.

CHILDREN

Children are not permitted to play or loiter in the stairwells, hallways, vestibules, elevators, Lobby, Garage, Fitness Center, Social Room, Water Fountain or any other common area of the building. Adult supervision is required to ensure that children do not impede others from entering or exiting the building. Children unable to operate emergency controls in the elevators must not use the elevators unless accompanied by an adult. Children are not to be left under the supervision of Association personnel in the Lobby or any other common area.

COMMON ELEMENTS: HALLWAYS, LOBBY, UNIT DOORS, STAIRWELLS, AND PUBLIC AREAS

The Lobby provides the first impression of the building to Residents, their guests, and prospective owners.

1. Unit Owners and Residents using the Lobby or any common area must wear clothing suitable for public wear (including shirts and footwear).
2. The Lobby must not be used to conduct business.
3. Neither of the building entrances, the building vestibules, the building elevators, the building stairwells, the building corridors, the areas outside of the storage lockers in the building's designated storage areas, nor any of the other Common Elements of the building may be obstructed or used in any way other than intended except for use in common as approved by the Board.

4. City of Chicago Fire Department regulations prohibit the placement of boots, shoes, skis, sleds, bicycles, carts, strollers, umbrellas, furniture, doormats or any other items in the Common Elements of the building (including but not limited to the building hallways). Such items will be subject to removal and disposal without notice or recourse.
5. Smoking or use of tobacco products is not allowed in any Common Area.
6. Eating and drinking are not permitted in the Common Elements.
7. Loitering is prohibited in all of the Common Elements of the building, either inside or outside of the building.
8. Unit Owners and Residents, children, and pets are prohibited from playing or running in any Common Area of the building.
9. Bicycles and tricycles are not permitted in the Lobby. Nor are bicycles and tricycles permitted entry through the front entrance of the building. Only the service area of the building must be used for transporting bicycles and tricycles.
10. Unit Owners and Residents and their guests are prohibited from wearing skates (including roller blades) anywhere within the Common Elements of the building.
11. Attire suitable for public wear (including shirts and footwear) is to be worn in all the Common Elements of the building, except for the Pool/Whirlpool Area and the Patio and Grill Area.
12. Unit Owners and Residents are urged to maintain building security by keeping Unit doors locked. All Unit doors must be kept closed when not in use, for the following reasons: a) to prevent spread of fire, as required by the City of Chicago Building Code; b) to ensure an even balance of air pressure and minimize water infiltration throughout the building; c) to minimize the spread of cooking odors and noise to other Units; d) to maintain energy efficiency and an even temperature in the common element hallways. Unit door closers shall not be removed or otherwise disengaged. Unit Owners and Residents must request maintenance if closers require adjustments.
13. No Unit Owner or Resident shall paint or permanently decorate, adorn or place signs upon the outside of their Unit, including the doors to the Unit. An exception is made for small articles attached to the door frames that express the religious tradition of the occupant(s). All items placed outside the Unit are to be made of nonflammable materials.
14. Installation of flooring shall not extrude on the Unit door threshold or otherwise cause a non-uniform corridor appearance.
15. To promote proper building ventilation as designed and to minimize water infiltration, the flow of air under the Unit doors shall not be obstructed by way of weather stripping, tape, sweeps, moldings or other devices. A minimum of ½ inch unobstructed undercut of the Unit door is required for ventilation.
16. The City of Chicago Fire Code requires that stairwell doors must not be propped open, or the latching mechanism tampered with in any way.
17. Unit Owners and Residents are prohibited from posting notices, signs, advertisements, signals or illuminations in any common area or limited common area of the building.
18. Door-to-door solicitation is prohibited in all areas of the building.
19. Any activity that would generate substantial traffic or inconvenience to any other Unit Owner or Resident in any common area shall be prohibited unless prior Board approval has been obtained.

COMPLAINTS AND GRIEVANCES

Any Unit Owner, Resident, or building employee observing an infraction of the Rules, a violation of the Rules, Declaration and/or By-Laws, or conduct in any way detrimental to the building, must either a) file a formal complaint with the Management Office, or b) report such action to the Management Office (or, if the violation is of an emergency nature and the office is closed, to the Door Staff), and request that an Incident Report be prepared, so that an Association staff member/employee may then be dispatched to investigate the alleged infraction/violation, and prepare an Incident Report if the circumstances involved warrant such action.

Lessees (renters) of Unit Owners are to direct all their complaints to the attention of their Unit Owner. Complaints or grievances regarding the condition of any part of the building or the building grounds must be brought to the attention of the Management Office.

For specific rules and procedures regarding the making/filing of complaints, the enforcement of the building's rules, and the disciplinary procedures related therein, see Appendix C.

CONCEALED CARRYING OF FIREARMS

1. Residents of the 400 N LaSalle Condominium Association are permitted to possess firearms in their units consistent with statutes and ordinances of the State of Illinois and City of Chicago respectively.
2. Residents of the 400 N LaSalle Condominium Association who are otherwise lawfully permitted to carry a concealed firearm are permitted to carry a concealed firearm during ingress and egress to/from units at the Association. Guests of residents may not carry a concealed firearm within any of the Common Elements of the Association or within any Association owned property.
3. The concealed carry of firearms is otherwise specifically prohibited within the Common Elements of the Association including but not limited to:
 - Association Meetings,
 - Board Meetings,
 - Commission Meetings,
 - Violation Hearings,
 - Laundry Room,
 - Other recreational facilities where a group may gather,
 - Any other formal Association gathering anywhere in the Common Elements or Association owned property.

The foregoing restrictions shall not apply to current peace officers and retired police officers eligible under a federally approved retired office concealed carry program such as the Illinois Retired Officer Concealed Carry Program.

A sign incorporating the foregoing shall be placed conspicuously at each entrance to the building, and as may be required by law.

CONDUCT

No offensive language and/or threats to employees, residents, or guests will be tolerated. Behavior of this type will be considered a violation of the Rules & Regulations subject to the disciplinary procedures outlined in Appendixes A, B, C, and D attached hereto.

CONSTRUCTION APPROVAL PROCESS

To promote the safety and comfort of all Unit Owners and Residents, and to preserve the structural integrity of the building, all interior residential construction must be approved at least thirty (30) days prior to the beginning of construction.

Prior to construction work beginning in a unit, a completed construction approval form must be submitted and approved. This form is available from the Management Office.

Any violation of the Construction Rules by a Unit Owner or Resident depending upon the nature of the violation, may subject that Unit Owner to a possible fine and in addition to any and all other disciplinary measures available to the Board.

“Interior Residential Construction,” for the purposes of this article, is defined as anything that might affect the structural integrity of any wall, floor or ceiling in the building, as well as the Category B and Category C Construction tasks/construction projects/construction items listed below.

Any construction or remodeling activity in the building must be done to code, by licensed contractors, and meet all Federal and State, County, and City zoning, safety, and environmental guidelines. Unit Owners must ensure that their contractors have submitted a Certificate of Insurance (including Workers Compensation insurance for their employees). Please see the Management Office for additional insured’s listing.

Unit Owners must also refer to the Declaration and By-Laws prior to undertaking any construction activity. Unit Owners must also contact the Management Office and have signed agreements on file prior to beginning any renovation/construction work.

Construction Categories

Remodeling projects have been divided into three categories, which are defined below, along with notification and approval requirements:

Category A:

Projects so minor that no formal construction review is required. Category A projects do not affect any Common Elements and include, but are not limited to:

1. Painting, wallpapering, or other wall surface treatment. (Note: Materials to be stored in compliance with City of Chicago codes and ordinances.)
2. Installation or removal of carpeting.
3. Replacement of existing appliance (only if no change in plumbing).

Paperwork Requirements: Management must be notified in advance of work in the event contractors or outside workmen are involved or if use of the elevator is required.

Category B:

Projects requiring signing of a License Agreement, Management notification, written Management approval, and inspection by the Chief Engineer and/or Association's architectural representative. Category B projects involve the possible interruption of water, the alteration of unit walls, and the alteration of electrical or plumbing systems. These projects include, but are not limited to:

1. Replacing kitchen cabinets (if replacement of cabinets varies from original installation).
2. Sink, faucet, or tub replacement.
3. Refrigerator installation involving an ice maker or water faucet.
4. Dishwasher installation.
5. Modifications to electrical systems.
6. Installation of any light or electrical fixture which would require an alteration to the physical make-up/structural integrity of any wall, floor or ceiling in the building.
7. Altering or closing of plumbing pipes. Installation of plumbing fixtures and/or appliances including a wet bar sink, etc. Rerouting of plumbing riser is prohibited.
8. Wall additions, removals and/or alterations.
9. Wall removal, relocation, or addition involving walls containing ventilation shafts.
10. Hard surface flooring (marble, ceramic tile, hardwood flooring, vinyl, etc.) modifications, additions, removals and/or alterations.

Effective on May 24, 2016, no hard/surface flooring (including wood, granite, marble, ceramic tile, vinyl, or laminate flooring) may be installed in the living room, dining room, bedroom, or hallway of any unit unless such flooring is installed over an underlayment that causes the floor assembly to yield a Field Impact Insulation Class rating of at least fifty four (544) when tested in accordance with the American Society of Testing Materials Designation E-1007-84 ("Field Measurement of Tapping Machine Impact Sound Transmission Through Floor Ceiling Assemblies and Associated Support

Structures”), with classification to be in accordance with ASTM designation E-989-84 (“Determination of Impact Insulation Class”).

