

Revised January 2024

*Prairie District Homes
Tower Residences Condominium Association*

***RULES
AND
REGULATIONS***

TABLE OF CONTENTS

<u>SUBJECT</u>	<u>PAGE</u>
FOREWORD	3
INTRODUCTION	4
DEFINITIONS	6
I. GENERAL RULES	
A. Quiet Enjoyment	8
B. Vandalism	8
C. Security	8
D. Soliciting	8
E. Package Pickup	8
F. Leafletting	9
G. House Sales	9
H. Pest Control	9
I. Contractors, Deliveries, and Tradesmen	9
J. Trash and Recycling	9
K. Keys	10
L. Harassment	10
M. Antennas and Satellite Dishes	10
N. Smoking	11
O. Signs and Advertising	11
P. Electronic Delivery of Notice and Other Communications	11
II. ASSESSMENTS	12
III. BICYCLES	13
IV. BUILDING EXTERIOR	
A. Balconies and Terraces	13
B. Structural Impairment	14
C. Administration and Appearance of Property	14
D. Roofs	15
E. Seasonal Decorations	15
V. BUILDING INTERIOR	
A. Insurance and Hazards	15
VI. COMMON AREAS	
A. Hallways and Stairwells	16

VII.	STORAGE LOCKERS	17
VIII.	PARKING AND GARAGE	17
IX.	ASSOCIATION / UNIT OWNER RESPONSIBILITY	
	A. Common Elements	18
	B. Dwelling Units	19
	C. Association Responsibilities	20
	D. Unit Owner Responsibilities	20
	E. 6 th Floor Limited Common Elements	21
X.	MOVE IN AND OUT	22
XI.	UNIT SALES AND RENTALS	
	A. Sales and Signs	23
	B. Leases, Tenants, and Non-Resident Owners	23
XII.	REMEDIES OF COMPLAINTS	25
XIII.	FINES FOR NON-COMPLIANCE OF RULES	25
XIV.	REMODELING AND RENOVATION GUIDELINES	26
	A. Hiring Employees of the Association	31
	B. Remodeling and Renovation Agreement	32
XV.	ENTERTAINMENT / MEDIA AND MEETING ROOM	34
XVI.	FITNESS CENTER	35
XVII.	PETS	36
XVIII.	FEE SCHEDULE	40

FOREWORD

Our purpose is to introduce you to, and to provide guidelines for living in Prairie District Homes Tower Residences Condominium Association.

This booklet reviews portions of the Prairie District Home – Tower Residences Condominium Association Declaration and the Prairie District Homes – Tower Residences Condominium Association By-Laws, expanding on these to establish Rules and Regulations.

In order to achieve effective understanding, we ask that each member of your household read this booklet.

All rules, regulations, restrictions and covenants contained in the Declaration and By- Laws are incorporated as part of these Rules and Regulations. To the extent that the provisions of applicable law, the Declaration, By-Laws or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, By-Laws or the Rules and Regulations, in that order.

These Rules and Regulations are binding on all unit owners, residents, their families, guests, or any others who occupy or use the common areas. This resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors. Exceptions to the Rules may be made only in writing, signed by the Board of Directors or its duly authorized agents following a written request by a unit owner.

INTRODCUTION

The quality of life in a common interest community depends in large part on how residents conduct themselves. Prairie District Homes – Tower Residences Condominium Association requires an organization to provide for its needs, services and the enforcement of its Rules and Regulations. The Prairie District Home – Tower Residences Condominium Association is established and functions under the provisions of the Condominium Declaration and By-Laws, which provide specific guides for day-to- day living. Without these restrictions, and a means to enforce them, the community living experience would be less orderly and predictable.

These Rules and Regulations do not supersede or change the Declaration or By-Laws in any manner. They are, however, equally enforceable under the law. Although certain privileges and obligations inure only to unit owners, the Rules & Regulations apply to all owners, tenants, occupants, guests and service providers.

What is the “Association”?

It is an Illinois not-for-profit corporation to provide for the “health, safety and welfare” of Prairie District Homes – Tower Residences residents. That is to say, it provides for the community’s needs, services and the enforcement of its Rules and Regulations.

Board meetings are open to all unit owners. The time for Board meetings is determined by action of the Board, from time to time, and appropriate notice will be provided to all unit owners.

As required by law, the books and records of the Association are available for the inspection of unit owners.

Who are the Members of the Association?

Each owner in the Prairie District Homes – Tower Residences Condominium Association is a member of the Association.

Who are the Directors of the Association?

The Board of Directors is elected in accordance with the By-Laws of the Association.

Who are the Officers of the Association?

The officers are elected by the Board of Directors and consist of a president, one or more vice presidents, secretary and a treasurer.

What does the Association do?

It provides for the administration and operation of the Condominium Association, including daily activities, maintenance, financial planning, budgeting, assessments, insurance and taxes.

How does it operate?

A professional management company functions under the direction of the Board of Directors.

PROPERTY MANAGEMENT AGENT

A professional Management Company is employed by Prairie District Homes – Tower Residences to assist and advise the Association in all matters. Their general responsibilities include:

- A. Handling of daily problems.
- B. Controlling disbursements and collection of assessments.
- C. Advising any and all owners on any problems relating to living within the community.

MUNICIPAL SERVICES

The City of Chicago or other governmental bodies provide the following services:

- A. Fire Protection
- B. Police Protection
- C. Water Service
- D. Sanitary Sewer Service
- E. Library Facilities
- F. Park District
- G. Forest Preserve District
- H. Post Office

DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in these Rules and Regulations are defined below. In the event a term is used in the Rules which is not defined anywhere herein, its definition shall be determined by referring, in the order which follows, to its definition as used either in the Declaration, or in the By-Laws, or in its common usage within the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it is appropriate.

- A. Declaration - The Declaration of Condominium Ownership, which was recorded in the office of the Recorder of Deeds of Cook County, Illinois on November 3, 2003, as Document No. 0330719060, and as, amended from time to time thereafter.
- B. By-Laws – The By-Laws of Prairie District Home – Tower Residences Condominium Association (Exhibit E of the Declaration and By-Laws recorded as Document No.0330719060) and as amended from time to time thereafter.
- C. Property – All the real estate property against which the Declaration has been recorded, including any improvements thereon.
- D. Association – Prairie District Home – Tower Residences Condominium Association, an Illinois not-for-profit corporation.
- E. Board – The Board of Directors of the Association.
- F. Rules or Rules and Regulations – The Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and the Board.
- G. Common Property – The Common Elements of the Association, as defined in the Declaration, i.e. all portions of the Property except for units, more specifically described in Article 1.06 of the Declaration.
- H. Unit – A portion of the property which is owned by a unit owner (dwelling unit or garage unit), more specifically described in Article 1.19 and 1.34 of the Declaration.
- I. Owner or Unit Owner – The owner or owners of a unit (dwelling unit or garage unit), as revealed by the public records, unless expressly provided otherwise by the Declaration. Where the owner is a trust, the beneficial owner of the trust
- J. Member or Members of the Association – A unit owner.

- K. Resident – Any person who resides on the property, including families of unit owners and including a unit owner if the context so indicates.
- L. Common Expenses or Assessments – Any amount which the Board may assess against a unit owner, either individually or collectively, including regular monthly assessments, special assessments, expenses or assessments which are levied pursuant to the Declaration, By-Laws or the Rules and Regulations.
- M. Managing Agent or Manager – The person or entity that has been employed by the Association to manage the day-to-day administration of the property in the manner directed by the Board.
- N. Voting Member - The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Four of the Declaration.
- O. Delinquent – Any unit owner who is more than 60 days in arrears in his/her assessment or other monetary obligations (including late charges, work orders, and related attorney fees) shall be deemed “delinquent”.
- P. Amenities - Common Property intended for the use and enjoyment of all residents and their guests and not belonging to any one person.
- Q. Business Hours – Monday through Friday, 8AM to 4PM

I. GENERAL RULES

A. Quiet Enjoyment:

Quiet Hours shall take place Sunday – Thursday from 10pm to 8am and Friday – Saturday 12am – 9am. No noxious or offensive activity shall be carried on in the Condominium Property and nothing shall be done, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the units. Residents and their guests shall not permit any act which unreasonably interferes with the quiet use and enjoyment of any other resident, or the value of any other resident's property. Noise from televisions, radios, stereos, musical instruments, social activities and other domestic situations must be used or conducted in a manner that is appropriate and does not disturb other residents. Construction work may be performed Monday through Friday from 8:00 am to 4:00 pm. Work on Saturday is permitted between the hours of 10 am and 3 pm. No work is permitted to be performed on Sundays, Holidays, or Holiday Weekends.

