

**Prairie Avenue Lofts Condominium Association**  
**RULES AND REGULATIONS**

PURPOSE

The Board realizes that most residents desire to routinely observe the Rules and Regulations, as presented in the Declaration. However, to ensure their understanding, it is necessary to clearly identify and communicate Association policy. This is the purpose of these Rules and Regulations. The Rules and Regulations are binding upon all owners, residents, their families, and guests. Exceptions to the Rules may be made only in writing signed by the Board, following a written request by an Owner. The Board's goal is to maintain the property as a first-class association and to provide the residents with specific information that will be reviewed on an ongoing basis by the Board of Directors. The Board is not a police department and in order to have effective rules and regulations, it requires the cooperation of all the residents of the Association.

OWNER'S EMERGENCY INFORMATION

All Owners shall provide the Association with their permanent residence, mailing address and telephone number where they may be reached in an emergency both at home and at work. Any owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Unit and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of said Owner caused by any delays in receiving notice.

**GENERAL PROVISIONS**

MAINTENANCE

Unit Owners are responsible for any problems within their condominium. For emergency problems call the management company. Service calls will be charged to the Owner, when the service(s) performed is not covered by the Association. Doors, windows (frames are common elements), water heaters, and air condition units in disrepair, including failed glass thermo seals, and damaged screens must be repaired within thirty (30) days of receipt of a written violation notice from the Association. In the event the Owner fails to make repairs within the prescribed period of time, the Association may cause to affect all necessary repairs and/or replacements.

All costs of repair and/or replacement, along with enforcement costs, if appropriate, will be added to the Owner's assessment account. All windows and doors (such as exterior entry), chimneys, and any other exclusive limited common element are the responsibility of the Owner. All screens and windows are to be maintained properly. Upon notification by the Association, the Owner must make the necessary repairs or replacements within an allotted amount of time. The Association will maintain a pest control program in the common areas of the buildings. Any pest control problems within a unit must be the owner's responsibility.

Assessment Fees are due on the 1<sup>st</sup> of each month. A late fee of \$50.00 will be assessed on any assessments that are not posted, by the 15<sup>th</sup> of the month.

Assessments must be mailed and received by the 15<sup>th</sup> of the month. Payments can not be dropped off with the management company. Any checks dropped off, will not be forwarded to the bank and will be given back to the unit owner

COMMON AREAS
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Common Area is defined as all portions of the property except the private units. The use, maintenance and operation of the Common Areas shall not be obstructed, damaged or unreasonably interfered with by any owner nor shall anything belonging to Home Owners be stored in the Common Areas. The spigots on the building are for the exclusive use of the landscapers. Hoses are not to be run from these spigots for any purpose. All Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials. Each owner is responsible for damage to Common Areas caused by themselves, their residents, their guests, their pets, or persons engaged by them to perform services as a result of negligence, carelessness or misuse. All costs or repair or replacement along with enforcement costs, if appropriate, will be added to the Owner's Assessment account. Lobbies, stairwells, and hallways are not to be used for storage. This includes personal items such as bicycles, shoes, coats, boots, mats, toys, wagons, baby carriages, benches, chairs, etc. The janitorial service will dispose of these items.

All common areas are smoke free. Smoking should be limited to individual units, or outside the building. Cigarette butts and related smoking debris shall be disposed of properly. Such items are not to be discarded in the grass, driveways, streets, landscaping, sidewalks or any other section of the Common Areas.

Bikes can not be parked in common areas (Hallways, Lobby, Garage) at anytime.

No solicitation. Nothing can be slid under doors, hung in common areas, hung or attached to doors.

Security stickers need to be adhered to the door, on the bottom-left corner. See Appendix - 4.

Attire appropriate for public wear (including shirts and footwear) is to be worn in all common areas.

The Association or its officers, agents, or employees may enter any Unit when necessary in connection with any repair, maintenance, or reconstruction for which the Association is responsible, or which the Association has the right or duty to do so. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and except in the event of an emergency shall be done upon prior reasonable notice to the Unit Owner.

FITNESS CENTER

Attire appropriate for public wear (including shirts and footwear) is to be worn while using the fitness center.

Wipe and clean all machines after use

No pets allowed in the fitness center

SCREENS & WINDOWS

All screens and windows are to be maintained properly. Torn or unsightly window coverings are not permitted.

When used, neutral colored shades, drapes, curtains or blinds are required on all windows visible from the exterior of the building.

