

The Museum Park Lofts I Condominium Association Handbook

125 East 13th Street, Chicago, IL 60605

www.125east.com

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Revision History

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Section 1

Informational Items

INTRODUCTION

It is the intent that these rules (“Rules”) for The Museum Park Lofts 1 Condominium Association (the “Association”) will benefit all unit owners (“Unit Owners”) by providing a practical framework for everyday living that will help to ensure mutually comfortable surroundings and security to all Unit Owners and their Lessees (“Residents”).

All Residents, a matter of course, 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 shall be responsible for the conduct of their families living in their unit, tenants, members of the tenant’s family in the unit, as well as any of their guests and invitees.

As a matter of fairness to all Unit Owners and Residents, these Rules will be enforced with consistency. Any violation of these Rules will result in appropriate action being taken by the Board of Directors (the “Board”) of the Association in accordance with its powers and duties.

All Unit Owners should retain and refer to the Declaration obtained at closing; additional copies may be obtained, for a nominal fee, by contacting the Management Office. The Declaration and By-Laws and Plat are incorporated as part of the Rules and are subject to the enforcement procedures set forth herein. To the extent that the provisions of applicable laws, the Declaration and/or the Rules are in conflict, the provisions of applicable laws shall first control, followed by the provisions of the condominium instruments and then the Rules.

The Board reserves the right to amend these Rules from time to time as deemed necessary.

GENERAL INFORMATION

The Association is composed of all Unit Owners. Five members of the Association are elected to the Board of Directors (“Board”) 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. Within ten days of each Annual Meeting of Unit Owners where the Directors are elected, the Annual Meeting of the Board will be held to elect the Officers, President, Vice President, Secretary, and Treasurer. Notification of annual elections, regular and special meetings, etc., will be provided to all Unit Owners by the Board and will be posted on the notice board across from the front lobby passenger elevators.

The Association has engaged the professional property management services of Draper & Kramer, Inc., and employs a Property Manager to handle administration of the building, under direction of the Board. All correspondence, excluding bill payments, regarding the Association should be directed to the Management Office, as follows:

Museum Park Loft Attn:
Property Manager
125 East 13th Street
Chicago, IL 60605 (312)
235-0486

Correspondence to the Board should be sent in care of the Property Manager. These messages will be forwarded to the current President of the Board. The President of the Board may direct the Property Manager to respond on behalf of the Board.

The Management Office is open from 7:30 a.m. – 4 p.m. Monday, Tuesday, Thursday and Friday; and, on Wednesday, it is open from 10:30 – 6:30. In the event of an emergency, on weekends, or anytime when the Management Office is closed, page the Property Manager at 877-256-9089.

IMPORTANT PHONE NUMBERS

Management Office (312) 235-0486
Office Fax (312) 566-9553
Maintenance Pager (877) 256-9089
Police/Fire Emergency 911 Police/Fire
Non-Emergency 311

Air Conditioning/Heating

The Museum Park Lofts I is equipped with individual air-conditioning/heating systems *for each unit*. Temperature in the unit can be controlled individually. *Heat is individual gas controlled on a common meter*. Cooling coils are located on the roof. Maintenance and repair of heating and cooling equipment for individual units is the sole responsibility of the Unit Owner. Please contact the Management Office for access to the roof.

Documentation

To the extent required by the Declaration or law, the books of records of the Association are available for examination and copying by Unit Owners, the Owner's mortgagees, or the duly authorized agent or attorney of the Unit Owner, for any proper *purpose during normal business hours of the Management Office*, provided that at least 14 days advanced notice is provided to the Association. The Board may charge a reasonable fee for *the cost of copying—said fee to be established and updated by the Board*.

All requests for copies of Association documents must be made in writing and are subject to research and copy fees. A research fee will apply to all documents older than 60 days and a copy charge will apply to all documents provided.

One copy of both the CONDOMINIUM DECLARATION AND ASSOCIATION HANDBOOK will be provided to each new Unit Owner. Additional copies can be purchased at the management office. There will be no charge for the transmission of electronic copies of either the CONDOMINIUM DECLARATION OR ASSOCIATION HANDBOOK.

It is the responsibility of the seller to provide a copy of the Declaration and the Rules and Regulations to the purchaser at closing. Additional copies can be purchased at the Management Office. Copies of the documents are also available on the Association's website.

Domestic

Unit Owners are responsible for *ensuring all domestic employees are fully cognizant of the Association Handbook and Regulations*, and that they abide by the rules of the *Museum Park Lofts I building*.

Electricity

The electricity for each unit is individually metered and is billed separately by Commonwealth Edison.

Unit Owners are responsible for maintaining, repairing or replacing unit circuit breakers. Work completed on a circuit breaker must be done *to code as defined by The City of Chicago, Cook County, the State of Illinois, and the United States of America*.

Emergencies

If any repair emergency should arise in your unit after regular office hours, contact Management at 877-256-9089. **Emergencies are the following: fire, flood, power failure, loss of hot water, electrical short-circuit, leakage (but not dripping faucet), broken windows, accidents, burglary, damage to building, property and/or person(s) trapped in elevator.**

Entry System

The Entry System is located in the vestibule on the east wall. Make sure to inform Management of your phone number in order *to* program your name into the system. To allow entry into the Building, **simply press 9 from your phone.**

Financial Statements

The Association employs a certified public accounting firm to prepare an annual financial statement. Unit Owners should retain these audit reports. Unit Owners intending to sell their units may need to provide copies to prospective buyers. Copies can be obtained from the Management Office for a fee.

The Board is required to prepare and distribute to all Unit Owners the proposed operating and reserve budgets for the upcoming fiscal year. In accordance with prevailing law, the Declaration provides Unit Owners an opportunity to review the proposed budget at least (30) thirty days prior to its adoption. The assessment amount for each unit is determined by multiplying the annual total assessment for the Association by the percentage of Common Element interest applicable to the unit. **The Common Element** interest of each unit plus the **Unit Parking Space** is listed in **Exhibit B** of the Declaration.

Fire

Call the Chicago Fire Department by **dialing 9-1-1**. The Museum Park Lofts I is equipped with smoke detectors and sprinklers in all units and common areas of the building. **Do not disable your unit's fire detector. Do not block or hinder your unit's sprinklers.** Fire exits are clearly marked. **Do not disable or obscure fire exits. DO NOT USE ELEVATORS IN CASE OF FIRE.** If you discover **fire** or **smoke**, **do not investigate. CONTACT THE FIRE DEPARTMENT IMMEDIATELY BY DIALING 9-1-1.** Once you have notified the fire department, please contact the Management Office.

Lockouts

In the event of a lockout during regular Management Office hours, Residents or Unit Owners should contact the management office. There will be no charge for the janitor to get the keys and unlock the unit during regular business hours.

In the event of a lockout after regular Management Office hours, Residents should contact their local locksmith. The Management Company will not direct any employee to assist a Unit Owner with accessing his/her unit unless an employee is already on site.

Mail Boxes

The U.S. Postal Service will deliver mail at the unit's assigned mailbox located in the lobby. Each resident has his/her own address, as listed below:

125 E. 13th Street
Unit # _____
Chicago, IL 60605

Incoming mailboxes are located behind the glass partition on the west side of the lobby. A U.S. mail slot for outgoing mail is located on the wall of the lobby across from the Management Office. Mailboxes for each unit are identified by the unit number. Unit Owners will be issued mailbox keys at closing. Lessees or Residents 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 should be reported to the U.S. Postal Service.

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

Maintenance

Residents and Unit Owners shall maintain their units in good condition, order and repair at their own expense. The maintenance staff is responsible for the common areas and is not allowed to provide any service within an individual unit not concerning a common element.