B. Vandalism:

Any acts of vandalism shall be first reported to the Chicago Police Department and then to the Association so that necessary repairs may be completed.

C. Security:

If any suspicious activities are observed, notify police immediately and contact the doorman. Write down any license number you observe if an automobile is involved.

D. Soliciting:

Door-to-door solicitation, even by residents of the community, is prohibited. Any unauthorized solicitors will be reported to the door person and ejected from the building.

E. Package Pickup:

All packages that are two (8) cubic feet in size (2x2x2) or larger shall be collected from doorman station by resident within one (1) week of delivery notice to resident. Parcels not collected shall be subject to storage charge of \$10 per day.

F. Leafletting:

Any person seeking to distribute commercial literature on the property, other than through U. S. Postal Service, shall first receive approval from Management or the Board of Directors. Leaflets, posters or fliers shall not be attached to mailboxes, placed on bulletin boards, placed in common areas, or left at doors without approval of the Board of Directors or Management. Additionally, materials may never be posted anywhere other than approved locations.

G. House Sales:

Except as provided in Article Eleven of the Declaration, no "For Sale", "For Rent" or any other sign of any kind or other form of solicitation or advertising or window display shall be permitted on the property including individual house sales or sales of personal property. Individual House Sales of personal property are not permitted as provided in Article Eleven.

H. Pest Control:

Residents should notify the Management Office if pests are found in a unit. Extermination of your unit is free of charge to residents when performed during the monthly scheduled visit.

I. Contractors, Deliveries, and Tradesmen:

Deliveries, pickups, contractors, and tradesmen must be arranged in writing with management at least 1 business day in advance. All contractors, delivery people, and tradesmen must sign in with the door staff. The freight elevator must be reserved. Work is to be completed Mondays –Fridays from 8am – 4pm and on Saturdays 9am –3pm, unless prior approval authorized. No work is to be performed on Sundays or National Holidays. Emergencies override above.

J. Trash and Recycling:

- a. All garbage must be placed in sealed bags and thrown down the trash chute.
- b. Items too large for the chute must be disposed of in the trash bins located in the loading dock area.
- c. Absolutely no trash may be left in the hallways or the stairways.
- d. Never empty ashtrays in the chute.
- e. Kitty litter must be placed in a sealed plastic garbage bag before being thrown down the chute.
- f. "Bulk" or "special" pick up materials are the only permitted exception to the requirement for the use of approved containers. Contact Management Office to make arrangements.

- g. All trash, garbage and recyclable items shall be promptly removed from any portion of a unit and not be allowed to accumulate.
- h. All contractors and service providers must make and pay for their own arrangements for timely removal of all debris generated by their work.
- i. Under no circumstances shall any materials be left in the hallway at any time.
- j. Any units found in violation of waste and recycling rules will be subject to any fees imposed upon the Association as a result of the action (i.e., commonly disposing of bulk items), as well as a fine as outlined in the attached Fine Schedule.

K. Keys:

- a. All Unit Owners must provide the Condominium Association with a duplicate key to allow access to the unit so that the Association can carry out its duties under the Declaration of Condominium Ownership. Permission for anyone additional to enter your unit needs to be submitted to door person in writing.
- b. In the event that the unit mailbox needs a replacement lock, a fee will be assessed, as listed in the Fee Schedule. Unit owners are to submit an official work order for this request.
- c. Maintenance may unlock a unit door during business hours for a fee, as listed in the Fee Schedule. Outside of business hours, residents will need to solicit the assistance of a locksmith.
- d. An additional or replacement magnetic fob, common area key, or garage remote for the common areas is available for a nominal fee, as listed in the Fee Schedule.

L. Harassment:

No harassment of any kind to the Directors, residents, or employees by any individual or group will be tolerated. In such an event, a complaint form should be completed and provided to management.

M. Antennas and Satellite Dishes:

No mast, satellite dish, antennae, or other structure for transmitting or receiving radio/television shall be erected, permitted or maintained in or upon any part of the exterior of the Condominium Property without prior written approval of the Board.

N. Smoking:

- a. No smoking or vaping is permitted in any common areas including any entrances to the building or the parking garage. All cigarette butts must be properly disposed of.
- b. Unit Owners are allowed to smoke in their Units; however, if the smoke emanating from a Unit causes a nuisance or annoyance to other Unit Owners, the Board, in its sole discretion, may require the Unit Owner to take one or more of the following steps to minimize the smoke transmission from their Units:
 1. Properly and fully seal the Unit;
 2. Install an air purifier capable of eliminating smoke including, but not limited to, cigar, cigarette, or pipe smoke;
 3. Operate the kitchen and/or bathroom vents when smoking;
 4. Confine smoking to rooms of the Unit which do not adjoin a complaining Unit Owner's Unit.
- c. Violations of smoking policies are subject to fines.

N. Signs and Advertising:

Advertising signs for business or commercial activities are prohibited everywhere on the property. No "For Sale" or "For Rent" or any other kind or other form of solicitation of advertising or window display shall be permitted on the property.

O. Electronic Delivery of Notice and Other Communications:

To facilitate the Association's distribution of notices and other communications, the owner(s) of any unit may authorize electronic delivery of notices and other communications by submitting a "Consent to Electronic Delivery" form to the Management Office. If no Consent to Electronic Delivery form is submitted, paper copies of notices and other communications will be delivered to the last US Postal Service address provided to the Association for the unit. Authorization for the electronic delivery may be amended or revoked at any time by the submission of a later-dated Consent to Electronic Delivery form. Notwithstanding a request for electronic delivery, the association at its sole discretion may deliver any notice or other communication to the US Postal Service mailing address indicated on the Consent to Electronic Delivery Form.

II. ASSESSMENTS

- A. Assessments are due on the first of the month. The Association allows a 30-day grace period. A late fee, as listed in the Fee Schedule, will be assessed, as well as a percentage fee as described in the Declaration will be assessed, on accounts which have unpaid balances because payments were not posted to the owner's assessment account by the 30th of the month.
- B. Partial payments will be credited: first against any outstanding late charges, penalties or fines; next to open balances from prior months; then to the current month's user charges and to the current month's assessment. Thus, any unpaid amount will be deemed to be the assessment and an additional late charge will be levied against the account each month such balance continues. Assessment payments will not be accepted in the Management Office and must be mailed with the statement stub to the designated bank lock box or submitted via the Association's online payment system. Any unit owner who submits a check that is returned will be assessed a returned check (NSF) fee, as listed in the Fee Schedule.
- C. Accounts delinquent beyond 30 days will be given prior notification and if ignored will be turned over to the Association's attorney for collection. All legal fees or other costs incurred by the Association in connection with the collection of the debt will be the responsibility of the unit owner.
- D. Pursuant to the Statutes of the State of Illinois, the Association is authorized to pursue forcible entry and detainer proceedings for delinquent assessments and other monies owed to the Association. These proceedings may result in the resident's loss of possession of his/her unit.
- E. Whenever and for so long as a Unit Owner is in arrears in assessments or any other monetary obligation to the Association for a period greater than 30 days and thereby delinquent, the Board may restrict or deny said Unit Owner as to the use of any or all amenities (including, but not limited to: use of storage room, use of bike room, use of party and/or meeting room, use of fitness center) furnished by the Association; provided that the Unit Owner shall have access to his/her Unit and mailbox unless and until his/her right of possession has been terminated.

III. BICYCLES

- A. Bicycles may be stored in the Bike Room for an annual fee per bike, as listed in the Fee Schedule, levied on January 1 of each year. This annual fee is fully earned and thus cannot be pro-rated. Anyone registering a bicycle to be stored for the first time will be charged the fee when the bicycle is registered and will also pay the full renewal fee on the following January 1. All bicycles in the bike room must be registered. Use of the room is on a first come first served basis. Application shall be obtained at the Management Office. Once the forms are completed, tags will be issued for placement on registered bicycles.
- B. Bicycles stored for more than three days without registered tags may be removed and held by management until the fee and a fine is paid.
- C. Bicycles brought into the building must be brought in through the back entrance from the Dog Run. No bikes are allowed in the lobby.
- D. Bicycles may not be stored on balconies, or any common areas of the building not approved for such use.
- E. The Bicycle Storage Room is for storage of registered, non-motorized bicycles only. Any other items will be discarded without notice.
- F. Annual bicycle storage renewal fee will automatically be charged on January 1. Storage spaces must be relinquished in writing with management before January 1 to avoid renewal fee.