BALCONIES

No additions or remodeling of any balcony or deck allowed.

Use of charcoal grills is not allowed. Gas and Electric are allowed.

Nothing between any balcony is allowed

Bicycles are not to be stored on balconies.

BIKE ROOMS

Bikes are not to be on the floors of the bike room, unless they are locked to a building supplied bike storage rack.

Please make every effort to turn off the lighting when not in use and secure all doors upon exiting.

STORAGE AREAS

Storage areas are part of the Common Areas. Each Unit Owner has been assigned ONE Storage Locker with the initial sale of each Unit. Unit Owners shall be individually responsible for insuring their personal property stored in the Storage Areas.

Smoking is not permitted in storage areas.

Please make every effort to turn off the lighting when not in use and secure all doors upon exiting.

Nothing can be stored outside (on the floor or above) of your assigned storage locker.

PASSENGER & FREIGHT ELEVATORS

The elevators are part of the Common Areas. Smoking is not permitted in the elevators by City of Chicago ordinance. All commercial deliveries are to be made via the freight elevator. Freight elevator time must be reserved 48 hours in advance for all move-ins, move-outs and large items for delivery. Contact the Management Company for a reservation.

CONSTRUCTION ACTIVITY WITHIN UNITS

Any and all construction activity will be limited to the following hours:

Monday – Friday	8:00 AM – 5:00 PM
Saturday	10: 00 AM – 5:00 PM
Sunday	NO CONSTRUCTION ACTIVITY
Holidays	NO CONSTRUCTION ACTIVITY

INSURANCE

Each Owner shall be responsible for procuring homeowner's insurance to include general liability for his/her Unit. The cost of this insurance shall be paid directly by each Unit Owner and shall not be an expense of the Association. Unit Owners shall be individually responsible for insuring their personal property in their Units; their personal property stored elsewhere on the property (storage areas), and their personal liability to the extent not covered by the liability insurance for the Common Areas obtained by the Association. Illinois law (as of June 1, 2002) now gives the Association the power to require Unit Owners to obtain insurance covering their personal liability and compensatory damages to another unit if damages occur. The insurance must also cover the deductible cost of the owner whose unit is damaged. Proof of insurance will need to be given to the management office. The board will obtain homeowners insurance for any person(s) who do not have homeowners insurance. The cost will be added to their assessments with an extra \$25.00 monthly administration fee.

Unit Owners shall be responsible for any damage to surrounding units or Common Elements as a result of failure of water heaters, etc. The Association's insurance will allocate the cost of the deductible to the Association if the damage arises from any Common Area. In the event that an emergency situation occurs (such as water leakage), The Board will take any steps necessary to amend the situation.

NEIGHBORHOOD WATCH

Crime prevention is everyone's concern and responsibility. If any Unit Owner notices anything suspicious, the Association asks that you do not hesitate to contact the Chicago Police Department.

PETS

The Association requires that pet owners take full responsibility for their pets. All ingress and egress into the building of all pets must be done via the Freight Elevator. Owners are responsible for cleaning up after their pets. Pets must be leashed and need to be under the control of the person walking them (can not be let free in the common areas, hallways, etc). Pets are not to be tied to trees, landscaping or any Common Areas.

No animals of any kind may be bred or maintained on the property, for any purpose, commercial or otherwise.

All pets must be licensed by the City of Chicago. Proof of licensing and inoculations must be given to the management office. Pets required to have ID tags and license, by City ordinance, must display those tags while in the Common Areas. All pets shall be in compliance with the City of Chicago requirements and ordinances.

No pet shall be allowed to create a nuisance or unreasonable disturbance. A pet doing so may be permanently removed from the property upon seven (7) days' written notice from The Board. No pet shall be allowed to damage any Common Areas (including landscaping) as determined by and in the sole judgment of the Board. (Proper paperwork must be completed, see Appendix 1-3)

Aggressive behavior toward human or another pet, will be reason for the aggressive pet to be removed from the property, permanently. (Proper paperwork must be completed, see Appendix 1-3)

The Owner of every animal shall be responsible for the immediate removal and sanitary disposition of any excretion or feces deposited by a pet anywhere on the Common Area, regardless of who is attending the pet. This is a City of Chicago ordinance, and Owners will be ticketed and fined by the Association for violations.

The building and/or the building landscaping are not to be used for pets to relieve themselves.