The maintenance employees are under the direct supervision of the Property Manager. Maintenance staff are not to take any instructions from individual Residents or Unit Owners at any time on any phase of the building's maintenance, care or operation, and Residents and Unit Owners are discouraged from this practice at all times. The maintenance staff shall be treated with respect at all times. Any compliments or complaints regarding the maintenance staff should be directed to the Property Manager for appropriate action.

During their shift, maintenance staff is instructed to use reasonable judgment in performing any service for Residents or in taking direction from them when it is in an obvious direction that is necessary for proper maintenance of the common elements (i.e., replacement of a light bulb, unsanitary conditions, etc.). The Building Manager is available on an on-call basis for any bona fide emergency situation that may arise.

Maintenance staff is prohibited from performing personal favors during work hours and from handling any tasks during off-day hours that are ordinarily provided by the Association. *The Association, the Board, nor Management assumes any liability resulting from the independent contract with any maintenance staff during his/her off-duty hours.*

If maintenance is called to provide any service within a unit not related to a common element, a work order will be filled out and the unit owner will be charged. All such requests must be submitted to the Management office for approval and scheduling.

The Property Manager may request that the Resident or Unit Owner detail any complaint in writing.

Smoke Detectors

Smoke detectors are installed in every unit, and are supplied with power from your electric panel. **Do not disable your unit's fire detector.** If an accumulation of smoke reaches a smoke detector in your unit, a localized loud alarm will sound alerting the occupant of a possible fire. Please be aware that a smoke-filled room, burning food or a concentration of steam may set off the alarm. **If the alarm goes off** and you suspect a fire in your unit, contact the Chicago Fire Department at 9-1-1 and Management at 312- 235-0486 immediately.

The alarm will automatically reset itself when the room clears of smoke. There is a test button on the smoke detector. Periodically use the test button to check on the power supply and working condition of the detector. If it is not working, notify your local service personal.

Sprinklers

There are sprinklers in every unit, public corridor and in all other areas of The Museum Park Lofts 1. The sprinklers are heat sensitive and will not be activated by the presence of smoke in your unit. Please take special care not to bump, damage, or in any way interfere with the operation of the sprinklers. **Do not block or hinder your unit's sprinklers.**

Television (Cable) Service

Contact the Management Office for the current television provider.

Additional Information

Museum Park Loft 1 Web Site www.125east.com

Draper & Kramer

33 West Monroe Street
Suite 1900
Chicago, IL 60603
Phone: (312) 944-2611

Contacts:

Jessica Peterson – j.peterson@dkcondo.com
Chuck Patterson – c.patterson@dkcondo.com

Harold Washington Library Center

400 S. State Street, Chicago, IL 60605
Information Center: (312) 747-4300 Hours:
M-Th 9-7; F-Sa 9-5; Su 1-5

Alderman

Chicago 2nd Ward

Chicago Non-Emergency Information **Dial 3-1-1**

Website: www.ci.chi.il.us

Museum Park Lofts Social Network

125east.ning.com
Email museumlofts@gmail.com for access

The Association Handbook is subject to changes and additions as situation arise. We hope this handbook provides useful information. If you have any unanswered questions, please contact the Management Office at 312-235-0486. It is our pleasure to assist you.

Section 2

Rules and Regulations

Rules Regarding Violation of Condominium Instruments

All covenants, restrictions and rules contained in the condominium Declaration are incorporated as part of these rules and any violation thereof constitutes a violation of these rules and is subject to the enforcement policies and procedures set forth in these rules (Appendix C). To the extent that the provisions of applicable law, the Condominium Declarations and/or the rules are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration of Condominium Ownership and By-Law and then the Rules and regulations.

Assessment Payments

Assessment fees and miscellaneous charges are due on or before the first (1st) day of each month. The Managing Agent will provide each Unit Owner with a monthly invoice. Failure to receive an invoice does not, however, abrogate Owner's obligation to pay all charges on a timely basis.

A late fee will be assessed to all past due accounts as of the eleventh (11th) day of each month.

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. Legal proceedings to collect all sums owed to the Association will be initiated against a Unit Owner in arrears more than 60 days. 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 reasonable attorney's fees and costs incurred by the Association in collecting past due assessments and billed charges.

A Unit Owner whose check is returned NSF will also be assessed an additional NSF check service fee plus all bank service charges incurred by the Association.

AT NO TIME WILL THE MANAGEMENT OFFICE ACCEPT MONTHLY ASSESSMENT PAYMENT. ALL PAYMENTS MUST BE SENT DIRECTLY TO THE LOCKBOX AS INDICATED ON THE RETURN ENVELOPE ENCLOSED or VIA AUTO DEBIT.

Balconies and Patios

In accordance with the Declaration, balconies are a Limited Common Element. Unit owners will be responsible for any damage to the balcony appurtenant to their Unit. The following rules apply to balconies:

- a) Noise levels from all sources within the unit, or on the balcony, must adhere to the requirements outlined in the "Noise" section of this handbook.
- b) Only electric, propane, and natural gas grills with a hinge top are allowed on the balconies. No other cooking devices, including charcoal grills, are permitted on the balconies.
- c) No objects may be dropped, swept or thrown from the balconies, including but not limited to water, fireworks, debris, garbage, plant maintenance products, and cleaning materials.

- d) Painting, enclosure or any other permanent alteration of balcony floors or railings is not permitted without prior written Board approval.
- e) Nothing may obstruct drainage of the balcony.
- f) No rugs, towels, clothes, flags, banners or similar items may be hung from the balcony.
- g) Individual satellite dishes on balconies must not be hung in any manner as to break the plane of the exterior façade of the building and may not be vivid in color.
- h) Balconies may not be used for storage, including bicycles.
- i) All items, including flower boxes and hanging plants, must be secured inside the balcony railing.
- j) Alterations to the concrete pavers and gravel on the 14 floor patios area is not permitted without written consent of the Board. All approved construction and installation must be completed in accordance with the construction guidelines outlined in this handbook.
- k) All water supply lines providing service to the 14th floor patios will be shut off and drained on Columbus Day (October) each year. Water service will be turned back on Memorial Day (May) each year.
- l) Holiday and balcony lighting is limited to 3 weeks prior to and 3 weeks following the holiday.

Bicycle Storage Area

The bicycle storage rooms are located east of the lobby. Each unit is allotted a numbered bike rack. For your safety, please lock your bicycle in the bicycle racks. We recommend you use a kryptonite lock, which is available at most hardware stores. It is the responsibility of each 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 bicycles stored in the storage area.

Bicycles improperly stored on the Bicycle storage area will be subject to removal and disposal without notice or recourse.

Additional bicycle racks may be available for an annual fee. All bicycles must exit and re-enter the building through the west side door or the garage.

Carts

As a convenience for Residents, the building provides a limited number of small carts located in the garage level entrances. In consideration of other Residents, carts are to be returned within 20 minutes from the time the carts were taken. Carts are not to be left in any other part of the building, including elevators.

Common Elements

"Common Elements" are all portions of the building, except individual units, that are shared equally among all residents. Also referred to as Common Areas.

Common areas are not intended to be used as play areas.

All repairs and services performed within a unit are at the unit owner's expense, except when specifically set out in the Declaration or by the Board from time to time as to be maintained at the Association's expense.

The Association reserves the right to inspect units for any change in equipment affecting common elements including, but not limited to, vents, plumbing, wiring, door checks, or any conditions not conforming to applicable laws and ordinances. Authorized representatives of the Association (e.g., the building engineer, management and repairmen), shall be entitled to reasonable access to the individual units as may be required in connection with maintenance, repairs and accessing limited common elements with reasonable prior notice to the unit owner, except in cases of emergency.

Residents shall not tamper with the fire hoses, sprinkler valves, smoke detectors, fire safety system, or the lighting systems.

Owners will be held financially responsible for any acts or omissions resulting in the damage of common elements by their tenants, children, family members or pets, as well as guests of their tenants, children or family members.