IV. BUILDING EXTERIOR

- A. Balconies and Terraces:
 - 1. Bicycles, wagons, toys or similar play equipment shall not be stored on balconies or terraces.
 - 2. Residents are responsible for keeping balconies and terraces clean and free from clutter and debris.
 - 3. Balconies or terraces may not be enclosed or altered in any way.
 - 4. Owners or residents shall not litter or throw or permit anyone in their unit to throw any dirt, dust, cigarettes, cigars, ashes, waste paper or other material from units or balconies or terraces. Disposal of lit cigarettes/cigars is a felony.
 - 5. Only gas or electric grills may be utilized and only with the use of an automatic electric starter. Residents using barbeques shall adhere to strict safety regulations. NO FLAMMABLE FLUIDS MAY BE USED.

6. Each resident is responsible for damage caused by objects that fall from their balcony or terraces.
7. Potted flowers may be set on balconies and terraces provided they have suitable drainage to protect balconies from water damage and so that dripping water, leaves, and fertilizers will not interfere with the other residents' use of their balconies.
8. Balconies and terraces shall not be used as storage areas. Items other than patio furniture and outdoor plantings are prohibited.
9. All patio furniture and plantings are to be confined inside the balcony or terrace railing and all items must be secured.
10. Pets are not allowed on the balcony or terrace alone.
11. Balconies and terraces are not to be used as a pet run or as a place for pets to relieve themselves.
12. Rug shaking, dust mop shaking, emptying buckets, sanding furniture etc. from the balcony or terrace is prohibited.
13. The hanging of any items over the balcony and terrace railings are prohibited.
14. No clothes, sheets, blankets, laundry of any kind, or similar articles shall be hung out on the balcony, terrace or windows.
15. No additions, alterations or improvements can be made to the exterior surfaces without prior written consent of the Board. This includes indoor/outdoor carpeting.
16. Storing of bird feeders and/or feeding birds is prohibited at all times.
17. Ignoring the above rules will result in violation with fines, reimbursement of property damage sustained by other residents, and/or criminal prosecution if applicable.

B. Structural Impairment:

1. Nothing shall be done in, on or to any part of the condominium property that would impair the structural integrity of any building or structure located on the condominium property.
2. Attachments of any objects to the outside of the building are prohibited.

C. Administration and Appearance of Property:

Each dwelling unit shall be used only as a residence. However, no resident shall be precluded with respect to his dwelling unit from maintaining a personal professional library, keeping his personal business records or accounts therein, handling his personal business or professional calls or correspondence there-from. To the extent not prohibited under applicable Municipality ordinances, a resident may conduct an in-home business in a dwelling unit, so long as that business does not interfere with other resident's quiet enjoyment and so long as the business does not entail client visits or

numerous deliveries.

D. Roofs:

To prevent possible damage, no unauthorized personnel are allowed on our roofs. Only authorized personnel are allowed access to the building roof and must sign a release with certificate of insurance to be filed with the Management Office.

E. Seasonal Decorations:

1. Exterior seasonal lights and decorations are permitted 3 weeks before and 2 weeks after all federal holidays.
2. No exterior lighting fixtures other than that installed in the original construction of the building shall be permanently affixed or installed without prior written approval of the Board of Directors.
3. Artificial Christmas trees are preferred due to the potential fire hazard and the mess attributable to natural trees. If natural trees are used, they must be bagged in and out. Debris from trees must be cleaned up by residents. Christmas tree removal is aided by the Management Office and building staff.

V. BUILDING INTERIOR

A. Insurance and Hazards:

1. Damage by fire or accident and any related or resulting injury to any person affecting or occurring within any portion of a unit, the limited common areas or the common area must be promptly reported to the property manager by any person having knowledge thereof.
2. No unit owner, guest, visitor, family member, contractor or service provider shall permit any activity to be carried out or material be brought into or stored in the unit, the limited common areas or the common area that would result in the cancellation of insurance coverage or that would be in violation of any law.
3. Effective on the date these rules are adopted, the owner of every unit must obtain and maintain an insurance policy providing a minimum of Five Hundred Thousand Dollars (\$500,000) of insurance coverage for damage to other units in the building. Every unit owner's insurance policy must provide at least \$500,000 of coverage for (1) personal liability and compensatory damages resulting from property damage caused to another unit that originates in the insured's unit, and (2) damage to another unit caused by the negligence of the insured or his/her guests, residents or invitees, all as specified in Section 12(h) of the Illinois Condominium Property Act.

- a. This Rule's requirements are not satisfied by an insurance policy obtained by a renter. Similarly, some condominium homeowner insurance policies will not satisfy the requirements of this Rule without increased coverage limits and/or special endorsements. Unit owners are strongly encouraged to consult with their insurance professionals to ensure full compliance with this Rule and to determine whether personal liability coverage in excess of the \$500,000 minimum specified in this Rule is advisable.
 - b. In order to monitor compliance with the requirements of this Rule, every unit owner must provide the Property Manager with a certificate of insurance confirming the existence of required insurance coverage between January 1st and January 31st of every year. Failure to provide annual proof of homeowner's insurance will result in a fine.
 - c. Any unit owner who fails to provide the Property Manager with a certificate of insurance as required by this Rule within 30 days of the date these rules are adopted or within 30 days of their closing on a new unit will be subject to a fine of \$250 plus \$25 per day for each day thereafter that the required certificate of insurance is not provided.
4. All contractors, including those hired by unit owners to work in a residential unit, must be bonded and licensed and must provide the Association with proof of current general liability insurance coverage and workman's compensation insurance coverage before work commences. The certificate must name the Prairie District Homes – Tower Residences Condominium Association as additional insured.

VI. COMMON AREAS

- A. Prairie District Homes Tower Residences is a "smoke-free" community. Smoking is not permitted in any of the common areas.
- B. Neither behavior that disturbs the peace and quiet nor obnoxious, unlawful, harassing or offensive behavior is permitted.
- C. Wearing roller blades, skates, or skateboarding within the building is not permitted.
- D. Shoes and shirts must be worn in the lobby, hallways, elevators, fitness center and all other common areas.
- E. Each residence has unit keys and a common area key. You must give management a copy of your unit key any time you change your locks.
- F. Personal belongings may not be stored or stowed in any common area.
- G. Hallways and Stairwells:**

1. Chicago Fire Department Regulations prohibit placement of furniture, art objects, bicycles, sleds, buggies, carts, umbrellas, doormats, galoshes and any other personal property in the hallways or stairwells.
2. All newspapers or deliveries left in front of unit doors for an excessive period of time are subject to removal.
3. Hallways are not to be used as play areas.
4. Unit owners shall not alter the exterior of their unit doors by painting their door, changing hardware or installing doorknockers. Door locks and knobs must be in the same standards currently within the building.
5. Installations/use of doorbell cameras is strictly prohibited.

VII. STORAGE LOCKER ROOM

- A. One storage locker is provided for and is assigned to each residential unit by the Management Office.
- B. The storage of flammable substances, liquids or gasses in a storage locker is prohibited. This includes, but is not limited to, blasting gel or powder, fireworks, gasoline, kerosene, propane, and lighter fluid.
- C. All personal belongings must be stored within the unit's designated locker. No items shall be stored in any common area of the room, including on top of storage lockers.
- D. No unit owner, guest, visitor, family member, contractor or service provider shall permit any activity to be carried out or material be brought into or stored in the unit, the limited common areas or the common area that would result in the cancellation of insurance coverage or that would be in violation of any law.
- E. A fine may be levied for non-compliance with these rules.

VIII. PARKING AND GARAGE

- A. Parking spaces at Prairie District Homes – Tower Residences Condominium Association are privately and individually owned. There is no guest parking available in the garage. Parking spaces are for the exclusive use of their owner or approved guest.
- B. Anyone parking in an Owner/Resident's private parking space may be towed, without notice, and at the violator's own expense, upon request of the space owner. The Association does not manage individual parking spaces.
- C. Parking spaces are to be used for the parking of vehicles only and are not to be used for storage of any tools, supplies, materials, and/or personal items of any type. Any items stored in or around a parking space will be removed and discarded, thirty (30) days after the resident has been notified in writing by the Management Office.