Pets must be attended at all times. All pets must be on a leash controlled by the Owner or other responsible person while in any Common area.

An Owner is responsible for the actions of pets belonging to anyone residing in or visiting a Unit and the costs of repairing any damage caused by a pet shall be assessed to the Owner.

Dogs and/or cats are limited to two (2) in total per Unit. (Example: Two dogs, or two cats or one dog and one cat).

#### ALTERATIONS & ADDITIONS

No alterations or additions may be made to any of the Common Areas. No radio or telephone antenna, satellite dish or tower shall be erected on any Common Area, exterior walls, balconies, roof or any part thereof. The Association will be supplying, as a portion of monthly assessments, bulk cable television.

No additions or remodeling of any balcony or deck allowed.

Any additional locks, need to be the exact duplicate of what is already being used on the outside of the unit doors. No plates can be attached to the doors on the outside. See Appendix - 4

All security plates that are attached to the doorframe need to be painted the same color as the existing doorframe.

#### LANDSCAPING

The Association Board shall determine when and how landscaping and maintenance services will be employed in Common Areas. A landscaping committee may be authorized and supervised by the Board to plant and maintain Common Areas.

#### REFUSE AND RECYCLABLES

Refuse materials must be placed outside for pickup in the dumpster. Recyclable materials must be placed in the blue containers in the trash room. Debris is not to be temporarily stored in the Common Areas or outside at any time. Unless such items are placed inside the dumpsters, the garbage service provider will not haul such items away. If a Unit Owner is unable to place such items in the dumpsters, the Board Association requests that Unit Owners contact the Management Company to make arrangements with the current provider of scavenger services to arrange for a pick-up of large items, i.e. appliances, furniture, etc. The cost for these special services shall be the responsibility of the requesting Unit Owner(s). If your refuse does not fit in the trash chute, do not force the refuse, take it down to the first floor trash room. Forcing oversized items into the chute will cause damage.

DECORATIONS

Holiday or special occasion decorations are permitted on limited common elements (windows, balconies and doors) on a temporary basis, and must be installed and removed within 30 days of the holiday or special occasion.

Decorations are not permitted on roofs, sidewalks, driveways or other Common Areas.

The board reserves its discretionary right to request the removal of external facing decorations. Any damage caused by the display of decorations to the buildings, property or Common Areas, shall be repaired by the Association. Costs for said repair will be added to the Unit Owner's Assessment account. Holiday trees must be placed in a bag to minimize untidiness, and removed via the freight elevator to the dumpsters. City of Chicago ordinance states that door mats not be displayed in the common hallways. These will be removed and discarded.

SIGNS

Signage or advertising of any type, size or kind are not to be placed on any part of the property and will promptly be removed and discarded. There are no exceptions.

SELLING YOUR CONDOMINIUM

Proposed buyers must complete an application for Board approval, accompanied by a valid sales contract. Unit Owners are responsible for providing the proposed purchaser(s) with a copy of the current recorded Declaration and By-Laws, a copy of the current Rules and Regulations and any other pertinent information regarding the Building. Copies may be purchased through the Management Company. Please refer to the Declarations and By-Laws.

MOVING

All moving in or out of the building is to be done via the freight elevator. A *refundable* deposit of \$500 is required by the Association prior to move-in, move-out or large deliveries to ensure that all Common Areas are not damaged. Please contact the Board or Management Company in advance of your proposed date, (at least 48 hours is required) to reserve elevator time and to pay your deposit. The Board, in its sole discretion, will determine damages to the Building, and appropriate fees to repair.

RENTAL TENANTS

The Rules and Regulations must be followed by all renters.

The management office needs all information concerning a renter, for emergencies.

NOISE AND OFFENSIVE ACTIVITY
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Please keep noise to a minimum during early morning hours and after 10:00 p.m. Unit Owners, residents, his/her family or guests shall not commit any nuisance or disturbance to his/her neighbors either willfully or negligently by means of, but not limited to: loud conversation, playing of radio, television, recording devices or musical instruments, exercising equipment, etc. at any time. Loud stereos and radios are very disturbing. Be sure to keep the volume at a reasonable level especially late at night. When entertaining, please be sure your guests are not disturbing your neighbors. Nuisances or disturbances are to be reported to the Chicago Police Department. It is the responsibility of the owner to file a complaint with the Chicago Police Department. As stated above in the "Pets" provision, no pet shall be allowed to create a nuisance or unreasonable disturbance.