Any owner or tenant causing damages to the common elements will be responsible for this repair and replacement. If the offender fails to repair the damage, the Association may do so and charge the owner or the offender, which charge may be collected from the owner.

Smoking is NOT ALLOWED anywhere in the indoor or outdoor Common Elements.

To comply with local fire regulations, for the safety of all Residents, and keeping with a uniform image, personal effects will not be permitted in or on Common Elements at anytime except for designated storage areas.

Signs are prohibited on unit doors or interior common walls or on exterior of the building without specific authorization by the Board of Directors.

No entrance, vestibules, elevators, stairwells, corridors, areas outside of storage lockers, or any other common area may be obstructed or used in any way except as designated for use in common.

Construction/Upgrades

See Appendix B of this document prior to undertaking a construction activity.

Any construction, remodeling or repairs must be completed to code. Prior written consent of the Board of Directors is required for the following: any additions, alterations, or improvements to the flooring; Common Elements (including television cable and phone lines) or Limited

Common Elements of the building; or any alterations that increase usage of water, sewer, or other operating system.

A unit owner that it is replacing a component of his/her unit with an identical component shall not be required to obtain the prior consent of the Board of Directors; however, such unit owner shall be required to give notice to the Board and comply with all other rules related to construction.

Minor repairs, remodeling or otherwise noise-producing work (short in duration and not using heavy power tools) engaged by a Resident, excluding emergency repairs, is restricted to certain hours (Monday through Sunday 8:00 a.m. through 7:00 p.m.). Work must take place within a reasonable duration and in a manner that will not unreasonably disturb other Residents. No Unit Owner may make any additions, alterations or improvements to the common elements (including television, cable, and phone lines) or to the limited common elements of the building. No Unit Owner may install or replace flooring within the unit, or install appliances or make any alterations to his/her unit, which affects the usage of the water, sewer or other operating system, without the prior written consent of the Board of Directors. Any project requiring the water to be shut off will be charged a fee.

Any Unit Owner who makes any improvements, alterations or additions to his/her Unit or to the limited common elements reserved for use by his/her unit shall be responsible for any damage to other units, the common elements, and the limited common elements as a result of such improvements, alterations or additions.

Hours for construction, remodeling or other noise-producing work engaged by a contractor, excluding emergency repairs, is restricted to Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., for a reasonable duration, and in a manner that will not unreasonably disturb other Unit Owners.

Unit Owners are responsible for the removal and proper disposal of all construction materials. Construction materials may not be disposed down the trash chute or within the regular building dumpsters. Construction debris removal can be scheduled with the Management Office.

See Appendix B for rules/procedures governing major construction or remodeling (whether performed by a resident, owner or third party.)

Management may stop any unauthorized construction in the unit.

Corridors and Stairways

City of Chicago Fire Department regulations strictly prohibit the placement of boots, shoes, skis, sleds, bicycles, toys, carts, strollers, umbrellas, furniture, live or artificial plants, doormats or any other items in these common areas. Such items will be subject to removal and disposal without notice or recourse.

Fire Code requires that stairwell doors must not be propped open or the locking mechanism tampered with in any way.

To promote a uniform corridor appearance, no Resident shall paint or place signs upon the

outside of the Unit, including doors to the Unit. However, suitable holiday decorations are permitted and Mezuzahs may be attached to doorframes. Decorations, which correspond to a holiday, are permitted three (3) weeks prior to the holiday and for two (2) weeks following the holiday. Nails in doors are not permitted.

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 the spread of fire, as required by City of Chicago building code; (b) to ensure an even balance of air pressure; (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 hallways.

Deliveries

We strongly recommend that residents be home or make arrangements with a friend when they are expecting delivery of furniture or groceries.

Deliveries of large packages, including outside suppliers or vendors, must be made through the loading dock. Owners must notify the Management Office in advance in order to reserve the elevator when deliveries of furniture and other large items are expected. The elevators must be padded and locked out prior to use for deliveries.

Special care shall be taken not to damage hallway walls or stairwells. Unit Owners are responsible for any damage resulting from move-ins, move-outs, or deliveries. The cost of repairs will be charged to the resident responsible.

The Association will not be liable for the loss or damage of such delivered property, nor shall it be liable for any property left for residents or by residents with any Association employee.

The Association reserves the right to control and limit entry to the building by delivery people, as well as trades, maintenance, repair and sales people.

Elevators

There are two (2) elevators serving the building. Never use wedges to prop open elevator doors.

No person may detain the elevators for any purpose, unless previously scheduled with Management.

Moving in and out of the premises and handling of heavy equipment is permitted only with prior notice to Management. All move-ins, move-outs, and large deliveries must be conducted in accordance to the rules set forth in the 'Move-In/Out' section of this handbook and scheduled through the Management Office. All items must come through the loading dock door – never through the lobby.

For your protection, there is an emergency call button in each elevator cab. In case of distress press the button to connect to the emergency operator.

Please remember that fire regulations require that **ELEVATORS MUST NEVER BE USED IN CASE OF FIRE.**

Garage

a) The Museum Park Lofts I Condominium Association, any of the respective agents, employees or independent contractors shall not be responsible for any loss, theft, or damage to any vehicle or any articles left inside any vehicle in the garage or parking lot.

b) To protect residents from uninsured parkers, all vehicles using the garage must be able to show proof of current automobile insurance.

c) The owner of a parking space is financially liable for damage(s) done by the authorized car parked in his/her space.

d) Owners/Lesseees must park their vehicle within permitted limits or within the lines of other marked boundaries and in such a manner that parkers assigned to adjacent spaces are not denied reasonable access to said space. Vehicles may not be parked, maintained or stored so as to obstruct passage of other vehicles on the property or within the Garage.

e) Public streets and alleyways are the property of the City of Chicago. Cars that are parked illegally on a street or alley are ticketed by the Chicago Police Department. The Police department makes the decision to radio the Department of Streets and Sanitation for purposes of towing the car. The Condominium Association and Management Company have absolutely no authority or control over the public streets and alleys. Private towing companies have no authority or right to tow a car from a public street or alley. These situations must be handled via a phone call to the City Non-emergency 311 center.

f) A car owner who parks his/her vehicle in a tow zone assumes the risk for damage to their vehicle and any damage resulting from the inconvenience and costs associated with towing. All claims should be submitted to the car owner's automobile insurance company. The Association is not liable for and will not consider or review any claims for reimbursement of damages pertaining to a tow.

g) Museum Park Lofts 1 has deeded parking. No person may park in a deeded space belonging to another owner without that owner's consent. If a person is parked in a deeded parking space other than his/her own, the owner of the parking space shall have any and all rights available to him/her including, but not limited to the ability to, tow the unauthorized vehicle from that parking space; however, the Association shall not have the authority to tow a vehicle under such circumstances.

h) Any car parked in an area designated by the fire department or blocking access for garbage removal or any necessary service will be towed without notice. Should the Association incur a fine or additional scavenger charge, this charge will be passed on to the car owner or, if possible, to the unit owner. The owner of the vehicle assumes all risk when they park in such zones.

Garage (cont.)