- D. When a parking space is leased, a copy of the lease must be given to the Management Office. Parking spaces may only be leased to Owner's and Residents of Prairie District Homes Tower.
- E. Assessments on parking spaces are due on the First of each month and are subject to the same policies as dwelling unit assessments.
- F. All drivers shall obey the rules and regulations enacted by the Board and shall operate their vehicles with courtesy towards fellow parkers. Tailgating is prohibited. It is recommended for security purposes when entering the garage that you pull up just enough for the door to shut behind you before moving forward to prevent any unauthorized persons from gaining access to building.
- G. For safety reasons, all vehicles must not exceed a speed of 5 mph in the garage. Headlights must be on at all times when a car is in motion
- H. Vehicles displaying any signs of leaking fluids, malfunctioning brakes, steering or any other problems that may render the vehicle unsafe or inoperable may not be parked in the garage until the problems are corrected as well as subject to fines.
- I. Each Garage Unit shall only be used to park one (1) operable vehicle.
- J. Replacement garage door openers are available for a fee, as listed in the Fee Schedule.
- K. Certain parking spaces must be vacated, with advanced notice, during garage project events (annual rodding, power washing, etc.). Failure to vacate parking spaces when required after notice shall be subject to a fine at the discretion of the Board.
- L. The fire lane/loading zone is not intended for parking of vehicles for an extended period of time. Parking is strictly limited to a maximum of 20 minutes at a time per vehicle, based on availability. Space is limited and not guaranteed at any time.

IX. ASSOCIATION / UNIT OWNER RESPONSIBILITIES

Each owner and the Association have the responsibility to maintain the units and common properties as outlined below:

- A. Maintenance, Repair and Replacement of Common Elements:
 1. Except as otherwise provided in the Declaration, decorating, maintenance, repair and replacement of the Common Elements shall be furnished by the Association as part of the Common Expenses, including, without limitation, portions thereof which serve both the Condominium Property and the Unadded Portions of the building (defined in section 8.04 of the Declaration). In addition, the condominium association shall maintain the roof, elevators and related equipment, sewer lines, water lines, heating and air conditioning system, gas piping and other utility

lines and operating systems which serve the building and the cost thereof shall be a common expense.

2. With respect to a particular category or class of limited common elements (other than the exclusive limited common elements appurtenant to a unit), instead of furnishing the maintenance, repair or replacement of such category or class of limited common elements as a common expense, the board may, in its discretion, (i) require each owner to furnish such services to the limited common elements which are appurtenant to his unit at his own expense, or (ii) furnish such services to the limited common elements but assess the cost thereof directly to the owners of units benefited thereby on the basis of undivided interests, in equal shares or such other reasonable basis as the board shall deem appropriate.
3. Operation, maintenance, repair and replacement of the garage shall be furnished by the association. The cost thereof shall be furnished by the association and shall be garage expenses.

B. Maintenance, Repair and Replacement of Dwelling Units and Exclusive Limited Common Elements:

1. Each owner shall furnish and be responsible, at his expense, for all of the maintenance, repairs and replacement within his dwelling unit and the exclusive limited common elements appurtenant to this dwelling unit and shall keep them in good condition and repair. The board may in its discretion, cause maintenance services to be performed within a dwelling unit or to the exclusive limited common elements appurtenant thereto upon the request of an owner and may charge a reasonable fee for such services. Without limiting the foregoing, to the extent that insurance carried by the condominium association covers damage to a dwelling unit or the exclusive limited common elements appurtenant thereto (including, without limitation, broken windows or perimeter doors), the condominium association shall make any insurance proceeds received by the condominium association as a result of any such damage available to the owner to pay for or reimburse the owner for payment of the cost of repairing the damage.
2. Whenever the board shall determine, after an investigation and independent assessment by a 3rd party inspector, that any maintenance, repair, or replacement of any dwelling unit or the exclusive limited common elements is necessary to protect the common elements or any other portion of the condominium property (i) if such work is made

necessary through the fault of the owner, then the board may direct the owner thereof to perform such maintenance, repair or replacement and pay the cost thereof to the extent not covered by insurance, if any, carried by the condominium association, including without limitation, the deductible amount under any applicable insurance policy, or (ii) if such work is made necessary through no fault of the owner, then the board may cause the work to be done any may assess the cost thereof directly to the owners of the dwelling units, or exclusive limited common elements appurtenant thereto, with respect to which the work is done on the basis of undivided interests, equal shares or such other reasonable basis as the board shall deem appropriate. If an owner fails or refuses to perform any such maintenance, repair or replacement within a reasonable time after being so directed by the board pursuant to the preceding sentence, then the board may cause such maintenance, repair or replacement to be performed at the expense of such owner. The determination of whether or not the work is made necessary through the fault of the owner shall be made by the board following an investigation which includes an independent assessment and an opportunity for the home owner to be heard and bring witness.

3. All maintenance requests shall be made to the onsite manager or through the resident portal. After hours emergency work orders can be requested with the front desk.

C. Association Responsibilities:

1. Maintain and repair all brickwork.
2. Maintain and repair all roof structures.
3. Maintain and repair all ornamental metal on exterior of building.
4. Maintain and repair all common area fences.
5. Maintain and repair all landscaped areas, including plant material.
6. Maintain and repair all mailboxes.

D. Unit Owner Responsibilities:

1. Maintain and repair all balconies, patios, windows, doors and other amenities that may be on the exterior of a unit.
2. Maintain and repair all interior drywall/decorating.
3. Maintain and repair all appliances in unit.
4. Window Treatment: In order to achieve uniformity in the exterior appearance of the property and the building, each owner shall install in all windows of his dwelling unit visible from the exterior of the building,

shades, draperies, curtains or other window coverings having a white colored lining or surface.

5. Installation of Blinds and Window Treatments: Anchors or screws for blinds and window treatments at a minimum distance of 3-1/2" back from the back-interior face of the window frame.

6. Landscaping on 6th floor Exclusive Limited Common Element Patios
 - ii. The owner of the unit adjoining each of the 6th floor Exclusive Limited Common Element patios is responsible for providing and paying for maintenance, repair, and replacement of all landscaping on that unit's 6th floor Exclusive Limited Common Element patio. If the unit owner fails to do so, the Board may, but is not obligated to, do so at the expense of the Unit Owner.

 - iii. Shrubs are limited to 6ft in height measured from the ground level.

 - iv. The Unit Owner is responsible for ground cover which is limited to wood chips or natural ground cover.

 - v. The Unit Owner is responsible for replacing dead plantings.

 - vi. The owner of a unit adjoining a 6th floor Exclusive Limited Common Element patio may plant one "Compact or Dwarf" tree with a maximum mature height of 12 ft. from the ground level. The tree must be properly planted in the original location and with appropriate tie downs to adapt to the environmental conditions of the location. The owner is responsible for removing the root ball of the previous tree. Damage or injuries resulting from any tree debris is the responsibility of the Unit Owner. All costs associated with planting and maintenance are the responsibility of the Unit Owner.

 - vii. The tree currently located at the Northeast corner of the 6th floor patio shall be maintained and trimmed to a maximum height of 18 ft. at the expense of the owner of the unit adjoining that Exclusive Limited Common Element patio. Expenses associated with clearing tree roots from the planter drain at that location will be charged to that unit owner.

 - viii. All plantings are subject to removal by the Unit Owner, at the Unit Owner's expense, at the direction of the Board if they do not conform with the guidelines above. When a planting is removed,

the Unit Owner is responsible for the cost of restoring the landscaping to its prior condition.

ix. Contact the Management office for a list of approved trees.

X. MOVE IN AND OUT

- A. No resident/unit owners moving in or out of Prairie District Homes – Tower Residences will be allowed to do so without prior personal communication with the Management Office. Notice must be provided to Management at least 4 business days prior to the desired move date. To schedule your move, please call or email the Management Office.
- B. All moves shall be completed during the hours of 8:00 a.m. to 4:00 p.m. Monday through Saturday. Moving is not permitted on Sundays or major holidays.
- C. A non-refundable moving fee and a refundable security deposit, as listed in the Fee Schedule, shall be required for all moves into or out of the building. Separate checks made payable to “Prairie District Homes-Tower Residences Condominium Association,” must be submitted, in person, to the Management Office prior to the move. Moves that are in progress after 4:00 p.m. will result in a fine of \$50.00 per hour until the move is complete. Immediately prior to and immediately following the move, a building representative and the resident will conduct an inspection of the premises to ascertain condition of common areas. In the event that no damage has been done to any common elements, the deposit will be shredded within one week to the resident moving.
- D. Staging units for sale and/or lease will require a non-refundable fee and refundable security deposit, as listed in the Fee Schedule.
- E. A Certificate of Insurance from the moving company MUST be submitted to the Management Office prior to the date of the scheduled move. It is the responsibility of the resident to ensure that the moving company/group provides the Management Office with a Certificate of Insurance. A move will not be allowed to take place without a Certificate of Insurance on file. The Certificate of Insurance must name the *Prairie District Homes—Tower Residences Condominium Association as an additional insured* and indemnify and hold harmless the Association and Sudler, LLC.

