PARK MILLENNIUM CONDOMINIUM ASSOCIATION RULES & REGULATIONS

THESE RULES & REGULATION TOGETHER WITH THE DECLARATION AND THE ILLINOIS CONDOMINIUM PROPERTY ACT ARE THE SOLE SOURCES OF RULES & REGULATION GOVERNING PARK MILLENNIUM.

THESE RULES & REGULATIONS SUPERSEDE ALL PREVIOUS RULES & REGULATIONS.

APPROVED BY THE BOARD OF DIRECTORS OF THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION ON

November 16, 2015

<u>Table of Contents</u> Preamble	7
Definitions	8
Enforcement of the Rules & Regulations	
Complaints	10
Notice of Violation	10
Appealing a Violation	10
Hearings	11
Payment of Penalties Resulting from Violations	11
Penalties, Fines and Enforcement	11
Eviction Proceedings	11
Access to Units	
Alterations to Common Areas	
Antennas & Satellite Dishes	
Appliances	
Assessments, Charges, and Collections	
Assessments	
Payment options	14
Late Payment and other Charges	14
Late Payment Collection Procedure	14
Liability of Unit Owners for their Lessees	14
Attire	14
Awnings or Sunroofs	15
Balconies and Terraces	
Bed Bug Ordinance	
Bicycles, Bicycle Room, Bicycle Rack	
In-Unit Bicycle Storage	16
Bicycle Room	16
Bicycle Rack (Exterior)	17
Board of Directors, Board Meetings & Association Records	
Committees	17
Bulletin Board	
Business Center	

Business Center Computers	
Business Center Don'ts	
Business Center Fax Machine, Copy Machine and Printer	
Cable Television and Internet Access	
Cable/Satellite Television	
Internet Access	
Carts/Wheelchair	
Children	
Christmas Trees	
Club Room (AKA Media, Party, or Event Room)	
Reserving the Club Room for a private function	19
Club Room Damage and/or Cleaning	
Commercial Units	
Common Areas (AKA Common Elements)	
Damage to Common Areas	21
Construction (See separate section regarding Construction in Units)	21
Conference rooms	21
Deliveries and Packages	22
Driveway Drop-off	22
Driveway Drop-off Electrical	
	22
Electrical	
Electrical Elevator- Passenger	
Electrical Elevator- Passenger Elevator Numbering Designation	22 23 23 23
Electrical Elevator- Passenger Elevator Numbering Designation General Elevator Do's and Don'ts	
Electrical Elevator- Passenger Elevator Numbering Designation General Elevator Do's and Don'ts Elevator-Freight	22 23 23 23 23 24 24
Electrical Elevator- Passenger Elevator Numbering Designation General Elevator Do's and Don'ts Elevator-Freight Email and Electronic Notification	22 23 23 23 23 24 24 24 24
Electrical Elevator- Passenger Elevator Numbering Designation General Elevator Do's and Don'ts Elevator-Freight Email and Electronic Notification Emergencies	22 23 23 23 23 24 24 24 24 24 24
Electrical Elevator- Passenger Elevator Numbering Designation General Elevator Do's and Don'ts Elevator-Freight Email and Electronic Notification Emergencies Financial Statements/Budget	22 23 23 23 23 24 24 24 24 24 24 24 25
Electrical Elevator- Passenger Elevator Numbering Designation General Elevator Do's and Don'ts Elevator-Freight Email and Electronic Notification Emergencies Financial Statements/Budget Firearms- Conceal and Carry Fitness Center Fitness Center Don'ts	22 23 23 23 24 24 24 24 24 24 24 25 25 25
Electrical Elevator- Passenger Elevator Numbering Designation General Elevator Do's and Don'ts Elevator-Freight Email and Electronic Notification Emergencies Financial Statements/Budget Firearms- Conceal and Carry Fitness Center	22 23 23 23 24 24 24 24 24 24 24 25 25 25
Electrical Elevator- Passenger Elevator Numbering Designation General Elevator Do's and Don'ts Elevator-Freight Email and Electronic Notification Emergencies Financial Statements/Budget Firearms- Conceal and Carry Fitness Center Fitness Center Don'ts	22 23 23 23 24 24 24 24 24 24 24 25 25 25 25 25 26
Electrical Elevator- Passenger Elevator Numbering Designation General Elevator Do's and Don'ts Elevator-Freight Email and Electronic Notification Emergencies Financial Statements/Budget Firearms- Conceal and Carry Fitness Center Fitness Center Don'ts Fitness Center Do's	22 23 23 23 24 24 24 24 24 24 24 24 25 25 25 25 25 26 26
Electrical Elevator- Passenger Elevator Numbering Designation General Elevator Do's and Don'ts Elevator-Freight Email and Electronic Notification Emergencies Financial Statements/Budget Firearms- Conceal and Carry Fitness Center Fitness Center Do's Front Desk	22 23 23 23 24 24 24 24 24 24 24 25 25 25 25 25 25 26 26 26
Electrical Elevator- Passenger Elevator Numbering Designation General Elevator Do's and Don'ts Elevator-Freight Email and Electronic Notification Emergencies Financial Statements/Budget Firearms- Conceal and Carry Fitness Center Fitness Center Don'ts Fitness Center Don'ts Fitness Center Do's Front Desk Luggage/Grocery Carts & Wheelchair	22 23 23 23 24 24 24 24 24 24 25 25 25 25 26 26 26 26

Front Desk Miscellaneous	
Garage	
Grills	
Guests/Visitors	
Harassment	
HVAC System	
Filters and Water Condensation Drain	
Inspection of Units	
Insurance- Unit Owner	
Keys	
Key Logging System (i.e., KeyTrac, etc.)	
Spare Key Lock Boxes- Self Service	
Keyless Door Locks	
Lockouts	
Fobs (electronic security access keys)	
Key Packages	
Laundry Room	
Leasing of Units (See section on Leasing, Rentals, Tenants)	•••••••••••••••••••••••••••••••••••••••
Leasing of Units (See section on Leasing, Rentals, Tenants)	
Lights and Decorations	
Lights and Decorations Loading Dock G5	
Lights and Decorations Loading Dock G5 Mailboxes, Mail, Mailbox Keys	
Lights and Decorations Loading Dock G5 Mailboxes, Mail, Mailbox Keys Mailbox Keys	31 31 32 32 32 32
Lights and Decorations Loading Dock G5 Mailboxes, Mail, Mailbox Keys Mailbox Keys Maintenance Staff	31 31 32 32 32 32 32
Lights and Decorations Loading Dock G5 Mailboxes, Mail, Mailbox Keys Mailbox Keys Maintenance Staff Work Orders/Service Requests	31 31 32 32 32 32 32 32 33
Lights and Decorations Loading Dock G5 Mailboxes, Mail, Mailbox Keys Mailbox Keys Maintenance Staff Work Orders/Service Requests Off-Duty Independent Contracting of Park Millennium Staff	31 31 32 32 32 32 32 32 33 33 33
Lights and Decorations Loading Dock G5 Mailboxes, Mail, Mailbox Keys Mailbox Keys Maintenance Staff Work Orders/Service Requests Off-Duty Independent Contracting of Park Millennium Staff Manager of the Park Millennium Property	31 31 32 32 32 32 32 32 33 33 33 33
Lights and Decorations Loading Dock G5 Mailboxes, Mail, Mailbox Keys Mailbox Keys Maintenance Staff Work Orders/Service Requests Off-Duty Independent Contracting of Park Millennium Staff Manager of the Park Millennium Property Moving In-Out	31 31 32 32 32 32 32 33 33 33 33 33
Lights and Decorations Loading Dock G5 Mailboxes, Mail, Mailbox Keys Mailbox Keys Maintenance Staff Work Orders/Service Requests Off-Duty Independent Contracting of Park Millennium Staff Manager of the Park Millennium Property Moving In-Out Noise and Conduct	31 31 32 32 32 32 32 33 33 33 33 33 33 33 33
Lights and Decorations Loading Dock G5 Mailboxes, Mail, Mailbox Keys Mailbox Keys Maintenance Staff Work Orders/Service Requests Off-Duty Independent Contracting of Park Millennium Staff Manager of the Park Millennium Property Moving In-Out Noise and Conduct Noise Policy	31 31 32 32 32 32 32 33 33 33 33 33 33 33 33
Lights and Decorations Loading Dock G5 Mailboxes, Mail, Mailbox Keys Mailbox Keys Maintenance Staff Work Orders/Service Requests Off-Duty Independent Contracting of Park Millennium Staff Manager of the Park Millennium Property Moving In-Out Noise and Conduct Noise Policy Specific Noises Prohibited	31 31 32 32 32 32 32 33 33 33 33 33
Lights and Decorations Loading Dock G5 Mailboxes, Mail, Mailbox Keys Maintenance Staff Work Orders/Service Requests Off-Duty Independent Contracting of Park Millennium Staff Manager of the Park Millennium Property Moving In-Out Noise and Conduct Noise Policy Specific Noises Prohibited Noise Complaints	31 31 32 32 32 32 32 32 33 33 33 33 33 33 33
Lights and Decorations Loading Dock G5 Mailboxes, Mail, Mailbox Keys Mailbox Keys Maintenance Staff Work Orders/Service Requests Off-Duty Independent Contracting of Park Millennium Staff Manager of the Park Millennium Property Moving In-Out Noise and Conduct Noise Policy Specific Noises Prohibited Noise Complaints	31 31 32 32 32 32 32 32 33 33 33 33
Lights and Decorations Loading Dock G5 Mailboxes, Mail, Mailbox Keys Mailbox Keys Maintenance Staff Work Orders/Service Requests Off-Duty Independent Contracting of Park Millennium Staff Manager of the Park Millennium Property Moving In-Out Noise and Conduct Noise and Conduct Noise Policy Specific Noises Prohibited Noise Complaints Odors General Information on the building's ventilation system and impact on Odors:	31 31 32 33 34 34 34 34 35 35 36

Plumbing	37
Clogged Drains	
Leaks/Floods	
Water Damage to your Unit from another Unit	
Water Damage from Common Elements	
Pool & Hot Tub	
Rooftop Access	
Sales (Garage, Yard, Estate, House, etc.)	
Security and Safety	
Signs & Advertising	
Smoking	
Solicitations, Canvassing, Leafleting, or Petitioning	
Statement of Account	40
Storage Lockers and Storage Rooms	40
Trash and Recycling	40
Large Item Disposal	40
Recycling	41
Recycling Electronics and Batteries	41
Unit Doors	41
Use and Occupancy Restrictions	42
Vandalism	42
Water Beds and Water Furniture	43
Window Treatments	43
Pet Rules & Regulations	44
Introduction	44
Pet Ownership at Park Millennium	44
Overview	44
Requirements for Pet Ownership	44
Pet Conduct at Park Millennium	45
Resale of Units Rules & Regulations	46
General	46
Responsibility of the Seller	46
New Owner Requirements	46
Leasing Rental Tenant Rules & Regulations	48
Lease Terms	
Construction Rules & Regulations	49

Section I Construction Categories	49
Category A	
Category B	49
Category C	
Category D	
Section II Pre-Construction Requirements	51
Insurance	51
Permits, Fees and Notices	51
Submittal of Plan	51
Section III Construction Requirements	
General	
Neighbor Notification	
Corridor/Other Unit Protection	
Storage of Materials	
Acoustical Details	
Finished Flooring Acoustical Requirements	53
Variance to Flooring Specifications	53
Mechanical Equipment – Acoustical Vibration Isolation	53
Structural Loading of Finished Flooring	
Shut Downs	
Clean-Up	
Coring, Cutting, Patching and Welding Procedures	55
Report of Accidents	55
Inspection	55
Enforcement of the Construction Rules	55

PARK MILLENNIUM RULES & REGULATIONS

Preamble

WHEREAS, the Board of Directors of The Park Millennium Condominium Association is empowered to adopt rules and regulations governing the Residential Units and the Common Elements pursuant to the Declaration of Condominium Ownership and By-Laws. These rules are applicable to all owners, tenants, guests, invitees, or any others who occupy or use the common areas and this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

Introduction

No resident shall do or 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. The Park Millennium Declaration of Condominium Ownership subjects all homeowners to general covenants, while the By-Laws and Rules and Regulations provide specific guidelines for day-to-day living. The following rules and regulations help to ensure that Park Millennium continues to be an

attractive, highly valued, safe, harmonious and desirable place to live.

These Rules and Regulations do not supersede or change the Declaration, By-Laws, and/or state/federal regulations in any manner. They are, however, equally enforceable under the law.

Definitions

In the event a term is used in the Rules which is not defined, its definition shall be determined by referring, in the order its definition as used in the Illinois Condominium Property Act, the Park Millennium Declarations and By-Laws, in its common usage within the Park Millennium Condominium Association, or in its commonly understood meaning.

The ACT: The most current Illinois Condominium Property Act.

- CHARGE: Any amount which the Board may assess or levy against an Owner, either individually or collectively, including regular monthly assessments, special assessments, fines, expenses and/or which are levied pursuant to the Declaration, By-laws or the Rules and Regulations.
- ASSOCIATION: The Park Millennium Condominium Association, an Illinois not-forprofit corporation.
- BOARD: The Board of Directors (sometimes referred to as the Board of Managers) of the Park Millennium Condominium Association. The persons determined pursuant to the Declaration who are vested with authority and responsibility of administering the property.
- BY-LAWS: The provisions for the administration of the Property including, but not limited to, assessment, maintenance, use, occupancy, sale, leasing and alienation. Articles 5, 6 and 7 of the Declaration constitute the By-Laws of the Association in their entirety.
- COMMERCIAL UNIT: A unit located within the Property designed for commercial use.
- COMMON AREAS OR COMMON ELEMENTS: The Common Elements consist of all portions of the Property, except the Units.
- COMMON EXPENSE: The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board, including, without limitation, the expenses of maintenance, repair, administration and operation of the Common Elements.
- DECLARATION: The Declaration of the Park Millennium Condominium Association is the governing document for the condominium association. It contains information such as the defined common elements, use, Occupancy and Maintenance of the Property.
- GOOD STANDING: Means Unit Owners without current payment delinquencies, late charges, collection costs, and not in violation of any governing document provisions, including the Declaration and/or Rules.
- GUEST/VISITOR: A GUEST is a person(s) with authorized use of a Unit for 3 weeks or less. A VISITOR is a person visiting a unit occupant.
- LIMITED COMMON ELEMENT: A limited Common Element of the Association, are those parts of the property serving exclusively a single Unit or adjoining Units (for example, balconies are limited Common Elements of the Association).
- MANAGEMENT COMPANY: A company contracted by the Board to perform Management services for the Association.
- MANAGEMENT OFFICE: The office is located on the first floor adjacent to the Business Center.
- MANAGER: The person employed by the Management Company to operate the Management Office.