The Owner of any unit located immediately below a unit having hard/surface flooring may request that the flooring be tested for compliance with these Rules. Unless the association determines that the flooring (a) was installed prior to adoption of these rules and regulation in full compliance with all rules and regulations in effect at the time of the installation, or (b) has previously been tested pursuant to these rules and found to be in compliance, the association shall request that the complaining unit owner deposit with the association 100% of the estimated cost of testing the Field Impact Insulation Class rating of such flooring. Upon receipt of such deposit the association will engage an acoustical consultant to test the flooring, and the complaining owner and the owner of the unit containing the hard/surface flooring both shall cooperate fully with such testing the determination of the consultant shall be final and conclusive on all parties. If the flooring is found by the consultant to be in compliance with these rules, then the full cost of the testing shall be borne by the complaining owner out of his/her deposit if the flooring to be found not in compliance with these rules: (a) then the complaining owners deposit shall be fully refunded; and the full cost of the testing shall be borne by the owner of the unit containing the hard/surface flooring, (b) The Owner of the non/complaint unit must bring the units flooring into compliance with these rules within thirty (30) days.

11. Any action affecting the operation of the building’s ventilation system.
12. Replacement, modifications, repairs, improvements or alterations of any kind to the building’s window system, including double-glazing improvements.
13. Installation of any Window Treatments/window coverings/night shades. Any window treatments/window coverings/night shades to be installed must be neutral in color facing the exterior of the building. Window treatments may not be applied to the exterior window wall of the building. Any deviation from the building standards may result in serious window leaks to the unit(s) below. At no time shall window treatments be anchored to the window frames or ceiling without prior approval of the Management and/or Chief Engineer. Alterations made to the perimeter window wall system are strictly prohibited.

Paperwork Requirements:

1. A document detailing the scope of the work to be undertaken.
2. Copies of all selected contractors’ proposals.
3. Plumbing and/or Electrical Licenses, as appropriate.
4. Certificates of Insurance (with Association-approved amounts) including workers compensation insurance for their employees will be required from all contractors. Please see the Management Office for additional insured’s listing.

The Management Office shall submit documents to the Association’s architectural representative. Written Management approval is required, which may take up to two weeks. Contractors and Unit Owners must abide by any further requirements, changes, etc. noted on construction documents by the Association’s architectural representative, and Management

approval will be required prior to the closing up of any walls or other areas concealing plumbing or electrical work or flooring underlayment.

Category C:

Projects requiring signing of a License Agreement, Management notification, written Board approval, and inspection by the Chief Engineer and/or Association's architectural representative. Projects may include items from Categories A and B, in addition to projects requiring an extension into a common area space. These projects include, but are not limited to:

1. Combining Units.
2. Moving location of entry door(s) in a common area corridor.
3. Modifications involving work in common area electrical and/or mechanical rooms.

Paperwork Requirements:

1. Documents of demolition and proposed additions.*
2. A document detailing the scope of the work to be undertaken.
3. Copies of all selected contractors' proposals.
4. Plumbing and/or Electrical Licenses, as appropriate.
5. Certificates of Insurance (with Association-approved amounts) including workers compensation insurance for their employees will be required from all contractors. Please see the Management Office for additional insured's listing.

The Management Office submits the documents to the Association's architectural representative. Written Management approval is required and may take up to 60 days. Approval of the Board of Directors is required. Contractors and Unit Owners must abide by any further requirements, changes, etc. noted on the construction documents by the Association's architectural representative, and Management approval will be required prior to closing up any walls or other areas concealing plumbing or electrical work or flooring underlayment.

*Construction documents shall be defined as specifications and drawings typically required for obtaining a building permit for construction.

After approval is received, the following must be submitted prior to commencement of project:

1. A list of all contractors and subcontractors (names, addresses, phone numbers)
2. A document detailing the approximate length of time the remodeling/construction project will take.
3. A document detailing the date remodeling will begin. Management needs to notify engineering at least two days prior to commencement so that dust protectors can be placed on hallway smoke detectors to avoid false alarms.
4. A copy of the approved and executed City of Chicago Building Permit Application.

5. A fully executed Remodeling Agreement signed by the Unit Owner.
6. A fully executed License Agreement signed by the Unit Owner, where applicable (see Categories B and C).

Construction Parameters

- Contractors shall be permitted to perform work that is noise-producing in a Unit within restricted hours. No major construction shall be permitted on weekends or holidays.
- Construction reviews by Association architectural representative are conducted at Unit owner's expense.
- There shall be no modifications to the Common Elements (e.g. the floor, ceiling, columns, and walls adjoining another Unit) without receiving approval from the Board of Directors. This prohibits the cutting or channeling of concrete floors, columns, sheer walls and ceiling without approval.
- The exterior/window wall assembly shall not be altered in any way. There shall be no removal of any parts, screws, etc. There shall be no drilling or attaching items such as curtain brackets to the horizontal metal cover plate that encloses the space between the window wall assembly and the concrete ceiling.
- There shall be no alteration to the existing Heating and Air conditioning system, other than repair or replacement of the present units, without approval from the Board of Directors.
- Relocation of water risers, waste lines, and open site relief drains or venting stacks is strictly prohibited. Individual shut-off valves are required for all newly installed fixtures.
- The Unit Owner will be responsible for a labor and material charge for each riser shut down.
- Dielectric unions are mandatory on all domestic plumbing lines. Any drain line that exceeds a five-foot run from the fixtures to the main waste line shall be properly vented.
- All electrical work must meet code. Electrical panels must have unobstructed clearance for a minimum of 30 inches. No wall, floor, or ceiling electrical boxes may be buried after the removal of a receptacle or fixture until all wiring no longer in use has been removed. Ground fault interruption receptacles must be per city code. All steam room, sauna, or whirlpool electrical components and enclosures must be approved by the Board (and may be subject to architectural review at the Unit Owner's expense) prior to installation and are subject to inspection after installation. All work to be completed on telephone lines must be completed by a qualified low voltage telephone line specialist.
- Any work on the common mechanical chase is strictly prohibited. Connections to the kitchen or bath venting system are strictly prohibited.
- At no time are flammable materials allowed to be stored at the job site.
- No contractor shall be permitted to use air hammers.
- Contractors must unload all material at the loading dock area and park their vehicles on the street. No vehicle shall be allowed to park in the loading dock area. Unit Owners shall be responsible for ensuring that the contractor employed to work within their unit lays drop cloths on top of the corridor carpeting during hours when tradesmen are

coming to and from the Unit. Such drop cloths must completely cover the traffic areas of the tradesmen and provide total protection to the corridor carpeting. Drop cloths must be removed at the end of each working day, and all debris collected by the cloths also removed. If it is necessary that extraordinary cleaning be performed by Association personnel due to a contractor's negligence, the Unit Owner shall be responsible to reimburse the Association for labor expenses.

- Contractors may not store any materials within the Common Elements of the building and are to haul all debris and leftover materials from the building in covered containers. Under no circumstances may construction materials be disposed of down rubbish chutes or left in the room in which rubbish chutes are located. The hauling charge for any bulk items left on common property in violation of this rule will be assessed to responsible Unit Owner.
- The Unit Owner shall be responsible for any damage to the Common Elements of the building caused by contractors employed by them, or any damage caused to any Unit within the building.
- Whenever a partition is altered in any way, the Unit Owner shall designate the utilities in the area of this alteration on the drawing. The utility shall be so designated on the drawing as an electrical, telephone, or television outlet.

Construction Insurance Requirements

Prior to commencing work, the contractor must supply Management with a Certificate of Insurance evidencing:

- General Liability Coverage (bodily injury and property damage): \$1 million for each claim and \$2 million general aggregate
- Worker's Compensation Coverage: \$100,000 per accident, \$500,000 policy limit, \$100,000 employee/disease limit
- Umbrella Liability Coverage: \$1 million
- Additional Insured's: Please see the Management Office for the listing of additional insured's

Construction Inspection Requirements

Category B Projects:

The Unit Owner or Contractor is responsible for notifying Management when the flooring or other minor work is started, so a person authorized by Management check the work periodically throughout the project and when the project is completed.

Category C Projects:

The Unit Owner or Contractor is responsible for notifying Management:

- When the project begins. Management will then advise when a meeting will be scheduled to go over the project to verify there have been no further modifications that were authorized by the Board.
- When partitions are removed, altered, relocated, and/or ready to be constructed so that Management can check to verify that all the common utilities such as the water, sewer, electric, cable, security, and the telephone lines have not been damaged. At this point, the Building Engineer or the Association-assigned inspector will inspect the work. Any cost of inspection will be charged to the Unit Owner.
- When the project is complete, so that Management can check to make sure that every aspect of the project has been conducted and completed in accordance with the Board's requirements.

When the wall to the adjoining unit is opened and any mechanical, electrical, communication or cable work is done, the gypsum board shall not be reinstalled until it has been inspected by the Board or its representative. It is the Unit Owner's responsibility to ensure that adjoining units and the common utilities will not be damaged or destroyed during any alteration work. Any necessary repair expenses will be the sole responsibility of the Unit Owner undertaking the remodeling.

DELIVERIES/PACKAGE RECEIVING

The Receiving Room is located on the first floor. The Receiving Room will broadcast package delivery messages through a video monitor located by the mailboxes.

In most cases, the attendant will receive packages on behalf of Unit Owners and Residents. Written instructions for delivery and acknowledgment of receipt will be required of all persons leaving or picking up items from the attendant. The attendant will not handle or receive items exceeding 1) 130 inches in dimension (length + width + depth), 2) 180 inches in length, or 3) 70 pounds in weight. Residents must arrange direct delivery to their unit for oversized deliveries and must be present to accept the delivery.

The Association, Board, Management Office, and their employees disclaim all responsibility and liability for the loss of and condition of any packages left in the receiving room, including flowers or any other perishable items. The receiving room attendant has no obligation to inspect deliveries for damage, or reject deliveries that appear to have been damaged prior to receipt in the receiving room. The attendant shall log in such deliveries and will notify residents of deliveries. It is the responsibility of all Unit Owners and Residents to check with the attendant to ensure timely receipt of such items. Unit Owners and Residents may bring small packages that can be carried through the front Lobby. All other packages must be brought through the service entrance or the 7th floor entrance of the Private Parking Garage.