- F. All moving and deliveries shall be conducted through the loading dock and take place on the designated freight elevator. No moving of any kind will be permitted through the lobby or take place on the passenger elevators.

XI. UNIT SALES AND RENTALS

A. Sales and Signs

1. Garage sales or yard sales are not permitted.
2. "Estate" or "House" sales may be conducted on a limited basis with prior approval of the Board of Directors. The Board of Directors has the authority to set rules, regulations and fees in connection with such sales. Such sales must be conducted in accordance with the rules governing an "Open House" (see # 6, 7 & 8 below). The resident shall pay all expenses and/or damages resulting from such activities.
3. No signs of any type may be displayed in any common areas.
4. No sign of any type shall be displayed in any unit window.
5. "Open House" showings of a home being offered for sale must be scheduled no less than one week in advance with the management office.
6. During an "Open House", the house must be attended at all times by the resident or his or her authorized agent. All "Open House" visitors must be accompanied by the resident or the authorized agent when looking at the common areas of the building (i.e. fitness center, media room, meeting room, garage, dog run, etc.).
7. All visitors to an "Open House" must be registered through and announced by the doorman and will not be admitted without prior approval.

B. Leases, Tenants, and Non-Resident Owners

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

1. No owner shall lease his/her unit for a period of less than 6 months. All leases must be in writing. No unit owner shall be permitted to lease out their units to a second or subsequent lessee prior to the expiration of the lease period unless a written request is submitted to the Board.
2. Any unit leased in accordance with the Declaration shall be in accordance with the Rules and Regulations of the Association. No unit owner shall lease

a unit for hotel and/or transient purposes; nor shall any portion of the unit, which is less than the entire unit, be leased.

3. Lessee must identify all persons who shall occupy the leased unit, whether or not such persons are signatories to the lease. Occupancy of a leased unit by any person not so identified is prohibited and shall render the lessee in default of said lease.
4. Owners and lessees must supply the Management Office with a copy of the application, proof of credit report and Lease Agreement prior to moving into the building.
5. Owners must supply lessees with these rules and regulations and remain responsible for adherence to them, as well as any fines resulting from violations.
6. No more than 30% of total units may be used as rental units at any time.
7. A Rental Processing Fee, as listed in the Fee Schedule, will be assessed to the unit owner and is to be made payable to the Association. This fee, along with all the required documents, must be received in the Management Office prior to the occupancy of the unit.
8. A non-refundable lease renewal processing fee will be assessed to the unit owner as listed in the Fee Schedule and is to be made payable to the Association. This fee, along with a copy of the lease renewal, must be received in the Management Office prior to the renewal date.

C. Administration of the Leases with Regard to Amendment

The Association's governing Declaration of Condominium, as amended on December 29th, 2016, provides that an owner who first purchases his or her dwelling unit on or after January 1, 2017 may not enter into or renew any "Occupancy Arrangement" with respect to any Dwelling Unit, or allow any person who is not a Unit Owner to occupy a Dwelling Unit pursuant to a lease, sublease, or other Occupancy Arrangements, for as long as that Unit Owner remains the Unit Owner of that Dwelling Unit.

- i. Exception – After Twelve Months of Ownership and Occupancy If Less Than 30% of Dwelling Units Rented. Any Unit Owner may enter into an Occupancy Arrangement for a Dwelling Unit upon receipt of the Board's written confirmation that (a) total number of Dwelling Units then subject to Occupancy Arrangements is less than Thirty Percent (30%) of all of the Dwelling Units in the Association, and (b) the Unit Owner has owned and occupied the
- ii. Exception – Hardship. Any Unit Owner may, upon receipt of the Board's prior written approval, enter into an Occupancy Arrangement with respect to a Dwelling Unit for a period not to exceed one (1) year if the existence of a hardship situation is

demonstrated to the reasonable satisfaction of the Association's Board of Directors. In the case of a continuing hardship situation, the Board may authorize a Unit Owner to enter into a second Occupancy Arrangement with respect to a Dwelling Unit for a period not to exceed one additional year.

- iii. Exception – Family Occupancy Arrangement. Any Unit Owner may enter into an Occupancy Arrangement with respect to a Dwelling Unit with his/her parents, spouse, former spouses, civil partner, children (natural or adopted), grandparents, grandchildren, or siblings.
- iv. Exception- Dwelling Unit Owned By or in Possession of the Association. The Association may enter into Occupancy Arrangements with respect to any Dwelling Unit of which the Association is the Unit Owner or party in possession.

For purposes of this Section 2.13(a) only, as stated in the Condominium Declaration, the Unit Owner of a Dwelling Unit as of January 1, 2017 (a "Grandfathered Unit Owner") will be deemed to continue to be the Unit Owner of that Dwelling Unit.

XII. REMEDIES OF COMPLAINTS

All complaints of rule violations should be directed in writing to the Managing Agent as soon as possible.

Procedures for remedying rule violations by unit owners and their tenants are as follows (each step assumes non-compliance as a prior step):

- A. Management shall provide written violation notice (written warning) to the unit owner identifying the nature of the complaint, providing a deadline for remedying the cause of the complaint, bearing in mind that emergencies may require immediate action, and referring the matter to the Board.
- B. The unit owner must appear before the Board for appropriate settlement.
- C. The Board may take appropriate legal action and impose a fine for non-compliance (once notice has been given to owner and owner has had opportunity to be heard with fair hearing).

Note: Procedures for remedying rule violations by lessees shall be identical to those listed for unit owners. The exception is that the letter from Management shall be directed to both the lessee and unit owner.

XIII. FINES FOR NON-COMPLIANCE OF RULES

- A. Any violation of the Rules of Prairie District Homes Tower Residences Condominium Association that cannot be cured (including but not limited to:

failure to submit required funds prior to moving in or out of a unit; failure to reserve elevator for move; and moving during unauthorized hours) shall subject the offending unit owner to a fine. A violation of the Rules of the Association by any tenant or guest of a unit owner shall be deemed to be a violation by the unit owner himself.

- B. A fine will be assessed in accordance with the attached Fine Schedule. If the fine is not paid within forty-five days, Management will send a letter to the unit owner indicating that a lien (including all associated costs) will be placed on the violator's property if appropriate action is not taken to pay the fine within ten (10) days of receipt of registered or certified letter.
- C. Negligence of Owner: If, due to the act of or the neglect of an Owner or Occupant (or member of the family, household pet, tenant, or a guest or visitor of such Occupant or Owner), damage shall be caused to a part of the Condominium Property the common elements or to a unit or units owned by others, or if maintenance, repairs or replacements shall be required, which would otherwise be a common expense, then such owner shall be fined to recover such repair or maintenance expense incurred by the Association.

Note: Nothing in the above rules shall limit the power of the Board to pursue any remedy or to otherwise proceed as authorized by the Declaration, By-Laws and applicable law. The Board determines the schedule of fees and fines. Fees are reviewed annually during the budget process or as needed.

XIV. REMODELING & RENOVATION GUIDELINES

- A. Introduction: When remodeling or renovating a unit, whether a contractor has been hired or you are serving as your own contractor, the Owner is responsible for the project. Management serves as the liaison between Owner and the Board. The Owner must observe all rules stated in these guidelines, the Declaration and By-Laws, and the Association Rules & Regulations. All Municipal Code provisions must be observed and all electrical circuit changes, rewiring from box to box, and/or plumbing, must be performed by licensed and insured tradespersons. During any remodeling and renovation the Condominium Association reserves the right to monitor any Remodeling & Renovation as the work progresses. As a courtesy to your neighbors, once a project begins, all work must be completed in a reasonable time frame.