- i) Unit owners/residents are responsible for their guests while on the premises. It is the responsibility of the unit owner/resident to ensure that their guests are legally parked and not parked in another person's space. Any costs or damages created by a guest will be charged back to the unit owner/resident.
- j) Parkers must be considerate of other parkers. Drivers should not block entrances or exits. Vehicles entering the garage have right-of-way priority over vehicles exiting the garage. Maximum speed in the indoor garage is 5mph. All traffic signs posted in the garage/lot must be followed.
- k) Due to health and safety concerns, children under the age of 16 should not be in the garage unless accompanied by an adult.
- l) The garage may not be used to park commercial vehicles.
- m) Garage openers are issued to the unit owner at closing. Since access to the building is also a crucial security issue, owners must control their keys and opening devices. Lost keys/openers will be replaced for a charge.
- n) Since oil and other substances can damage the concrete and asphalt surfaces, any vehicle that is leaking oil or other substances must be repaired within two (2) days of written notice from management. If the vehicle is not repaired, it must be removed from the garage. The cost of any damage to the garage floor or parking surface will be charged back to the parking owner.
- o) Vehicles parked in the garage must not be in poor or dangerous operating condition (including but not limited to any vehicle that leaks motor oil, brake, or transmission fluid; has dangerously worn brakes, tires, defective muffler, etc.) will be given two (2) days written notice. Unless repairs are completed, parking privileges will be suspended.
- p) Other than for emergency repairs, vehicles may not be repaired or serviced while in the garage.
- q) Washing of vehicles in the garage is not permitted.
- r) Vehicles used for move-ins and large deliveries must use the loading area. Moves and deliveries should not be conducted through the garage due to potential damage to parked cars.
- s) Motorcycle parking is subject to the same rules and regulations as automobiles.
- t) Rollerblading, skateboarding and recreational activity are strictly prohibited in the garage. Any person engaging in such activity is deemed to have assumed all risk for injury to themselves, other persons and property.
- u) No personal items may be stored in the garage. Only licensed motorized vehicles may be parked. Any unauthorized item left in the garage will be presumed abandoned. Such items will be subject to removal and disposal without notice or recourse.

Guests

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 Resident or Unit Owner, or authorized by the Resident. All guests and invitees of Residents or Unit Owners are responsible for complying with the Declaration and all Rules of the Association while on the property. Unit Owners and Residents are responsible for the actions and behavior of their guests and invitees.

Housekeeping – Unit Owners

Nothing shall be swept, shaken, or thrown out of the windows or doors, off of balconies, into the halls, stairwells, and elevators or outside areas.

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

Operable windows are limited as to how far they can be opened. Disengaging the safety latches in order to open the windows farther increases the possibility of the window blowing off of the building and endangering pedestrians or vehicles below.

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

Chemical drain openers should not be used to unplug clogged drains. In the event of clogging or flooding, Residents should shut off valves, if necessary, to stop the flow of water and should promptly contact a local service contractor for all necessary repairs.

The Fire Department recommends the use of artificial Christmas trees in all high-rise buildings. If Residents should have a live Christmas tree, appropriate caution should be exercised, and the management office should be contacted for the tree's disposal.

Insurance

The Board of the Condominium Association maintains insurance for the Building and all Common Areas. The Association maintains fire and casualty insurance for the full insurable replacement cost of the Common Elements and the Units. The Association does not insure the contents of a Unit or its additions and improvements.

Deductibles. The Board of the Association may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Owners who caused the damage or from whose Units the damage or cause of loss originated, or (iii) require the Unit Owners of the Units affected to pay the deductible amount. At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged damage, first from any person or persons having direct knowledge of the alleged incident and then from the unit owner and any witnesses on his behalf, and the Board may put questions to any of the witnesses.

Any party to the hearing has the right to be accompanied and advised by counsel; however, such counsel shall not present evidence, or examine or cross examine witnesses. Following a hearing and due consideration, or if no hearing is requested, the Board shall issue its determination regarding the payment of the deductible. The decision of the Board shall be final and binding on the Unit Owner and the Association. A record shall be kept which identifies all persons participating in the hearing. Upon request of the Unit Owner, one continuance will be granted for a period of not longer than 30 days for good cause shown. The Board may also reschedule the hearing to accommodate the scheduling needs of its members.

Mandatory Unit Owner Coverage. Unit Owners are required to obtain insurance (and annually provide the Board with evidence thereof) covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Owner or his or her guests, residents, or invitees, regardless of any negligence originating from the unit. The personal liability of a Unit Owner or Association member must include the deductible of the Owner whose Unit was damaged, any damage not covered by insurance required by this rule, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. If the Unit Owner does not purchase or produce evidence of insurance requested by the Board, the Board may purchase the insurance coverage and charge the premium cost back to the Unit Owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

Nothing shall be done or kept in any Unit or in any Common Area that will increase the rate of insurance or result in the cancellation of insurance on the Building or its contents.

Leased Units

It is the responsibility of the Unit Owner to advise the Management Office of the intention to lease a Unit no less than thirty (30) days in advance. The number of leased units is restricted.

Unit owners must advise the Management Office of the intent to lease and receive authorization to lease prior to executing a lease agreement with a tenant.

All Leases of Units must be in accordance with the Condominium Declaration. All Leases must be in writing.

In accordance with the Illinois Condominium Property Act, a copy of the lease must be delivered to the Management Office no later than the date of occupancy or ten (10) days after the Lease is signed, whichever occurs first. Otherwise the lessee will not be allowed to take possession, or will be evicted at the Owner's expense.

a) Unit Owners are responsible for any and all unpaid service charges created by their lessees. Service charges, damage charges, fines or other expenses resulting from a lessee's activities will be charged to the Unit Owner's account.

b) Each Unit Owner shall provide his/her lessees(s) a copy of the Declaration and these Rules.

c) 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 the lease or memorandum of oral lease, the move-in fee and damage deposit have been paid, and the service elevator has been reserved for use.

d) All lessee(s) shall sign an acknowledgement that he/she/they received a copy of the Declaration and Rules of the Association and that the lessee agrees to be bound and subject to all of the obligations under Declaration and Rules, as is the Unit Owner making such lease. Regardless if such an acknowledgement is executed, however, the lessee shall be so bound. A prior lessee of this building who had been either previously evicted or subject to eviction proceedings may not enter into a new lease.

e) In making any lease, the Unit Owner is not relieved of any obligations under Declaration or Rules.

No portion of a unit that is less than an entire unit may be leased.

Loading Dock

Permission to enter and use the loading dock must be obtained through the Management Office. Appointments must be made five (5) days in advance. Please remember to reserve the elevator time in conjunction with the loading dock, if necessary.

Lobby

No one is allowed in the lobby with bare feet, robes, sleeping attire or bathing suits; only proper street attire should be worn. The good judgment of residents and consideration for others is expected in complying with this rule. No one may enter or exit the building on roller skates, skateboards, golf shoes, ice skates or other foot covering that might damage floors or carpeting. No bicycles are permitted to enter or exit through the lobby doors on 13th street.

Locks and Keys

Residents should never leave their unit door open or unlocked.

All Residents are required to provide the Management Office with duplicate keys for all locks on Unit doors. This is necessary for both emergency accesses to a Unit as well as to assist a 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.

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

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. 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 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.

Blank keys are available for purchase at the Management Office.

Move-In/Out

The Condominium Association has the right and the obligation to run the building in an orderly manner and to protect the building and its owners from unnecessary damage and the expense associated with this damage. This is especially true of the elevator. The elevator is an extremely expensive piece of capital equipment that can cost thousands of dollars to repair. While there is a maintenance contract on the elevator, it will only cover routine repairs and inspections. It does not cover damage done through misuse.

The act of moving in and out of a unit can be difficult. The following rules have been put together in order to facilitate moving with minimum disruption to the residents and movers.

All unit owners moving into or out of the property are required to coordinate their move with the Management Company. Move-In/Move-Out must be scheduled at least five (5) business days in advance.

Moving is allowed between the hours of 9:00 a.m. and 3:00 p.m., Monday thru Friday, and will be reserved for a maximum of three (3) hours for any resident on any given day. Off hour moves will be accommodated at the discretion of the Board and an additional charge.

All moving companies are required to provide the Management Company with proof of insurance before arriving on site.

The Association requires a non-refundable move-in and move-out fee, payable at least one week in advance of all moves. A damage deposit is also required for all move-ins and move-outs, payable at least one week in advance. As the Management Office is not permitted to accept cash, Residents are required to submit *separate checks* payable to Museum Park Lofts 1. .. All deposits and move-out fees are required to be paid by certified check or money order.