MEMBER: A member of the Association; AKA a Unit Owner.

ORDINANCE: The Municipal Code of the City of Chicago, Illinois.

- PARK MILLENNIUM CONDOMINIUM ASSOCIATION: An Illinois not-for-profit organization for the property located at 222 N Columbus Drive, Chicago Illinois.
- PROPERTY: The Park Millennium Building located at 222 N Columbus Drive, Chicago, Illinois.
- RESIDENT: Person or persons occupying a Unit on a regular basis whether or not it is the Unit Owner.
- RULES OR RULES AND REGULATIONS: These Rules and Regulations of the Association, as adopted pursuant to powers assigned to the Association and the Board.
- UNIT: A part of the Property established in the declaration for residential or commercial use.
- UNIT OWNER: Person(s) whose interest(s) make up a fee simple ownership in a Unit located within the Park Millennium Property as per the Cook County Recorder of Deeds.

Enforcement of the Rules & Regulations

Any non-compliance with these rules or governing documents by any owner, tenant, guest, family member, or invitee, will be the responsibility of the Unit Owner.

Complaints

Any resident may report a violation of these Rules and Regulations to the Front Desk or Management Office staff.

Notice of Violation

- Upon report of a violation, the Management staff will attempt to verify the complaint and if it is deemed a violation has occurred then they will give notice of the violation to the UNIT OWNER associated with the identified party/parties.
- At the Board's discretion, a warning letter may be issued instead of a notice of Violation and Fine.
- The Violation Notice will be in writing to the Unit Owner, with a copy of the letter sent to the tenant or resident if appropriate.
- The notification will describe the nature of the violation, associated details, and the levied penalty/fine.
- The notification will be sent to the UNIT OWNER or for Units held in trust, the notices will be sent to the address of the trustee or to such address as has been previously provided to the Management Office by the trustee or the beneficial owner of the trust.

The notification will be sent by one or more of the following:

- 1. Registered mail
- 2. E-mail (to the email address on file for UNIT OWNER)
- 3. Direct Delivery or Package List notification with a printed notice left at the Front Desk requiring signature of receipt in the package log.
- Notice is deemed served by mail on the 2nd day following deposit in the U.S. Mail or the sending of email, or when the notice is signed as received at the front desk.
- In the case of a UNIT OWNER'S tenant or guest causing the violation, the tenant/resident will also be notified by a copy of the letter placed in the accused person's Unit.
- If the violation is such that serious, immediate or irreparable consequences may occur due to delay, the Management Office may request the Board forward the matter immediately to the Association's attorney for appropriate action.
- All legal expenses and costs incurred, including but not limited to attorney's fees and staff time may be charged to the Unit Owner.

Appealing a Violation

- Any UNIT OWNER receiving a violation letter and notice of penalty, may request a hearing before the Board by submitting a written request to the Management Office within fifteen (15) business days of being served notice of the violation. No enforcement fine will be imposed until after the hearing.
- Failure to request a hearing within fifteen (15) business days of service of the Notice of Violation will be considered a waiver of the right to a hearing.

- Unless an extension is mutually agreed to by the Board and the UNIT OWNER, hearings will be held within thirty (30) business days of the request.
- The date and time of the hearing will be confirmed by either certified mail, email, phone call or other such notification deemed appropriate.

<u>Hearings</u>

- The UNIT OWNER and/or designees may exam the evidence of the violation provided to the Board as well as provide additional evidence or commentary regarding the violation notice.
- Upon conclusion of the hearing, a decision to sustain, modify, or overturn the violation and proposed fine will be made at the next public Board meeting. This decision shall be final and binding on the Unit Owner.
- Within fourteen (14) days following the Board Meeting, the Board will issue in writing its determination regarding the violation to the Unit Owner, with a copy sent to the accused person if applicable, by Registered mail, E-mail (to the email address on file for UNIT OWNER).

Payment of Penalties Resulting from Violations

- Fines for uncontested violations must be paid within forty-five (45) days of the notification date. If payment is not received, then additional late penalties consistent with the customary business practice of the Association will apply. All unpaid fines are subject to the collection and late payment policy of the Association.
- Notice is deemed served by mail on the 2nd day following deposit in the U.S. Mail or the sending of email, or when the notice is signed as received at the front desk.
- All expenses including all legal costs of enforcing the Park Millennium rules and regulations will be borne by the Unit Owner even if the violator is a tenant, guest, or other invitee.

Penalties, Fines and Enforcement

- Violations will be labeled as First, Second, Third, etc. for subsequent occurrences of the same offense. A schedule of fines has been adopted and is available online or by request from the Management Office. Subsequent violations will incur higher penalties at the discretion of the Board.
- Enforcement of these Rules and Regulations in addition to other means provided by law may result in multiple violations and/or in the case of egregious offenses, may result in fines greater than the standard schedule per violation unless otherwise specified herein.
- Fines, warning letters, and police reports are a matter of public record, and as such the individuals or Units involved may be publicly identified in oral or written communications including but not limited to Association documents.
- Abuse or misuse of a common amenity may result in both a fine and revocation of amenity use privileges for a specified time.

Eviction Proceedings

Pursuant to the Illinois Condominium Property Act, the Board may maintain an action for possession under the Illinois Forcible Entry and Detainer Act, (Article IX of the Code of Civil Procedure) to evict an owner or a tenant from a Unit for violations of the rules and regulations.

All expenses including all legal costs of enforcing the Park Millennium rules and regulations will be borne by the offending party and/or the Unit Owner (if the offending party is a tenant).

RULES & REGULATIONS REGARDING USE, ADMINISTRATION AND APPEARANCE OF PARK MILLENNIUM

Access to Units

- Unit Owners must deposit a key to their Unit door(s) with the Management Office to be used for access.
- Association Staff may enter a Unit with reasonable notice to perform service to the Unit, Limited Common Elements, or to the Common Elements. The Association staff may also enter a Unit to investigate a complaint of a nuisance or annoyance existing within the Unit. In emergency situations in which advance notice of entry is not possible, the unit owner and/or resident will be notified of such entry as soon as possible.
- A "Notice of Entry" will be left in the Unit when Association Staff enter a Unit and the resident is not at home.
- If an owner has not deposited a key and an emergency situation arises, such as a water leak, fire, or other danger which requires access to the Unit, the Board may have the lock(s) to the front door of the Unit drilled or take other measures necessary to gain access to the Unit. The Association, staff or agents will not be liable for any damage resulting from such forced entry. All costs or repairs will be the sole responsibility of the Unit Owner.

Alterations to Common Areas

• Common Areas consist of all portions of the Property, except the Units, and the Limited Common Elements. No alterations of any kind may be made without prior written approval of the Board.

Antennas & Satellite Dishes

• Antennas and satellite dishes are not allowed outside the Unit, including outside walls or on Unit balconies, except as provided for by government regulations.

Appliances

- Maintenance, repair, or replacement of appliances within individual Units is the responsibility of the Unit Owner. Unit Owners are responsible for the costs of said maintenance, repairs or replacements.
- Installation of all appliances which connect to a limited common element or common element such as a water line, including but not limited to refrigerators, dishwashers, washers/dryers, whirlpool baths, etc., requires prior approval per the construction rules.
- If any appliance located within a unit threatens actual or potential damage to the Common Elements, or to other Units, then the Association will intervene and mandate repairs

Assessments, Charges, and Collections

Assessments

• All monthly assessments, special assessments or any other lawful fees including, without limitation, any maintenance charges, service fees, late charges, and fines are due and payable on or before the first (1st) of each month. Payments received after the fifteenth (15th) day of the month are considered late and subject to a late charge. Payment must be for the full amount owed to avoid late payment charges.

Payment options

- Owners may pay fees by check payable to the Park Millennium Condominium Association or via enrollment in the direct debit program. Unit owners may contact the Management Office or check online for specific details regarding direct debit payment enrollment.
- Information regarding additional payment options is available online or from the Management Office.

Late Payment and other Charges

- Payments received after the fifteenth (15th) of each month are considered late payments and are subject to a late payment charge. The late payment charge will be added to and deemed part of the Owner's account.
- Payments that are rejected due to not sufficient funds (NSF) are subject to an NSF charge plus any bank service charges.
- All fines and late fees shall be collected by the Association in the same manner as unpaid charges, and shall constitute a lien on the Unit until paid.
- When payments are made to an account with outstanding balance, the money is applied first to the past due amounts. Any funds in excess of the past due amount will be applied to current charges. This means that Late Fees will continue to accumulate to unpaid balances.

Late Payment Collection Procedure

- A late fee charge will be applied to unpaid balances on the 16th of the month and a notice of the charge is sent to the Unit Owner.
- For an account that is 60 days delinquent, the Unit Owner will be sent a demand letter requiring full payment within 10 days or the matter will be referred to the Association's attorney to pursue collection, eviction, or other appropriate legal action such as placing a lien on the Unit.
- All expenses, including all legal costs incurred by the Association or its representative(s), including reasonable attorneys' fees, courts costs and expenses of litigation will be borne by the Unit Owner.
- Use of Park Millennium amenities (pool, fitness center, club room, business center, and conference rooms) is contingent upon a status of Good Standing. Good Standing means current with regard to payments of assessments, no current delinquencies, no unpaid late charges and interest, no unpaid collection costs, and not in violation of any governing document provisions, including the Declaration and/or Rules. Five (5) days in advance of restricting access to building amenities, a letter will be sent to the Unit Owner. Use of the amenities will be returned within one (1) business day of attaining good standing.

Liability of Unit Owners for their Lessees

• Service charges, damage charges, fines and penalties, or other expenses resulting from a lessee's activities will be applied to the Unit Owner's Account. Unit Owners are responsible for any and all service charges created by their lessees. It is the Unit Owner's responsibility to collect these monies from the lessee. The Association will apply all appropriate charges to the Unit Owners account

<u>Attire</u>

- Proper attire (including shirts and footwear) must be worn in all Common Areas.
- Bathing suits are permitted in the pool area and on the patio. Footwear is required in all common areas except the pool area.

• When walking to and from the patio, pool area or recreational facilities inside the building, cover-ups and footwear must be worn.

Awnings or Sunroofs

• No exterior awning, sunroof, canopy or shutter of any type is permitted without Board approval.

Balconies and Terraces

- In accordance with the Declaration, balconies or terrace are limited common elements of those Units to which they are attached. Owners are responsible for any and all harm caused by objects which fall, are thrown, or are blown from balconies or patios.
- Painting, enclosure installation, or any other permanent alteration of the balcony or terrace is not permitted without prior written Board approval. Excepted as noted, balconies may not be decorated, enclosed, altered or the appearance changed in any way without prior written consent of the Board.
- No objects may be dropped, swept or thrown from the balconies or patios, including but not limited to water, cigarettes, fireworks, debris, garbage, plant maintenance products and cleaning materials.
- No items may project outside of the balcony or terraces, including but not limited to planter boxes, mops, laundry, flags or bunting. Planter boxes must not be placed on balcony railings.
- A portable, removable U.S. flag that is no larger than four and a half feet by six feet (4'6" x 6') may be displayed in a respectful way, in accordance with applicable regulations. Residents should take care to avoid loudly flapping flags or chains that rattle that may pose a nuisance to a neighbor.
- Balconies may not be used for storage, other than for seasonal storage of gas or electric grills, lawn/patio chairs, and other items usually associated with balconies. Bicycles or motorcycles cannot be parked or stored on balconies or patios.
- Banners and wind chimes are not allowed on the balcony. Clothing, sheets, blankets, lights, laundry, and similar objects must not be hung or exposed on balconies or patios.
- Noise levels from all sources within the Unit, or on the balcony, must be kept low enough to prevent disturbing one's neighbors. Radios, stereos, televisions, or other electronic devices brought on the balconies or patios must be used with headphones.
- Nothing may obstruct drainage of the pitched balcony. No flooring materials, adhesive or otherwise, are permitted.
- ONLY gas and electric grills are allowed on the balconies and patios. Gas grills must have an electric starter. Grills must be properly secured so they are protected from the wind. Absolutely no charcoal grills or liquid charcoal starter fuel are permitted. Residents with grills must have a working fire extinguisher in the Unit.
- If it comes to the attention of the Association that an item placed on a balcony is potentially dangerous or harmful, as determined by the Association; then it must be removed immediately. The Association will use best efforts to contact the Owner or Tenant. If the Owner or tenant cannot be immediately contacted, then the Association may elect to remove the item at any time. If the Association staff is required to remove the item, then a service charge may be applied to Owner's account.

Bed Bug Ordinance

• As of 12/23/2013 the City of Chicago has enacted an ordinance regarding the control of bed bugs

that impacts condominium associations.

- The Ordinance requires that every association must draft a plan for the detection, inspection and treatment of bed bugs. This Plan is available upon request from the management office.
- Unit Owners and Residents are required to:
 - To immediately notify the management office of any suspected or known infestation in their unit, clothing, furniture or personal property.
 - To cooperate with the Association in the control, treatment and eradication of the bed bugs, including granting access at reasonable times upon reasonable notice for inspections and treatments.
 - To properly dispose of any personal property that cannot treated or cleaned by the pest management services.
 - Reimburse the Association for costs related to Unit specific treatment.
 - Additional information can be found on Chicago's Department of Public Health website.

Bicycles, Bicycle Room, Bicycle Rack

- All bicycles must be registered and the resident must pay the Bicycle fee applied as a monthly charge. Owners de-registering their bike after the first of the month will not be issued a refund for the current month.
- Registration forms can be found online or obtained from the Management Office. Upon submission of the registration form, a key to the bicycle room will be provided. Unless approved for In-Unit Bicycle storage, all Bicycles must be parked in the Bicycle Room's assigned numbered space provided at the time of bicycle registration.
- Any bicycle improperly stored in the bicycle storage room (i.e., wrong space, not registered, etc.) will be removed. If the removed bicycle can be traced to a Unit Owner, then the Unit Owner will be charged for a minimum of 1 hr. of maintenance staff time and notified to claim their property. If the bicycle is not claimed within thirty (30) days, then the bicycle will be discarded, donated or sold at the discretion of the Board.
- Bicycles and/or tricycles: may not be in the front lobby or transported through the front entrance; may not be stored or parked on balconies or patios; must be walked, not ridden, and cannot be left unattended in the Common Areas; must not be locked to the fence or to the sides of the bicycle storage structures; may not be transported in the Park Millennium residential elevator unless approved for in-unit storage; and may not be stored in a residential Unit, unless approved for In-Unit Bicycle storage.

In-Unit Bicycle Storage

- Residents wishing to store their bicycles in their unit must request approval from the Board in writing including their rationale for requesting the In-Unit Bicycle storage option. Residents approved for the in-unit bicycle storage option must abide by a policy of courtesy towards Park Millennium residents (for example, bicycle owners using the passenger elevators to transport their bicycles must yield to other residents). Failure to do so, and if complaints are received, the resident may be fined and/or have the in-unit bicycle storage privilege revoked.
- Bicycles may not be stored in a unit until formal Board approval is received. Once approved, a bicycle in-unit storage fee will be charged monthly.

Bicycle Room

• Assignment of parking spaces in one of the Bicycle Rooms is on a first come first served basis. It is the responsibility of each Resident to secure his or her bicycle to prevent theft or unauthorized use. Bicycles should be transported to and from the Bicycle Room by way of the Garage elevators or by the entry/exit of the Garage.

• The Association, Board and Management Company, and their employees are not responsible for any damage or theft to any bicycles or bicycle equipment stored in the Bicycle Room. Unregistered bicycles and bicycles not displaying a registration decal will be removed and disposed of with no liability to the Association, Board, Management Company or their employees.

Bicycle Rack (Exterior)

• The bicycle rack adjacent to the east side of the building is a common element and for temporary parking only.

Board of Directors, Board Meetings & Association Records

- The Board of Directors of the Park Millennium Condominium Association is comprised of five Owners elected by the Owners for a two (2) year term. On even numbered years three (3) Board positions are open to election. On odd numbered years two (2) Board Positions are open to election.
- Pursuant to the Declaration, the Board is vested with authority and responsibility of administering the Property. The Illinois Condominium Property Act requires that the Board meet no less than four (4) times a year. Board meetings, except executive sessions as permitted by law, are open to all Owners. Owners are encouraged to attend. The time for the Board meetings will be posted at least 48 hours in advance.
- As required by law, the books and records of the Association are available for the inspection of Owners in accordance with the Act. Requests must be submitted in writing. Fees may be imposed for copies of records or if excessive staff time is required.

Committees

- There are four (4) standing committees of the Association. Residents are welcome to attend committee meetings. Meeting notices are posted on the elevator monitors, the Association's webpage, and via email notices from the management.
- <u>Operations Committee</u>: Reviews competitive bids and recommends contracts for services. Reviews standard operating procedures for the Association
- <u>Community Committee</u>: Reviews and recommends decorative and aesthetic updates to Association Common Elements. Recommends and plans social events for residents.
- <u>Rules and Regulations</u>: Reviews and recommends changes to the Rules and Regulations of the Association.
- <u>Finance</u>: Reviews monthly financial statements and the independent annual financial audit. Drafts and recommends annual budget and spending plan.

Bulletin Board

• A Bulletin Board intended for resident postings is located in the hallway adjacent to the management office and business center. Notices should be no larger than 8½" x 11." All notices must be approved, initialed, and dated by the Management Office prior to posting. Based on availability of space, length of posting, or timeliness of notice, items will be removed at the discretion of the Association.

Business Center

- The Business Center is for use by residents twenty-four (24) hours a day, seven (7) days a week.
- The following are prohibited in the business center: Pets, Food, and Beverages when sitting at a computer station; or speaking on a cell phone.

• Audio devices (like MP3 players) must be used with earphones and must not disturb other people in the business center. Children under the age of sixteen (16) must be accompanied by an adult at all times while in the Business Center.

Business Center Computers

• There are a limited number of computers in the Business Center. Use of computers is limited to forty-five (45) minutes if others are waiting to use them.

Business Center Don'ts

- Do not remove the Ethernet cable from the back of any computer or remove any computer hardware.
- Do not connect a laptop into an Ethernet cable connected to one of the computers (NOTE: workstations without computers are available for use with personal laptops).
- Do not "stake out" a workstation (with or without a computer). Workstations may not be left unattended with your belongings for more than (10) minutes.
- Do not alter any pre-installed software or attempt to install additional software. Residents may submit requests for additional software to the Management Office.
- Do not use the computers for any illegal activity including downloaded pirated copyrighted material.
- Do not view or download pornographic material.

Business Center Fax Machine, Copy Machine and Printer

- The business center fax machine is intended for occasional faxing needs. Residents may not monopolize the fax machine with large fax jobs. The use of the fax machine is on a first come basis. The fax machine cannot make international calls. International faxes may be sent from the Management Office for a fee.
- The copy machine and printer are intended for small jobs (twenty-five (25) pages or less).

Cable Television and Internet Access

Cable/Satellite Television

- A non-optional monthly "cable/TV" charge is applied to the monthly statement for each unit.
- Residents may subscribe for additional programming services by contacting the Association's preferred Bulk Vendor directly. Contact information is available online or from the management office.
- Residents may inquire about additional vendors or other options by contacting the management office.

Internet Access

• The Association contracts for high speed internet access to all units. A non-optional monthly "internet" charge is applied to the monthly statement for each unit. Residents may subscribe for additional services by contacting the Vendor directly. Contact information is available online or from the management office.

Carts/Wheelchair

• The Association maintains several hotel-type carts to facilitate transporting small items to a Unit (available at the Front Desk). Due to high demand, use of the Luggage Carts and the wheelchair is limited to a maximum of thirty (30) minutes at a time. To check out a cart or wheelchair, residents must sign the log at the front desk and leave a Photo ID with the front desk personnel until the cart is returned. Use of the cart and wheelchair

is restricted to the building and the parking garage and must be returned to the front desk.

- If after 30 minutes, there are no other residents waiting to use a cart and/or other carts are available, the cart may be checked out for another 30 minute period.
- Failure to return a cart or wheelchair to the front desk on time may result in a fine.

<u>Children</u>

- Children (under the age of 12 years) may not:
 - Play or loiter in stairwells, hallways, vestibules, elevators, the lobby, fitness center, garage, or any other Common Areas of the building;
 - Be left unattended or under the supervision of Park Millennium personnel or under the supervision of Park Millennium in any Common Area;
 - Impede others from entering or exiting the building or create a dangers to themselves and others;
 - Operate the emergency controls in the elevators;
 - Use the elevator unless accompanied by an adult.
- Children under the age of sixteen (16) must be accompanied by an adult at all times while in the Fitness Center, pool, business center, patio, and/or Club Room.
- Children under the age of sixteen (16) are not permitted to use any equipment in the Fitness Center.

<u>Christmas Trees</u>

• Live Christmas trees are prohibited at Park Millennium. Artificial Christmas trees are permitted.

Club Room (AKA Media, Party, or Event Room)

- The Club Room is intended for the social use of Park Millennium residents and is open twenty-four (24) hours a day, seven (7) days a week unless reserved for a private function or Association meeting.
- Smoking is prohibited in the Club Room.
- There may not be more than 6 guests per unit in the Club Room unless the resident has reserved the Club Room.
- When not physically present, Residents may not leave books, coats, backpacks, or any other item unattended or as a way to hold space.
- No sleeping is permitted in the Club Room.

Reserving the Club Room for a private function

- The Club Room may be reserved during the hours of 8:00 a.m. 1:00 a.m.
- The Room may be reserved for 8 hours at a time. Consecutive or "back to back" reservations are allowed.
- Residents wishing exclusive use of the Club Room must fill out a Reservation form, available online or from the Management Office. The reservation form is to be accompanied by a non-refundable use-and- cleaning fee and a refundable security deposit for non-owner residents. Use of the Club Room is not guaranteed until all fees are paid.
- Reservations may be made up to a maximum of a year in advance. Reservations are taken on a first-come, first-served basis. If a reservation is made for less than the 8 hr. time frame, fees will not be pro-rated.

- When reserved for a private function, residents may not charge a fee to guests for admission, attendance, food or drinks.
- No more than fifty (50) persons are permitted in the Club Room private function. The resident making the exclusive use reservation must be present at all times during the event for which the room is reserved. A list of non-resident guests must be submitted to the Management Office or the Front Desk prior to the date of the event. Non-resident guests who have not been included on the list will not be admitted unless authorization can be obtained per the standard Visitor sign-in process.
- A list of catering, party rental, entertainment or other firms servicing the event and their current certificates of insurance must also be provided to the Management Office three (3) days prior to the event. Service providers are responsible for their own parking.
- Residents using the Club room assume 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 by any attendee, service provider or other person present at or entering the premises in connection with the event for which the Club room has been reserved.
- Live or recorded music or entertainment is permitted only with prior written permission. In all cases, there may not be any noise that causes a disturbance to other residents.
- Events with a majority of attendees include persons under the age of 18 must have one (1) adult present for every eight (8) minors in attendance.
- The Club Room must be returned to pre-event cleanliness, including furniture layout, or charges may be assessed.

Club Room Damage and/or Cleaning

- No trash or debris may be left in the Club Room after a private event. The furniture must be returned to original layout after a private event.
- Cost of any damages, cleaning, and/or furniture repositioning will be deducted from the security deposit for non-owner residents. Costs which exceeds the amount of the security deposit will charged to the resident or Unit Owner.
- Cost of any damages, cleaning, and/or furniture repositioning for a Unit Owner reservation will be applied directly to the Unit Owner's account.

Commercial Units

- There are three (3) Commercial Units (C1, C2, and C3) designated in the Park Millennium Declaration. Except as noted in the Declaration, Commercial Unit Owners and their guests must abide by these rules while in the Common areas and amenities.
- Only the Commercial Unit Owner or primary Lessee may use the amenities (fitness center, pool, business center, etc.). Non-Park Millennium residents who are Guests or Employees of the Commercial Units are not eligible to use the amenities (fitness center, pool, business center, etc.).

Common Areas (AKA Common Elements)

- Common Areas or Common Elements include the Amenities, Hallways, Lobby, Unit Doors, Stairwells, Pedway, Elevators and other Public Areas within the building. Please report any spills and other mishaps, including those affecting the elevators, to the Front Desk or Management Office staff.
- Any activity that would generate substantial traffic or inconvenience to any other Resident in any Common Area shall be prohibited unless prior Board approval has been obtained. The lobby cannot be used to conduct business transactions.

- No entrances, vestibules, elevators, stairwells, corridors, areas outside of storage lockers in designated Storage Areas, or any other Common Area may be obstructed or used in any way except as designated for use as a Common Area. Storage of any kind is prohibited on or in any Common Areas unless the area is expressly designated for that purpose.
- Conduct must be appropriate to the intended use of the specific common element. This includes, but is not limited to the prohibition of screaming, running, or playing games.
- Residents are prohibited from posting notices, signs, advertisements, signals, or illuminations in any common or limited common area of the building, except as authorized by the Management office on the bulletin boards designated for Residents' use.
- Running, skateboarding, skating or riding bicycles or related vehicles in any common area is not permitted at any time.
- Motorized Vehicles. Gas powered vehicles of any kind are not allowed on or within the common areas or condominium units. A personal electric vehicle (skateboard, Segway, etc.) used primarily as a recreational vehicle or for traveling short distances, may be stored in a Unit if it does not exceed the general dimensions of the Association's luggage carts. However, no person may operate a personal electric vehicle (skateboards, Segway, etc.) on or within a common area. The item must be carried or pushed manually when transporting to and from a Unit. Vehicles utilized primarily as an assistive device to increase, maintain, or improve the mobility of a physically challenged person are exempt from these restrictions.

Damage to Common Areas

- Any damage to a Common Area by the conduct of an Owner or the Owner's family, tenants, or guests, will be repaired by the Association and the cost assessed to the Unit Owner.
- In addition to repair costs, damaging the Common Areas may also result in a violation and fine.

Construction (See separate section regarding Construction in Units)

Conference rooms

- Conference rooms may be reserved per the schedule of fees. Residents may also check out the conference call speaker phone (U.S. calls only) for an additional fee.
- Conference rooms are available for use by residents. If a resident is using the room for quiet study/work, others may also use the room for quiet study/work subject to space availability. The conference room may be used at any time (24 hour access). If locked, a key may be signed out from the Front Desk.
- Unit Owners and Residents may reserve the room for meeting purposes for a maximum of four (4) hours at a time at least two (2) hours in advance. No one may reserve the conference room for more than a total of 16 hours in each month. During any time that the conference room is not reserved, the rooms are available for ad hoc use. Reservations for conference rooms must be made a minimum of two (2) hours in advance.
- If you reserve a conference room and later decide not to use the time, you are required to inform the Front Desk so that others may utilize the room. Failure to cancel the reservation, reserving more time than needed, or not occupying the reserved room within the first 30 minutes or a reservation may result in a violation or restriction of conference room privileges.

- Residents may not "hold" the space by leaving items unattended (i.e. books, laptops, coats, etc.). If the room is not being physically occupied, the reservation, if any, is deemed void, and the room may be used by others.
- The resident using the room is fully responsible for ensuring the room is left clean and orderly. Damage to the room or its furniture will result in violations and/or repair charges.

Deliveries and Packages

- The Front Desk will accept package deliveries (except large items delivered via the loading dock on G5) for residents who have signed a Package Waiver Form. While the Association will use best efforts to ensure packages get to the intended recipient, on rare occasions packages are misplaced. The Association will not reimburse for any lost or misplaced packages. Any resident who uses this service accepts this possibility. If you wish to opt out of this service, it is your responsibility to make alternate arrangements with the shipping agent and notify the Management Office that you do not wish the Association to accept packages on your behalf.
- The primary form of notification is the Package List that can be viewed in the lobby, on the monitor near the mail boxes, and online. As time allows, phone calls to the recipient will be made for fresh flowers, fruit, items requiring refrigeration, etc. Refrigeration is not provided for any delivery (food, flowers, medications, etc.). Any perishable item that is not picked up prior to creating an odor or potential pest issue will be discarded at the Association's discretion.
- Packages greater than 3' X 3' X 3', of excessive weight, excessive quantity, or unable to be reasonably moved by Association staff may be refused at the Association's discretion.
- The package room is not intended for storage. Residents who are away for prolonged periods (in general, ≥2 weeks) must make accommodations for their packages to be picked up. During times when there are a lot of deliveries (i.e., Holidays) or when multiple packages accumulate for any Unit, then the Association staff may opt to deliver the packages to the Unit. A fee will be applied to the Unit Owner's account for this service whether or not the Unit is currently occupied by a tenant. It is the Unit Owner's responsibility to collect any delivery fees from their tenant.
- Residents may also arrange for Association staff to accept large deliveries at the Loading Dock. Fees will apply.

Driveway Drop-off

- The semi-circular driveway in the front of the building is intended for active loading and unloading of passengers or car contents. Cars may not be parked in the driveway in a way that blocks vehicle movement.
- Alternatively, 15 min parking (wait) zones are available along South Water Drive.
- At no time should the drop off area be blocked with unattended vehicles. Cars with significant unloading must to pull to the far left side as allow other vehicles to drive through or use the Waiting Zone on the street.
- Unattended vehicles or blocking the driveway drop-off area will result in violations, fines, and/or towing. Violation and fines will be attributed to the Unit Owner, even if the offending vehicle is operated by a tenant, guest, or vendor.

<u>Electrical</u>

• Maintenance, repair or replacement of all electrical appliances and light bulbs within a Unit is the responsibility of the Unit Owner.

- The circuit breaker box and all subsequent wiring distribution within a unit is the responsibility of the unit owner. All electrical work must conform to Chicago Building codes as well as Park Millennium rules for Construction in Units.
- Utility owned electricity meters are located on various floors throughout the building. Should you need to view the meter associated with your Unit, please contact the Management Office. Electrical conduit and wiring from the individual Unit meter to the Unit's circuit breaker box is considered a Limited Common Element.
- Utilities have been deregulated in Illinois providing consumer options. Additional information may be found on the Citizen Utility Board website (www.citizensutili-tyboard.org)

Elevator- Passenger

• The building has five passenger elevators and one Freight/Service elevator. In addition, there are two (2) elevators used to access the Parking and Pedway levels. These 2 elevators are owned/operated by the Garage Owner.

Elevator Numbering Designation

• Standing in the elevator vestibule closest to the lobby and facing toward the management office: The three (3) elevators to the left service floors 2-35 and are numbered 1, 2, and 3 respectfully; the first 2 elevators on the right service floors 2, 36-52 and are numbered 6 and 5 respectfully. The elevator labeled number 4 is the Freight elevator and services ALL floors of the building.

Elevator Numbering					
To Management Office	# 4	# 5	# 6	To Lobby	
<u> </u>					
	# 3	# 2	# 1		

Elevator Numbering

General Elevator Do's and Don'ts

- No one shall unnecessarily hold or otherwise interfere with the normal operation of the elevators, unless granted permission by the Management Office. By Ordinance, smoking or the carrying of lighted smoking materials is not permitted in the elevators.
- Residents may not allow their children or child age guests to play in the elevators. Young children unable to operate the emergency buttons are not permitted to ride elevators unescorted.
- Residents must transport pets in cages, by carrying, or via short- leash (2-foot leash or less).
- No signs, posters, ads, and notices may be posted on or in the elevators without prior approval.
- In the event of a stalled elevator or emergency, remain calm and use the ALARM or red button to activate the intercom and request assistance. Never try to exit an elevator that is stopped or stalled between floors. Wait for trained personnel to assist you. In some elevator failures the heating/cooling system may not function. Even though the air may become warm or "stuffy", there is plenty of air circulating in the elevator and the shaft-way.
- In case of evacuation due to fire, Residents must use the stairways. Do not attempt to use the elevators!!

Elevator-Freight

- The Freight Elevator is used for moving in/out as well as ad hoc large deliveries. The inside of the Freight Elevator is approximately 6' deep by 7' wide and 8'5" high. The maximum weight capacity is 10,000 lbs.
- Existing reservations and available times may be viewed on the Park Millennium web page.
- Reservations for the Freight Elevator can be coordinated via the Front Desk Staff.
- Fees for using the freight elevator, including Move In/Out fees, are available on the Schedule of Fees, and must be paid prior to reserving the Freight elevator.
- Residents with a "one trip" need may check with a resident holding an existing reservation regarding a brief use of the Freight Elevator during the reserved time.
- Acknowledging that delivery vendors often provide a 2-4 hr. time frame for the date of delivery, Residents reserving a block of time for "one trip" or few items delivery, may need to share the freight elevator with other residents with similar needs.

Email and Electronic Notification

- In the spirit of cost effectiveness, owner convenience, and environmental impact, the Association will utilize an email opt-in process for all official notifications.
- The Association will distribute a form for Unit Owners to elect electronic notification for required official notices (such as Board Meetings, Annual Homeowner Meetings, Special Meetings, etc.)
- The selection of email notification is revocable at any time with written notice to the Management office.
- At such time, that greater than 75% of the Association's membership elects electronic notification, then a convenience fee may be imposed, as allowed, for those Owners who elect paper to cover the additional time and resources required supporting those notices.

Emergencies

- In case of an emergency, residents should first call 911. After calling 911, residents are encouraged to contact the front desk (312-337-4825) regarding the emergency.
- Emergency evacuation plans are posted on each floor near the elevators. Residents should familiarize themselves with their closest emergency exit as well as a second exit in case the first exit is blocked.
- Additional Safety tips include: Listen for and follow any instructions from the red emergency ceiling speakers located in each unit; Determine if you should shelter in place or evacuate the building; Face away from windows and glass; Move away from exterior walls; Do not use elevators; and while going down stairwells, stay to the right to allow emergency workers to come up.
- Residents should familiarize themselves with the Park Millennium Emergency Plan, available online or in the management office.

Financial Statements/Budget

- Each year (usually October or November), the Board distributes to all Unit Owners the proposed operating and reserve budgets for the upcoming fiscal year. Distribution of the proposed Budget will be done electronically unless the Unit Owner has requested to receive a hard copy of the proposed Budget. After distribution, a Special Owners Meeting is convened to allow Unit Owners an opportunity to discuss the proposed budget. A final budget is then adopted at the next available public Board meeting.
- The Association employs a certified public accounting firm to prepare annual financial

statements. These official audited financial statements may be required in real estate or mortgage transactions. The Association attempts to maintain the majority of commonly requested material available on website which may be downloaded free of charge. Fees may be imposed for requests of paper copies or electronic files generated by the Management Staff.

Firearms- Conceal and Carry

- The Association bears no responsibility in monitoring compliance with firearms rules and regulations.
- Residents of the Association are permitted to possess firearms in their units consistent with statutes and ordinances of the State of Illinois and City of Chicago respectively.
- Residents of the Association who are otherwise lawfully permitted to carry a concealed firearm are permitted to carry a concealed firearm during ingress and egress to/from units at the Association.
- Guests of residents may not carry a concealed firearm within any of the common elements of the Association or within any Association owned property.
- The concealed carry of firearms is otherwise specifically prohibited within the common elements of the Association including but not limited to: Association Meetings, Board Meetings, Committee/Commission Meetings, Violation Hearings; Laundry Room; Other recreational facilities where a group may gather; Any other formal Association gathering anywhere in the common elements or Association owned Property.
- The foregoing restrictions shall not apply to current peace officers and retired police officers eligible under a federally approved retired officer concealed carry program such as the Illinois Retired Officer Concealed Carry Program.

Fitness Center

- The Fitness center is open 24 hours a day and 7 days per week. Residents must submit a Fitness Center Waiver to the Management Office prior to using the Fitness Center.
- The Fitness Center is for the exclusive use of Park Millennium residents and their guests.
- Due to limited space and equipment, no more than 3 persons from the same Unit may use the Fitness Center at the same time.
- No one under the age of sixteen (16) is allowed to use the exercise equipment.
- Any damage to equipment or to the Fitness Center will be charged to the Unit Owner. Unit Owners are liable for damages or violations of these rules by their tenants and guests. Violations of these rules may also result in revoking a resident's privilege to use the Fitness Center.

Fitness Center Don'ts

- Talking on a cell phone is not permitted in the Fitness Center. Any radio, CD player or any other electronic equipment used in the Fitness Center must be used with earphones and must not disturb other people.
- Fitness center TV's may only be used with a personal headset or ear bud.
- No food is permitted in the Fitness Center. Plastic water/beverage bottles with a lid or controlled spout are permissible.
- Don't use or bring equipment that is swung or flies through the air (i.e., golf clubs, bats, etc.). All equipment owned by residents must be removed after its use.
- Don't engage in horseplay, misuse equipment, or engage in unruly conduct.
- Don't wear swim-wear or water soaked clothing.

Fitness Center Do's

- Do use caution in lifting weights and avoid intentionally dropping free weights uncontrollably.
- Do wear appropriate athletic attire, such as T-shirts, shorts, warm-up suits, sweat suits, or aerobic clothing while using the equipment.
- Do wear clean, scuff-resistant, non-marking soled, full-toed shoes while using the facility. Turf shoes, cleats, sandals, flip flops, and bare feet are not allowed while using the Fitness Center.
- Do wipe down equipment with the provided antibacterial/antimicrobial moistened wipes after each use.
- Do return all weights, exercise mats, balance balls, etc. to the proper storage location after use.
- Do limit use of treadmills, bicycles, stair steppers, and elliptical machines to forty-five (45) minutes if others are waiting to use this equipment.
- Do be courteous and use weights and equipment without monopolizing.

Front Desk

- The Front Desk Staff may be contacted by calling 312.337.4825.
- Luggage/Grocery Carts & Wheelchair

• See prior section on Carts

Deliveries/Package Pick up

- A "package list "indicating Units with items for pick-up is updated daily and posted in the lobby, near the mail boxes and online. Residents are required to sign the package log to receive their item.
- Residents may not enter the package room unless escorted by a staff member.

Leaving Items for Pick up

- On occasion, residents may leave an item at the front desk for pick up. The item must include residents name, Unit #, name of intended recipient, and date of anticipated pick up. The recipient will be required to show a photo ID and sign the package log for that unit. The name on the ID must match the name on the envelope.
- The Association will use its best efforts to transfer the item to the intended recipient. However, in using this service, the Resident accepts the sole risk and responsibility. Further, the Resident indemnifies and holds the Association, its Directors, officers, agents and employees harmless from any loss, cost, expense, liability or claim in connection with or arising out of providing this service

Keys—See section Keys and Lockouts

Front Desk Miscellaneous

- The telephone at the front desk is only for front desk official use.
- Front desk personnel are not permitted to move vehicles or leave their position to open Unit doors.
- Front desk personnel may be required to admit law enforcement officers duly
- empowered by warrant, writ, subpoena or other court orders or process to the building or a Unit.

<u>Garage</u>

• The Public Parking Garage in the subterranean levels of the Park Millennium Building is NOT controlled by the Association and is separately owned and operated as a public

parking facility. Residents wishing to obtain a parking space in the garage must contact the garage operator directly. Garage patrons may not use the garage in any way that affects the well-being of Park Millennium residents.

<u>Grills</u>

- ONLY gas and/or electric grills are allowed on the balconies and patios.
- Gas grills must have an electric starter.
- Absolutely no charcoal grills or liquid charcoal starter fuel are permitted.
- Residents with grills must have a working fire extinguisher in the Unit.
- Due to high wind force, residents should properly secure their grill to avoid damage to themselves or others.
- Gas Grills are available on the second floor patio for use by all residents.

Guests/Visitors

• For definition purposes, a guest is deemed to be a tenant or resident after 3 weeks of occupancy and is required to fulfill the Landlord/Tenant requirements of the Park Millennium Condominium Association Rental Policies. This also applies to friends and family members regardless of whether rent is charged or collected.

Guests (Authorized use of a Unit for 3 weeks or less).

- The owner must designate the name of the authorized guest/s and duration of their stay on the authorization form. Unless provided a FOB key or accompanied by the Unit Owner, Guests must sign in each time they enter the building.
- Owners are fully responsible for their guest's compliance with Park Millennium rules along with any damage caused by a guest to the common elements or Condominium property.
- In the event a unit owner is in arrears and/or the Association has turned the Account over for legal collection, no guest, unless accompanied by the owner, will be provided entry into Park Millennium via the sign in and the unit notification process until accounts are made current. Guests may enter the building when accompanied by a resident.

Visitors (A person visiting a unit occupant).

- Upon visitor arrival at the front desk, Staff will announce their arrival to the unit occupant and get clearance to allow the visitor up into the building. A telephone number is necessary for the front desk staff to contact you.
- Residents also have the option of personally meeting the guest or visitor in the lobby, upon which the guest log entry is not necessary.
- Owners are fully responsible for their visitor's compliance with Park Millennium rules along with any damage caused by a visitor to the common elements or Condominium property.
- Residents may pre-register visitors. To pre-register a visitor, the resident must indicate the resident on the Permission to Enter form or provide the front desk in writing (a) the name of the visitor; and (b) the date of the visit. To be pre-registered, visitors must be sixteen (16) years old or older. All guests under the age of 16 need to be personally escorted from the main lobby by the resident.
- No guest or visitor will be allowed access to the building in the event the resident is not home unless the guest has been pre-registered, as described above.

<u>Harassment</u>

- No Harassment of any kind will be tolerated of Association staff/agents, its Board of Directors, or any other person in a common area.
- Harassment, in the sole discretion of the Board of Directors, is considered in violation of these rules and subject to fines.

HVAC System

- The building's HVAC provides heated or chilled fluid to each Unit's air exchange blower control panel. The building's master heating and cooling system is set to industry temperature standards and compliant with Chicago City Code requirement for multi-dwelling unit buildings.
- In the Spring and Fall, when there is wide temperature variation within a few hours of the day, the system may not accommodate your desire for additional heating or cooling due to variance in outside temperature, location of your condo unit, sun exposure, and/or individual temperature preferences.
- This phenomenon is common to all high rise condominiums with master HVAC systems. Fortunately, there are only a few of these days each year. If the HVAC in an individual Unit does not appear to be providing adequate heating or cooling, you may choose to contact the management office to inquire on the status of building's systems. If the building's systems are determined to be functioning appropriately, then changes to master system controls will NOT be done to accommodate individual preferences.
- Additional information on the HVAC system, including options for digital automated control panels, is available on the website.

Filters and Water Condensation Drain

- The Association replaces the air filters in each unit approximately every 6 months. More frequent air filter changes or use of specialized filters can be arranged with the Management Office.
- Each air blower unit has a drain for water condensation. This drain may become clogged with dust over time causing water to backup and cause water damage to the Unit and as well other Units. Instructions on how to clean this drain is available on the website.
- It is the Unit Owner's responsibility to maintain this drain. Residents may also submit a work order and have the Maintenance Staff clean the drain (charge will apply).
- It is recommended that this drain be cleaned at least twice a year.

Inspection of Units

- The Board may direct its agents to enter and inspect a Unit where there is a complaint or evidence of a condition in the Unit causing damage, adversely affecting other parts of the Property, or a violation of Association Rules and Regulations.
- Reasonable notice will be provided unless the situation has the potential to be an imminent or immediate danger to the Unit, other Units or the Common Elements.
- All units will be inspected at least annually, generally done as part of the HVAC filter replacement or other scheduled maintenance visit. The goal of this inspection is to fulfill the Board's duty to minimize water damage to the Units and the Association's common elements, reduce insurance claims for damage caused by failed or poorly maintained Unit equipment, and reduce uninsured common expenses that result from the poor maintenance or failed Unit equipment. This inspection will include, but shall not

be limited to, Plumbing fixtures/connections (e.g., sinks, toilets, showers, bathtubs, faucets, washers hoses/drains, dishwasher hoses/drains), dryer vents, HVAC, fire sprinklers, balconies, etc.

- In the event that an inspection identifies an item that requires maintenance, repairs or replacements, then the Unit Owner will be provided 30 days after written notification to provide the Board evidence that the maintenance, repairs or replacements have been completed.
- Failure to comply with a unit inspection and/or submit evidence that the required repairs were completed shall be deemed a violation.
- If an urgent repair need is identified or if the Unit Owner fails to complete the work in the required timeline, then the Board of Directors will designate an agent to enter the Unit and perform the work. The Board shall provide the Unit Owner advance written notice of the date(s) and time(s) that the unit will be entered to perform the work. In that event, the Board shall assess the cost of entering and performing the work to the Unit Owner.

Insurance- Unit Owner

- As noted in the Illinois Condominium Property Act, Unit Owners are liable for damage that arises from their Unit, regardless of whether it is the result of negligence.
- All Unit Owners are required to purchase an insurance policy that covers personal liability and compensatory (but not consequential) damages to another Unit and or to the Common Elements arising out of anything in the Owner's Unit. The insurance policy must provide for at least one million dollars (\$1,000,000.00) in liability coverage.
- The insurance policy must also provide coverage for the following: The insurance deductible of the Association; The insurance deductible of the Owners whose Units were damaged; The cost of any damage not covered by insurance; The cost of decorating, painting, wall floor coverings, trim, blinds, equipment and other furnishings of the Owners whose Units were damaged.
- Proof of insurance coverage must be provided to the Management Office prior to move in and every year thereafter. Proof of insurance coverage must be sufficient to verify coverage requirements (i.e. A copy of the certificate of insurance, policy number, agent name, insurance company, etc.). Upon notification from Management that an Owner has not provided proof of insurance, the Owner will provide such proof within seven (7) days. An Owner who fails to provide proof of adequate insurance within thirty (30) days of being notified may be assessed a monthly fine.
- Unit Owners who wish to coordinate their homeowner's insurance coverage with the policy covering the Association should contact the Management Office for information about the Association's insurance broker.

Keys

- The Association will provide unit access during regular office hours to vendors, contractors or realtors provided that they are listed on the resident Permission to Enter form at the front desk. Recipient must show a photo ID that matches the name on the Unit Entry/Access Authorization form and sign the visitor log. The recipient must sign a log to acknowledge receipt of the keys.
- A Charge may be imposed for this service. Please check the section on Keys in the Schedule of Fees and/or with the Association staff for further detail.
- All Unit Owners must provide the Management office with a working key to their Unit for emergency and service access.

- If immediate access to a Unit is required due to an emergency situation, such as water leaking, and there is not a Unit Key on file, then the Association may have the Unit front door lock drilled or take other measures necessary to gain access to the Unit. The Board and the Association will not be liable for any damage resulting from such forced entry. All costs or repairs will be the sole responsibility of the Unit Owner.
- Onsite key duplication service is available. Owners may request duplication of their Unit Keys (Charges will apply).

Key Logging System (i.e., KeyTrac, etc.)

- The Association maintains a key system to track the checking out of Unit Keys. The system logs the time, date and staff member that checked out the Unit key. The Association will <u>not</u> maintain any secondary key system for real estate agents, guests, etc. Residents may also use the self-service option of the Spare Key Lock Box (see below).
- During business hours and/or when authorized staff are available, the Association will provide Unit keys to a guest, visitor, vendor, contractor or realtor if consent is provided on the resident "Permission to Enter" Form and the person has a matching photo ID to the authorized name. A Charge may be imposed for this service. Please check the Schedule of Fees and/or with the Association staff for further detail.
- Keys must return and signed the key back in with the front desk as soon as possible. A penalty fee to cover the cost of electronic key tag, staff time, and key tracking programming time will be imposed for any keys that are not returned to the front desk or management office within twenty-four (24) hours of release. In the event of an unreturned/lost key, staff will notify the Unit Owner/Resident regarding the unreturned key, the need to provide a replacement, and the penalty fee.

Spare Key Lock Boxes- Self Service

- Residents may request a shackle/bracket be installed for a Spare Key Lock in the trash room. Residents may then authorize a guest, visitor, vendor, contractor or realtor on the Permission to Enter Form and then provide the combination code for the Key Lock Box located in the Trash Room.
- The use of a personal or real estate agent Key Lock Box is at the resident's sole discretion and risk. The Association assumes no liability for theft, loss, or any other damages resulting from use of a Personal Key Lock Box. A completed waiver form will be required prior to use.
- Owners must request from the management office installation/assignment of a designated shackle on which the lockbox will hang.

Keyless Door Locks

• Unit Door keyless entry locks system may be installed only with prior approval. The color and style must harmonize with existing lockset

Lockouts

• In the event a resident is locked out, the resident should notify the front desk and complete a Lock-out Key request Form. Resident's identity must be verified by the Association staff, a photo ID, and/or signature verification.

• The Schedule of Fees details the charges for Lockouts.

Fobs (electronic security access keys)

- A maximum of four (4) Fobs per unit are allowed. Please see the Schedule of Fees for the charge for additional or replacement Fobs.
- After a resident or Owner moves out, all Fobs assigned to that Unit will be deactivated. Fob re-activation may be initiated by contacting the management.

Key Packages

- Residents may leave a package containing keys at the front desk. The package must be completely sealed and have the name and date that the recipient will pick up the package. The package will be logged into that Unit's package list.
- The recipient must have matching ID to name on the package and sign the package list.

Laundry Room

- A coin operated laundry room is located on the first floor.
- Laundry must not be kept inside a machine longer than thirty (30) minutes after the wash cycle has completed. Laundry found after such time will be removed and disposed of after 7 days.
- Persons using the laundry room do so at their own risk. Neither the Association, nor the Board is liable for any damage to garments resulting from or alleged to result from the use of the equipment in the laundry room.
- Children under the age of sixteen (16) may not be occupy or use the laundry room without adult supervision.

Leasing of Units (See section on Leasing, Rentals, Tenants)

Lights and Decorations

- Holiday lights and decorations must be removed from the Unit doors within two (2) weeks following the holiday.
- No exterior lighting other than that which was installed in the original construction of the building may be affixed or installed in the outside of a Unit or in the common or limited Common Areas without prior written approval of the Board.

Loading Dock G5

- Deliveries at the G5 Loading Dock must be met by the resident or his or her agent.
- Deliveries of large items (furniture, appliances, beds, etc.) must be completed during the hours of: Monday Saturday: 8:00 a.m. noon; 1:00 p.m. 5:00 p.m.; and 6:00 p.m.-8:00 p.m. Sunday from 10:00 a.m. to 2:00 p.m.
- For delivery services that deliver to a resident's unit, the resident must make arrangements to greet the vendor or to ensure the vendor is authorized for Unit entry. Additionally, the delivery date must be coordinated with use of the Freight Elevator.
- Residents may also arrange for Association staff to accept large deliveries at the Loading Dock. Fees will apply.
- No items (debris, furniture, pallets, etc.) may be left in the loading dock or freight elevator vestibule areas. Residents are encouraged to photograph the area with a time

date stamp to document that no trash is present after completing their move/delivery. Since the cameras do not cover every possible angle of the dock and vestibule, the cost of disposal for any items found abandoned in the loading dock or freight elevator vestibule will be assessed to those Units that used the freight elevator that day whether or not there is direct evidence on the camera.

Mailboxes, Mail, Mailbox Keys

- Each Unit is assigned one mailbox for U.S. Postal Service mail (located on the first floor of the building). To ensure proper delivery of mail, residents should ensure that their Unit number is included on all mail.
- Outgoing mail can be dropped in the letter slot located in the mailroom. The mail is picked up on routine work days of the USPS. The time of day may vary based on postal worker schedules.
- Park Millennium does not provide a mail holding/vacation service. If a resident will not be available to collect mail for an extended period of time, arrangements should be made with the Post Office.
- The Park Millennium's address is: 222 N. Columbus Drive, Chicago, IL 60601. Note the last 4 digits of the zip code are specific to a range of Unit numbers within the building. The nine digit zip code for a specific Unit may be found on the USPS web site.
- Any questions regarding postal service should be directed to the Postmaster at the Post Office which services Park Millennium, located at: 211 S. Clark St., Chicago, IL 60601.

Mailbox Keys

- Mailbox Keys are the responsibility of the Unit Owner.
- A Mailbox Key may be left on file with the Association along with the required Unit Key.
- Lessees must obtain mailbox keys from their Unit owner.
- If a mailbox key is left on file, a replacement key can be provided per the Schedule of Fees. If a resident loses their mailbox key and the key is not on file with the Association, the only available recourse is lock replacement by a Locksmith or via In-house Maintenance staff. Charges will apply.

Maintenance Staff

- Park Millennium's Maintenance Staff's primary responsibility is maintaining the Buildings Systems and Common Areas.
- The Maintenance Staff is also available to address many common Unit maintenance issues by submitting a Work Order. Unit owners will be charged for work that is performed in their Units.
- A list of common maintenance repairs and their estimated material and labor cost is available online or from the Management Office.
- When Park Millennium staff enters a Unit, a notice will be left indicating entry and work completed.

Work Orders/Service Requests

• Residents may initiate a service request by contacting the Management Office. Authorization from the Unit Owner is required prior to beginning Service Requests from Tenants.

- Unit Owners may also initiate a Work Order Service Request online via the Park Millennium website.
- For emergencies or after hour service requests, please contact the front desk at (312) 337-4825. Please note that rates for after hour service are increased.
- Residents are not required to use in-house Maintenance staff for service or repairs.

Off-Duty Independent Contracting of Park Millennium Staff

- A resident may hire Park Millennium staff members during their off-duty time to perform work for the resident beyond the scope of the staff member's regularly assigned duties. The Association, its Agents and its Board, assumes no liability resulting from the independent contract with any employee during his/her off-duty hours.
- Park Millennium employees may not perform any work during off-duty hours that is ordinarily provided by the Association via a work order.
- Park Millennium employees may not perform personal favors for residents during work hours.

Manager of the Park Millennium Property

• The Association maintains a full time Property Manager who provides the day to day management of the Park Millennium Condominium Association. The Property Manager is an agent of a professional property management company engaged by the Board.

Moving In-Out

- All moves must be completed during the hours of: Monday Saturday: 8:00 a.m. noon; 1:00 p.m. 5:00 p.m.; and 6:00 p.m.-8:00 p.m. Sundays: 10:00 a.m. to 2:00 p.m. No moves may occur on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- At least one week prior to moving in or out, residents or Unit Owners must schedule their move with the Management Office and pay a Non-Refundable Move In-Out Fee as well as a refundable Damage Deposit.
- Residents must provide evidence of insurance (General Liability bodily injury and property damage of \$1 million for each claim and Worker's Compensation \$100,000 per accident, \$500,000 policy limit, \$100,000 employee/disease limit) of their moving company prior to scheduling the freight elevator.
- Moving fees and the damage deposit must be paid with separate checks, payable to the Park Millennium Condominium Association. For move-outs, fees and damage deposit must be paid with cashier's checks or money orders.
- After completion of the move, provided there is no damage, a refund of all deposit balances will be made within fourteen (14) days.
- Nothing in these rules is to be construed to mean that the resident's damages are limited to the amount of the damage deposit. A resident or Unit Owner who attempt to move without having obtained prior approval and paid the moving fees, will have the move stopped by Park Millennium staff.
- Moving of large household items is not permitted through the lobby or using passenger elevators. Large items must be moved by using the loading dock in G5, accessed through lower Columbus Drive. Small items or boxes that can completely fit on a luggage cart may be loaded or unloaded from a personal vehicle via the first floor entrances.

• There may be options for items that are too large to fit within the freight/service elevator. Please contact the Management Office for further information.

Noise and Conduct

- Conduct within an individual's Unit may not become a nuisance which interferes with the right to quiet enjoyment of their neighbors.
- Residents may not engage or permit any activity within their Units that unreasonably disturbs or interferes with the right to quiet enjoyment of other residents of the Property.

Noise Policy

- A disturbing noise is a sound which by its intensity, volume, frequency, duration or character unreasonably disturbs or interferes with the peace, comfort and repose of others.
- No resident shall engage in any activity causing, making or maintaining disturbing noises.
- Disturbing Noise Factors: Included among the factors which may be considered in determining whether any sound is unreasonably disturbing, but not limited to are: time of day; whether the day is a weekday, Sunday or holiday; nature and character of the sound; volume of the sound; duration of the sound; frequency or continuity of the sound; and degree of necessity of the sound in relation to the activity producing or generating it.

Specific Noises Prohibited

- The following sounds are determined to be disturbing noises in violation of this section, the list, however, is not exclusive:
 - Yelling, Shouting, hooting, whistling, or singing so as to create unreasonable disturbance or interference with the peace, comfort and repose of others.
 - Sounds from musical instruments, audio sound systems, television sounds, or social gatherings that are loud enough to be heard outside of the originating Unit
 - Sounds from portable audio equipment that are plainly audible. Plainly audible means a sound easily understood or identified.
 - Any excessive barking, crying or scratching which unreasonably disturbs or interferes with the peace, comfort and repose of others.

Noise Complaints

- Residents of a high-rise, multi-unit building must accept and tolerate a certain level of noise. When the activity of a neighbor disturbs quiet enjoyment, it is usually NOT due to the neighbor's desire to be discourteous. When noise from a neighbor is disrupting peaceful enjoyment, the first step is a friendly discussion or notice regarding the noise.
- If the direct notification does not resolve the noise issue, then residents may notify the Management Office or the Front Desk staff. The resident may also chose to file a complaint with the Police department or call 311.
- Once Association staff is notified of a noise compliant, the date, time and nature of the complaint is logged, as well as attempts to validate the origin of the offending noise. If validated, the resident will be given an opportunity to correct the problem or be subject to violation of these rules.
- In certain cases, the Board may decide to resolve the dispute between 2 residents by mediation. The Board, or someone appointed by the Board, will serve as mediator who shall meet with the parties in an attempt to resolve the matter in a cooperative fashion. Both parties must meet with the mediator. Failure of a party to meet with the Mediator shall be a violation of the Rules and Regulations and subject to penalty. If the matter is not resolved by this mediation within thirty (30) days after appointment of the Mediator,

the matter will be referred back to the Board. If the Board determines that there is a probable basis to believe that the noise or conduct of the resident(s) of one Unit represents an unreasonable nuisance, the Board has at its disposal the full spectrum of remedies under the "Liability & Penalties for Violations" subsection of these rules.

Odors

- No resident may allow noxious (harmful or injurious to health) odors, whatever they may be, to intrude into other Units or the common areas.
- In regards to the routine smells/odors of everyday life, the response to an odor as pleasing or disturbing is subjective. As such, the Association will apply a "reasonableness" test (intensity, character, duration, and frequency) in its response to any non-noxious odor complaint.
- If a disturbing odor is identified, an attempt to locate the source shall be made. If the source cannot be located, the resident may seek assistance from the Management Office.
- In cases where the origin of the odor cannot be determine, the Association's response will be limited to an assessment that the building's ventilation system is operating normally, notification to neighbors on the same floor, and possible actions that the resident may take to minimize the issue.
- If desired, the Association will engage an engineering consultant to recommend additional solutions or modifications to the ventilation system. All charges associated with the engineering services and/or any ventilation modifications will be borne by the Unit Owner.
- If the source of the odor is determined to be coming from a neighboring unit, the first thing to do is to notify that neighbor as he or she may not be aware that there is a problem. If the odor continues to be an issue, please notify the Management Office for additional actions. If the Association staff can validate that the odor and determines the odor represents a nuisance, and then actions will be directed to that Owner/Resident to modify their activities to eliminate the odor.
- If the problem persists, the Board may seek resolution from mediation/arbitration between the two (2) neighbors. The complaining owner/resident should keep detailed notes containing information on how often the odor problems occurred and what type of smells were encountered to present to the mediator/arbitrator. Residents should keep in mind that in coming to a decision, an arbitrator or judge will likely consider and try to balance the rights of the complaining owner(s) who expect to live in an environment without strong cooking odors versus the rights of a resident to cook foods that appeal to him or her within certain norms. Charges associated the mediation process will be assigned to either the losing party or divided as appropriate.

General Information on the building's ventilation system and impact on Odors:

- The building's ventilation system is designed to 1) pump fresh air into the hallways; 2) then the fresh air is pumped into a unit through the gap at the bottom of the entry door; and 3) air is then exhausted through one or more exhaust vents within each unit.
- The exhaust vents are located in the bathrooms and in some units an additional exhaust vent is located in the kitchen. In general, do NOT open a window to clear odors from your unit. Depending on the location of your unit and the outside temperature, opening a window may actually draw more air into your unit or conversely push air out from your unit into the hallways and/or other units.
- <u>To clear smoke or cooking smells originating within your unit: Do NOT open a</u> <u>window!</u> Make sure that air flow gap at the bottom of your entry door is unobstructed and also ensure that the bathroom doors are open to provide unrestricted exhaust flow.

Please remember that depending on the outside air conditions and the location of your unit, any open window or an open sliding glass door in your Unit or a neighbor's Unit has the potential to impair the intended airflow of the Building's ventilation system and exacerbate an odor issue.

<u>Parking</u>

- Parking or leaving a car unattended in the drive-thru is not permitted.
- There is a public parking garage in the subterranean levels of the building and is operated independently from the Park Millennium Condominium Association. Please contact the garage attendants for information on parking and rates.
- The Association has arranged with the City of Chicago to maintain 15 minute Parking Wait Zones adjacent to the building on South Water Street.

<u>Patio</u>

- The Patio, located on the west side of the second floor, is available for the exclusive use of Park Millennium residents and their guests and is accessible 24 hours a day, seven days a week.
- Gas grills are available for use on the patio. Upon completion of cooking, residents are responsible for cleaning the grills with the wire brushes attached to each grill. If there are residents waiting to use the grills, common courtesy and opportunities to share grill space is encouraged.
- Persons using barbeques and picnic tables must leave the area neat and orderly. Tables and chairs should be returned to their original layout. Units with large gatherings should exercise common courtesy and not overly monopolize the seating or grills. Sharing the space with other residents is required.
- Residents shall not permit or engage in any activity on the Patio that disturbs, annoys or interferes with the rights, comforts or conveniences of other Park Millennium residents. Any radio, CD player, television or any other electronic equipment brought on the Patio must be used with earphones and must not disturb other people. The use of cellular telephones must not disturb others.
- Running, skateboarding, skating, or riding bicycles on the Patio is not permitted at any time.
- <u>No Smoking</u> is permitted on the Patio.
- Children under the age of sixteen (16) must be accompanied by an adult at all times while on the Patio.
- Pets are not permitted on the Patio.
- Private/exclusive events are not allowed on the Patio. Gatherings are limited to a maximum of 20 visitors per unit so as not to monopolize the space or to make others feel as though intruding.

Pest Control

- The Association provides routine pest surveillance and control services to the Common Areas.
- If a resident is concerned about pest control in any part of the building, including their Unit and/or Common Areas, he or she should contact the Management Office immediately.
- Pest Control completed within a unit may be done as needed at the Association's discretion and any costs charged to the Unit Owner.

<u>Plumbing</u>

Clogged Drains

- The Building's common waste/sewer drains are cleaned on a regular basis. The water and drain lines that divert from the main lines to each Unit are considered Limited Common Elements (LCE) and are the responsibility of the Unit Owner for maintenance and repair. In some cases these plumbing LCE's are shared by neighboring Units.
- Should you have a clogged drain, please contact the Management Office for assistance on determining whether the clog is a Limited Common Element or an issue with the building's main waste drains lines.
- Drains should be unclogged mechanically rather than chemically.
- To help prevent clogs, sanitize and reduce odors, many plumbers recommend the following monthly:
 - Pour a pot of boiling hot water down your drain.
 - Pour about 1/2 cup baking soda.
 - Then, pour in a mixture of 1 cup vinegar and 1 cup very hot water on top of the baking soda.
 - Let that sit for a few minutes.
 - Pour a pot of boiling water again.

Leaks/Floods

• In the cases of water leaks or flooding, residents should attempt to shut off water supply valves as quickly as possible. It is also important to immediately address any standing water as it will quickly find its way through the walls and floor and cause damage to Units on lower floors or the common areas. If assistance is needed, contact the Front Desk or the Management Office immediately.

Water Damage to your Unit from another Unit

- All impacted Owners should report a water leak event to their insurance company
- In the event of water damage within a Unit, the Association will initiate water mitigation and repair drywall (including a coat primer) within the affected Unit. The Association will charge back the costs of water mitigation and repair (up to the deductible of the Master Policy) to the Unit Owner where the water leak originated.
- The Unit Owner, where the leak originated, is responsible to pay up to the insured deductible amount of each damaged Unit. Unit Owners are required to maintain insurance covering damages to another unit caused by 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 includes the deductible of the owner whose unit was damaged; any damage not covered by insurance; as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.
- The Declaration (section 5.8(o)) contains a waiver from one owner to another for damage beyond the deductible of the required homeowner policy.

Water Damage from Common Elements

- Unit Owners should report the event to their insurance company.
- Upon water damage from a Common Element, the Association will ONLY initiate water mitigation and repair drywall (including a coat primer) within any affected Unit. The Declaration (section 5.8(p)) states that the Association is not responsible for the costs of damage to any improvements, betterments or personal property which a Unit Owner is responsible to insure.
- Each Unit Owner is responsible for the costs of repair or replacement of any improvements, betterment's or personal property within their Unit caused by a Common

Element leak.

<u>Pool & Hot Tub</u>

- The pool and hot-tub are for the exclusive use of Park Millennium residents and their guests. Hours of operation: 24 hours a day, 7 days a week. The pool may not be used for private functions and there is limit of a maximum of 10 guests/visitors per Unit so as not to monopolize the pool area.
- No lifeguard is on duty and the use of the pool & hot tub is completely at the sole risk of the user.
- Children under the age of sixteen (16) are not allowed in the pool area unless
- accompanied by an adult. For children under eight (8), the child-adult ratio in the pool cannot be greater than 3 children per adult. Children who are not toilet-trained must wear leak proof "swim diapers". Children under the age of five (5) are not allowed in the hot-tub.
- Leaving the pool area while wet is not allowed. Pool and hot tub users must be towel-dry (no dripping water) when leaving the pool area and entering the Common Area and elevators.
- Swimmers should shower before entering the pool or hot tub. Appropriate swim wear is required to enter the pool or hot tub. All apparel worn in the pool must be clean. Street clothes are not permitted in the pool or hot tub. Footwear, baby strollers and/or wheelchairs should be clean before entering the pool area or locker rooms.
- If there are swimmers awaiting an open lane, then lap swimming must be limited to a maximum of 45 minutes.
- If the pool is occupied by recreational swimmers and lane swimmers, then lap swimmers are encouraged to share a lane and leave one lane open for non-structured swimming. At all times, residents must exercise common courtesy and share the pool with other residents.
- Personal conduct within the pool area must be such that the safety of self and others is not jeopardized. Running, boisterous or rough play is not allowed. Diving is not permitted. Spitting, spouting of water, blowing the nose or otherwise introducing contaminants into the pool is not permitted.
- No food, drink (except water), gum or tobacco products are allowed in the pool or pool area. No glass containers are allowed in the pool or pool area. Smoking is not allowed in the pool area. The pool water is not suitable for drinking. A person under the influence of alcohol is not permitted in the pool or pool area.
- Use of cell phones in the pool area must not create a noise disturbance while others are present.
- No pets are permitted in the pool or pool area.
- Admission to the pool and pool area is prohibited to all persons having any contagious disease; any infectious conditions such as colds, fever, ringworm, foot infections, skin lesions, carbuncles, boils, diarrhea, vomiting, inflamed eyes, ear discharges, or any other condition that has the appearance of being infectious. Persons with excessive sunburn, abrasions that have not healed, corn plasters, bunion pads, adhesive tape, rubber bandages or other bandages of any kind, or infectious conditions of any kind, must also refrain from entering the pool and pool area.

Rooftop Access

• Residents and/or guests are not allowed on the rooftop without prior written approval. Anyone accessing the rooftop without management approval is considered trespassing and in violation of these rules.

Sales (Garage, Yard, Estate, House, etc.)

- Garage sales or yard sales are not permitted.
- "Estate" or "House" sales may only be conducted only with prior approval of the Board.
- Estate Sales must be scheduled with the Management Office, at least a week prior to the sale.
- No signs of any type may be displayed in any Common Areas, including hallways and Unit doors. No signs of any type may be displayed in any Unit window. A resident or agent of the Unit must be present at all times during the sale.

Sale of Units (See section RESALE OF UNITS)

Security and Safety

- Optimizing building security requires all residents to be mindful and observant for possible unauthorized intrusions. Anyone observing suspicious activity or possible unauthorized access should call 911 and/or notify the Front Desk.
- There are several FOB (electronic key access) points (lobby, north door, elevators, etc.) established to prevent unauthorized entry. Please do not "FOB" or hold one of these doors for someone you don't personally know.
- Residents are encouraged to lock the dead bolt of their Unit entry door for maximum security.

Signs & Advertising

• No "For Sale" or "For Rent" signs, or any other sign, advertising, or display may be maintained or permitted on any part of the Property except at such locations and in such form as determined by the Board.

Smoking

- Smoking is not permitted in the lobby, elevators, common hallways, stairwells, vestibules, storage areas, or any of the other Building's common element amenities.
- Smoking is NOT permitted on the Patio at any time.
- Pursuant to Illinois State Law, no smoking is permitted within fifteen (15) feet of any of the building's entry/exit doors.

Solicitations, Canvassing, Leafleting, or Petitioning

- No unauthorized solicitations, canvassing, leafleting, or petitioning of any kind are permitted in the Common Areas.
- If authorization is granted, the activity must be conducted in a respectful manner. Keeping in mind that the Common Areas are private property, at no time is it permissible to obstruct or impede a resident's/guest's entrance/exit or activities within the building. Any one violating this rule may have their permission revoked and be fined.

Statement of Account

• The Association will provide a duplicate or customized timeframe statement of the Unit Owner's account within 10 days of request. The Association may charge a reasonable fee for this service.

Storage Lockers and Storage Rooms

- Storage lockers and storage rooms are available for rent on a first-come, first-serve basis to Unit Owners. Rental fees can be found online (Schedule of Fees) or by contacting the Management Office.
- Due to the limited onsite storage, storage lockers and storage rooms are not available to absentee Owners. If available, tenants may lease a storage unit. Renting more than 1 storage locker is conditional on space availability. Those residents who rent more than 1 storage locker may be asked to relinquish a unit if demand exceeds supply.
- No paint cans, flammable liquids, dangerous materials, or foodstuffs, may be stored in the storage lockers or storage rooms. Failure to comply with the Storage Locker Rules shall be sufficient cause for the Board of Directors to revoke storage privileges.
- The Association, its Agents, and their employees are not responsible for items stored in any locker or common area, including but not limited to damage, theft, or loss of any item.
- Abandoned, unregistered and unauthorized use of a storage locker will result in the removal and disposal/donation of the contents. Articles found outside the storage lockers and storage rooms will be discarded without notice and without recourse.

Trash and Recycling

- All trash must be securely bagged and tied to prevent contents from spilling out as the bag travels down the chute.
- Bags should <u>not be larger than 13-gallon kitchen trash bags</u>. Anything larger may get stuck. In general, grocery and retail store plastic shopping bags are not strong enough and often break apart. As a courtesy to others, make sure the garbage bag has gone down the trash chute before leaving the trash room.
- Newspapers and magazines should not be put into the trash chutes. They may be recycled, or bagged or tied with string and placed into the recycle bin.
- Cardboard and boxes of any sort should not be put into the trash chutes. This includes pizza and shoe boxes. All boxes should be flattened and left neatly stacked in the trash room for pick up by the janitorial staff.
- Vacuum bags and loose dirt from canister vacuums should be bagged and tied before disposing in the trash chute.
- If in doubt about the fit or appropriateness of disposing an item in the trash chute (for example, broomsticks, large cartons, bulky objects, coat hangers, etc.), please leave the item neatly stacked in the trash room for removal by the Janitorial staff. Unit Owners will be charged for causing trash chute jams that can be traced back to their Unit.
- Explosives, flammable materials require special handling and must not be placed in the trash chute or left in the trash room.

Large Item Disposal

• Residents who have furniture in need of disposal may contact the Management Office for options including a list of charitable organizations as well as dump transportation

fees.

Recycling

- Recycling Bins are available for Paper, Plastics, Glass, Aluminum, etc. Do not remove recycling bins from the Trash Rooms. Place recyclable materials in the assigned recycling bins located inside the Trash Rooms.
- Styrofoam "popcorn" packing, shredded paper or other like materials must be bagged and left in or near the recycle bins. Boxes should be broken down and neatly piled in or near the recycle bins.
- Furniture or other large items must not be left outside the Unit, or in the trash room.
- Unit owners are responsible for ensuring that their contractors and service providers promptly remove all trash and debris generated by their work. Contractors are to haul all debris and leftover materials from the building in covered containers. No construction materials or debris may be disposed of down the trash chute, left in the trash room, or deposited in the dumpsters on G5.
- In consideration of the residents with Units near the trash room, please minimize use of the trash room between the hours of 10:00 p.m. to 8:00 a.m.

Recycling Electronics and Batteries

- As of January 1, 2012 Illinois Law prohibits disposal of electronics such as televisions, computers, cell phones, batteries, etc. into landfills. These items are not acceptable in bagged trash disposed of in the trash chutes.
- Small electronic items such as cell phones and batteries may be left at the Front Desk for specialized recycling.
- Please contact the management office for procedures regarding disposal of larger items such as computers and televisions.

<u>Unit Doors</u>

- Unit doors are a Limited Common Element. No alterations, additions, or improvements may be made to the exterior of a Unit, including painting or otherwise altering the Unit door, without prior Board approval.
- Due to trip hazard concerns, the Chicago Fire Code prohibits doormats at the exterior entrance to Units.
- Weather stripping at the base of Unit doors is also prohibited as the stripping prevents fresh air from ventilating a Unit and affects the ventilation system as a whole. Fire Code requires a minimum of half an inch (½") unobstructed undercut of the Unit door for proper ventilation.
- Residents are urged to maintain building security by keeping Unit doors locked.
- Unit doors must be kept closed when not in use: To prevent spread of fire, as required by the City of Chicago building code; To ensure an even balance of air pressure and minimize water infiltration throughout the building; To minimize the spread of cooking odors and noise to other Units; To maintain energy efficiency and an even temperature in the common element hallways.
- Unit door automatic closing mechanism may not be removed or otherwise disengaged without approval.
- Residents must not paint, decorate, adorn or place signs upon the outside of the Unit, including doors to the Unit; except Holiday decorations may be temporarily attached to Unit Doors.
- Mezuzahs may be attached to door frames.
- Installation of flooring shall not impinge on the Unit door threshold or otherwise cause a

non-uniform corridor appearance.

- To promote proper building ventilation as designed, the flow of air under the Unit doors shall not be obstructed by way of weather- stripping, tape, sweeps, molding or other devices. Fire Code requires a minimum of ½ inch (½ ") unobstructed undercut of the Unit door for proper ventilation. Fire Code requires that stairwell doors must not be propped open or the locking mechanism tampered with in any way.
- Door mats may not be placed outside the door in the hallway.

Use and Occupancy Restrictions

- The use of any Residential Unit for a purpose other than as a residence is prohibited by the Declaration and these Rules.
- Residents are not to permit the regular or consistent entry of customers or clients into the Unit. These restrictions do not prohibit a resident from having a home office that does not generate foot traffic to/from the building. Examples include: maintaining a home office; handling personal business or professional telephone calls or correspondence from the Unit; maintaining a computer or other office equipment within the Unit; or utilizing secretarial help and having occasional business visitors. Such uses are expressly declared customarily incident to the principal Resident use and are not in violation of the Declaration or these Rules.
- Nothing is to be done in any Unit, or in, on, or to the Common Elements that will impair the structural integrity of the Building, or which would structurally change the Building except as specifically allowed by the Declaration.
- Unit Owners and Residents may not create any conditions that threaten the health and safety of the community or other residents.
- Unit Owners and Residents may not create a nuisance that poses a threat to the health and safety of other owners/residents evidenced by, but not limited to, extreme/excessive debris/clutter, offensive odors, rotting food, urine odors, mold, etc.
- In general, NO hazardous or flammable material (as defined by Chicago City Code) may be stored within a Unit or the storage areas. Specific details can be found at ChicagoCode.org
- Use of the Units is restricted to activities that do not violate any applicable laws, statutes, codes, regulations, or ordinances governing the Property from time to time (including, without limitation, the relevant provisions of the Chicago zoning ordinances, and the Illinois Condominium Property Act.)
- Nothing is to be done or kept in any Unit, or in, on, or to the Common Elements that will increase the rate of insurance for the Association without prior Board approval.
- Residents may not overload the electrical wiring or plumbing in the Building or operate machines, appliances, accessories or equipment in such a manner as to cause unreasonable disturbance to others.
- Residents may not connect any machines, appliances, accessories, or equipment to the heating or plumbing systems without prior written approval of the Board or Management.
- Additional conditions and/or allowances for the Commercial Units are described in the Declaration.

<u>Vandalism</u>

• Vandalism or other damage to the Common Elements of the building is both a criminal offense and a violation of the Park Millennium rules and regulations. If the person

committing the vandalism is a resident, he or she will be prosecuted and eviction procedures will be initiated. If the person committing the vandalism is a guest of a resident, the vandal will be prosecuted and eviction procedures for the resident will be initiated.

Water Beds and Water Furniture

• Water-containing furniture has the potential for extensive damage to the building from water leaks, breakage, and or weight-overloads. Water-beds and other furnishings which may cause floor overloads shall be placed, kept or used in any Unit only in accordance with advance written Board approval. No water beds or other water-containing furnishings are allowed in the Units. Water-containing furniture include any water beds, mattresses, sofas, chairs, or other items of furniture that contains as part of its elements any substance in a liquid state.

Window Treatments

• To maintain a consistent exterior appearance, all exterior facing surfaces of any window, patio, or door treatments (including but not limited to, blinds, shades, tinted windows, and drapes) should be a neutral color (off white, beige, tan, brown) as seen from the outside.

Pet Rules & Regulations

Introduction

Park Millennium follows the Animal Ordinance of the City of Chicago.

Pet Ownership at Park Millennium

Overview

- No one shall have more than two domestic animals in a Unit at Park Millennium.
- These animals may include two (2) dogs; two (2) cats; or one (1) cat and one (1) dog.
- Dogs may only be kept by Unit Owners who are also residents. Any tenant, who, as of May 1, 2006, has a dog, will have such dog "grandfathered-in." Dogs must weigh forty pounds or less.
- No animals shall be bred in any Unit.
- Guests of residents are not permitted to bring pets into the building. Pet sitting for outside pets is not permitted.
- The following breeds of dogs are specifically prohibited from residing in Park Millennium: All types of Pit Bulls (including American Staffordshire Terriers), Doberman Pinschers, Rottweiler's, Chow Chows, German Shepherds, Siberian Huskies, Perro de Presa Canarios, Alaskan Malamutes, Akitas, Mastiffs, and Wolf-hybrids. If any such breed of dog resides at Park Millennium as of May 1, 2006, the dog shall be "grandfathered-in."
- Cats and dogs must be transported in and out of the building in pet carriers, carried, or walked with a short leash. Pets must be controlled at all times while in a common area
- There is a designated pet relief area on the north side of building. Residents must clean up and properly dispose of their dogs' droppings when using the Pet Relief area.
- Unit Owners, as well as tenants, may keep 1 or 2 cats.
- Animals such as small birds, fish, turtles, hamsters, guinea pigs or other types of animals commonly kept as household pets in similar buildings shall be kept in cages or appropriate containers. These animals must be kept in accordance to these rules and regulations and applicable law.
- Any wild, exotic, farm, or poisonous animal is not allowed. This includes, but is not limited to snakes, ferrets, pigs, tarantulas, etc. Insects are not allowed.

Requirements for Pet Ownership

- As a condition precedent to keeping a dog, cat, or other animal in a Unit at Park Millennium, residents must provide the Management Office with the following:
 - Evidence of compliance with all licensing requirements under applicable law, including appropriate veterinary certificates with respect to vaccinations; evidence of liability insurance covering actions by their pets, with the Park Millennium Condominium Association as an additional insured party; and registration with the City of Chicago.
 - As a condition of keeping a dog, cat, or other animal in a Unit at Park Millennium, residents assume full responsibility, financial, legal, or otherwise, for the conduct of their pets, including any personal injury or property damage caused by their pets. Residents agree to indemnify and hold harmless the Association, other Unit Owners, the Management Company and their agents, for any loss or liability caused by or arising out of their pets.
 - As a condition to keeping a dog at Park Millennium, residents must register their pet

by submitting a completed Pet Registration and Agreement Form. The pet registration will include a picture taken by the Management Office. Pet Registration Forms may be picked up at the Management Office or downloaded from the building's website at http://www.parkmillenniumchicago.com.

• Dog Owners must also pay the monthly Dog Pet Fee. This fee does not apply to any liability for violation of the Pet Rules & Regulations.

<u>Pet Conduct at Park Millennium</u>

- Pet owners must abide by a policy of noninterference with the non-pet owners, following simple acts of courtesy to ensure that all residents are respected.
- No person shall keep an animal which by frequent or habitual howling, yelping, barking or making other noises annoys or disturbs another resident or guest.
- Pet owners must use the on the North Door of the building to take their pets outside and bring them back into the building. Pets must be under control at all times, carried, in cages, or on a leash when outside the Unit.
- Pets may not be left unattended in common area hallways. No pets are permitted at any time in the Lobby, Club/Party Room, Fitness Center, Patio, Pool Area, Locker Rooms or Steam Rooms.
- Residents must clean up any mess or droppings left by their pets. If an accident occurs while transporting a pet to/from the building notify the front desk if assistance is needed from the janitorial staff.
- Animal litter (kitty litter) must be securely bagged and tied shut to prevent contents from spilling out as the bag travels down the chute.
- The pet owner is responsible for any and all costs that may result from cleanup, repair, and or replacement of any property damaged by a pet.
- It shall be considered a failure to restrain for an animal to attack, bite, or threaten a person while on Park Millennium property. It shall also be considered a failure to restrain for an animal to jump on any person without that person's consent. If a person is attacked, threatened, or bitten by any pet, the owner will be subject to a violation and fine; will be required to submit full restitution to the victim; will have a formal complaint filed by the victim or Association with the City of Chicago; and will have to remove the pet from Park Millennium within five (5) days of the incident.

General

- All required forms and documentation may be found by downloading the appropriate information packet from the website.
- Electronic copies of commonly requested documents such as the Declaration, Rules & Regulations, Evidence of Insurance, etc. are available free of charge on the web site. Upon request of the Owner, the Management Office will provide paper copies of necessary documentation including the Declaration and amendments thereto. A fee will be charged to the Unit Owner for photocopying these documents.
- No "For Sale" signs of any type may be displayed in any Unit window.
- No signs of any type may be displayed in any Common Areas, including hallways and Residential Unit doors.
- The sale of a room or other partial portion of a Unit is not permitted. Use of residential Units at Park Millennium is to be used exclusively for residential purposes.
- The Board may own, convey, encumber, lease, and sell any Units that are purchased by the Board or obtained through foreclosure or similar proceedings.
- A sale which does not comply with the Declaration, By-Laws, Illinois Condominium Property Act or other applicable statute, constitutes a violation of these Rules.
- Article 13 of the Declaration sets forth the procedures and notice requirements for the sale of a Unit at Park Millennium and will be strictly followed.

Responsibility of the Seller

- 1. Immediately upon placing a Unit for sale, submit the required documentation. The required forms are available online or from the Management Office. These forms include seller notification, real estate agent contact, and sales detail.
- 2. Upon signing a real estate contract for sale of a Unit, the Owner must also submit the required information regarding the pending sale. This form requires buyer information and a copy of the real estate sales contract.
- 3. A minimum of two (2) days prior to the time that a <u>Paid Assessment Letter</u> (required for closing) can be issued, all of the items above, along with a certified check or money order covering all monies due the Association must be received by the Management Office. All assessments and charges must be paid in full to the end of the month in which the closing is to take place.

New Owner Requirements

All New Owners must schedule an <u>Orientation Meeting</u> with the Management Office. The required forms must be submitted and are available online:

- 1. Incoming Resident Information Sheet
- 2. Emergency Contact Information
- 3. Governing Documents Acknowledgement
- 4. A copy of all Closing Documents (including RESPA/HUD settlement, Mortgage documents, deed/title, etc.)
- 5. Proof of Liability Insurance
- 6. Fitness Center Waiver
- 7. Parcel Waiver

• If a Unit Owner fails to provide all of the information requested, then all costs (including staff time) and expenses incurred by the Association in obtaining this information, including attorney's fees, will be charged to the account of the Unit Owner.

Leasing Rental Tenant Rules & Regulations

Article 13 of the Declaration sets forth the procedures and notice requirements for leasing a Unit at Park Millennium. These procedures will be strictly adhered to and are incorporated in their entirety. Pursuant to the Declaration, leasing a Residential Unit is permitted provided the Unit Owner Lesser complies with the Declaration and these rules.

Lease Terms

- The Declaration states, "No Unit shall be leased by a Unit Owner for hotel or transient purposes or for a term less than one (1) year." Leases must be for a year or longer and the lease must be to one tenant or one set of tenants at a time.
- Lease must be between Unit Owners and tenants. A lessee may not be a corporation.
- At least thirty (30) days prior to any leasing of a Unit or a change of occupancy of the Unit, the Owner and tenant must complete and submit the required leasing forms, available online or from the Management Office.
- All proposed tenants must meet with the Management Office prior to completing the leasing process or no later than two (2) weeks from the move-in date. Association staff will review the Park Millennium Rules and Regulations with the tenant during this meeting.
- Tenants must sign an acknowledgement that they have read, understand, and will follow the Park Millennium Rules and Regulations.
- Prior to the tenant moving into the Unit, the Owner must submit to the Management Office the following: A fully executed lease; The Move-In/Move-Out fee; a check in the amount of the Refundable Damage Deposit, and the Move In-Out Administrative Fee.
- Tenants will not be able to reserve the freight elevator for a move-in until all applicable fees/deposits have been paid and until they have scheduled a meeting with the Management Office staff.
- Units at Park Millennium are to be used exclusively for residential purposes. Leasing or renting a room or other portion of a Unit (i.e., bed and breakfast rental, short term boarding, etc.) is not permitted. Roommate arrangements must be meet all leasing requirements (including 1yr minimum lease).
- By entering into a lease, the Unit Owner is not relieved of any obligations under the Declaration or Rules.
- A lease which does not comply with the Declaration, By-Laws, Illinois Condominium Property Act or other applicable statute, constitutes a violation of these Rules.
- Leasing Amendment to the Declarations as made and entered into on July 12, 2011; limiting leasing of residential units to no more than 20% of Residential Units shall be leased.
- If a Unit is sold that is excluded from the 7/12/2011 Declaration amendment and the Unit is currently being leased, then the existing lease may be continued for no longer than 3 months from the date the Unit was sold. No lease extension may be given for any reason unless the Unit Owner Occupancy is greater than 80%.

Construction Rules & Regulations

A copy of the Construction Approval Form can be downloaded from the Park Millennium website or obtained from the management office.

Section I Construction Categories

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

<u>Category A</u>

- Projects so minor that no formal construction review is required. Category A projects do not affect any common elements, i.e. (including but not limited to):
 - General repairs and maintenance within a Unit;
 - Installation of electric fixtures and other electric devices which require no additional wiring or venting and do not exceed the present electric capacity of each unit;
 - Installation or construction of furniture, shelving or the like;
 - Window treatments such as blinds, draperies or shutters.
 - Painting, wall-covering, paneling, or drywall crack repair
- Notwithstanding any of the above, Owners are responsible for any damages to other Units or common areas that are damaged as a result of any of the above.

Requirements: None

Category B

- Minor projects requiring notification and possible inspection by the Chief Engineer. Category B projects include items from Category A in addition to possible interruption of water, alteration of Unit walls, minor plumbing and electrical, i.e. (including but not limited to):
 - Carpet installation or Removal (Noise producing)
 - Hard surface flooring (marble, ceramic tile, hardwood flooring, etc.) (Noise Producing)
 - Kitchen or Bathroom cabinet Installation or Removal (Noise Producing)
 - Sink, faucet, toilet or tub replacement installation in the same location without wall or plumbing modification
 - Appliance (Refrigerator, dishwasher, washer, dryer, etc.) installation in the same location without wall or plumbing modification

Requirements:

- 1. Notification and written approval is required. Approval may take up to one week.
- 2. Neighbor Notification
- 3. Inspection by the Chief Engineer and/or Association Authorized Representative will be required prior to closing up of any walls or other areas concealing plumbing or electrical work or flooring underlayment. Other work is subject to inspection at the Association's discretion.

Category C

- Complex projects may include items from categories A. and B. in addition to possible involvement of common elements and/or extensions or interruptions to electrical, phone, cable TV or plumbing systems, i.e. (including but not limited to):
 - Termination or rerouting of limited common element plumbing, electrical or telephone systems
 - Altering or closing of limited common element plumbing pipes
 - Wall removal, relocation or addition involving walls containing ventilation shafts.
 - Installation of plumbing fixtures and/or appliances including a whirlpool tub, wet bar sink, etc.
 - Any action affecting operation of the ventilation system
 - Wall modifications involving limited common element plumbing or piping relocations

Requirements:

- 1. Submission of Construction Documents
- 2. Certificates of Insurance (for Association approved amounts) will be required from all contractors and must be submitted prior to granting approval
- 3. Written approval is required which may take up to 30 days. At the Board's discretion, initial document review may be submitted to an independent Architectural or Engineering consultant. All charges related to the independent review will be the responsibility of the Unit Owner.
- 4. Neighbor Notification

Category D

- Projects that impact Common Elements and/or projects involving more complex Limited Common Element modification. Category D. projects may include items from Categories A., B. and C., in addition to possible extension into common area space, i.e. (Includes, but is not limited to):
 - Combining Units
 - Moving location of entry door(s) in common area corridor
 - Modifications involving work in common area electrical and/or mechanical rooms or chases
 - Modification to risers (plumbing, communications, electrical, ventilation, etc.)

Requirements:

- 1. Submission of Construction Documents
- 2. Certificates of Insurance (for Association approved amounts) will be required from all contractors and must be submitted prior to granting approval.
- 3. Written approval is required which may take up to 30 days. At the Board's discretion, initial document review may be submitted to an independent Architectural or Engineering consultant. Projects involving modification of a Common Element may require review by Association's Legal Counsel All charges related to the independent review or by the Association's Legal Counsel will be the responsibility of the Unit Owner.
- 4. Neighbor Notification
- 5. Inspection by the Chief Engineer and/or Association Authorized Representative will be required prior to closing up of any walls or other areas concealing plumbing or electrical work or flooring underlayment.

Section II Pre-Construction Requirements

Insurance

- Unit Owner's Contractor shall secure, pay for and maintain all required insurance in limits not less than: General Liability (bodily injury and property damage) \$1 million for each claim;
- Worker's Compensation \$100,000 per accident, \$500,000 policy limit, \$100,000 employee/disease limit;
- The Board may impose additional insurance requirements on Category D projects (i.e., \$10 million general aggregate).
- Certificate of insurance must include the Park Millennium Condominium Association, its Officers, Directors, Management Company and its employees as additional insured. In the event that such insurance lapses prior to the completion of Unit Owner Contractor's Work, the Association will have the right to suspend such work until Management receives evidence of appropriate insurance and approves such insurance. The Association reserves the right to revise the parameters and scope of the insurance requirements from time to time. Each Unit Owner and their respective Contractors shall be advised of any such changes.

Permits, Fees and Notices

- The Unit Owner's Contractor shall secure and pay for the building permit(s) and for all other permits and governmental fees, licenses and inspections, which are necessary and legally required for the proper execution and completion of their work. A copy of any and all permits shall be provided to the Management Office with the Construction Form submission.
- If the Unit Owner or Contractor observes or otherwise becomes aware that any of their contract documents (drawings and specifications), are at variance with each other or applicable laws, statutes, ordinances, building codes and regulations in any respect or otherwise are inconsistent (collectively, a "Document Variance"), the Unit Owner's Contractor shall promptly notify the Unit Owner and the Management.
- If the Unit Owner or Contractor performs any work, knowing or, if in the reasonable performance of his obligation hereunder, should have known city permits or Association specification were required, then the Unit Owner shall make all changes as required to comply therewith and bear all costs thereof and shall indemnify and hold the Association harmless from any losses suffered thereby.

Submittal of Plan

- The Construction Documents submitted for review must include plans and specifications (including any mechanical, electrical, plumbing, fire protection, and low-voltage improvements) for all work to be performed by the Unit Owner's Contractor. Additional submission requirements shall include but not be limited to the following:
- Anticipated commencement and completion dates of work and elevator access schedule.
- Any structural details to be reviewed for structural loading capacities.
- List of all subcontractors, all of whom must be licensed.
- List of all supervisory personnel and emergency phone numbers.
- Certificate of Insurance.

- Proof of building permits, if required.
- Such other documents as Management and Association may deem necessary or appropriate.

Section III Construction Requirements

General

- The condominium shall be open for construction between the hours of 8:00 a.m. and 5:30 p.m., Monday through Friday, excluding emergency repair. Construction and is subject to modification at the sole discretion of the Association.
- No noise producing work shall be permitted on weekends or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Noise, Conduct, Dress Code, Use of Freight Elevator, and all other applicable rules of Park Millennium Condominium Association must be adhered to by the Unit Owner's Contractor, sub-Contractor, or other visitors/agents.
- Contractors must use freight elevator to transport materials.
- Use of air hammers the anytime must have approval of Board.

Neighbor Notification

• Unit Owners must deliver written notification of the construction project to all Units located on the same floor and all Units on the adjacent floor above and below the Unit. At a minimum, the Neighbor Notification must include: Unit#, brief description, anticipated start/end dates, and contact email address or phone number.

Corridor/Other Unit Protection

• Unit Owner's Contractor will be responsible for protecting the floors, walls and ceilings of the common area corridor adjacent to Unit Owner's Condominium Unit. The Management Office should be immediately notified if there is any damage to the Building or Other Units. The Unit Owner is responsible for all costs associated with any necessary repairs to the Building or other Units that are caused by the Unit Owner's Contractor.

Storage of Materials

- All of the construction material must be stored within the Unit.
- Storage of materials in corridors, or vacant areas will not be permitted, and may be subject to fines by the Association.
- Flammable materials are not to be stored within the Building. They must be used and removed the same day.
- No explosives of any kind shall be allowed in the Building.
- Failure to comply with these regulations will result in immediate removal of all material by the Management at the Unit Owner's Contractor's expense.

Acoustical Details

• All areas between units, corridor walls, and piping/ductwork chase walls shall be maintained with, at minimum, the acoustical insulation/barriers as noted in the original construction documents. Acoustical sound barrier that exceeds the specifications of the original construction documents is allowed.

• Unit Owners with rooms or areas which may produce above average noise levels, such as surround sound entertainment centers should have the specific details reviewed by a qualified professional engineer to determine if additional sound reduction measures may be necessary.

Finished Flooring Acoustical Requirements

- In order to minimize the transmission of sound between adjacent units, all hard-surface flooring such as stone, wood, ceramic tile, or vinyl must be installed such that the finished floor system must satisfy the Association's minimum performance specifications. All floors must conform to the specifications listed below unless written permission is obtained from the Board.
- **Carpet Installation:** Carpeting must be placed over at least 31 ounce 3/8" foam rubber, or 80 ounce sponge rubber, or equivalent sound resistant padding.
- Floor Tile Installation: Floor tile, except in kitchen and bathrooms, (natural stone, ceramic tile and similar materials) must be installed over sound conditioned felt, foam, cork, or equivalent to reduce sound transmission.
- Hardwood Floor Installation: Wood, parquet, or similar materials must be installed over a minimum sound proofing material that provides a FIIC rating of 54. Hardwood surface flooring shall be installed using the "floating floor" method. All hard surface flooring materials shall be acoustically isolated from the surrounding structure, including concrete floors, drywall, framing, and cabinets. Provide a continuous separation joint under all wall bases and shoe molding to allow an acoustical separation between the hard surface flooring and wall structure. The acoustical joints may be filled with acoustical sealant.

Variance to Flooring Specifications

- Owners choosing to perform a hardwood floor installation different than the specifications stated above must submit documentation to from the floor manufacturer or Illinois licensed engineer stating the FIIC rating of the floor system. The minimum FIIC rating for any flooring system installed at Park Millennium is 54.
- If a noise complaint is filed related to the flooring and the flooring is found to be not in compliance, the certifying Unit Owner must pay for all related costs of Association investigations, testing, as well as any repair/replacement costs. If the flooring is to be in compliance, the complainant shall pay all costs involved.

Mechanical Equipment – Acoustical Vibration Isolation

- All fixed equipment with a potential for acoustical vibration such as whirlpool tubs shall be installed to minimize, as far as practical, the transmission of vibration into the building structure through the use of vibration isolation materials, equipment, and methods.
- Whirlpool tubs and other pump or motor equipped fixtures shall be installed with neoprene vibration isolation pads to prevent direct contact between the tub assembly and the concrete floor structure. The neoprene rubber pad shall be Mason Industries Type

Super W, or approved equivalent. Additionally, installation shall include acoustical isolation blankets to limit air-borne motor noise transmission into other Units.

Structural Loading of Finished Flooring

- Any floor assembly that involves the placement of floor leveling toppings (in excess of ³/₄") over floor slabs must be approved by the Association's structural engineer prior to commencement of any work. All costs associated with this review shall be borne by the Unit Owner. In general, loading of construction materials must not be concentrated.
- Unit Owners must provide weight calculations for any terrazzo flooring (more than 1/2" thick), stone slab flooring (more than 1/2" thick), stone slab wall finishes (more than 1/2" thick), etc.
- Any assembly that exceeds 40 pounds per square foot must be reviewed by the Association's Structural Engineer per the Construction Rules. The cost for all structural reviews will be borne by the Unit Owner.

Shut Downs

- The Unit Owner or Contractor shall submit to Management a plan and anticipated schedule of any required shut downs, drain downs, etc. of the Building's existing systems prior to the commencement of their work. Failure to submit this plan shall cause the Unit Owner's Contractor to be accountable for all extra costs associated with delays to reschedule shut downs, drain downs, etc. should they occur.
- No utility interruption will be permitted without written approval from the Management. <u>The Unit Owner or Contractor is required to give the Management seventy-two</u> (72) hours' notice before any Building or utility service interruption which affects occupied and unoccupied areas. Each request for such interruption will indicate <u>estimated downtime.</u>
- The Management will schedule the appropriate personnel to perform all drain downs and recharging of building systems. There will be a charge for each and every drain shut down and recharge. Please review the Schedule of Fees or contact the Management Office for further information.

Clean-Up

- Construction debris is not permitted in the dumpsters on G5. Construction debris must be removed from the building for disposal. The Unit Owner and/or Contractor shall provide all labor, equipment, and supervision necessary to provide clean-up and removal of all rubbish, cartons, wood, debris, trash, etc. resulting from the performance of their work with such frequency as the Management may require and at the completion of their work. Should the Unit Owner or Contractor fail to clean up and remove trash as described above, the Management shall, after issuing Unit Owner or Contractor reasonable notification of noncompliance, provide clean up and trash removal services with its own forces and back-charge all costs (including general conditions and fees) to the Unit Owner.
- Unit Owner and/or Contractor shall not allow use of trash chutes or trash dumpsters for construction debris. The Unit Owner and/or Contractor shall remove all waste materials and rubbish from and about the site as well as all tools, construction equipment, machinery and surplus materials with such frequency as Management may require and at the completion of their work.

Coring, Cutting, Patching and Welding Procedures

- No coring, cutting, patching or welding of existing structures shall be permitted without the prior written consent of the Association.
- Requests for permission shall include explicit details, calculations, descriptions of work, and shall not under any circumstances diminish the structural integrity of the Building or impair, compromise or reduce the effectiveness of any Building component or system.
- All such work must be reviewed by the Association's Structural Engineer prior to commencement of this work. All costs associated with such review will be borne by the Unit Owner or Unit Owner's Contractor.
- No channeling or chipping of structural concrete floors/ceilings beams, and/or columns, shall be permitted; including cutouts for plumbing and electrical piping. No cutting or bending of structural steel members shall be permitted; including cutouts for plumbing and electrical piping.
- If a concrete or steel opening is proposed, the Unit Owner shall provide structural calculations, details, and a Structural Engineering statement confirming that "the proposed work will not detrimentally affect the building". The Unit Owner's Structural Engineer shall be licensed in the state of Illinois and provide a stamp on the drawings and calculations.
- All associated costs shall be borne by the Unit Owner. If a concrete opening is proposed, a ground penetrating radar scan (advance notice to all Unit Owners required) may be required to avoid cutting hidden reinforcing bars.
- Upon Association approval, small concrete openings may be chipped to avoid reinforcing bars; and voids shall be filled with structural grout.

Report of Accidents

• Any accidents or injuries that occur on the construction site, no matter how minor, must be reported to the Management within twenty four (24) hours of the occurrence. If an accident or injury occurs due to the existence of a dangerous condition, the Unit Owner's Contractor shall take immediate steps to secure the area in order to protect others from further injury and notify the Building's Chief Engineer so that abatement of the condition can take place immediately.

Inspection

- The Association has the right to inspect any work in progress, any completed work, the methods or materials used in connection with any such work to ensure that the same are in compliance with the rules and regulations governing such work.
- Association staff/agents may inspect any plumbing, electrical, or mechanical installations prior to the closing of any walls in which they are contained.
- It is the responsibility of the Unit Owner to ensure that any required reviews or inspections are completed prior to closing any walls or the completion of any installations by the contractors or workers.
- In the event the Unit Owner fails to do so, the Board may require that any concealing walls be reopened to permit such inspection (at the Unit Owner's expense).

Enforcement of the Construction Rules

• Failure to comply with these Rules will subject the Unit Owner to penalties as assessed by the Board. These penalties include, but are not limited to, the levying of fines and the eviction of the Owner from Park Millennium.