- B. Basic guidelines:

1. Board approval is required before work can begin if the work will alter the building's integral structure, exterior appearance, plumbing, electrical wiring, the Unit's total electrical power consumption, flooring, windows, or any modification which potentially will have a harmful impact on the Owner's immediate neighbors. No work (or equipment installation) shall be approved which is expressly prohibited by the By-Laws, Declaration or the Rules.
2. In general, interior decorating, replacement of existing cabinets, vanities, appliances, etc. shall not require Board approval, provided such work does not fall into the category of work described in "A" above.
3. No contractor shall be permitted in the building without prior notice from Owner to management. A Contractor's Certificate of Insurance naming the Condominium Association and managing agent as additional insured's is a prerequisite for access to the building.
4. The responsibility for adhering to these rules resides with the Owner. Any work found not to be in compliance with these rules must be corrected by the Owner, at his or her expense.
5. Water-based floor paints and floor coatings are required. Oil based flooring material is not allowed.
6. No hard surface flooring (e.g. wood, marble, tile, etc.) may be installed in any part of any unit (excluding original kitchen and bathroom areas) unless such flooring is installed over an underlayment which causes the floor assembly to yield a Field Impact Installation Class (FIIC) rating of at least fifty-five (55) when tested in accordance with 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"). This rule does not apply to hard surface flooring installed prior to the date these rules are adopted in full compliance with all rules and regulations in effect at the time of such installation.

No hard surface flooring may be installed unless the unit owner's designer, architect or contractor has certified in writing that the proposed hard surface flooring installation will meet or exceed the requirements of this rule.

The owner or occupant of any unit located immediately below a unit having hard surface flooring may, by written notice to the Board of Directors, request that the compliance of such flooring be investigated.

Unless the Board determines that the flooring was installed prior to the date these rules were adopted, in compliance with all rules and regulations in effect at the time of such installation, or that the flooring's Field Impact

Insulation Class rating has previously been tested pursuant to these rules and found to be in compliance with these rules, 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 Field Impact Insulation Class rating of such flooring.

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

If the Field Impact Insulation Class rating of the flooring is found by the consultant to be in compliance with these rules, then the full cost of the testing shall be borne by the complaining owner or occupant out of the deposit held by the Association. If the Field Impact Insulation Class rating is found by the consultant not to be in compliance with these rules, then the complaining owner or occupant's deposit shall be fully refunded; the owner of the non-complying unit shall pay the full cost of the testing; the owner of the non-complying unit shall pay a fine as determined by the Board; and the owner of the non-complying unit shall bring the unit into compliance with these rules within thirty (30) days of the issuance of the test results or be subject to legal action by the Association to enforce these rules.

The Board highly recommends that this test be done before installation is complete and thoroughly documented so as to prevent any such problems from developing at a later date.

- C. Approval: The building engineer has the authority and responsibility to review and make recommendations to the Board regarding requests for approval of remodeling projects. The approval process will be handled as expeditiously as possible.

If the scope of the project exceeds the engineer's ability to accurately judge the ramifications to the building, the Unit Owners must hire an architect to provide a written report that must be presented to the Board.

- D. Approval Process: Prior to the commencement of any work, Owners must submit drawings and narrative plans to the Management Office for Board review.
- E. Requirements: For projects described in 1.A. requiring Board approval, the REMODELING & RENOVATION AGREEMENT (attached) must be submitted to the Management Office 28 days prior to the commencement of any work. A description of the work, including a schedule, and the names of contractor(s) shall be identified as Exhibit A, and become an integral part of this agreement. The Management Office will

assign a Work Order Number to the project. Once approved, the designated agent of the Board of Directors (officer or Property Manager) will sign and date the document. No contractor will be permitted on the premises until this agreement is approved.

- F. General Guidelines and Restrictions: Any changes in the plumbing or electrical system is subject to inspection by the building engineer or building Management before closing the walls. Main-line water or heating shutoff (or power interruptions) are handled ONLY by the building staff and must be scheduled through the Management Office to allow sufficient time to give other Owners advance notice. All plumbing work and electrical wiring and re-circuiting must be done to applicable city codes by qualified personnel.

All air exchange units must be completely covered to prevent dirt and/or debris from entering the system.

- G. Penalties: It is the responsibility of the Owner to acquaint contractors with the above stated requirements. The Owner shall be ultimately responsible for any damage to public areas, common elements, limited common elements or other units by workers employed by them, their contractors, subcontractors, agents and themselves.

All service providers and their employees are agents of Owner and must abide by all rules and regulations governing the remodeling and renovation project. If contractors, subcontractors or other agents are found to be in violation of the rules, the Owners will be subject to fines for each such incident. THE BOARD OF DIRECTORS HAS THE AUTHORITY TO STOP ANY PROJECT WHICH CAUSES OR MAY CAUSE MATERIAL DAMAGE OR DISRUPTION TO ANOTHER UNIT OR THE COMMON ELEMENTS.

- H. Unauthorized Work: If the project of the Owner fails to comply with the plans and specifications submitted by the Owner and approved by the Board, the Board may stop the work until the problems are remedied or may cause said work to be done in compliance, and may charge Owner for the costs. SHOULD ALTERATIONS BE MADE BY THE OWNER WITHOUT PRIOR APPROVAL OF THE BOARD, THE BOARD MAY REQUIRE THE OWNER TO REMOVE THE ADDITION, ALTERATION OR IMPROVEMENT AND RESTORE THE UNIT OR BUILDING ELEMENTS TO THEIR ORIGINAL CONDITION AT THE OWNER'S EXPENSE.

- I. Removal of Debris: It is the responsibility of the contractor to remove all remodeling and construction debris from the premises of the entire building. When purchasing new appliances, the seller must remove the old appliances when new appliances are installed. When acting as your own contractor, you must make your own arrangements for the prompt removal of all construction debris and other large items (i.e. cabinets, pipes, carpeting, sinks, bathtubs, toilets, plaster, flooring, etc.). You may

order a dumpster, but you must remember to get special permission through the Management Office. Management Office may assist in making arrangements to have debris removed. The cost of such removal will be billed to the Owner. Residual cleanup of debris that can be bagged in plastic garbage bags used by the Building may be disposed of in the normal building garbage collection.

- J. Working Hours: Work rules have a twofold purpose, 1) maintain the security of the building and 2) consideration for the building's residents, particularly as it applies to noise generating activities.

Normal construction work hours are between 8 a.m. and 4:00 p.m. Monday through Friday and between 10 a.m. and 3 p.m. on Saturday. Saturday work must be limited to work of a restricted nature that does not generate excessive noise. NO WORK CAN BE DONE ON SUNDAYS, HOLIDAYS, OR HOLIDAY WEEKENDS.

No obnoxious or offensive activity shall be carried on in the Condominium Property and nothing shall be done, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the units. Quiet Hours shall take place Sunday – Thursday from 10pm to 8am and Friday – Saturday 12am – 9am.

- K. Certificates of Insurance: No work will be permitted until all contractors submit current Certificates of Insurance. These certificates must name the Association, its Board of Directors and managing agent as additional insured parties. The Manager and the engineer will hold copies.
- L. Permits: The Owner is responsible for securing building permits. Any permits are the responsibility of the Owner.
- M. Indemnification: The Owner will indemnify the Association, the Board of Directors and the managing agent from any and all claims for mechanic's liens, personal injury or property damage and claims by the City of Chicago for building code violations or failure to secure a building permit.
- N. Construction in Adjacent Spaces: The Unit Owner's Contractors shall not use any vacant areas, corridors or any other portion of the Common Elements to perform or stage any construction work without the prior approval of the Property Manager. If access into any adjacent space is necessary, arrangements must be coordinated with the Property Manager. Any additional costs (i.e. security personnel, damages, restoration expense) for use of this space must be paid by the Unit Owner.
- O. Storage of Materials: All material must be stored in the Unit within which the Contractor is working. Storing materials in corridors, vacant areas, etc. is not

permitted. Flammable materials cannot be stored within the Building; they must be used and removed the same day. Failure to comply with these regulations will result in immediate removal of all material by the Association at the Unit Owner's expense, or stoppage of the project.

The Unit Owner's Contractor, each Subcontractor and material supplier shall be responsible for the proper care and protection against damage and theft of all its material, equipment, and tools delivered to the Building.

- P. Costs: Any or all fees and costs incurred by the Association for review of plans, or for inspections required for confirmation that the work was completed pursuant to the approved plans, shall be the responsibility of the Owner.

- Q. Hiring Employees of the Association: If a resident hires a staff member during off-hours to perform work that is beyond the scope of his/her regularly assigned duties, the homeowner must submit a completed waiver to the Association before the work begins. Under no circumstances may a resident hire an employee to perform work independently that he/she could appropriately perform and bill through the Association. When work is performed through management, i.e. toilet clogging, light bulbs, et cetera it will be done at a fee, as listed in the Fee Schedule, which may be adjusted from time to time by the Board of Directors

REMODELING & RENOVATION AGREEMENT

Work Order No.: _____

1. Insurance. The Association requires a Certificate of Insurance from all Contractors and Sub-Contractors. The certificate will include property damage coverage, at least one million dollars (\$1,000,000) liability coverage, and a notation that the Association will be notified if the insurance is cancelled for any reason by the agent or the company. This certificate must be delivered to the Management Office before any work begins.
2. City Code. Contractor and Architect verify that all work is being done in accordance with the Chicago Building Code.
3. Heating, Plumbing, Electrical & Architectural Changes. Contractor, Owner and Architect agree that none of the heating system lines, drain lines, gas lines or electrical service will be altered in this renovation. Any main line water shutoff or heating interruptions must be requested through the Management Office no less than 3 business days in advance in order to permit notification of other Owners of the interruption in service. One such shutoff will be at no charge; subsequent shutoffs will be charged at \$100 each.
4. Building Inspection. During remodeling of a kitchen or bathroom, the building engineer will make at least two inspections. So that the remodeling work will not be delayed, Owners should arrange a building inspection with the building engineer early in the project. The second inspection will take place before walls are closed. Prior to the closing of any walls, the Contractor must make an appointment with the building engineer for an inspection of all electrical and plumbing work. Unacceptable work must be corrected.
5. Work Hours. Normal work hours are between 8 a.m. and 4 p.m., Monday through Friday and between 10 a.m. and 4 p.m. on Saturday. Saturday work will be limited to work on a restricted nature. Work of a restricted nature is defined as work which does not generate excessive noise. No work is permitted to be performed on Sunday, Holidays or Holiday Weekends.
6. Noise. Expected excessive construction noise must be reported to Management prior to the commencement of work to allow notice to Owners who may be disturbed by such noise. Construction work of a noisy nature can take place only on weekdays between 8 a.m. and 4 p.m.
7. Debris/Removal/Disposal. All demolition, construction debris and other large items (i.e. cabinets, carpeting, sinks, bathtubs, toilets, doors, flooring, etc.) will be removed by the contractor from the building premises. Owners acting as his/her own contractor must make his/her own arrangements for the prompt removal of all construction debris. If a dumpster is required, arrangements must be coordinated with Management. Residual clean-up of debris that can be bagged in plastic garbage bags used by the building may be

disposed in the normal building garbage collection, but not thrown down the chute. You must carry those bags to the dumpster.

All air exchange units must be completely covered to prevent any dirt and/or debris from entering the system.

8. Clean-up. At the end of each day, Contractor agrees to have the proper equipment on hand to clean up common areas. Such common areas shall include (but not be limited to) the hallways, foyers and stairways surrounding the Unit, service elevator, back halls and loading area. In the event that additional clean-up is required, it will be done by the building staff and charged to the Owner at the prevailing hourly rate.

9. Service Elevator. Use of the service elevator must be requested, at least 24 hours in advance, and approved by Management. Contractor agrees that the service elevator will not be held at any time during the construction period unless pre-authorized by Management or the building engineer.

10. Scope of Work. The work covered by this agreement shall be limited to the work described below:

Work Scope:

Construction Dates **When Noise is Anticipated:** _____

Unit # _____

Construction Dates: _____

Owner: _____

Print Name

Signature of Owner: _____

Date: _____

XV. ENTERTAINMENT / MEDIA & MEETING ROOM

- A. All owners and residents are welcome to use the entertainment/media & meeting room throughout the day unless the room has been reserved for a private or Association function.
- B. Reservations are required for the room's exclusive use and are taken on a first-come, first-serve basis. Reservation forms are required and available online via the Association's resident portal or from the Management Office.
- C. An owner or resident may not book the room for the same date or holiday two years in a row, unless two months prior to the planned event, no one else has requested the date. Reservation requests cannot be made more than sixty (60) days in advance.
- D. Only a resident unit owner or a resident lessee of a unit may reserve the Entertainment/Media & Meeting Rooms. At all times, the unit owner or resident submitting the reservation request must be present at the event for which the room is reserved.
- E. The reservation form is to be accompanied by a refundable damage/cleaning deposit. The Board of Directors on an annual basis shall set all fees and deposits.
- F. To receive the refundable damage cleaning/deposit the following must be completed after use; items brought into the room must be removed, all refuse disposed of in the association dumpsters, furniture returned to original place, floors vacuumed, appliances cleaned, lights turned off.
- G. Media/Meeting Room events may be held:
Sunday through Thursday between 10:00am--11:00pm
Fridays and Saturdays between 10:00am--2:00am
- H. A complete list of nonresident guests must be furnished to the Management Office at least three (3) days in advance of the event. The lobby staff will not admit nonresident guests who have not been included on the list, without express approval from the unit owner.
- I. A list of catering, party rental, entertainment or other firms servicing the event must also be provided to the Management Office, prior to the day of the event.
- J. Guests and service providers will be subject to the Rules and Regulations of the Condominium Association with regard to parking violations; all rules shall be strictly enforced.

- K. Guests may not enter the fitness center, business center or meeting room (unless meeting room is specifically reserved).
- L. Smoking is prohibited in the room(s).
- M. The room(s) is intended for the private social use of Prairie District Homes – Tower owner and residents. No fee may be charged to guests for admission, attendance, food or drinks.
- N. Live or recorded music or entertainment is permitted only with prior written permission of management at the direction of the Board of Directors. In all cases, care must be taken not to disturb other residents. In no event, shall there be amplification that is unreasonably offensive to any resident.
- O. The room has been designed for residents' adult and family activities. Any event, whose attendees will include persons under the age of 21, shall have one (1) adult present for every five (5) minors in attendance.
- P. If alcohol is served, the owner/resident hosting the party is responsible to see that no minors are served any alcoholic beverages. The owner/resident must indemnify the Association and the homeowners from any and all incidence or accidents including but limited to automobile accidents resulting from a guest that has attended the event.
- Q. The owner or resident reserving the room assumes complete responsibility and liability for any and all property damage, claims, loss, injury or death to any persons or any other expense including but not limited to attorney fees, incurred or caused by any act or negligence to any attendee, service provider or other person present at or entering the premises in connection with the event for which the Entertainment/Media and/or Meeting Room has been reserved.

XVI. FITNESS CENTER

- A. The Fitness Center is for the exclusive use to Prairie District Homes--Tower Residences Condominium Association residents and their guests.
- B. No one under the age of sixteen (16) is allowed to use the exercise equipment.
- C. Smoking is prohibited in the fitness center.
- D. No food or beverages are allowed in the fitness center except water, which may be brought into the room in a paper or plastic container.

- E. Proper exercise clothing and shoes must be worn. Wet or dirty shoes should not be worn for your own protection and to preserve the equipment. Shirts and shoes must be worn at all time while in the Fitness Center.
- F. No equipment that is swung or flies through the air (i.e. golf club, jumping ropes, and basketballs) may be brought into the facility.
- G. All private equipment must be removed after use.
- H. Limit your use of one piece of equipment to thirty (30) minutes if others are waiting to use it.
- I. For health reasons, please wipe off equipment after use.
- J. Fitness center privileges may be revoked if rules are not properly followed.
- K. Personal training and classes provided to non-residents, either in person or virtually, are strictly prohibited. The Board of Directors will review any evidence suggesting non-compliance to determine if a violation exists.

XVII. PETS

Prairie District Homes--Tower Residences Condominium Assn. Pet Policy

A. Pet Residency

No animals shall be raised, bred or kept in any unit except for dogs and cats and animals that are typically kept in cages or containers in the home such as small birds, fish, turtles and hamsters, provided such animals are of a breed or variety commonly kept as household pets in similar buildings, are not kept or bred for any commercial purpose, and are kept in strict accordance with the rules and regulations outlined in this policy and in accordance with applicable law. Wild animals, exotic animals, farm animals and poisonous creatures are not allowed. No more than two (2) pets may be kept in any dwelling unit.

As a condition precedent to a pet owner maintaining a pet or pets on the premises, all pet owners must (1) provide evidence of compliance with all safety and health licensing requirements under applicable law, including appropriate veterinary certificates with respect to vaccinations, (2) assume full responsibility, financial or otherwise, for any personal injury or property damage caused by their pets, and (3) indemnify and hold harmless the Association and other Unit Owners and their agents for any loss or liability caused by or arising from their pets. Pet owners' responsibilities include but are not limited to: all costs of cleaning, repairing or replacement of common property due to damage caused by pets. Pet owners must

agree to the aforesaid undertakings and conditions in writing at the time their pet is registered with the Management Office or at the time their pet is first brought into the premises, whichever occurs first. However, willful failure to agree in writing shall not relieve any pet owner of his/her responsibilities for, or liabilities arising from, his/her pet's activities.