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. Any damage shall be the responsibility of the Unit Owner. Unit owner's liability for damages is NOT limited to the amount of the damage deposit. Management will refund all deposit balances within five (5) working days after the move provided no damage has occurred to the building in connection with the move.

The maintenance staff will prevent movers from using elevators if the above regulations have not

been met. The Association will impose an additional non-refundable penalty to the Unit Owner who violates any of these move-in or move-out guidelines.

Unit Owners who have leased their units to renters must provide Management with a copy of the lease prior to the move. Without the lease, Management has no reason to believe that the renter has a legal right to be on the premises and will consider the person a trespasser. Hence, elevator time, keys or any other service will be denied.

Furniture and large items must be delivered through the loading dock. Any attempt to bring large items through the front lobby is prohibited. A fine plus the cost of repairing any damage will be assessed to any owner who brings a large delivery through the lobby. Elevator can be scheduled through the Management Office.

Furniture deliveries are not subject to Move-In / Move-Out fees but the elevator must still be reserved.

Never use wedges or any kind of material to prop open the elevator as this would cause serious damage to the elevator system.

Noise

No loud or offensive noise, activity (including but not limited to those made by pets), noxious odors, annoyances, nuisances or disturbances are allowed in any unit or in the Common Areas. Residents shall not do or permit any activity on the property that unreasonably disturbs or interferes with the rights and comforts of any other Resident.

Residents must not allow the sounds from guests, televisions, radios, stereo systems, musical instruments, clock alarms or any other sources to be transmitted to other units such that the sounds unreasonably disturb or annoy any Resident of the building. Speakers are not permitted to be mounted on common walls.

Vacuum cleaners, power tools, hand tools and other items commonly used for household activity and maintenance must not disturb Residents.

Construction is only permitted within certain hours in a manner that will not unreasonably disturb other Residents. Noise from construction or repair activities must not be of an unreasonable nature and not for an unreasonable duration. Guidelines concerning construction contained in Appendix B must be followed. All Residents must comply with requests by building personnel to cease disturbing any complaining Resident(s).

In the case of such situations, concerned residents should address the issue with the offending party in a neighborly fashion. If the situation cannot be resolved between the parties, the concerned resident must provide written notification to the Management Company. Management will notify the offending party of the complaint. Any subsequent complaints must be documented by the reporting party. If the disturbance continues unabated thereafter, it shall be declared a nuisance and, thus, a violation of this rule and subject to enforcement procedures and a fine. Unit Owners will be copied on all documentation.

If a resident suspects illegal activity within a unit, they should call 911 and notify the Management Office.

Pets

The Museum Park Lofts I welcomes dogs, cats, fish, small birds and other household pets of unit owners. There is a limit of 2 pets per unit. It is necessary to register your pet and keep a picture of your animal on file with the Management Office.

No animals, other than dogs, cats or other animals reasonably considered by the Board to be household pets, shall be raised, bred, or kept anywhere on the Property, nor shall any animals be kept, bred, or maintained for any commercial purpose. Pit bulls, snakes and other aggressive animals are expressly prohibited. Household pets include: dogs, cats, fish, birds, hamsters and gerbils. *Other species of pets must be approved in advance by the Board of Directors.*

All pets shall be leashed under the Unit Owner's or Resident's physical control while on any Common or Limited Common Element (excluding personal balconies). For example, pets must be under the Unit Owner's or Resident's physical control when in an elevator, hallways, or lobby

Pets shall not be tethered or tied outside on any Common or Limited Common Element. For examples, pet may not be tied or tethered to any building columns, furniture, or balcony. Pets shall not be permitted to urinate, defecate, or track in mud/dirt on any Common and Limited Common Element. Common elements include the outside support structures, in- ground lights and fixtures, hallways, windows, lawn, landscape, lobby, garage, elevators, planted flowers, planters, etc. Limited Common Elements include balconies, balcony railings, outdoor private patios, etc. In the event of an accident, the pet owner shall immediately pick up and dispose of pet waste from the Common Elements. All animal waste/soiled litter must be bagged in plastic, tied closed, and properly disposed. At no time is animal waste to be disposed of in the lobby garbage cans. Fines will be enforced.

Pets shall be controlled so as not to cause a nuisance or unreasonable disturbance anywhere on the Property or within an Owner's unit pursuant to Paragraph 11(f) of the Condominium Declaration.

A Unit Owner or Resident is responsible for the actions of pets of anyone residing in or visiting his/her Unit, and the costs of repairing any damage caused by a pet shall be charged to the Unit Owner responsible as a part of his/her share of the Common Expense. *The Unit Owner is also responsible for any fines levied as a result of breaking rules of the building in regards to the actions of the animal, or the conduct of keeping the animal.*

All pets must wear a City license and inoculation tags outside the Unit, as required by laws of the City of Chicago.

All Unit Owners or Residents must register their pets with the Management Office, *and pay all applicable fees. Unit Owners and Residents must also inform Management where such pets reside in the Unit or are regularly taken onto the Common Elements; and of the following:*

1. Unit Owner's or Resident's name, address and telephone number.
2. A picture of the pet, with name included.
3. Rabies vaccination tag number/year (if applicable).

All Unit Owners and Residents are strongly encouraged to report any witnessed or suspected

violations to the Board of Directors or its agents. A failure to report such violations and curb undesired pet owner behavior will only damage the Association's Common and Limited Common Elements, which ultimately will lead to additional maintenance and building expenses.

The Board or its agent will provide reasonable notice to the suspected Unit Owner or Resident of the alleged violation(s), and the Unit Owner or Resident shall be provided a hearing before the Board of Directors. A Unit Owner or Resident who fails to attend the hearing may be subject to a default judgment entered by the Board of Directors.

Based upon the facts and circumstances of each case, namely the number and degree of violations and the Unit Owner's or Resident's actions, should the Board of Directors determine that a Unit Owner or Resident is in violation of one or more of these pet rules, the Unit Owner or Resident shall be assessed a fine.

Sale of a Unit

It is the responsibility of the Unit Owner to advise the Management Office of the intention to sell a Unit no less than thirty (30) days in advance. 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:

a) 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. There is a transfer fee to cover paperwork associated with the sale of the unit.

b) 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 before a paid assessment letter from the Association required for closing can be issued. The purpose of this procedure is to gather information essential to the efficient administration of the Association. No owner or Resident or lessee may move into any Unit until 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.

c) Each Unit Owner shall supply a copy of the Real Estate Settlement Procedures Act (RESPA) or other proof of ownership to the Management Office.

d) Prior to the closing of any sale or transfer, all assessments and charges must be paid in full through the end of the month in which closing is to take place. A certified check or money order covering all monies due the Association along with two days notice are required for a paid assessment letter to be issued.

e) Upon request of the Unit owner or prospective purchaser for copies of necessary documentation including without limitation, the Declaration and amendments thereto, such documents will be made available to the requesting party. A reasonable fee for the actual cost of copying shall be charged to the Unit Owner for photocopying of such documentation.

f) In the event a Unit Owner fails to cooperate with the Board in providing 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.

g) The Board may own, convey, encumber, lease or sell any units that are purchased by the Board or obtained through foreclosure of similar proceedings.