DELIVERIES/SERVICE PERSONS' ACCESS

All Unit Owners and Residents must provide the Management Office with a current set of Unit keys for all locks on each Unit door. This is necessary for both emergency access to a Unit as well as to assist a Unit Owner or Resident if he/she gets locked out. In the event a forced entry is required during an emergency, the Unit Owner will bear the expense of cement and any damage incurred. These Unit keys will be coded and kept under lock and key. Forms are available from the Management Office to authorize the release of a Unit Owner's or Resident's Unit key to a delivery person, maid, outside service technician, or other person authorized to enter a Unit Owner's or Resident's Unit.

Requests to allow access to a Unit Owner's or Resident's Unit may be written, faxed, email, and electronic communication to the Management Office. Upon receipt of written instructions, keys will be given out without charge by Management personnel during regular business hours only. The person to whom a key is issued must sign it out and back in. The Association, Board, Management Company, and their employees disclaim all liability for any damage or theft resulting from a key issuance.

The service entrance for deliveries is located on Hubbard Street. People making deliveries must use the service elevator when possible. Deliveries of furniture or other large items require advance notice to the Management Office. All damages to the building caused by the moving or carrying of articles belonging to any Unit Owner or Resident shall be paid for by that Unit Owner or Resident.

DOOR STAFF

Building staff shall receive direction and guidance only from the Management Company and the Board of Directors. Residents experiencing problems with Building staff or services must notify the Management Office.

Doorpersons will provide access only to Unit Owners and Residents and those guests whose admittance has been authorized by a Unit Owner or Resident via management records, telephone, memo, fax, electronic, or the inclusion of their name with the Management Office on the admittance list. Sufficient notice must be provided during regular business hours to ensure admittance.

A Unit Owner or Resident must use his/her common area fob to access the building. The Door Staff will assist in the outer Lobby with groceries, small packages, luggage, buggies etc.

Only the Door Staff is permitted to use the telephone at the Door Staff's station. All visitors will be required to call you from the automated directory system at the door station. In order to grant them access, you need to press "6" on your telephone.

Upon arrival of a non-Unit Owner or non-Resident, the Door Staff will attempt to contact the Unit Owner or Resident via the in-house telephone system. If the Door Staff calls and gets a recording from a Unit Owner's or Resident's telephone answering system, he/she will leave a message regarding the visitor.

The Door Staff or other employees may be required to admit to the building, or to a Unit, law enforcement officers duly empowered by warrant, writ, subpoena or other court order or process. In such event, the Association, Board, Management Company or their employees shall not be liable for compliance with such warrant, writ, subpoena, order or process.

In an emergency, Unit Owners and Residents must call 911. After reporting to the proper authorities, Unit Owners and Residents must contact the Door Staff to notify building staff of the emergency.

Unit Owners and Residents may request maintenance service by contacting the Door Staff whenever the Management Office is closed.

ELECTRICAL/CIRCUIT BREAKER PANEL

Every Unit has a circuit breaker panel. Maintenance, repair or replacement of a Unit's circuit breaker panel is the responsibility of the Unit Owner. Unit Owners, at their sole expense, may contract with a licensed electrician to repair or replace the Unit electrical box, providing the electrician submits an appropriate insurance certificate to the Management Office, and that sufficient notice is given.

ELEVATORS

By City Ordinance, smoking or the carrying of lighted or electronic smoking materials is not permitted in the elevators.

Young children unable to operate the emergency buttons are not permitted to ride elevators unescorted. Unit Owners and Residents must not allow children to play in the elevators.

Signs, posters, ads, and notices may not be posted on elevators by Unit Owners or Residents, only by the Management Office. Vandalism or other damage to the elevators is an offense chargeable to the responsible party.

No one shall unnecessarily hold or otherwise interfere with the normal operation of the elevators. The elevators are reserved for the exclusive and uninterrupted use of Unit Owners and Residents and other persons lawfully on the property.

Any Damage or Service calls placed on behalf of a Unit Owner or guest will be charged to the Unit Owner.

In case of fire, Unit Owners and Residents must use the stairways, not the elevators.

ELEVATORS/MOVING RESERVATIONS

When needing to move in, out, or within the building, Unit Owners and Residents must request use of the service elevator in advance by contacting the Management Office during regular business hours.

There will be a moving fee. If multiple moves are scheduled for a single unit, a moving fee will apply for each move. Please contact the Management Office to schedule a move and arrange for the payment of the necessary moving fees and deposit amounts.

Reservation requests must be made as far in advance as possible to ensure availability of the service elevator; moves are scheduled on a first-come, first-served basis. There may be a fee imposed for reservations cancelled or changed within 10 days prior to the scheduled move date.

The service elevator is to be used when moving into, within, or out of the building or when transporting large objects. Moving hours are limited from 9:00 a.m. to 5:00 p.m., Monday through Friday, and Saturdays 9:00 a.m. to 1:00 p.m. No moving will be permitted on holidays, Sundays, special events or during special events in the neighborhood.

Unit Owners and Residents will need to make special arrangements with the elevator maintenance company if they have an item too large to fit safely within the service elevator. The elevator company will bill the Unit Owner or Resident directly for this service.

Care must be taken to prevent damage to the Common Elements. The maintenance staff will check for any damage once the move is complete. The damage deposit will be set aside for indemnification in whole or in part to the Association for any damage to the interior or exterior of the building attributed to the Unit Owner or his/her lessee's moving activity, which will be charged against the deposit.

EMAIL CONSENT

Electronic Delivery of Notices and Other Communication: In order to facilitate the association distribution of notices and other communication, the Owner(s) may authorize electronic delivery of notices and other communications by submitting "Consent to Electronic Delivery Form" to the management office. If no consent to Electronic Delivery Form is submitted, paper copies of notices and other communications will be delivered to the last US Postal Service address provided to the association for the unit. Authorization for electronic delivery may be amended or revoked by submission of a later/dated Consent to Electronic Delivery form. Not with standing a request for electronic delivery, the association may, in its

sole digression, deliver any notice or other communication to the US Postal Service mailing address indicated on the Consent to the Electronic Delivery form.

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

FOUNTAIN

The water fountain located in the front of the building is not a swimming pool or a wading pool to be used by adults, children, or pets. Any adult, child or pet using the Water Fountain in the front of the building in such a fashion as described above is in violation of these Rules & Regulations and subject to the disciplinary procedures set forth in Appendix B.

GARAGE PUBLIC "MART PARC"

All Unit Owners who own a garage parking right ("Garage Right User") or Residents who have a garage parking lease ("Garage Right Lessee") must register their vehicles with the Management Office and enter into a Garage Monthly Parking Agreement with InterPark. Appropriate documentation may be required.

All Owners of Garage Right(s) who lease said Right(s) to Resident(s) may be subject to obtaining parking privileges for their lessees. Leases shall also state that the Lessee is not permitted to assign, reassign, or sublet his/her parking privilege or otherwise allow others to park in his/her stead.

It is expressly agreed by those using the Mart Parc Garage that the garage is all self-parking. Expressly, the Association, Board, Management Company, and their employees shall not be responsible for any damages to, or theft of, automobiles or motorcycles or anything left therein, nor shall they be liable for any injuries, accidents or losses resulting from or due to the use of the Garage. All such liability, if any, is hereby released by the vehicle owner.

GARAGE PRIVATE “THE NEST”

All Unit Owners who purchased a Garage Space (“Garage Space Owner”) or lease a Garage Space (“Garage Space Lessee”) in The Nest must register their vehicles with the Management Office. Appropriate documentation may be required.

1. Parking per Garage Space is limited to one (1) passenger automobile or vehicle of comparable size per space owned.
2. All Owners of a Garage Space(s) who lease said Spaces(s) to Resident(s) may be subject to obtaining parking privileges for their lessees. Leases shall also state that the Lessee is not permitted to assign, reassign, or sublet his/her parking privilege or otherwise allow others to park in his/her stead.
3. Vehicles may not be parked, maintained, or stored so as to obstruct passage of other vehicles within the Garage.
4. Caution must be exercised when exiting or entering the Garage. The maximum speed allowed in the Garage is 5 miles per hour. Use of headlights is required when driving in the Garage.
5. No materials of any type may be stored outside any vehicle in the Garage or suspended from the beams or the ceiling. The building staff shall remove and dispose without notice or recourse any materials found left outside of any vehicle.
6. Motorcycles cannot be placed in the same space as the Unit Owner’s or Resident’s vehicle.

It is expressly agreed by those using The Nest that the garage is all self-parking. Expressly, the Association, Board, Management Company, and their employees shall not be responsible for any damages to, or theft of, automobiles or motorcycles or anything left therein, nor shall they be liable for any injuries, accidents or losses resulting from or due to the use of the Garage. All such liability, if any, is hereby released by the vehicle owner.

GUESTS/INVITEES

In order to be permitted access to the building or to any Unit, a non-Resident must be properly authorized by the Management Office, accompanied by a Unit Owner or Resident, or authorized by the Unit Owner or Resident by communication with the Door Staff. All guests and invitees of Unit Owners or Residents are responsible for complying with all the Rules and Regulations of the Association while on the property. Unit Owners and/or Residents are legally responsible for the actions and behavior of their guests and/or invitees. Unit Owners are also responsible for the actions and behavior of their Lessees, in addition to the actions and behavior of the guests and/or invitees of their Lessees. Any violations of these Rules by a guest or invitee of a Unit Owner or Resident will subject that Unit Owner to a possible fine, in addition to any and all other disciplinary measures available to the Board.