PARKING
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All vehicles must display current license plates and current parking stickers. Each unit owner is permitted **one vehicle** per parking space. Owners may not park additional vehicles in any unsold/unused parking, and are subject to towing. A "vehicle" is an automobile, motorcycle, scooter, etc.

There is no parking in the alley at any time. Anyone using this area is subject to having the vehicle towed at the owner's expense. Double-parking, parking in fire lanes, roadways and right of ways is strictly prohibited. Anyone parking in these areas is subject to tow at their own expense.

Do not empty ashtrays or leave any other debris in the parking lot.

Mechanical, electrical and bodywork on any vehicles, boats, trailers, motorcycles and other related items in the parking areas is strictly prohibited. Changing of oil or other lubricants is not permitted. The only exception to this is the repair of a flat tire, repair or replacement of wiper blades or tail or headlights and vehicle battery. Be sure to use the trash containers that are supplied when emptying of waste containers, ashtrays, cans, bottles, fast food wrappers, etc. Vehicles leaking any type of fluid will be subject to towing. All posted signs must be observed and obeyed.

Vehicles may not be parked so as to obstruct passage of other vehicles on the property. This includes alley parking and parking in non-designated areas. Vehicles shall not be parked in a manner that interferes with ingress to or egress from any portion of the property such as but not limited to sidewalks, driveways, and designated parking areas.

Vehicles shall be moved at the direction and/or request of the Board or Management when necessary for maintenance to the parking areas or to facilitate snow removal.

The provisions set forth herein are intended to supplement but not replace the policies and procedures regarding enforcement, which are fully applicable to all violations under these Vehicle Rules and Regulations.

Parking spaces are not to be used for any kind of storage, bicycles, motorcycles, automobile fluids, ladders, spare tire, etc. These items will be removed and discarded.

In the event of a violation of these Vehicle Rules and Regulations, the Board or its duly authorized agents shall, where practicable, send a "Notice of Violation" to the Owner and/or shall affix a Parking Violation Notice (Towing Sticker) to the vehicle. Any Parking Violation Notice that is affixed to the vehicle shall contain such information as the Board deems appropriate. Any failure to attend a Notice of Violation hearing under these rules may be deemed an admission of the violation and may result in costs and expenses being assessed to the Owner. The Board shall keep all such records of violations. The Board shall identify or attempt to identify the resident whose vehicle is causing the violation or whose guest or invitee is causing the violation. The Board shall identify or attempt to identify the vehicle owner, if not a resident, and notify the vehicle owner of the violation. The Board shall then notify the local authorities, Management Company or designated member of the Board, asking that they issue a citation and remove the vehicle.

The Board shall have the authority to tow vehicles which are parked in violation of these Rules and Regulations under the following circumstances: When a vehicle has been abandoned and a notice of such violation was affixed to the vehicle; or, when a vehicle is parked in a fire lane or is parked in a manner which presents an immediate danger to the property or to the health, safety and welfare of any person thereon, the vehicle may be towed without notice to the vehicle owner; or when a vehicle is parked in violation of any of these Vehicle Rules and Regulations and the owner of the vehicle has been found guilty of at least three (3) prior violations of any provisions of these Vehicle Rules and Regulations, the vehicle may be towed upon the occurrence of the fourth or subsequent violation with twenty-four (24) hour notice posted on the vehicle only.

Any time a vehicle is towed pursuant to these Vehicle Rules and Regulations, all costs and expenses incurred shall be the responsibility of the Unit Owner and Vehicle Owner. Any additional expenses incurred by the Association in connection with any tow, including reasonable attorneys' fees, also will be the responsibility of the Unit Owner and Vehicle Owner.

The Board will have signs posted on the property giving notice that violators of the Vehicle Rules and Regulations may be towed. The Board may enter an agreement with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these Vehicle Rules and Regulations.

All costs related to enforcement of any of the Vehicle Rules and Regulations, including reasonable attorneys' fees, will be the responsibility of the Unit Owner and Vehicle Owner.

The Board is not responsible for loss or damage to vehicles or for injury to persons or property in the parking areas.

ENFORCEMENT
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Any individuals not complying with the rules and regulations concerning the use of these areas is subject to fines and/or other actions necessary for the Association to maintain safety and order in the complex. Owners will be notified in writing of violations. Use your common sense and be courteous to your neighbors. We all need to work together to keep our property values up. Any and all violations of the above rules and regulations are subject to the following actions and fines:

∞ 1<sup>st</sup> Violation – no fine. Any expenses incurred by the Association and/or any actual damages repaired at Association's expense may be assessed to the Owner. The Board reserves the right to impose a reasonable fine for a first violation, when the violation is of a particularly egregious nature.

∞ 2<sup>nd</sup> Violation – a fine of \$100.00 and any expenses incurred by the Association and/or any actual damages repaired at Association expense may be assessed to the Owner.

∞ 3<sup>rd</sup> Violation – a fine of \$150.00 and any expenses incurred by the Association and/or any actual damages repaired at Association expense may be assessed to the Owner.

∞ 4<sup>th</sup> and subsequent violations – a fine of \$25.00 per day or occurrence and any expenses incurred by the Association and/or any actual damages repaired at Association expense may be assessed to the Owner for a continuing violation.

In the event the alleged violation is a continuing violation of the Declaration, By-Laws and/or Rules and Regulations, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the Owner's account if the Owner or tenant is found guilty in accordance with the Declaration. Any Owner assessed a fine or damages shall pay any charges with the following months assessment payment. Failure to make the payment in the allotted time shall subject the Owner to all of the legal remedies available for the collection of the delinquent assessments.

The Board reserves the right to forward any matter relative to the Rules and Regulations to the Association's attorney.

CONCLUSION
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All owners, residents and guests disregarding the Association's established Rules and Regulations will be subject to fines and all costs acquired by the Association in repairing, restoring and/or cleaning the common areas. Once again, we repeat, owners are responsible for their guests.

Owners and residents who have any questions concerning these matters should write to the Condominium Association Board. Any special exceptions to the above rules must be cleared through the Board of Directors (at least two board members). With your help and cooperation, the Association can make the Prairie Avenue Lofts Condominiums a safe and pleasant living environment for all to enjoy.

Violation Forms:

- 1) Violation Complaint – Witness Statement
- 2) Notice of Violation
- 3) Notice of determination regarding violation

**Appendix 1 - PRAIRIE AVENUE LOFTS CONDOMINIUM ASSOCIATION  
VIOLATION COMPLAINT – WITNESS STATEMENT**

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

Offender's Name: \_\_\_\_\_

Unit number: \_\_\_\_\_

Location of Violation: \_\_\_\_\_

Date of Violation: \_\_\_\_\_ Approx. Time: \_\_\_\_\_

Violation(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Were any photographs taken: Yes: \_\_\_\_ No: \_\_\_\_\_

If so, by whom: \_\_\_\_\_

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

Report submitted by: \_\_\_\_\_

Phone: \_\_\_\_\_ Unit: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix 2 - PRAIRIE AVENUE LOFTS CONDOMINIUM ASSOCIATION  
NOTICE OF VIOLATION**

Date: \_\_\_\_\_

To: Unit Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This was allegedly violated by: \_\_\_\_\_  
\_\_\_\_\_

The Board of Directors will review the violation(s) at their next regularly scheduled Board

Meeting on \_\_\_\_\_, 20\_\_\_\_ at approximately \_\_\_\_\_AM/PM

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

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

Very truly yours,

Prairie Avenue Lofts Condominium Association  
Board of Directors

Cc: Occupant, if rental

**Appendix 3 - PRAIRIE AVENUE LOFTS CONDOMINIUM ASSOCIATION  
NOTICE OF DETERMINATION REGARDING VIOLATION**

Date: \_\_\_\_\_

To: Unit Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

This was violated by: \_\_\_\_\_

The Board has taken the following action:

- ( ) The Board has determined that no violation occurred.
- ( ) The Board has determined that a violation has occurred. Accordingly, costs and expenses of enforcement in the amount of \$\_\_\_\_\_ have been assessed against your unit and are now due.
- ( ) Damages, Expenses and Administrative charges in the amount of \$\_\_\_\_\_ have occurred and are now due.
- ( ) Legal expense in the amount of \$\_\_\_\_\_ have been incurred by the Association and are now due.
- ( ) Damages have occurred or an architectural violation exists as charged in the complaint, and you are hereby notified to have the damages or violation corrected or repaired at your expense.
- ( ) As a result a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expense incurred will be assessed to you.

Very truly yours,

Prairie Avenue Lofts Condominium Association  
Board of Directors

Appendix - 4