Satellite Dish - Antennas

- a) Antennas: No antennas of any kind may be attached or mounted to any portion of the Property unless it is done within the Owner's Unit or indoors in an area which serves only the Owner's Unit.
- b) Satellite Dish Greater Than One Meter In Diameter: No satellite dish that is greater than one meter in diameter may be attached or mounted to any portion of the Property, unless it is done within the Owner's Unit or indoors in an area which serves only the Owner's Unit.
- c) Satellite Dish One Meter or Less in Diameter: A satellite dish that is one meter or less in diameter may be attached or mounted only on and within portions of the Property owned by the Unit Owner or on and within portions of the Property which such Unit Owner has the exclusive right to use. Examples of locations where such dishes can be installed are balconies and patios. All wires must be encased in molding which matches the color of the building, or buried underground. The owner must restore the Property to its original condition upon removal of the dish.
- d) Any person installing a satellite dish permitted by these rules shall notify the Board in writing within seven (7) days from the date of installation. A sample form is attached as Exhibit A.
- e) The owner shall be responsible for the maintenance of the satellite dish and the satellite dish shall be kept in good repair.
- f) If the satellite dish will be installed by a professional installer, the owner must provide the Association proof that the installer is licensed and insured.
- g) If it is necessary for the Association to remove the satellite dish to perform maintenance of the Property, the owner will be advised accordingly.
- h) Any request for deviation from the foregoing rules concerning antennas and satellite dishes must be submitted to the Board and is subject to the Board's approval.
- i) In order to protect the health, safety and welfare of the residents of the Association and their property, the Board reserves the right to inspect the installation and maintenance of a satellite dish permitted by these rules and to require that any unsafe condition be promptly corrected.
- j) The resident installing a satellite dish agrees to indemnify and hold harmless the Board of Manager/Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation, maintenance, or use of the satellite dish, including the payment of any and all costs of litigation and attorney's fees resulting there from.. The resident agrees to be responsible for any damage to the Property or any injury to any person as a result of the installation, maintenance, or use of the satellite dish. Upon installation of the dish, the resident shall execute a hold harmless agreement. A sample form is attached as Exhibit A.

Security

Building security is only as strong as its weakest link. Residents can aid in strengthening this security by adhering to the following cautionary measures:

- Owners and Tenants are to avoid allowing strangers to follow them into the inner lobby/elevator entrance hall or into the building from garage entry. When in doubt about any person, delay entering or exiting. Do not feel that you are being discourteous.
- When any suspicious persons are noticed anywhere in the building, Management should be notified immediately. If you feel the threat of imminent danger, call the police first at 911, and then contact Management.
- Do not leave any common area doors open or unlocked and report nonfunctioning locks and doors immediately to Management. Also, do not indiscriminately leave garage door openers or building entry key tags with anyone.
- In the event that an Owner or Tenant should lose any type of unit keys, the loss should be reported to Management immediately. It is also recommended that the Owner have the locks changed without delay.

Soliciting

No soliciting of any kind by residents or non-residents will be allowed. This includes the outdoor boundaries, any lobby area, or door-to-door solicitation. Examples of solicitation are political campaigning, charity collections, service promotions or restaurant menus.

Storage Lockers

Storage lockers are a limited common element that belongs to a specific unit in the Association's declaration and on the property survey. Storage lockers are located in the southeast corner of the lobby and east of the lobby rotunda.

The resident should understand that he/she may only use the locker assigned to their own unit. Any attempt to use or store items in another locker is trespassing. Should a resident use another locker without a written permission from the owner, the lock will be cut and items will be removed without prior notice. Such resident also assumes the liability and risk of damage or loss of possessions. All claims for loss and damage must be directed to the resident's homeowner's insurance.

The Association, its employees or agent are not liable for any damage or loss of any items stored in the lockers for reasons including but not limited to fire, water damage or theft. All such claims must be addressed to the resident's homeowner's insurance.

Any items left in the aisle, on top of or outside the lockers will be presumed abandoned. Such items will be subject to removal and disposal without notice or recourse.

Residents must not store any flammable, corrosive or dangerous materials in the storage locker. Residents must understand that these lockers are not climate controlled and cannot be used to store perishable items.

Trash Disposal

The trash rooms for disposing of most garbage are located on each floor at the west side of the building. 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. Residents should not leave any bags, garbage or other refuse on the floor or in the hallways, where it can attract pests. Any explosive, flammable, or lit items should not be put into the chute. If flammable or explosive materials require disposal, the Management office should be contacted for disposal instructions.

Broomsticks, large cartons, heavy or bulky objects, construction materials, coat hangers and any items that do not fit down the rubbish chute should be brought down to the loading dock and placed directly in the dumpster. Any furniture, refuse or other items should not be left in the hallways or stairwells. The charge for scavenger service, for the removal of bulk items (such as discarded carpet, appliances, cabinets, etc.) will be billed to the Unit Owner

Trash or garbage is not permitted in any hallway or corridor.

Water Beds and Water Furniture

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 Residents' Units and other Units from leaks, breakage and /or weight overloads.

Window Washing

For your comfort, the windows in your unit that open will be provided with screens. Screens stay on the windows throughout the year. Windows will be professionally cleaned as necessary throughout the year. The cleaning of the inside of all windows is the resident's responsibility.

Access to the common elements on the 14th floor for the purpose of window cleaning will be in accordance with the following schedule. The cycle is to repeat at the conclusion of its term starting with the next calendar year.

Museum Park Lofts Fee & Fine Schedule

Fee Schedule

Blank Unit Key \$5.00
Condominium Handbook (hardcopy) \$15.00 / each
Condominium Declaration (hard copy) \$20.00 / each
Copy Fee \$0.50 / page
Documentation Research Fee \$10.00
Garage Door Opener Replacement \$ 70.00
Key FOB Replacement \$45.00
Move-In / Move-Out (M-F 9AM-3PM) \$200.00
Move-In / Move-Out (off hours) \$50.00 / hour additional
Move-In / Move-Out Security Deposit \$500.00 (refundable)
Debris Collection \$100.00
Sales / Lease Contract \$125.00
Rental Processing \$300.00
Parking Tag Replacement \$25.00
Assessment Collection \$85.00
Late Assessment \$75.00/month and \$25.00/month for garage
NSF (fee in additional to actual bank charge) \$40.00
Pet Registration \$25.00/dog/year

Fine Schedule

Unscheduled Move-In / Move-Out \$500.00
Use of Front Door to Move Large Objects \$200.00
Pet Rules Violation \$250.00
General Violation Up to \$3,000.00
Architectural Review \$150.00
Expediting Fee \$15.00 to \$25.00
Water shut off (Riser) \$100.00
Bike fee after 1st bike \$25.00 per year

Appendix B

Construction Guidelines and Specifications

Any construction or remodeling activity in the building must be done to code and meet all Federal and State, County and City zoning, safety, and environmental guidelines.

Construction Approval Process

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:

- A.** Painting, wallpapering or other wall surface treatment. (Note: Materials to be stored in compliance with City of Chicago codes and ordinances.)
- B.** Installation or removal of carpeting.

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

Category B:

Minor through complex projects requiring Management notification and inspection by the Chief Engineer and/or Association's architectural representative. Category B projects involve: possible interruption of water, alteration of unit walls, electrical, phone, cable or plumbing systems. They include, but are not limited to:

1. Replacing kitchen cabinets (if placement of cabinets varies from original installation).
2. Sink, faucet or tub replacement.
3. Refrigerator installation involving ice-maker or water faucet.
4. Dishwasher installation.
5. Modifications to electrical, telephone, or cable TV systems.
6. 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.

Requirements: Submission of construction data and documents to Management. If necessary Management shall submit data and documents to the Association's architectural representative. Written Management approval is required. Approval may take up to two weeks. Certificates of insurance (for Association approved amounts) will be required from all contractors and must be submitted to the Management Office prior to Management granting approval. Contractors and owners must abide by further

requirements, changes, etc. noted on construction documents by the Association's architectural representative and Management will be required prior to closing up of any walls or other areas concealing plumbing or electrical work or flooring underlayment.

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

Category C: Projects requiring Board approval and signing of a License Agreement.