HOMEOWNERS INSURANCE

1. Every Unit Owner and Resident is responsible for insuring his or her Unit for personal liability, personal property and property stored in Common Elements and for alterations and additions or improvements to the Unit.
2. The association maintains insurance coverage on the Common Elements, but the association insurance does not protect unit owners from loss or damage to the unit or its contents, nor does it protect unit owners from liability claims. Therefore, it is each unit owner's responsibility to obtain and maintain property insurance and liability insurance. The owner of every unit must obtain and maintain an insurance policy providing the minimum of Five Hundred Thousand Dollars (\$500,000) of insurance coverage for damage to other units in the building. Every unit owner's insurance policy must provide at least \$500,000 of coverage for (1) personal liability and compensatory damages resulting in property damage caused to another unit that originate in the insured's unit, and (2) damage to another unit caused by the negligence of the insured or his/her guests, residents or invitees, all as specified in section 12(h) of the Illinois Condominium Property Act. This requirement is not satisfied by an insurance policy obtain by a renter.
3. Every Unit Owner, within thirty (30) days of the purchase of their Unit and within thirty (30) days of the expiration of all current premises liability insurance policies covering the Unit Owner's Unit thereafter, must provide the Management Office with a certificate of insurance confirming the existence of the required premises liability insurance coverage for their Unit. In order to monitor compliance with the requirements of this rule, every Unit Owner must provide the Management Office with a certificate of insurance confirming the existence of the required insurance coverage; the Unit Owner shall subsequently apprise the Management Office of any coverage change, e.g., if the limits have changed or the insurance policy has been cancelled.
4. The required evidence of insurance must be given to the Management Office prior to move-in.

HOUSEKEEPING GUIDELINES

Nothing shall be swept, shaken, or thrown out of the windows or doors, from the balcony, or into the halls, stairwells, elevators, or the outside areas of the building, in any manner.

Nothing shall be placed on or permitted in the windows or doors of a Unit which might fall or be blown from the building, or which might detract from the appearance of the building.

Units are to be maintained in such a manner to ensure that noxious odors, smoke, pests, or other offenses do not affect neighboring Units. Spills and other mishaps in the Common Elements, including elevators, must be reported immediately.

Chemical drain openers must not be used to unplug clogged drains. In the event of clogging or flooding, Unit Owners and Residents must shut off valves to stop the flow of water and must promptly request maintenance service.

The Chicago Fire Department recommends the use of artificial Christmas trees in all high-rise buildings. If Unit Owner or Residents must have a live Christmas tree, appropriate caution be exercised and the Management Office must be contacted to arrange for the tree's disposal.

IN-UNIT LAUNDRY FACILITIES

Laundry facilities are provided in each unit. Board approval is required to replace the existing machines. The Management Office will provide guidelines for installation of in-Unit laundry facilities. Installation is subject to inspection and approval by management.

LOCKS AND KEYS, LOCKOUTS

Unit Owners and Residents must never leave their Unit doors open or unlocked.

All Unit Owners and Residents are required to provide the Management Office with duplicate keys for all the locks on their Unit doors. This is necessary to allow for both emergency access to a Unit as well as to assist a Unit Owner or Resident if he/she gets locked out. In the event a forced entry is required during an emergency, the Unit Owner, not the Association or management, will bear the expense of lock replacement and any damage incurred therein.

In the event of a lockout after Management Office regular hours, Unit Owners and Residents must contact the janitor on duty through the Door Staff. No lock-out fee will be charged if during normal business hours of the Management Office, but a fee will be assessed outside of normal business hours.

Unit Owners installing private alarm systems for their Units must notify management prior to installation. Flush-mounted alarm function indicators and keypads are permitted, but security cameras that project into the corridor are prohibited. Unit Owners and Residents must register the alarm monitoring company's name and phone number with the Management Office to allow entry in case of an emergency. Individual security systems that are disruptive to other Unit Owners and Residents are not permitted. Unit Owners are responsible for any costs incurred in removing such systems or modifying them in order to eliminate any disruption.

MAILBOXES

Incoming mailboxes, as well as a U. S. Mail slot for outgoing mail, are located next to the Lobby. Mailboxes for each Unit are identified by Unit number. Unit Owners will be issued mailbox keys at closing. Lessees may obtain mailbox keys from their Unit Owner.

Access to the mailroom is restricted to federal employees. Federal law prohibits the unauthorized placement of items in mailboxes. Such offenses must be reported to the U. S.

Postal Service. Local postal service is provided at the Ft. Dearborn Station postal branch at 540 N. Dearborn Street; phone 800-275-8777.

The Postal Service considers the Unit number as part of a person's address. To ensure proper delivery of mail, Unit Owners and Residents must make sure that the Unit number is included on all mail.

Unit Owners and Residents may not place or distribute newspapers, magazines, advertisements, notices or other literature anywhere in the mailbox area.

MAINTENANCE STAFF

Unit Owners and Residents shall maintain their Units in good condition, order and repair at their own expense. The maintenance staff is primarily responsible for the Common Elements; however, the Board of Directors has determined that for the good of the building, some services may be provided by building personnel, subject to the availability of building staff and availability of parts. A listing of the services provided by the Association and the prevailing rates can be obtained from the Management Office. The cost of all parts used will be billed to the Unit Owner at the prevailing rate. Please contact the Management Office for details.

To obtain maintenance service, Unit Owners and Residents must contact the Management Office to report the nature of the service request. An agreed-upon time of service will be arranged whenever possible. The maintenance employees are under the direct supervision of the Property Manager. Employees are not to take any instructions from individual Unit Owners and Residents concerning any phase of the building's maintenance, care, or operation, and Unit Owners and Residents are discouraged from this practice.

Any suggestions or comments concerning the attitude or work of any employee must be made directly to the Property Manager. All complaints about the conduct of employees must be directed to the Property Manager and not to their unions or any other officials. The Property Manager may request that the Unit Owner or Resident detail any employee conduct complaint in writing.

When the Management Office is closed, and service of an emergency nature is necessary, Unit Owners and Residents must contact the Door Staff for assistance.

MUSICAL INSTRUMENTS

Any musical instruments must be used with care and consideration by Unit Owners and Residents so as not to disturb their neighbors. (See Noise and Conduct section below.)

NOISE AND CONDUCT

No loud and/or offensive noise, (including, but not limited to, those made by pets), loud and/or offensive activity, noxious odors, or loud and/or offensive disturbances will be permitted in any Unit, or in any of the Common Elements or limited Common Elements of the building. Unit Owners and Residents shall not do or permit any act that unreasonably disturbs or interferes with another Unit Owner's or Resident's right to the quiet use and enjoyment of his/her property. All Unit Owners and Residents are required to comply with requests by building personnel to cease any activity disturbing any complaining Unit Owner or Resident(s).

Pets shall not disturb other Unit Owners and Residents by continuous and repeated barking, whining, or crying. All Unit Owners and Residents are required to comply with requests by building personnel to cease any activity disturbing complaining Unit Owner(s) or Resident(s), and to take all actions necessary to ensure that their pet/pets cease any activity causing or creating a disturbance.

Unit Owners and Residents must not allow the sounds from their guest(s), television(s), radio(s), stereo system(s), musical instrument(s), clock alarm(s) or any other sources to be transmitted to other Units or Common Elements such that the sounds unreasonably disturb or annoy any other Unit Owner or Resident of the building. Vacuum cleaners, power tools, hand tools and other items commonly used for household activity and maintenance must not be used between the hours of 9:00 p.m. and 9:00 a.m. so as not to disturb any other Unit Owners or Residents. Use of personal athletic equipment or other devices that cause vibrations of the floor or a disturbance to the Unit below, or to adjacent Units, is prohibited.

Construction in the building is only permitted Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m. and in a manner that will not unreasonably disturb other Unit Owners or Residents; noise from construction or repair activities, etc., must not be of an unreasonable nature, nor for an unreasonable duration. The guidelines concerning construction must be followed.

Any violation of this Rule by a Unit Owner or Resident will subject that Unit Owner or Resident to a possible fine, in addition to any and all other disciplinary measures available to the Board.

NOTICE PROVISIONS

Notice(s) required to be served on a Unit Owner or Resident for any and all matters having to do with the rules and procedures governing the enforcement of the condominium instruments and/or the procedures entailed in making complaints about violations of those instruments are deemed served by either: a) personal delivery of the notice on the Unit Owner or Resident at the time of the delivery; b) hand-delivery of the notice to the Unit Owner or Resident at his/her address in the building; or c) E-mail only if the unit owner has affirmatively consented to

receive such notices by email by submitting a signed consent form d) mailing the notice to the Unit Owner or Resident, in which case such service is deemed to have taken place three (3) days after having the notice sent by first-class and certified mail, return receipt requested, postage prepaid, to the Unit Owner or Resident at his/her address in the building, or at another address the Unit Owner or Resident had previously designated in writing to the Management Office as the address where he wished to have his notices mailed.

OPEN HOUSE – UNIT SHOWINGS

Owners must register with the management office to hold an open house/unit showing at least two (2) business days prior to the event.

The Association requires that the owner, real estate agent or individual authorized by the owner of residence-of-record conduct any open house/unit showing and must meet the attendee(s) in the lobby and escort said attendee to the unit.

No exterior realty signage is permitted in front of the building's entrance.

No lockboxes may be affixed to any Association property or the unit owner's door.

PARKING AND VEHICLE RULES

Unit Owners and Residents are requested to register with the Management Office the make, model, and license number of all vehicles regularly kept in the garage to facilitate identification and enforcement of the rules governing parking.

1. All vehicles are required to maintain safe driving speed and observe the stop, no parking, and yield signs located throughout the property and garage areas.
2. Contractors or service providers may not leave any vehicle or trailer at 400 North LaSalle overnight and are not allowed to park in the circular drive unless special arrangements have been made with the Management Office.
3. Vehicles parked in violation of the rules and regulations are subject to towing at the Unit Owner's or Resident's expense. Unpaid towing and storage charges shall be added to the monthly assessment of the Unit Owner who approved (or whose Resident approved) entry of the vehicle in question to the 400 North LaSalle.
4. Vehicles may not be left unattended in the circular driveway in front of the building's entrance. Any vehicle left unattended in the circular driveway in front of the building is subject to the towing penalties set forth in item 3 above.
5. Motorcycles may be placed in the Garage in a Unit Owner's or Resident's car space, but cannot share a space with the Unit Owner's or Resident's car.
6. Motorcycles parked as the primary vehicle under a Garage right will be subject to the full parking assessment.

PEST CONTROL

Pest control services are included in the maintenance assessments and are available monthly at no additional charge.

Unit Owners and Residents shall report the presence of vermin or other pests to the Management Office immediately. There is no charge for pest control. In order to prevent infestation of other Units or of the Common Elements, if it becomes necessary to admit the exterminator to a Unit Owner's or Resident's Unit in his/her stead, the Board has the right under the Declaration to gain access to the Unit.

To minimize the chances of infestation, Unit Owners and Residents must observe the following:

1. Paper bags or empty boxes must not be stored in Units or storage lockers.
2. Trash and garbage must be promptly and properly disposed of in the rubbish chute. (See "Trash Disposal and Recycling.")
3. Soiled dishes must not be left in the kitchen sink, and food must not be left in the open for long periods of time.

Association's Plan for the Detection, Inspection and Treatment of Bed Bugs

1. The Association shall respond with urgency to a report of bed bugs by a Resident, Guest or other occupant. Within 24 hours of such a report, the Association shall attempt to make contact with the Unit Owner (and, when applicable, the Tenant) and provide the Unit Owner (and, when applicable, the Tenant) information about bed bugs, and discuss measures the Unit Owner (and, when applicable, the Tenant) may be able to take in the Residential Unit before a bed bug inspection is performed. A bed bug inspection and, if necessary, treatment, may take time to schedule; the Association will endeavor to take appropriate action within a reasonable time period using the guidelines provided below.
2. Following a report of bed bugs, the Property Manager, his or her designee, or a qualified third party trained in bed bug detection will inspect the Residential Unit to determine if bed bugs are present. The Association may employ "active" bed bug monitors containing attractants or canine detection to verify the presence of bed bugs. The inspection shall cover the Residential Unit reporting the infestation and no less than surrounding apartments consisting of the Residential Units above, below, left and right, and should be completed within three calendar days of a bed bug report, if possible. If reputable, licensed pest control companies are unattainable within three calendar days, the Association shall retain documentation of the efforts to obtain qualified services. If an infestation is suspected but cannot be verified using the methods described above, the Association may re-inspect the Residential Unit(s) periodically over the next several months.

3. When an infestation is identified, the Residential Unit and surrounding Residential Units shall be treated for bed bugs. Chemical treatments may be necessary, as dictated by the pest control professional. Further, encasement, interception devices, vacuuming, steaming, freezing and commodity or building heat treatments may be utilized as part of the bed bug control effort. Infestations are rarely controlled in one visit. Effective treatment may require two to three visits, and possibly more. The length, method and extent of the treatment will depend on the severity and complexity of the infestation, and the level of cooperation of the Residents.
4. The Association will request that the extermination professional complete a bed bug inspection report identifying the level of bed bug activity, if any, and harboring areas (i.e., conditions conducive to pest problems) with each assessment.
5. The Association shall maintain written records of any pest control measures in the Building performed by a pest management professional retained by the Association, and any report prepared by the pest management professional. The bed bug management plan and records shall be: (1) maintained either on-site in the Building or at the property management office; (2) maintained for three years; and (3) open to inspection upon request by authorized city personnel, including but not limited to employees of the departments of health and buildings.
6. The Association's plan for the detection, inspection and treatment of bed bugs incorporates any provisions of these Rules and Regulations pertaining to bed bugs. Terms in this plan that are not defined have the same meaning as those terms are used and/or defined within these Rules and Regulations.

Resident Responsibilities Related to Bed Bugs

1. Any Residential Unit Owner shall immediately notify, in writing, the Property Manager of any known or reasonably suspected bed bug infestation present in the Residential Unit or in or on clothing, furniture or other personal property located in the Residential Unit, a Building Storage Area, or in a Common Element area.
2. In the case of a Tenant, per Chicago's bed bug ordinance, within five days after a Tenant finds or reasonably suspects a bed bug infestation present in the Tenant's Residential Unit, the Tenant shall notify, in writing, the Residential Unit Owner and the Property Manager of any known or reasonably suspected bed bug infestation present in the Residential Unit or in or on clothing, furniture or other personal property located in the Building, a Building Storage Area, or in a Common Element area. Also, per the bed bug ordinance, a Tenant shall notify the Residential Unit Owner of any recurring or unexplained bites, stings, irritation, or sores of the skin or body which the Tenant reasonably suspects is caused by bed bugs.

3. The Unit Owner (and, when applicable, the Tenant or other Resident) shall cooperate with the Association in the control, treatment and eradication of bed bug infestation found or reasonably suspected to be within the Building. As part of that cooperation, the Association and the Unit Owner (and, when applicable, the Tenant or other Resident) shall (any access provisions applying to Residential Units in the following provisions shall apply to Storage Areas as well):
 - a. Not interfere with inspections or treatments.
 - b. After 48-hour written notice, unless in an emergency situation in which case the Association may have immediate access to the Residential Unit, grant the Association, its Property Manager and/or his designee, and/or pest control professionals, complete access to the Residential Unit for purposes of bed bug inspection and/or treatment. In the event that a person who is not a Unit Owner is occupying the Residential Unit, the Association shall use reasonable diligence to notify the Unit Owner, as well as the occupant, of the necessity for entry into the Residential Unit. Nothing in this section shall abrogate a Unit Owner's responsibility to provide access to a Residential Unit pursuant to the terms of the Illinois Condominium Property Act, the Association's Declaration, any Amendments to the Declaration, By-Laws or these Rules and Regulations.
 - c. The written notice sent by the Association to a Unit Owner (and, as applicable, Tenant) prior to the inspection or treatment of bed bugs shall set forth the date and time on which the inspection shall occur, and any preparation to the Residential Unit necessary for the inspection or treatment of the Residential Unit.
 - d. A Unit Owner (and, as applicable, Tenant) must make all necessary preparation of the Residential Unit such as cleaning, dusting or vacuuming, prior to treatment, in accordance with any written directive from the Association.
 - e. The Unit Owner in whose Residential Unit bed bugs have been detected shall be responsible for any Association costs or expenses related to dealing with the bed bugs in the Residential Unit, including, but not limited to, detection, inspection, treatment, extermination or disposal of bed bugs. If the bed bugs are in multiple Residential Units, and the origination of the bed bugs can be sourced to one Residential Unit, after notice and an opportunity for a hearing, the Unit Owner of that Residential Unit shall be responsible for any Association costs or expenses related to dealing with the bed bugs in all of those Residential Units. If it is not possible to source the origination of bed bugs to one Residential Unit in particular, then each Unit Owner shall be responsible for the costs or expenses related to dealing with the bed bugs in each Unit Owner's respective Residential Unit.
 - f. In the event of damage to a Common Element area caused by bed bugs, if it is possible to source the damage to bed bugs that originated from a Residential Unit, the Unit Owner of that Residential Unit, after notice and an opportunity for a

hearing, shall be responsible for the amount of the damage, not to exceed the Association's deductible unless the insurance doesn't cover the damage, in which case the amount owed may be up to the full amount of the damage.

- g. For purposes of implementing the Association's responsibility to inspect and treat bed bug infestations, the Association shall be entitled to a temporary restraining order, preliminary injunction and/or permanent injunction to allow the Association access to any Residential Unit for the purposes of inspecting and treating for bed bugs. Any such temporary restraining order and/or preliminary injunction shall be entered without bond. Further, the Unit Owner of any Residential Unit whose Tenant (or other Resident of the Unit) shall fail or refuse to cooperate with the Association in allowing the Association access to a Residential Unit, or taking measures required by the Association, shall pay all attorney's fees, property management fees and costs incurred by the Association arising out of or related to a Unit Owner (or, as applicable, Tenant or other Resident) failure or refusal to cooperate with the Association.

Disposal of Articles Infested With Bed Bugs

For purposes of these rules, and per Chicago's bed bug ordinance, "bedding" means "any mattress, box spring, foundation, or studio couch made in whole or in part from new or secondhand fabric, filling material, or other textile product or material and which can be used for sleeping or reclining purposes." Pursuant to Chicago's bed bug ordinance, no person shall place, discard or dispose any bedding, clothing or other materials infested with bed bugs a) on the public way; or b) in a refuse container or a dumpster for refuse collection, except when such bedding, clothing or other material is first totally enclosed in a plastic bag and labeled as being infested with bed bugs; no such bedding, clothing or other material shall be discarded or disposed without consultation with the Property Manager or his or her designee regarding appropriate disposal procedures. No furnishing, bedding, clothing or other material infested with bed bugs shall be recycled.

SAFETY

Residential and Garage safety is an ongoing responsibility of all Unit Owners and Residents. No safety measures can function effectively without the full cooperation of each Unit Owner and Resident. In order for the Board to make intelligent decisions relative to additional equipment or personnel required to ensure a comfortable environment, it is essential that any incident or crime in the building or Garage be reported in detail to the Management Office.

Lost fobs must be reported immediately to the Management Office so that they can be deactivated and a replacement fob issued for a fee. No unit owner or resident will be allowed to have more than 5 activated FOBs.

Unit Owners and Residents must not allow unauthorized non-Residents access to the Common Elements. Do not prop open any locked doors, especially any locked doors barring access to the building from the parking garage. Any unauthorized non-Resident attempting to gain access into the building must be reported immediately to the Door Staff, maintenance or management staff.

If Unit Owners or Residents notice that any common area doors do not close or lock properly, such conditions must be reported promptly to the Management Office or to the Door Staff.

SALE OR LEASE OF A UNIT

Unit Owners may sell their Unit without obtaining permission from the Board of Directors provided it is done in compliance with the Declaration and the following Rules:

1. Notice of any sale, gift, devise or other transfer of the ownership of a Unit shall be given to the Board within five (5) days following consummation of such transfer.
2. Both the seller and the buyer must complete all forms normally and reasonably required by the Association and return them to the Management Office along with a fully executed copy of the contract of sale prior to the time that a paid assessment letter from the Association required for closing can be issued. The purpose of the information requested by the Association is to gather information essential to the efficient administration of the Association. No Unit Owner or Resident may move into any Unit until such time as the Management Office has been supplied the appropriate documents, the move-in fee and damage deposit have been paid, and the service elevator has been reserved for use.
3. Each Unit Owner shall supply to the Management Office a photocopy of settlement statement to the Unit upon closing.
4. Prior to the closing of any sale or transfer, all assessments and charges must be paid in full to the end of the month in which closing is to take place. A certified check or money order covering all monies due the Association and two business days' notice are required for a paid assessment letter to be issued. Should the owner of the unit for sale be unable to pay the assessment in full prior to closing, the association will release a "Special Paid Assessment Letter" which indicated that the unit's assessment account is not paid in full as of the date of the letter, that a balance remains due and outstanding as of the date of the letter, and that the association claims a lien against the unit for such amounts unless they are paid in full directly out of the sales proceeds at closing. Upon request of the Unit Owner or prospective purchaser, copies of necessary documentation, including without limitation, the Declaration and amendments thereto, will be made available to the requesting party. A reasonable fee shall be charged to the Unit Owner for photocopying of such documentation.
5. In the event a Unit Owner fails to provide the Board with the information requested, all costs and expenses of the Board incurred in obtaining the requested information, including attorney's fees, shall be assessed to the account of the Unit Owner as part of his/her share of the Common Expenses.

Pursuant to the Declaration, leases are permissible without obtaining permission from the Board provided that a Unit Owner leasing his/her Unit complies with the Declaration and the following Rules:

1. Each Unit Owner shall provide his/her lessees(s) a copy of the Declaration and these Rules.
2. Each lease of one or more Units shall be in writing and for a minimum term of one (1) year. A copy of every such lease shall be delivered by the Unit Owner to the Management Office within ten (10) days after the lease is signed and prior to occupancy by the tenant. No lessees may move into any Unit until such time as the Management Office has been supplied a copy of this lease, the move-in fee and damage deposit have been paid, and the service elevator has been reserved for use.
3. Each lease shall contain a clause that states that the lessee(s) acknowledge(s) receipt of a copy of the Declaration and By-Laws, as well as the Rules and Regulations of the Association, and that the lessee agrees to be bound and subject to all of the obligations under the Declaration, By-Laws and Rules & Regulations, as is the Unit Owner making such lease. Regardless of whether such a provision is contained in the lease, however, the lessee shall be so bound.
4. In making any lease, the Unit Owner is not relieved of any obligations owed by him/her under the Declaration, By-Laws or the Rules & Regulations.
5. No portion of a Unit that is less than an entire Unit (as defined in Exhibit C of the Declaration) may be leased.
6. Subleasing is not permitted.
7. Transient, rentals, vacation rentals, or any lease under 1 year is strictly prohibited.

SMOKING

400 N LaSalle is a smoke-free environment with the exception of the individual residences. All attempts must be made to prevent smoke odors and fumes from entering all Common Elements of the building including nearby residences.

In order to alleviate cigarette smoke infiltration, any resident who smokes, or allows smoking in the unit, must purchase a HEPA air purifier system. The air filter system must run whenever there is smoking in the unit. Because open windows or patio doors allow air blowing in to exceed air coming in from the hallways, smokers should keep their windows and doors closed while smoking.

STORAGE ROOMS AND LOCKER ASSIGNMENT

Management reminds all residents that items stored in storage lockers must be included for coverage in your homeowners' insurance policy. Each Unit has one storage locker assigned to that Unit. These limited common area storage lockers are located in the basement and on the

seventh floor of the building. Unit Owners and Residents must check with the Management Office for the specific location of the locker assigned to their Unit.

The following are Rules for use of the Storage lockers and the storage rooms:

1. The storage rooms are restricted to Unit Owners and Residents and are accessed by security fob.
2. Unregistered/unauthorized use of a storage locker may result in a violation and removal of the locker contents. The Association, Board, Staff, Management Company and their employees assume no responsibility for items stored in any storage locker.
3. No hazardous, perishable or flammable materials or objects are to be stored in the storage lockers. Any article deemed hazardous in a storage locker may be removed immediately upon request of the Management Office. The Association is not responsible for any items in the storage locker rooms or in the storage lockers.
4. Articles found outside or on top of the storage lockers pose safety hazards and may be removed without notice and without recourse.
5. All Unit Owners may lease their assigned storage lockers to other Resident(s). Leases shall state that the Lessee is not permitted to assign, reassign, or sublet his/her storage locker. Lessee must be a resident of 400 N. LaSalle and the lease must be registered with the Management Office.

TRASH DISPOSAL AND RECYCLING

The trash room is located east of the elevator lobby on each residential floor. All trash must be sealed in plastic bags and thrown down the chute.

Unit Owners and Residents are responsible for the removal of large cartons, heavy or bulky objects, construction materials and any items that do not fit down the building rubbish chute. Any furniture, refuse, or other items must not be left in the hallways or stairwells of the building. A charge to residents from our scavenger service for removal of bulk items (such as discarded carpet, appliances, cabinets, etc.) will be billed to the Unit Owner.

All medical waste such as syringes must be properly disposed of by using a Sharps[®], or other appropriate medical waste container.

Trash removal is included in the monthly assessments.

The Association encourages recycling. Newspapers, mixed paper, clean glass, plastic and other products may be left in the plastic bins located inside the loading dock.

All food items must be bagged, tied or sealed, and disposed of promptly. Properly secured garbage must be pushed completely down the rubbish chute before closing the chute door. Unit Owners and Residents must not leave any bags, garbage or other refuse on the floor or in the hallways, where it can attract pests. Any explosive, flammable, or lighted items (for

example, matches, lit cigarettes, aerosol cans), must not be put into the chute. If flammable or explosive materials require disposal, the maintenance staff must be contacted for disposal instructions.

In consideration of those Unit Owners and Residents whose apartments adjoin the rubbish chute, trash disposal must occur between the hours of 7:00 a.m. and 10:00 p.m. The Management Office must be notified when Christmas trees or holiday decorations require removal from Units. Removal will be made by the maintenance staff.

USE AND OCCUPANCY RESTRICTIONS

The use of any Unit (or combination of Units) for any nonresidential purpose is prohibited by the Declaration and by these Rules. The use of any Unit for purposes such as providing physical or mental therapy, retail sales or manufacturing of products is thus clearly a violation of the Declaration and these Rules. The restrictions contained herein shall not, however, be construed in such a manner as to prohibit a Unit Owner or Resident from: 1) maintaining a personal professional library therein; 2) keeping personal business or professional records or accounts therein; 3) handling personal business or professional telephone calls or correspondence there from; 4) maintaining a computer or other office equipment within the Unit; or 5) utilizing secretarial help and having occasional business visitors. Such uses are expressly declared customarily incident to the Unit Owner or Resident use and are not in violation of the Declaration or these Rules. Notwithstanding the foregoing, no Unit Owner or Resident shall suffer or permit the regular or consistent entry of customers or clients.

Nothing is to be done or kept in any Unit, or in, on, or to the Common Elements that will increase the rate of insurance for the Association without prior Board approval. Nothing is to be done or kept in any Unit or in, on, or to the Common Elements that may result in the cancellation of the Association's insurance.

No Unit Owner or Resident may overload the electric wiring or plumbing in the building, or operate machines, appliances, accessories or equipment in such a manner as to cause an unreasonable disturbance to others. No Unit Owner or Resident may connect any machines, appliances, accessories or equipment to the heating or plumbing systems.

Any activity that would generate substantial traffic or inconvenience to any other Unit Owner or Resident in any common area is expressly prohibited unless prior Board approval has been given. Transient/vacation rentals will be reported to the City of Chicago.

WATER BEDS AND WATER FURNISHINGS

No water-filled beds or other water-filled furnishings are allowed. Water-filled furniture includes any bed, mattress, sofa, chair or other item of furniture that contains as part of its elements any substance in a liquid state. Water-filled furniture has the potential for extensive

damage to Unit Owner's or Resident's Unit and other Units from leaks, breakage and/or weight overloads.

Small personal fountains and fish tanks, not exceeding one (1) gallon of water, are allowed in residential units.

APPENDIX A

ENFORCEMENT OF THE CONDOMINIUM INSTRUMENTS

All Unit Owners and Residents are required to abide by the Condominium Instruments (all recorded documents and authorized amendments including, but not limited to, the Declaration, By-Laws, Rules & Regulations, and Plat). If any Unit Owner or Resident is found to have violated any provisions, Management and/or the Board may, at their discretion, take one or more of the following steps or such other actions as may be authorized by the Condominium Instruments, Declaration, By-Laws, or Rules and Regulations of the Association:

1. Assess against the Unit Owner any of the fines set forth in Appendix B, the Schedule of Fines, for the 400 N. LaSalle Condominium Association.
2. If the violation is of a nature that could cause a serious threat to a Unit Owner's or Resident's health or safety, jeopardize the well-being of a Unit Owner or Resident, or result in structural damage to any Common Elements (such as, but not limited to, use of unauthorized contractors), impose a fine and take immediate legal action.
3. Require the Unit Owner or Resident to cease and desist from conduct found to be prohibited by the Declaration, By-Laws, or Rules and Regulations.
4. Require the Unit Owner or Resident to correct any damage or unauthorized condition of the property for which the Unit Owner or Resident has been found responsible and to pay the costs of any and all associated repairs.
5. Suspend a Unit Owner's or Resident's rights to the Pool/Whirlpool Area, the Patio and Grill Area, the Social Room, the Fitness Center, the Laundry Room, and the Bike Room.

Failure of a Unit Owner or Resident to pay any of the costs and expenses or other items provided above, or to perform any of the repairs or corrective work described above, shall constitute a separate violation by the Unit Owner or Resident. After thirty (30) days without cure, the defaulting Unit Owner or Resident may be subject to any and all legal remedies at the Board's avail, including, without limitation, its rights to possession of the Unit, to proceed with a judicial sale, or to place a beneficial lien against the Unit Owner.

Any fees, costs expenses (including attorney's fees), or other items assessed hereunder, shall be due within thirty (30) days after written notice from the Association that such items have been assessed. The Association may take such steps as are provided in or consistent with the Declaration, By-Laws, or Rules to enforce collection of any such charges, fees, or expenses, including attorney's fees and court costs related to such enforcement.

The rules, remedies, and procedures set forth herein are not exclusive. The Association, acting through the Board, may, in addition to or instead of such rules, remedies, and procedures, and

at its sole discretion, take any action or utilize any procedure provided or allowed by law, in equity or in the Declaration, By-Laws, or Rules.

Notice(s) required to be served on a Unit Owner or Resident for any and all matters having to do with the rules and procedures governing the enforcement of the condominium instruments and/or the procedures entailed in making complaints about violations of those instruments are deemed served by either: a) personal delivery of the notice on the Unit Owner or Resident at the time of the delivery; b) hand-delivery of the notice to the Unit Owner or Resident at his/her address in the building; or c) mailing the notice to the Unit Owner or Resident, in which case such service is deemed to have taken place three (3) days after having the notice sent by first-class and certified mail, return receipt requested, postage prepaid, to the Unit Owner or Resident at his/her address in the building, or at another address the Unit Owner or Resident had previously designated in writing to the Management Office as the address where he wished to have his notices mailed.

APPENDIX B

SCHEDULE OF FINES AND FEES

The Board of Directors and/or Management may levy Basic Fines against a Unit Owner or Resident for violating the Declaration, By-Laws, and/or Rules and Regulations. The Board, in its sole direction, may impose a higher fine when circumstances warrant. The Board and/or Management may also levy Specific Fines against a Unit Owner or Resident for the commission of the acts set forth below. The Unit Owner or Resident in question will receive a letter stating the alleged violation and the fine amount and be afforded the opportunity to be heard before the Board on the matter. In the course of evaluating any disciplinary situations that arise pursuant to the Declaration, By-Laws, and/or Rules, Management and/or the Board may, if circumstances so warrant, elect to issue a warning letter to the Unit Owner and/or Resident in question in lieu of a fine.

BASIC FINES

Unit Owner or Resident may be subject to a basic fine of \$50 per violation, plus \$50 per month thereafter until the violation is corrected.

SPECIFIC FINES

1. Violating any of the Moving Regulations: \$250 for each violation
2. Failing to submit Rental Lease: \$100 per month until resolved
3. Violating the Use and Occupancy Restrictions: \$500
4. Violating Transient/vacation rentals or any leases under a year: \$1,500 a day
5. Creating noise or displaying conduct that requires an Association Employee to be summoned:
 - First Violation: \$100
 - Second Violation: \$200
 - Third Violation, and each additional Violation thereafter: \$300
6. Creating noise or displaying conduct that requires the Chicago Police Department to be summoned by Management, Management's Designee, or an Association Employee:
 - First Violation: \$500
 - Second Violation: \$1,000
 - Third Violation, and each additional Violation thereafter: \$1,500

7. Violating the Rule/Regulation requiring Unit Owner to provide the Management Office documentation confirming the existence of the required Premises Liability Coverage (as set forth in the Rules & Regulations): \$400 per violation, \$400 per month until the violation is corrected. (This fine is in addition to any and all other remedies available to the Association's Board of Directors as set forth in the Rules & Regulations.)
8. Failing to pay assessment charge by the specified due date: \$50 per violation, \$50 per month thereafter until the violation is corrected.
9. Failing to pay assessment charge by the specified due date because Unit Owner's check was not honored/or returned: \$50 per violation, \$50 per month thereafter until the violation is corrected.
10. Failing to allow access to Unit for a non-emergency, necessary building work program (i.e. exterminating, changing of filters) after having received written notice: \$50 per week after receipt of written notice.
11. Failing to register pet(s) with the Management Office: \$300 per pet
12. Allowing pet(s) to cause or create a disturbance requiring an Association Employee to be summoned:
 - First Violation: \$100
 - Second Violation: \$200
 - Third Violation, and each additional Violation thereafter: \$300
13. Failing to clean up pet waste in and around the building or allowing a pet to relieve itself within 15 feet of a building entrance: \$50
14. Failing to notify the Management Office of remodeling/alteration to Unit: \$100
15. Failing to register any Workman/Tradesman working in your unit with the Management Office: \$100
16. Failing to comply with the Rules and Regulations regarding the construction approval process (see Construction Approval Process section of Rules and Regulations) or causing physical and/or structural changes or alterations to your Unit and/or any part of the 400 North LaSalle Building without prior Board approval: \$500 (or at Board's discretion)
17. Using the Social Room, Fitness Center, Laundry Room, Pool/Whirlpool Area, Patio and Grill Area, or any other Common Area of the building in a manner which violates or is not authorized by the Building's Rules and Regulations, Declaration and/or By-Laws: \$250
18. Violating the Rule/Regulations prohibiting the drinking/imbibing of alcohol in the Pool/Whirlpool Area: \$500

19. Violating the Rule/Regulation prohibiting smoking in any Common Area: \$500
20. Demonstrating erratic behavior while under the influence of alcohol in any Common Area: \$500
21. Entering the Pool/Whirlpool Area or the Patio and Grill Area after hours: \$500 and loss of pool privileges for the remainder of the season
22. Refusing/failing to leave the Social Room, Fitness Center, Laundry Room, or any other Common Area of the building when requested to do so by Management or an Association staff member/employee: \$500
23. Refusing/failing to leave the Pool/Whirlpool Area or the Patio and Grill Area when requested to do so by Management or an Association staff member/employee: \$500 and loss of pool privileges for the remainder of the season
24. Throwing anything from an apartment window or balcony: \$1,000
25. Throwing anything from an apartment window or balcony into the Pool/Whirlpool Area and/or the Patio and Grill Area: \$1,000 and loss of pool privileges for the remainder of the season
26. Offering bribes (in the form of money, favors, gifts, or any other special considerations) to encourage Management, Association staff employees, or employees to 1) disregard Rule violations committed by Unit Owners, Residents, or guests, or 2) fail to report to Management any Rule violations committed by Unit Owners, Residents, or guests: \$1,000

FEE SCHEDULE

MOVE IN/OUT:	\$400/Move In \$300/Move Out \$500/Security Deposit \$25/Additional Move Time per ½ hour \$25/Cancellation/Change Fee *Move in and out fees to be collected at the time of moving in*
TRANSFER FEE:	\$400/Per Sale \$400/Per Lease \$200/Per Lease Renewal
PET FEE:	\$150 Annual Fee
SOCIAL ROOM FEE:	\$200/Fee \$500/Damage Deposit (Refundable w/no damage)
LOCK-OUT FEE:	\$35/Charge when Management Office is closed
BIKE ROOM FEE:	\$25/Annual per bike w/registration
SERVICE RECOVERIES:	\$35 per half hour labor
VEHICLE FLUID LEAK FEE: (garage/drive/loading dock)	\$50
LAUNDRY INCOME:	\$3.50 big boy washer \$3.00 per regular wash \$3.50 per load to dry
LATE FEE:	\$150
KEY FEE:	\$14 per key \$50 per FOB
COPIES/FAX FEE:	\$0.20 per copy \$1 per page to Fax

APPENDIX C

PROCEDURES FOR SUBMITTING A FORMAL COMPLAINT REGARDING VIOLATIONS OF THE CONDOMINIUM INSTRUMENTS

MAKING A FORMAL COMPLAINT

Any Unit Owner, Resident, or building employee observing an infraction of the Rules, a violation of the Rules, Declaration and/or By-Laws, or conduct in any way detrimental to the building, may a) file a written complaint with the Management Office, or b) report such action to the Management Office, or c) if the violation is of an emergency nature and the Management Office is closed, contact the Door Staff and request that an Incident Report be prepared, so that an Association employee may then be dispatched to investigate the alleged infraction/violation, and prepare an Incident Report if the circumstances involved warrant such action.

Lessees (renters) of Unit Owners are to direct all complaints to the attention of their Unit Owner.

Complaints or grievances regarding the general condition of the building or grounds must be brought to the attention of the Management Office.

INTERVENTION BY MANAGEMENT

1. Once a Unit Owner or Resident has made a formal complaint by undertaking one of the actions set forth above in "Making a Formal Complaint," the Property Manager will send a letter to the alleged violator informing him/her of the alleged violation, (referring to the applicable portions of the Declaration, By-Laws and/or Rules & Regulations, or any such other applicable authority) and informing the alleged violator that the alleged violation could result in the assessment of charges, fines, legal fees, and other legal action against the alleged violator.
2. If, after sending the letter described in paragraph 1 above, the Property Manager is informed that the alleged violator has continued to commit the same or a substantially similar violation, the Property Manager may, at his/her discretion, request a conference with the alleged violator to discuss the alleged violation, and may also request that the complaining party attend the conference, so that the Property Manager can attempt to mediate the dispute.
3. If a) the Property Manager fails to send the letter described in paragraph 1 above; or b) the Property Manager declines or fails to hold a conference as set forth in paragraph 2 above; or c) the alleged violator commits the same or a substantially similar violation after the

Property Manager holds or unsuccessfully attempts to hold a conference as set forth in paragraph 2 above, then the complaining Unit Owner or Resident on his/her behalf may institute the Proceedings by the Board as set forth below.

4. Further, the Board or the Property Manager may also, at their discretion at any stage of the proceedings described above, determine that the alleged violation must be addressed in Proceedings by the Board, in the manner described below, rather than or in addition to intervention by management.

PROCEEDINGS BY THE BOARD

If the circumstances described in paragraph 3 or 4 above occur, alleged violations of the Instruments may be addressed in proceedings by the Board. The following provisions govern such proceedings:

1. Written Complaint

The complaining Unit Owner shall file a written complaint, containing the following information:

- a. The name, Unit number or address and phone number of the complainant;
- b. The name and Unit number or address of the Unit Owner or Resident who has committed the alleged violation;
- c. The specific details or description of the violation, including the date, time, location, etc., of the alleged violation;
- d. A description of the complainant's requests to the Property Manager to address the alleged violation, and a description of the manager's response;
- e. The signature of the complainant; and
- f. The date on which the complaint is made.

2. Procedures Upon Filing of a Written Complaint

The written complaint (plus any Incident Reports prepared concerning the matter) shall be filed with the Board through the Property Manager. Thereafter, the Board or Property Manager shall notify the alleged violator in writing that such a complaint has been made, and shall upon request provide a copy of the complaint (plus any Incident Reports prepared concerning the matter) to the alleged violator.

If the alleged violation is such that serious, immediate, or irreparable consequences may occur due to delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred, including but not limited to attorney's fees, will be charged to the alleged violator/Unit Owner or Resident as set forth below.

The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, By-Laws, and Rules and Regulations of the Association.

3. Protest and Hearing

If any Unit Owner or Resident who is charged with a violation either believes that he/she has not committed such violation, or that he/she has been wrongfully accused, he/she shall proceed as follows:

- a. Within ten (10) business days after having been notified in writing that he/she has been accused of a violation, the Unit Owner or Resident must submit to the Property Manager a written request for a hearing concerning the violation. The Property Manager will forward the request to the Board. The Property Manager will simultaneously inform the complainant in writing that a request for a hearing has been forwarded to the Board.
- b. Upon submission of such a request for hearing, a hearing of the written complaint shall be held before a panel (hereinafter "Hearing Panel") duly authorized by the Board, and composed of Board members or a commission duly authorized and appointed by the Board to hear such complaints. The Hearing Panel shall not include any persons presenting evidence in the hearing.
- c. The hearing shall be conducted no later than six (6) weeks after the Unit Owner or Resident has delivered a written request for such hearing, unless the Board determines that good cause justifies a later hearing date.
- d. At any such hearing, the Hearing Panel shall hear and consider arguments, as well as evidence or statements regarding the alleged violation. Following the hearing, and after giving the matter due consideration, the Hearing Panel shall issue a written recommendation to the Board regarding the alleged violation. The Hearing Panel's decision as to its recommendation shall be made by majority vote. Notification of the Hearing Panel's recommendation shall be made in writing to both the complainant and the alleged violator.
- e. The Board will receive the recommendation of the Hearing Panel, and, at its sole discretion, may hear argument as to whether it must accept or reject such recommendation.

- f. The Board will vote to accept or reject such recommendation by majority vote, and the decision of the Board will be final (subject to paragraph g, below) and binding. Notification of the Board's decision shall be made in writing to both the complainant and the alleged violator.
- g. The Board may vacate, reverse or modify its decision on its own initiative or upon a showing by either party of newly discovered facts or arguments that could not reasonably have been presented before the Board reached its decision. Such request by a party must be made within a reasonable time.
- h. Payment of any fines, charges, costs or expenses made pursuant to the provisions of this section shall not become due and owing until the Board has rendered its decision.

If no request for a hearing is filed within ten (10) business days after the Unit Owner or Resident has received written notice of the complaint, the allegations in the written complaint may, at the Board's discretion, be deemed admitted by default, and the Board may make its own determination of whether a violation has occurred and the appropriate sanctions, if any, to be imposed.

The Board shall notify the Unit Owner or Resident in writing of its determination.

4. Fines, Costs, Expenses, and Suspension of Privileges

If any Unit Owner or Resident is found to have violated any provisions of the Declaration or Rules and Regulations of the Association, the Board may, at its discretion, take one or more of the following actions or such other actions as may be authorized by the Declaration, By-Laws, Rules and other regulations of the Association:

- a. Assess against the Unit Owner or Resident any of the fines set forth in Appendix B, the Schedule of Fines, for the 400 N. LaSalle Condominium Association
- b. If the violation is of a nature that could cause a serious threat to Unit Owner's or Resident's health or safety, could jeopardize the well-being of the Unit Owner or Resident, or could result in structural damage to any Common Elements (such as, but not limited to, use of unauthorized contractors) the Board may, at its discretion, impose a fine and take immediate legal action.
- c. Require the Unit Owner or Resident to cease and desist from conduct found to be prohibited by the Declaration, By-Laws, or Rules and Regulations.
- d. Require the Unit Owner or Resident to correct any damage or unauthorized condition of the property for which the Unit Owner or Resident has been found responsible and/or to pay the costs of any repairs previously made.

- e. Suspension of a Unit Owner's or Resident's rights to the Pool/Whirlpool Area, the Patio and Grill Area, the Social Room, the Fitness Center, the Laundry Room, and the Bike Room.

Failure of a Unit Owner or Resident to pay any of the costs and expenses or other items provided above, or to perform any of the repairs or corrective work described above, shall constitute a separate violation by the Unit Owner or Resident. After thirty (30) days without cure, the defaulting Unit Owner may be subject to any and all legal remedies at the Board's avail, including without limitation, rights to immediate possession of the Unit, to proceed with judicial sale, or to place a beneficial lien against the Unit Owner.

5. Reimbursement to Association

Any fees, costs, expenses (including attorney's fees) or other items assessed hereunder, shall be due within thirty (30) days after written notice from the Association that such items have been assessed. The Association may take such steps as are provided in or consistent with the Declaration, By-Laws, or Rules to enforce collection of any such charges, fees or expenses, including attorney's fees and court costs, related to such enforcement.

APPENDIX D

Sec. 18.6. DISPLAY OF AMERICAN FLAG OR MILITARY FLAG

Notwithstanding any provision in the declaration, bylaws, rules, regulations, or agreements or other instruments of a condominium association or a master Association or a common interest community association or a board's construction of any of those instruments, a board may not prohibit the display of the American flag or a military flag, or both, on or within the limited Common Elements and facilities of a unit Owner or on the immediate adjacent exterior of the building in which the unit of a unit owner is located. A board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and a board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. A board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the limited Common Elements and facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit of a unit owner is located, but a board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

As used in this Section: "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the, Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

"Board" includes a board of managers or a board of a master association or a common interest community association.

"Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a Military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

APPENDIX E

HOURS OF OPERATION

Management Office:	Monday through Friday; 9am-5pm
Fitness Center:	5am-12 midnight; daily
Laundry Room:	5am-11pm; daily
Patio & Grill Area:	5am-11pm; daily
Pool:	5am-11pm; during season
Receiving Room:	Monday through Friday 7am-7pm Saturday 9am-3pm
Social Room:	7am-11pm; daily
Social Room Rental:	7am-11pm; daily

APPENDIX F

UNIT REPAIRS – PARTS PRICE LIST

FLUORESCENT LIGHTS & BULBS	
60 WATT LIGHT BULB	\$10.00
HALLWAY FLOODING ENERGY SAVER	\$12.00
MICROWAVE LIGHT BULB	\$8.00
OVEN/REFRIGERATOR BULB	\$8.00
VANITY LIGHT BULB(Mirror)	\$5.00
WARM WHITE FLOUR. LAMP	\$10.00
WARM WHITE FLOUR. LAMP	\$10.00
KEYS AND LOCKS	
BALCONY DOOR LOCK	\$60.00
CUT LOCK	\$30.00
DEADBOLT	\$40.00
KEY (COPY)	\$14.00
KEY FOBS	\$50.00
LOCK CHG. W/2 KEYS	\$100.00
MORTISE LOCK BODY	\$320.00
STORAGE LOCK & KEYS	\$30.00
ELECTRICAL PARTS	
COVER OUTLET/SWITCH	\$12.00
DUPLEX OUTLETS	\$30.00
EXHAUST FAN ACTUATOR	\$100.00
GFI RECEPTICLE	\$30.00
KITCHEN BALLAST (Sink)	\$60.00
LIGHT SWITCH (Duplex)	\$35.00
LIGHT SWITCH (Single)	\$30.00
OUTLET COVER (BALCONY)	\$15.00
MISCELLANEOUS	
INSTALL FAUCET (PROVIDE BY OWNER)	\$20.00
INSTALL SHOWER HEAD (PROVIDE BY OWNER)	\$20.00
PER/HALF HOUR	\$30.00
RECAULK TUB	\$40.00
RESET GARBAGE DISPOSAL	\$15.00
ROD CLOGGED SINK/TUB	\$15.00
UNCLOG TOILET	\$15.00
HVAC PARTS	
ACTUATOR	\$120.00
CAPACITOR	\$10.00
DIGITAL THERMOSTAT	\$150.00
FILTER	\$12.00

MOTOR	\$320.00
SENSOR COIL (Each)	\$40.00
VENT GRILL COVER LONG COIL	\$150.00
PLUMBING PARTS	
AERATOR	\$10.00
BATHROOM SUPPLY LINE	\$25.00
CARTRIDGE	\$65.00
DRAIN DISPOSAL GASKET	\$30.00
DRAIN TUB STOPPER	\$30.00
DRYER EXHAUST DUCT	\$25.00
FAUCET CARTRIDGES	\$65.00
FILL VALVE	\$35.00
FLAPPER (TANK)	\$20.00
FLUSH HANDLE KIT	\$20.00
GARBAGE DISPOSAL 5/8HP W/CORD	\$200.00
GARBAGE DISPOSAL ELECTRICAL CORD	\$20.00
J TRAP SINK REPLACEMENT	\$30.00
KITCHEN FAUCET SPRAYER HEAD	\$50.00
KITCHEN SINK BASKET STRAINER	\$35.00
KITCHEN SUPPLY LINE	\$25.00
REFRIDGERATOR WATER LINE CAP	\$10.00
SHOWER CARTRIDGE	\$80.00
SHOWER HEAD	\$35.00
SHOWER ROD CAP SET	\$20.00
SHOWER SCREW KIT	\$15.00
SHUT OFF VALVE BATHROOM SINK/TOILET	\$50.00
SHUT OFF VALVE KITCHEN – HOT & COLD	\$120.00
TOILET (COMPLETE SET)	\$300.00
TOILET SEAT	\$35.00
TOILET TANK GASKET REPLACEMENT	\$50.00
TOILET WAX	\$50.00
TUB SPOUT	\$30.00
WASHING MACHINE HOT/COLD HOSE	\$40.00