B. Pet Registration

Dogs and cats must be registered with the Management Office within 30 (thirty) days of entering the building. In addition, an annual fee must be paid for each dog, as listed in the Fee Schedule. An owner may register other pets so the pet can be identified and returned to the proper unit in the event the pet escapes from the unit.

Registration consists of providing information for, and signing, the Registration Agreement, providing a photo of the pet and owner(s), and providing such other documentation as required by this policy.

If any Resident is renting from a Unit Owner, such resident must have permission in writing from the Unit Owner to maintain a pet in the unit, and resident must provide such writing to the Management Office as a condition precedent to maintaining a pet in the unit. A copy of this permission will be kept on file in the Management Office.

Registration is not transferable to any other animal.

C. Pet Fees and Fines

A pet fee, as listed in the Fee Schedule, is to be enforced within 30 days of entering the building and annually thereafter for each dog. Any pet owner who violates the rules and regulations set forth in this policy shall be subject to any and all remedies available to the Board under the Condominium Declaration, including, without limitation, the levying of a fine as outlined in Section XII. FINES FOR NON-COMPLIANCE OF RULES. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from a Unit upon three (3) days' written notice from the Board to the Owner of the Unit containing such pet, and the decision of the Board shall be final.

D. Pet Behavior and Activities

Pets shall not be allowed in fitness center, media room, or conference room, and all efforts shall be made to minimize pets' presence in lobby. Although pets that are not in a carrier are required to be taken out of the building through the East exit (to dog run), in some cases an alternate route is necessary, and in that case the best alternative shall be either the north door off the garage (accessed from exterior with common area key), or the loading dock. Muddy, wet or similarly dirty pets shall not be allowed in the common areas; owners must take all reasonable steps to prevent

pets from dirtying the common areas, including the elevators and hallways (i.e., on rainy days, toweling off a wet pet should be a common practice among all pet owners prior to proceeding through the building. In the event that a pet has gotten muddy outside and cannot be rinsed off in the dog run area, pet owners should use the rear vestibule to clean the pet prior to proceeding through the building. Pet owners must provide their own towels and shall clean up any mess they make during use of the rear vestibule or common areas.)

Pets shall not be unattended on balconies, terraces, in the dog run, or in any common area of the building.

Owners of cats, birds, hamsters, and other pets shall ensure that litter is changed frequently and regularly to avoid odor. Such litter shall be securely wrapped and tied in a plastic garbage bag prior to depositing it in garbage chute.

Pet owners must ensure that their pets do not make any prolonged noise such as barking, meowing, chirping, etc. that disturbs neighbors. If reasonable complaints are made regarding incessant pet noise, the pet owner shall be required to take reasonable steps to resolve the problem in a reasonable amount of time.

Pet owners shall make every effort to prevent pets from jumping on or otherwise bothering other residents. Repeated failures to do so may result in fine or sanction, including but not limited to mandatory enrollment in pet training activities.

Dogs must be leashed in all common areas of the building but need not be leashed within the dog run unless necessary to ensure safety of other users. When cyclists or other users pass through the dog run, dog owners shall hold or leash their dogs until the cyclists/other users have exited the area.

Pet owners shall accompany their pets in the dog run; an adult must accompany all pets. The dog run is intended for play among friendly dogs. Any dog that is not friendly shall not be allowed in the dog run if other dogs are using the area. Any owner found to be leaving pet refuse in the dog run shall be subject to previously stated violation process and fine schedule.

E. Visiting Dogs

If residents care for a family or friend's dog for a short period of time (under thirty days), the following will be required on the first day of residence, or the first weekday following a weekend visit.

Also, the management office must be informed of the approximate length of stay.

1. A photo of the dog.
2. Proof of vaccination.
3. The name, address and phone number of the owner of the dog.

Fee Schedule:

- A. 1 to 6 days = \$0
- B. 7 days to 30 days = \$50
(Example: A resident cares for 4 dogs for 2 days each throughout the year, 4 x 2 = 8 cumulative days.)
- C. 30 + days = \$100

The following Fee Schedule is for calendar year residence. These are cumulative days added through the year regardless of the number of different dogs cared for by the resident.

Fine for failing to register a visiting dog:

- A. Up to \$150 per occurrence

Each resident is responsible for the dog(s) they bring into the building. All other Association rules regarding dogs apply.

It is not the intention of these rules to be unduly restrictive, but rather to set forth reasonable rules and regulations to ensure the enjoyment of the Tower Residences by pet owners and non-pet owners alike. In the event of rule infractions, the following steps shall be taken:

Upon first violation, Management shall notify the offending party by letter as to the nature of the violation. The Management Office shall retain a copy of the letter; in the case of a Renter, a copy of the letter will also be sent to the Unit Owner.

In the event of further violations, there will be an opportunity for a hearing with the Board of Directors and then will proceed under due process standards.

Any infractions of the rules shall be reported to the Management Office in writing and must include a description of the pet and the handler, details of the infraction, and the time, date and location of the infraction.

XIX. FEE SCHEDULE

All violations are subject to the fines below and any fees/fines/cleanup or repair costs incurred by the Association due to violation.

Tier 1 – Disruption of Building Uniformity/Aesthetic, Violation of Storage/Refuse Policies

Including but not limited to: Improper Disposal of Bulk Items in Trash/Recycling, Failure to Properly Register/Store Bicycles, Parking of More than One Operable Vehicle per Parking Space, Storing of Items Outside Designated Storage Lockers or in Parking Spaces, etc.

Violation 1 – Written Warning
Violation 2 - \$50 Fine
Subsequent Violations - \$100 Fine

Tier 2 – Disrupting Quiet Enjoyment/Use of Other Residents, Improper Scheduling, Potential Property Damage

Including but not limited to: Smoke Permeating to Other Units, Excessive Noise from Pets/Parties/Unscheduled Construction, Use of Bird Feeders, Failure to Properly Schedule Contractors/Deliveries, etc.

Violation 1 – Written Warning
Violation 2 - \$100 Fine
Subsequent Violations - \$250 Fine

Tier 3 – Potential Bodily Injury or Liability to Association

Including but not limited to: Littering or throwing material from Balconies, Violation of Fitness Center Rules Including Personal Training, Failure to Clean Up After Pets in Common Areas, Speeding in Garage, Harassment of Residents or Building Staff, Failure to Register Pets, etc.

Violation 1 – \$500 Fine
Subsequent Violations - \$1,000 Fine

Rental Processing Fee	\$300.00
Lease Renewal Processing fee	\$200.00
Move In Fee	\$250.00
Unauthorized Leases/Rentals	\$1,000.00
Move Out Fee	\$250.00
Move In/Move Out Security Deposit	\$300.00
Approved Moves Ongoing After 4:00PM	\$ 50.00 per hour
Unscheduled Move Fee	\$250.00
Failure to Provide Proof of Insurance 30 days After Closing	\$250.00 (new Owners only)
Staging Unit Fee	\$100.00
Staging Unit Security Deposit	\$100.00
Pet Registration (annual)	\$100.00
Initial Pet Registration (dogs only)	\$125.00
Bike Registration (annual)	\$ 40.00
Unit entrance door lock replacement	\$ 100.00
Lockout fee	\$ 100.00
Replacement of mailbox lock	\$ 35.00
Late Fee for Assessment payments	\$ 100.00
NSF Fee of returned checks	\$ 50.00
Replacement garage door opener	\$ 75.00
Replacement magnetic fob	\$ 25.00
Replacement common area key	\$ 6.00
Unsafe storage locker issue	\$ 10.00 per day after notification
Media/Meeting Room Rental	\$ 100.00
Media/Meeting Room Deposit (refundable)	\$ 400.00
Large Parcel Storage	\$ 10.00 per day after 7 days of delivery notice to resident
Labor Rate	\$ 50.00 for 1 st half hour
Labor Rate	\$ 25.00 each additional half hour
Parts and Materials	Charges are based on current market price. Price list is available upon request

All fees are approved and amended by the Board from time to time as needed. Should fees change, residents will be notified via posting of new fee schedule.

Fee Schedule, Charges
and Rates Effective
January 2024

END OF DOCUMENT