Category C: Projects may include items from Categories A and B, in addition to possible extension into common area space. These projects include, but are not limited to:

1. Combining Units.
2. Moving location of entry door(s) in Common area corridor.
3. Modifications involving work in common area electrical and/or mechanical rooms.
4. Wall removal, relocation or addition involving walls containing ventilation shafts.
5. Hard surface flooring (marble, ceramic tile, hardwood flooring, vinyl, etc.)
6. Any action affecting operation of the ventilation system.
7. Replacement, modifications or repairs to the window system, including double-glazing improvements. Window treatments may not be applied to the exterior window wall. Any deviation from the building standards may result in serious window leaks to the unit(s) below. At no time shall the window treatments be anchored to the window frames without prior approval of the Management and/or Chief Engineer. Alterations made to the perimeter window wall system are strictly prohibited.

Requirements: Submission of construction documents to Management. Management submits to Association's architectural representative. Written Management approval is required and may take up to 60 days. Certificates of Insurance (for Association approved amounts) will be required from all contractors and must be submitted to the Management Office prior to Management granting approval. Approval of the Board of Directors is required. A signed License Agreement is required. Contractors and owners must abide by further requirements, changes, etc. noted on construction documents by the Association's architectural representative. Observation by the Chief Engineer and/or Association's architectural representative and Management representative will be required prior to closing up any walls or other areas concealing plumbing or electrical work or flooring underlayment.

The following items must be submitted to Management to obtain approval for Category B and C projects:

1. Construction Documents of demolition and proposed additions.
2. A written scope of work.
3. Copies of all selected contractors' proposals.

4. Certificates of Insurance (with Association approved amounts) will be required from all contractors and must be submitted to the Management Office prior to Management granting approval.

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

1. A list of all contractors and subcontractors (names, addresses, phone numbers) so their names may be included on the security entry authorization list.
2. Approximate length of time remodeling will take.
3. 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. Remodeling agreement signed by the Unit Owner.
6. License agreement signed by Unit owner, where applicable (see Category C.)

Note: None of the items listed in the preceding paragraphs are required for the replacement of refrigerators, dishwashers, disposals, plumbing fixtures or electrical fixtures; although notification to Management is required and all plumbing and electrical hook-ups are subject to approval and inspection.

Floor Covering Guidelines

All floor-covering alterations require prior written approval of the Board of Directors.

Carpeting

Wall-to-wall carpeting shall be installed over at least thirty-one ounce (31 oz.) three-eighths inch (3/8") foam rubber, or eighty-ounce (80 oz.) sponge rubber, or equivalent sound-resistant padding.

Hard-surface Flooring

Replacement and upgrades to original hard-surface flooring in any part of any unit (excluding bathroom) must be installed over an underlayment that causes the floor assembly to yield a Field Impact Insulation Class (FIIC) rating of at least fifty-four (54) 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"). Replacements due to insurance claims installed in the same manner as the original construction are excluded.

Floor Covering Testing/Complaints

The Unit Owner or Resident of any unit located immediately below a unit having newly-installed hard-surface flooring may, by written notice to the Board of Directors, request that the compliance of such flooring be investigated. The Board shall request that the *complaining Unit Owner* or Occupant deposit with the Association an amount equal to 100% of the estimated cost of testing the FIIC rating of such flooring.

Upon receipt of such deposit, the Board shall engage an independent acoustical consultant to test the FIIC rating of said flooring, and the complaining owner/occupant and the owner/occupant of the unit containing the hard-surface flooring shall cooperate fully with such consultant in testing the FIIC rating of the flooring. The determination of the consultant shall be final and conclusive on all parties.

If the FIIC rating of the flooring is found by the expert to be in compliance with these rules, then the full cost of the testing shall be borne by the complaining Unit Owner or Resident out of the deposit held by the Board.

If the FIIC rating of the flooring is found by the consultant not to be in compliance with these rules, the complainant's deposit shall be fully refunded. The owner of the non-complying unit shall pay the full cost of the testing and may be subject to a fine. The owner of the non-complying unit shall bring the unit into compliance with these rules within 20 days of the issuance of the test results or be subject to legal action by the Association.

Construction Parameters

- Contractors shall be permitted to perform work that is noise producing in a Unit within restricted hours. Monday – Friday 8am -5pm. 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 and ceiling without approval. Cutting into the concrete columns and sheer walls is strictly prohibited.
- 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 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 at any time without prior approval of the Board.
- 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. No contractor shall be allowed to enter through the lobby with tools or materials at any time. No contractor shall transport materials via the passenger elevators unless so directed by Association staff, and then only on the designated passenger elevator, which will be padded and made available.
- Unit owner 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 damage caused to the Units 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

- A. Prior to commencing work, the contractor must supply management with a Certificate of Insurance evidencing:
- General Liability (bodily injury and property damage) - \$1 million for each claim and \$2 million general aggregate
 - Worker's Compensation - \$100,000 per accident, \$500,000 policy limit, \$100,000 employee/disease limit
 - Umbrella Liability - \$1 million
- B. Certificate of insurance must include the following additional insured:
- Museum Park Lofts Condominium Association
 - Museum Park Lofts Board of Managers
 - Museum Park Lofts Managing Agent
 - Museum Park Lofts Employees

Inspection Requirements

Category B projects:

The Unit owner or Contractor is responsible for notifying Management:

- 1) When the flooring or other minor work is started, so an authorized person can check the work period.
- 2) When the project is completed.

Category C projects:

Unit owner or Contractor is responsible for notifying Management:

- 1) 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 than were authorized by the Board.
- 2) When the partitions are removed, altered, or relocated, and ready to be constructed to verify that all the common utilities such as water, sewer, electric, cable, security and telephone lines have not been damaged. At this point, the Building Engineer or Association assigned inspector will inspect work. Any cost of inspection will be charged to the Unit Owner.
- 3) When the project is complete.

When the wall adjoining units is opened and any mechanical, electrical, communication or cable work is done, the gypsum board shall not be re-installed 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.

Appendix C

POLICIES AND PROCEDURES REGARDING RULES ENFORCEMENT

- A. Any complaint which alleges a violation of the Declaration of Condominium for Museum Park Lofts Condominium (“Declaration”) recorded as Document No. 0402718082 in the Office of the Recorder of Deeds of Cook County, Illinois on January 27, 2004, as from time to time amended, By-Laws (the Declaration and By-Laws are collectively referred to herein as “Condominium Instruments”) and/or Rules shall be made in writing and shall contain substantially the same information as that set forth in the Witness Statement attached hereto as Exhibit A. At a minimum, the complaint shall set forth:
1. The name, address and phone number of the complaining witness.
 2. The Unit Owner's name, Unit number or address of the Unit where the person complained of resides.
 3. The specific details or description of the violation, including the date, time and location where the violation occurred.
 4. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any proceedings, hearings or trial which may be necessary.
 5. The signature of the complaining witness and the date on which the complaint is made.
- B. The Unit Owner shall be notified of the complaint and alleged violation by the Association or its duly authorized agents. If the complaint is based on conduct of the Unit Owner's tenant, the tenant shall also be notified of the alleged violation. The notification shall be in a manner prescribed by the Board in a form similar to that which is attached hereto as Exhibit B (hereafter "Notice of Violation").
- C. Any Unit Owner charged with a violation of the Rules is entitled to an opportunity for a hearing. If the Unit Owner desires a hearing, the Unit Owner must proceed as follows:
1. Within twenty-one (21) days after the Notice of Violation has been served on the Unit Owner, the Unit Owner must complete the Request for a Hearing form, which is attached to the Notice of Violation, and return it to the Association or its Managing Agent.
 2. If a request for a hearing is timely filed, a hearing on the complaint shall

be held before the Board. The hearing shall be conducted no later than twenty-one (21) days after receipt of the Request for Hearing. A Unit Owner may request an expedited hearing. Such hearing shall be conducted no later than 14 days after delivery of the Request for Hearing.

3. At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. Any party to the hearing has the right to be accompanied and advised by counsel; however, such counsel shall not present evidence, or examine or cross examine witnesses. Following a hearing, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be final and binding on the Unit Owner and the Association. Upon request of the Unit Owner, one continuance will be granted for a period of not longer than thirty (30) days for good cause shown. The Board may also reschedule the hearing to accommodate the scheduling needs of its members.
 4. Notification of the Board's determination shall be made in a form similar to that which is attached hereto as Exhibit C.
- D. If no Request for a Hearing is filed within twenty-one (21) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed at a meeting of the Board. The Unit Owner shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted.
- E. If a Unit Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Condominium Instruments and/or Rules, the following shall occur:
1. If found to be guilty of a first violation of a given provision of the Condominium Instruments and/or Rules, the Unit Owner shall be notified of the finding by the Board or its duly authorized agents that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning that, if any further violations occur, a fine for the violation will be imposed. In the alternative, the Board may elect to assess a fine.
 2. If found to be guilty of a second or continuing violation of the same provision of the Condominium Instruments and/or Rules, the Unit Owner shall be notified of the finding by the Board or its duly authorized agents. The Unit Owner shall also be assessed a fine.
 3. Where a fine is imposed, unless expressly provided in another Section of these Rules, it shall be in the amount of fifty dollars (\$50.00) for a single incident of violation or the sum of dollars (\$25.00) per day for a violation

of a continuing nature. A FINE FOR A VIOLATION OF A CONTINUING NATURE WILL BE IMPOSED FROM THE FIRST DAY OF THE VIOLATION AND WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED, AND THE ASSOCIATION HAS RECEIVED NOTICE OF IT.

4. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Unit Owner to pay for any damage or any unauthorized condition on the Property for which the Unit Owner has been found responsible, to pay the costs of any repairs which have previously been made or will be made by the Association, or to pay any legal expenses and costs incurred by the Association as a result of the violation. Any damage to the Common Elements which has been repaired by the Unit Owner must be inspected by the Board's representative to verify that the repair has been properly done. The cost of such inspection and any necessary repairs shall be assessed to the Unit Owner as part of his/her share of the Common Expenses.
- F. Any Unit Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Unit Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Unit Owner's account and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Unit Owner's Unit.
- G. Time is of the essence of this policy. Notices are deemed served either:
 1. At the time of delivery if by personal delivery; or
 2. On the second business day after deposit in the United States Mail, provided that the notice has been sent both by regular first class and by certified mail - return receipt requested, postage prepaid, to the Unit Owner at the Unit address (or to such other address as the Unit Owner shall have previously filed with the Board), and to the Resident at the Unit address if applicable, and further provided that either the return receipt has been signed and returned or that the notice sent by regular mail has not been returned to the Association undelivered. For Units held in trust, the notices may be sent either to the address of the trustee or to such address as has been provided to the Association by the trustee or the beneficial owner of the trust.
- H. The remedies hereunder are not exclusive and in addition, the Board may take any action provided by law, in equity, or in the Condominium Instruments to prevent or eliminate violations thereof or of these Rules.

EXHIBIT A

SATELLITE DISH AGREEMENT

I, _____, the resident of Unit # _____ in Museum Park Lofts Association (hereafter "Association"), commonly known by the street address of 125 East 13th Street, Chicago, Illinois, does hereby certify to the Association that I have installed a satellite dish on the _____ of the Building, and that such dish and the installation thereof conforms to the Rules And Regulations of the Association. I hereby agree to indemnify and hold harmless the Board of Manager/Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation, maintenance, or use of the satellite dish, including the payment of any and all costs of litigation and attorney's fees resulting therefrom. I agree to be responsible for any damage to the Property or any injury to any person as a result of the installation, maintenance, or use of the satellite dish.

IN WITNESS WHEREOF, I have signed this document on _____, 20__, at Chicago, Illinois.

Owner Signature

EXHIBIT B

VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE PRINT OR TYPE. Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS(ES) TO VIOLATION

Reporting Witness' Name Address Unit No. Phone No.

Name, Addresses, Unit #'s & Phone #'s of any other Witnesses

INFORMATION CONCERNING VIOLATOR

Violator's Name Address Unit No. Phone No.

Name, Address, Unit # & Phone # of Unit Owner, if different from Violator

INFORMATION CONCERNING VIOLATION

Violation Date Time Location

Section(s) of Declaration, Bylaws or Rules which was violated.

Reporting Witness' Observations: _____

Were any photographs or sound recordings made? Yes__No__By Whom?

Include all audio or video tapes or photographs with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made, the location it was made and the name of anyone else who was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL FULLY CO-OPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

_____, 20
Signature Date Signed

EXHIBIT C

TO: (Unit Owner/Tenant) _____ DATE: _____

NOTICE OF VIOLATION

Re: Violation of Declaration, By-Laws, or Rules and Regulations

You are hereby notified, as the owner/tenant of the Unit __ at 125 East 13th Street, Illinois that you are charged with the following violation of the Association's Declaration, By- Laws or Rules and Regulations. The actions complained of occurred on or about _____, 20 and are described as follows: _____

—

The Association is governed by its Declaration, Bylaws, and various Rules and Regulations which you are charged with violating. Please note that you must take the actions outlined in the Association's Policies and Procedures Regarding Enforcement, if you believe the charges are unjustified. **YOU MAY REQUEST A HEARING BY SIGNING, DATING AND RETURNING THE ATTACHED REQUEST FOR A HEARING FORM WITHIN 21 DAYS TO THE ASSOCIATION AT THE ADDRESS BELOW.**

UNDER THE RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN 21 DAYS OR FAIL TO APPEAR AT A HEARING ON THESE CHARGES, YOU WILL BE FOUND GUILTY BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR ACCOUNT.

IF A VIOLATION EXISTS, WHICH HAS NOT ALREADY BEEN CORRECTED, AND YOU FAIL TO MAKE AN APPROPRIATE CORRECTION, AND ARE FOUND GUILTY OF THE VIOLATION, THE ASSOCIATION MAY CORRECT THE VIOLATION AT YOUR EXPENSE. Please consult the Association's Rules for further details.

Very truly yours,

Museum Park Lofts
c/o Agent, _____
125 East 13th Street
Chicago, Illinois 60605
(312) 235-0486
BY: _____
TITLE: _____

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Enclosure-Policies and Procedures Regarding Enforcement

cc: Regular Mail

Owner/Resident (whichever applicable)

EXHIBIT C – Page 2

REQUEST FOR A HEARING

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated _____, 20__ alleging a violation of the Declaration, By-Laws or Rules of _____ Association.

Signature

Owner/Resident's Name - Printed

Address

City State Zip Code

Phone

_____, 20
Date

EXHIBIT D

TO: _____ DATE: _____

NOTICE OF DETERMINATION REGARDING VIOLATION

On __, 20__, you were notified of a violation of the Declaration, By-Laws, or Rules of the Association. Pursuant to the Association rules:

- () A hearing was held at your request regarding the alleged violation.
- () You have admitted to the violation by default and waived your right to request a hearing.

After considering the complaint and evidence, the following determination has been made and the following action(s) will be taken:

- () You were found not guilty and no action will be taken.
- () A 1st, 2nd, etc. violation of the Association's Declaration, By-Laws or Rules has occurred and a fine in the amount of \$_____ is now due.
- () A violation of the Association's Declaration, Bylaws or Rules of a continuing nature has occurred and a fine in the amount of \$__per day from ____, 20__is now due. A FINE FOR A VIOLATION OF A CONTINUING NATURE WILL BE IMPOSED FROM THE FIRST DAY OF THE VIOLATION AND WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED NOTICE OF IT.
- () Damages, expenses and administrative charges in the total amount of \$__have accrued and are now due.
- () Legal expenses in the amount of \$_have been incurred by the Association and are now due.
- () Damages have occurred or an architectural violation exists, as charged in the complaint.
The Association will proceed to have the damages or violation corrected or repaired at your own expense.
- () As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the fees and expenses incurred will be assessed to you.

Museum Park Lofts

BY:

TITLE:

ADDRESS: