

THIS LIST IS OF IMPORTANT THINGS FOR A NEW RESIDENT TO KNOW UPON MOVING IN TO MARINA CITY. PLEASE **READ YOUR RULES AND REGULATIONS** BOOK AS SOON AS POSSIBLE AS IT CONTAINS MUCH VALUABLE INFORMATION.

1. Your move-in boxes, cartons, and other items you wish to dispose of **MUST** be put in the stairwell across from the elevators. Do not leave them in the hallway. See page 28 of you Rules and Regulations.
2. We have a garbage chute opening on each floor. Use it for your garbage and other small items you wish to dispose of. See page 28.
3. If you have any bicycles, you can store them on your balcony or pay a charge for a license to store them on the 20th floor in the locker room. If you do this, please make sure you chain them up with a strong chain and padlock. Bicycles are to be taken out and brought back through the bridge level only, not through the lobby.
4. You must call Commonwealth Edison right away to get their service in your name, otherwise they may turn off your electricity.
5. The office will provide you with a name tag for your door. Ask them when you can pick it up.
6. If you are bothered by any violations of our Rules and Regulations, during the day, contact the Management Office. After their working hours, call your security desk at 644-1187. East Tower is Ext. 4 and West Tower is Ext. 5. They will send a Security Guard up to investigate.
7. Remind any contractors that they do not work after 5 p.m. or on weekends, and, that they need a permit to park in the marina level.

**MARINA TOWERS CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS**

November 15, 2007

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MARINA TOWERS CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
November 15, 2007

The following amendments to the Rules and Regulations of Marina Towers Condominium Association have been approved and adopted by the Board of Directors after input from Unit Owners and are effective December 1, 2004.

These represent the first comprehensive revision of the Rules in fifteen years. Many of the amendments result from changes in the statutes, case law and from experiences in the building. These Rules and Regulations are in addition to any regulations set forth in the Declaration of Condominium Ownership of Marina Towers Condominium Association, the By-Laws of the Marina Towers Condominium Association, and the Illinois Condominium Property Act. The headings added to many of the paragraphs in these Rules and Regulations are for informational purposes only and should not be deemed to be a part of the Rules and Regulations.

The Rules and Regulations that follow, irrespective of the term used to describe the occupancy of an apartment, such as the Unit Owner, occupant, renter, resident or investor, all Rules and Regulations apply to anyone having any interest in, or arrangements to use, any unit or any portion of the Marina Towers Condominium Association common elements.

I. DEFINITIONS.

In the event a term is used in these Rules which is not defined herein, its definition shall be determined by referring, in the order which follows, to its definition as used either in the Condominium Property Act, the Declaration, or the By-laws, or in its common usage within the Association, or in its commonly understood meaning as indicated by both the context in which it is found and by its dictionary definition, wherever it first may be found.

- A. Act - The Illinois Condominium Property Act, as amended from time to time.
- B. Association - Marina Towers Condominium Association, an Illinois not-for-profit corporation and a condominium organized pursuant to the Illinois Condominium Property Act.
- C. Board - Board of Managers or Board of Directors of Marina Towers Condominium Association. These terms may be used interchangeably.

- D. By-laws - The By-laws of Marina Towers Condominium Association and as they may be amended from time to time hereinafter.
- E. Charge - Where Notice of Violation charges unit owner with violation of these Rules and Regulations.
- F. Committee of the Board of Directors or Board of Managers - Any committee established by the Board of Directors or Board of Managers of Marina Towers Condominium Association.
- G. Common Expense or Assessment - Any amount that the Board may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessments, special assessments, and charges, expenses or assessments which are otherwise levied pursuant to the Condominium Property Act, Declaration, By-laws, or the Rules and Regulations.
- H. Common Elements or Association Property - Common elements of the Association as defined in the Act or in the Declaration and any other property which the Association has a right to possession of under the Operating Agreement.
- I. Damage and Costs - Reimbursement for out-of-pocket costs or damage resulting from violations of these Rules and Regulations, not intended to be penal. Charges for costs or damage are authorized by the Association Declaration and Bylaws. A schedule of representative charges is set forth in Section C of Article III.
- J. Declaration - Declaration of Condominium Ownership for Marina Towers Condominium Association as it may be amended from time to time hereinafter.
- K. Fine - A levy for violation of these Rules and Regulations, which is intended to be penal. Fines are authorized by Section 18.4(1) of the Condominium Property Act. A schedule of representative fines is set forth in Section B of Article III.
- L. Lease - Agreement between the owner of a unit and one or more named tenants for the tenant(s) to occupy that unit for a specific period of time at a specified rent.
- M. Lease Extension - Agreement between the owner of a unit and a tenant to extend the period of time and/or change the specified payment under a previously existing lease between the owner and tenant.
- N. Managing Agent or Manager - The person or entity, if any, which has been employed by the Association to manage the day-to-day administration of the Property in a manner directed by the Board. Any reference in these Rules and Regulations to the "Management Office" shall be deemed to mean the Managing Agent or Manager.

- O. Meeting of Board of Managers - Any gathering of a quorum of the members of the Board of Directors or Board of Managers held for the purpose of conducting Board business.
- P. Member of the Association - A Unit Owner.
- Q. Occupant or Resident - Any person who resides on the property, including families of Unit Owners and tenants of Unit Owners and including any Unit Owners as the context so indicates.
- R. Property - All the real property against which the Declaration has been recorded, including any improvements thereon.
- S. Rules or Rules and Regulations - The Rules and Regulations of the Association (sometimes referred to as "Rules") as adopted, pursuant to the powers of the Board and as amended from time to time thereafter.
- T. Service Dogs - Dogs specifically trained to aid the physically challenged, as defined by the American Disabilities Act.
- U. Unit - Portion of the property, which is owned personally by a Unit Owner.
- V. Unit Owner - The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit including a contract purchaser. In the event title to any Unit is conveyed to a land title holding trust under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries there-under shall be considered Unit Owners for all purposes; and they shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under these Rules and Regulations against such Unit.
- W. Violation - A person is found to have violated these Rules and Regulations, or after receipt of a Notice of Violation charging a violation of these Rules and Regulations, the person does not request a hearing.

II. USE AND OCCUPANCY RESTRICTIONS

- A. Occupancy restrictions:
 - 1. Residential Use and Occupancy. Each unit shall be used as a residence and for no other purpose except as an ancillary or secondary facility to an office established elsewhere or as a home office so long as the activities are legal and do not include regular business visits in and out of the condominium.

2. Occupants of Units other than Owner(s) or Tenant(s).

(a) Certificate of Occupancy-When Required. A "Certificate of Occupancy Other than As Tenant" form shall be completed by both the Unit Owner and each authorized occupant (i) for each person other than owners or tenants who is occupying a unit for more than seven days where the owner is also occupying the unit, or (ii) for each person occupying a unit for any length of time who is not an owner or tenant, where no owner or tenant is routinely occupying the unit. Such Certificate of occupancy form shall be subject to review and acceptance by the Screening Committee.

(b) Certificate of Occupancy-Agreement to abide by Rules. The form shall be developed by the Screening Committee and shall include but not be limited to the following: i) the name of each person who will be occupying the unit under the Certificate of Occupancy, ii) the relation of the occupant to the Unit Owner, iii) the reason for the occupancy arrangement, iv) the expected duration of the occupancy. and v) that no rental fees will be paid by any of the persons occupying the unit under the Certificate of Occupancy. In addition, the Occupant(s) shall each agree to abide by the Association Rules and Regulations, Declaration and By-laws, including payment of a move-in fee, as applicable, prior to possession of the unit, and shall obtain from the Management Office a current copy of the Association Rules and Regulations, and sign a receipt agreeing to be bound by the Rules and Regulations.

(c) Certificate of Occupancy-Right of Association to evict when not filed. Where no Certification of Occupancy has been filed with the Association, the Association shall have the right to bring an eviction against such occupant(s) in the same manner as for eviction of a tenant for failure to obtain Association approval for a lease or lease extension.

3. Maximum Persons Per Unit. The permitted occupancy for apartments shall be:

- studios - maximum two persons
- one bedrooms - maximum three persons, no more than 2 of whom will be adults
- two bedrooms - maximum four persons

Any application for approval of a lease or application for approval of a certificate of occupancy shall state the maximum number of persons that will be occupying the unit. At any point during the term of any such lease or certificate of occupancy where the occupancy limits set forth in this section are exceeded, the Unit Owner shall notify the Association in writing within forty-eight hours.

B. Assessments and Enforcement Powers of the Board:

1. Payment of Assessments. It is the duty of every Unit Owner to pay his or her proportionate share of the common expenses in a timely manner. During the period of time person(s) are Unit Owners, each shall be personally liable for such assessments and any other fees authorized imposed on the unit. Full payment of the monthly assessment, work orders and any other fees are due on or before the first day of each month.
 - a) Any Unit Owner who has not fully paid all assessments and other fees billed to the Association by the tenth (10th) of the month is in default and will be assessed an initial late fee of \$50.00 on the first month's billing after the assessment or other fees were due. A late charge will be assessed after the 10th day of the month.
 - b) Assessments left under the management office door must be received by 12:00 p.m. on the 10th of the month, or, if the 10th is not a business day, by 12:00 p.m. on the next business day.

Any attorney fees and court costs to the Association with respect to fines or collections are also the responsibility of the Unit Owner and will be added to the total amount due.

As of the effective date of these Rules and Regulations, the Managing Agent should include the due date and assessed penalties on every assessment statement, although failure to include said breakout does not waive the Association's right to such penalties.

2. Returned Checks.

a) Returned checks-fee. Payments will not be credited and a charge of \$35.00, or the current charge assessed by the bank, whichever is larger, will be added for all returned checks. In addition, the Association will only accept replacement payment by a certified or cashier's check or money order.

b) Returned checks-two or more. If two returned checks are received within a twelve month period, the Association reserves the right to require further payments by certified or cashier's check or money order until further notice.

c) Returned checks-Association has no obligation to notify writer. If the Association receives a returned check in payment of assessments, fines or for any other purpose, it shall be the writer's obligation to obtain notice of that from his or her own bank.

3. Past Due Accounts--Allocation of Payments. Unless otherwise directed by owner, payments received for a past due account will

be applied to the outstanding balance in the following order of priority:

- a) Late fees
- b) Legal fees
- c) Goods and services
- d) Assessments (regular first, then special) and fines.

The Manager may use his or her discretion in determining whether or not to apply a late fee to an account with a non-recurring amount past due. Such an amount should not represent a substantial portion of the monthly assessment and other charges

4 Unpaid Assessments--Lien-Judicial Remedies.

a) The amount of any unpaid assessment or fine, together with penalties, legal fees, other collection costs and other fees/fines thereon as provided for in the Declaration, By-Laws, Act and these Rules and Regulations, constitutes a lien on the defaulting Unit Owner's interest in his or her unit and its respective percentage of the common elements. The Unit Owner shall also be personally liable for such amounts.

b) Generally where a unit owner has not paid assessments or fines, a suit under the provisions of the Forcible Entry and Detainer Act for a judgment for the unpaid assessments or others fees and charges and its costs and attorney fees and to eject the defaulting Unit Owner from possession of his or her unit.

c) The Association also has a right to file a suit to foreclose on its lien for unpaid assessments or fines. The Association has a policy of only bringing such an action where the unit owner has chronically failed or refused to pay his or her assessments or other fees and charges. A lien foreclosure action, like a mortgage action can result in the sale of the unit.

5. Association Remedies for Violation. The violation of any condition, restriction, rule or regulation adopted by the Board or the breach of any covenant or provision of the Declaration, By-Laws, Condominium Property Act shall give the Board the right, in addition to other rights:

a) to enter upon the unit and to summarily abate and remove, at the defaulting Unit Owner's expense, any structure, thing, or condition that occasions such violations or breach;

b) to enjoin or remedy the breach or violation by appropriate legal proceedings;

c) to take possession of the unit or maintain an action for possession of the unit as provided by law;

d) to impose a fine; and

e) to levy the amount of any damages or costs incurred by the Association, including attorney fees and staff time, or any other Unit Owner as a result of a violation or breach. Attorney fees incurred by the Association may be assessed without specifically obtaining a prior judgement.

Nothing in these Rules and Regulations shall prohibit the Association from taking more than one action in response to a particular violation.

6. Notice to Terminate Ownership Interest for Continuing Violation. If any Unit Owner (either by his or her own conduct or by the conduct of any other occupant of his or her unit) violates the Act, or any of the provisions of the Declaration, By-Laws or the regulations adopted by the Board and, if such default or violation continues for 10 days after written notice from the Board to the Unit Owner of such violation or request to cure or if such violation or breach occurs repeatedly during any 10-day period following such notice, the Board has the power to issue to the defaulting owner a written notice terminating the rights of said defaulting owner to continue as a Unit Owner and to continue to occupy, use or contract his or her unit.

The Board may file an action in equity for a decree of mandatory injunction against such defaulting owner or occupant or in the alternative, for a decree of termination and an order providing for judicial sale of the defaulting owner's interest in his or her unit and its percentage of the common elements. This order will enjoin and restrain said defaulting owner from reacquiring his or her interest at such judicial sale. The Board may, but is not required to, give the Unit Owner the opportunity for a hearing prior to taking legal action.

7. Attorney Fees and other Expenses of Enforcement All expenses, including reasonable attorneys' fees, incurred by the Association or by the Board in enforcing the provisions of the Declaration, By-Laws and the adopted Rules and Regulations shall be assessed against the defaulting Unit Owner and shall be paid by said owner, or at the Board's election, where appropriate, shall be paid from the proceeds of a judicial sale of said unit. Attorney fees incurred by the Association may be assessed without specifically obtaining a prior judgment.

C. Leasing Rules:

1. Notification of Intent to Lease--Documents Required. Unit Owners of the Marina Towers Condominium Association who intend to lease their units must comply with specific requirements for the welfare and protection of all Unit Owners. Unit Owners who intend to lease their units must submit the following supporting documents to the Management Office at least five (5) working days before the tenant takes possession.

Upon approval of the lease application by the Screening Committee, or a designee, these supporting documents will be kept on file in the Management Office:

- a) Evidence of payment of the applicable move-in fee required under the Move-in Fee Section of these Rules and Regulations
- b) a lease application form, titled "Form 300 Marina Towers Condominium Association Application for Lease." This is an Association form and is available through the Management Office.
- c) a copy of an executed "Condominium Unit Apartment Lease" form must be submitted for all apartment rentals. This form can be purchased at most stationery supply stores or from the Management Office.
- d) (i) a credit report on each prospective tenant, paid past three years, and a record of applicant's residences for the past three (3) years and shall contain information from direct contact with former landlords. All reports must be the original document(s). The credit report processing date cannot be older than thirty (30) days prior to the beginning term date of the lease.

(ii) The Screening Committee in its discretion may accept a faxed copy of the original document, and where information as to the tenant's current employment and salary are not included on the report, may accept a document containing such information from the tenant's employer if the employer is not a party to the lease.
- e) The lease application shall include a question regarding whether the tenant or tenants have previously been evicted (from a former tenancy) for a failure and/or refusal to comply with reasonable rules and regulations as required in a lease or by a residential building, cooperative, community association or condominium.
- f) a signed acknowledgment by each prospective tenant that he or she has received a current copy of the Rules and Regulations, has read and understands them, and agrees to be bound by them.
- g) in the event the unit is subject to a pending foreclosure or bankruptcy action, an Order of Court authorizing the leasing of the unit in conformity with

the requirements of these Rules and Regulations must be submitted.

Wherever Article II of these Rules and Regulations refer to "the Screening Committee, or a designee", in the event the designee is other than the Chair of the Screening Committee, the President of the Association shall be authorized to appoint such person.

2. Verification of Information in Lease Application. The Association reserves the right to verify the information set forth in the documents filed with the lease.
3. Limitation on Leasing--Terms--Subleases--Variances. The following limitations apply to leasing of units:
 - a) No lease shall be for a term of less than one year. However, a lease may contain an option for a renewal for a period of less than a full additional year.
 - b) No subleases will be permitted.
 - c) No unit shall be rented to:
 - (i) any tenant or tenants who have refused to be bound by the Association Declaration, By-laws, and Rules and Regulations, or
 - (ii) where the tenant or tenants have previously been evicted (from a former tenancy) for a failure and/or refusal to comply with reasonable rules and regulations as required in a lease or by a residential building, cooperative, community association or condominium.

Petitions for variances from the limitations on leasing set forth in Section II(C)(3) will be considered by the Screening Committee which will make a recommendation to the Board on whether the Committee finds extenuating circumstances to exist.

4. Lease Extensions. a) As an alternative to the filing of a new lease, a Unit Owner who intends to extend a current lease must notify the Association of his/her intention to extend a current lease and submit a copy of the lease extension at least five (5) working days before the lease extension is effective.
 - b) The lease extension shall include the following:
 - (i) an adequate description to identify the prior-existing lease, which was previously approved and is in the files of the Association,
 - (ii) the beginning and ending dates of the lease extension;
 - (iii) the names of each tenant covered by the original lease and the lease extension; and
 - (iv) changes in the rent or other terms that differ from

the prior-existing lease; and
(v) the form shall be executed by both the landlord or
landlord's agent and each tenant or tenants.

c) Approved lease extension forms containing this information are available from the Management Office.

d) Upon approval by the Screening Committee or its designee, the lease extension will be kept on file in the Management Office.

5. Leases and Lease Extensions-Filing. A copy of all executed leases and lease extensions shall be filed with the Management office.

a) for those Unit Owners not having a current lease or lease extension on file, a letter shall be sent from the Management Office requesting a copy of the executed lease or lease extension. In the case of a lease extension, if the original lease, subject to the extension, is not on file with the Management Office, a copy of that lease shall be provided as well.

b) a fine shall be levied on any Unit Owner who does not provide a copy of an executed lease or lease extension upon 10 days written notice. The Board may levy an additional fine for each month thereafter that the executed lease or lease extension is not on file. [See Summary of Fine Schedule in Section III(B) of these Rules and Regulations.]

c) the Screening Committee or a designee shall review and approve all leases and lease extensions to determine compliance with the requirements of these rules and the Condominium Declaration and By-laws.

6. Requirements for Lease or Lease Extension--Association Recourse--Violation. The Screening Committee or a designee may bring directly to the Board a recommendation for the levying of a fine upon a Unit Owner and tenant(s), the bringing of an eviction action against tenant(s), or the exercise of both remedies for failure to obtain prior approval with respect to a lease or lease extension of a unit.

D. Move-in and Move-out

1. Move-in and Move-out Fees.

a) A move-in fee is payable at the time of application with the Management Office and prior to possession of the unit unless previously paid. The move-in fee shall be \$150.00 for a studio unit, \$175.00 for a one bedroom unit and \$250.00 for a two bedroom unit. Any additional fee or any damage to the common elements incurred as a result of the move-in shall be subsequently billed to the Unit Owner. The move-in fee shall be used to reimburse the Association for up to two hours of use of the elevators, for a studio, three hours of use of the elevators, for a one bedroom and

four hours use of the elevators, for a two bedroom. The use of the elevators shall include services as are necessary from Association. The move-in fee shall be applicable for all move-ins (owners and tenants). No portion of the move-in fees shall be refundable. After the threshold time period has expired, an additional fee of \$30 per hour shall be charged for move-in services for all hours beyond those stated above.

(b) (i) A \$100 move-out damage deposit is payable by the Unit Owner at the time any request is made for a paid assessment letter from the Association if the Unit Owner will be moving out.

(ii) Unit owners shall be responsible for any damage to common elements resulting from a move out by any tenant or other resident.

2. Hours for Move-ins and Move-outs. Move-ins and move-outs shall only be scheduled through the Management Office. No move-in or move-out may start earlier than 8:00 a.m. nor completed later than 9:00 p.m., Sunday through Saturday. Move-ins and move-outs shall be conducted from the Marina level only. Except as approved by the Property Manager in writing where extenuating circumstances may exist, the bridge level shall not be used for full or partial move-ins or move-outs.

3. Approved Move-in--Security Fobs/Cards--Use of Elevators.

a) Neither Unit Owners nor the Management Office may give security keys and/or unit keys to new tenants or certificate of occupancy holders until after the move-in is approved by the Screening Committee. Such approval shall be communicated to the Management Office by the Screening Committee or a designee.

b) Until the Unit Owner, prospective tenant or holders of a certificate of occupancy fully comply with the requirements for the Sale and Purchase of Units [Section II(E)], the Leasing Rules [Section II(C)] or Certificates of Occupancy [Section II(A)], the Association shall not provide security fobs/cards, the elevator for move-in or other services

E. Sale and Purchase of Units:

1. Notification to Management Office--Prior to Closing Date.

a) On or after the effective date of the 2004 Amendments to these Rules and Regulations, prior to closing the current Unit Owner must provide the following to the Management Office:

i) in writing, the name(s) and address, and home and office telephone numbers of the prospective purchaser(s), the proposed closing date and the address to which notices (including statements of monthly assessments) should be sent;

ii) the applicable move-in fee required under the Move-in Fee Section of these Rules and Regulations [Sec. II) (D) (1) (a)] and

b) Once the information or documents required by this Section have been provided to the Management Office,

i) requests for "paid assessment letters" or the preparation of any other information for a prospective purchaser regarding the condominium and the unit will be provided to the Unit Owner, including copies of the Declaration and By-laws, a statement of assessments, fees or other charges which are outstanding and unpaid on the unit, copies of the annual budget, any other information authorized by the Illinois Condominium Property Act, and information which the Association is required to disclose involving the condominium common elements pursuant to the Residential Lead-Based Paint Hazard Reduction Act of 1992.

ii) Requests for such documents must be made to the Management Office at least five (5) business days in advance. The fee for such documents, including the Assessment Letter, Condo Declaration, By-Laws, and Rules of the association, shall be charged to the Unit Owner.

2. Notification to Management Office--Within Five Business Days After Closing. Within five (5) business days after the closing of a unit, the new Unit Owner(s) shall notify the Management Office of the change in ownership of the unit and provide the following:

a) The date of the closing;

b) The name(s), address, and home and office phone number of each new Unit Owner, and on an Association approved form:

i) if the unit is held in trust, the name, address, and home and office phone number of each beneficiary and the designation of the beneficiary(s) authorized to communicate on behalf of the trust with the Association with respect to the requirements of the Declaration, Bylaws and these Rules and Regulations.

ii) if the unit is held by a corporation, the name, address, and home and office phone number of the officer(s) authorized to communicate on behalf of the corporation with the Association with respect to the requirements of the Declaration, Bylaws and these Rules and Regulations.

iii) if the unit is held by a partnership, the name, address, and home and office phone number of the partner(s) authorized to communicate on behalf of the partnership with the Association with respect to the requirements of the Declaration, Bylaws and these Rules and Regulations.

iv) The names requested under subsections II(E) (2) (b) (i) - II(E) (2) (b) (iii) of this Section are not intended to include any person designated as an agent under subsection II(E) (2) (e) of these Rules and Regulations.

- c) A copy of the HUD-1 or HUD-1A (closing statement);
- d) Name and address of any mortgagee or lienholder of the unit. When the mortgagee or lienholder has not provided an address for notice purposes to the Association, then such notice may be sent to the mortgagees or lien holders which are named insureds on the master policy of insurance which exists on the common elements.
- e) Unit Owners-Agents. If statements of monthly assessments or notices of violations are to be sent to anyone other than the Unit Owner, or someone other than the Unit Owner is to have any authority to act as an agent of the Unit Owner for any purpose, a copy of the such authority must be filed.
- f) Mandatory Unit Owner Liability Insurance Coverage. All unit owners are required to obtain insurance covering the personal liability and compensatory (but not consequential) damages to another unit or to the common elements caused by the negligence of the owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the unit in the amount of \$500,000. The personal liability of a unit owner must include the deductible of the owner whose unit was damaged, any damage not covered by the insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. In no event shall the Association be liable for the failure of any unit owner to maintain insurance.
- g) Receipt of Rules and Regulations. A receipt for the Rules and Regulations shall be signed by each new owner that he or she has obtained from the Management Office a current copy of the Rules and Regulations, has read and understands them, and agrees to be bound by them. The statement of receipt shall be kept in the unit file in the Management Office. The failure of such owner(s) to have a copy of the Rules shall not waive the application of such rules to that owner.

3. Notice to Association of Mortgagee or Other Lienholder.

- a) Within 10 days of the recording of a mortgage or trust deed against an existing Unit Ownership given by the owner of that unit to secure a debt, the owner shall also inform the Board of Directors of the Association of the identity of the lender together with a mailing address where the lender can receive notices from the Association.

If a Unit Owner fails or refuses to inform the Board in connection with the recording of a mortgage or trust deed either in connection with the purchase of a unit or as required under this subsection, then that Unit Owner shall be liable to the Association for all costs, expenses and reasonable attorney fees and such other damages, if any, incurred by the Association as a result of such failure or refusal.

F. Residential Records:

1. Unit Owners-Contact Information. The current name(s), residential address, and home and office telephone numbers of all Unit Owners shall be maintained in the Management Office at all times.
2. Unit Owners and Occupants-Essential Information. In the event of a building emergency, (e.g., fire, flooding) or a medical or other emergency, it is essential that the following be on record in the Management Office and be kept updated:
 - a) Current home and office telephone numbers of the Unit Owner(s); and
 - b) Names of those other than the Unit Owners residing in the unit and home and office phone number(s).
 - c) Names, phone numbers and addresses of others that may be contacted in case of any emergency.
3. Unit Owners and Occupants-Additional Voluntary Information. In addition, each Unit Owner is encouraged to provide the following to the Management Office:
 - a) Any information which may be helpful in dealing with a medical or personal emergency; and
 - b) Duplicate keys to all locks on the apartment entry door.

G. Public Areas:

1. Obstructions to Public Areas. The public corridors, elevators, and stairways shall not be obstructed or used for any other purpose than for ingress or egress to or from the apartments. Nothing shall be left in the corridors, including footwear, doormats, cartons, etc.
2. No Association Liability for Property Left with Association Employees. Neither the Board, Association Managing Agent shall be responsible for any article left with any employee or in the Package Room.
3. No Attachments to Exterior of Building. In order to protect the

safety of owners, residents and guests and those below, and provide a uniform appearance, nothing shall be attached which extends the edge of the building or balcony.

4. No drilling. No drilling into concrete or other balcony surfaces is permitted.
5. No Children Playing in the Common Areas. Unsupervised children under age 13 shall not be permitted to play or loiter in any of the common areas.
6. Theft or Vandalism of Association Property. No person shall take or vandalize any portion of the Association property or represent to any vendor that he has authority to charge the Association for the cost of any goods or services for which that person does not have express written authority.
7. Reward for Identifying Vandal of Association property. The Board of Directors shall have the authority to grant a reward to any person who brings forth information leading to the identification and apprehension of person(s) removing or otherwise vandalizing any portion of the Property. If the offender is a Unit Owner or resident, the Association shall have the authority to require that person to appear before a hearing panel of the Board. The amount levied against such person may include the cost of such reward in addition to the amount of any fine, legal expense and the cost of restoration of the Property.
8. Lobby. The Association has an easement in the lobby and has an obligation to pay for maintaining of that easement for the Unit Owners.

In order to protect the health and safety of Unit Owners, occupants and guests and protect against damage to this easement and the improvements made to the lobby:

- a) No Unit Owner, occupant, guest or any other person may use skates, roller blades, recreational scooters, or similar apparatus, or ride a bicycle on any portion of the residential lobbies. The Management Office shall initially warn such Unit Owner, occupant, guest or other person. A person who, after initial warning subsequently violates this subsection shall be subject to a fine and shall be liable to the Association for such damage.
 - b) Any Unit Owner, occupant or guest or any other person who carries food, an open beverage can or open bottle in such a manner as to damage any portion of the lobby shall be liable to the Association for such damage.
9. Common Elements.

- (a) No Unit Owner, occupant, guest or any other person may use skates or roller blades, other similar apparatus, or ride a bicycle in the bridge level elevator area, or on any carpeted portions of the common elements, including all corridors, and the Sixty First Floor (roof) sun decks. Such Unit Owner, occupant, guest or other person shall be subject to a fine for each violation and shall be liable to the Association for any damage caused by such skating, roller blading, use of other similar apparatus, or bicycle riding.
 - (b) Any Unit Owner, occupant, guest or any other person who carries food, beverages or other substances in such a manner as to damage any portion of the common elements shall be liable to the Association for such damage. No glass jars, glass bottles or other glass vessels shall be allowed on the Sixty First (61st) Floor sundecks.
 - (c) No smoking shall be permitted in the Association lobbies, hallways, elevators, elevator lobbies, the Management Office, Meeting Room, laundry rooms or 61st Floor sundecks.
10. Plaza Level. No Unit Owner, occupant, guest or any other person may use the plaza elevator lobby for deliveries by vendors or to transport furniture, packages or other item, which are larger or heavier than could be or is transported by a single person without prior consent by the Management Office.
11. Unit Door-Fronting on Corridors. The following standards shall be applicable to all doors, and door frames fronting on the corridors:
- a) Each door shall set forth the number of the unit on an adhesive label on black face with white lettering and numbers. Such label shall be prepared and installed only by the Management Office. Non-confirming lettering and numbers are not permitted. To avoid confusion, it is also recommended that the label include the name of the unit resident.
 - b) Each door shall contain a mechanical door bell, door knob and other door hardware, each of a type approved by the Association.
 - c) Each door and door frame may be painted only by the Association.
 - c) With the exception of reasonable holiday or religious objects or decorations, nothing else shall be placed on the exterior of any door or door frame. Door molding and other attachments are not permitted.
12. Distribution of Restaurant Circulators and Other Commercial Literature. In order to protect the security and safety of Unit Owners, occupants and guests, there shall be no distribution of

restaurant and other commercial brochures, circulators and other literature in and through the common elements.

H. Non-Public Areas:

1. No Use of Equipment for Purposes Other Than That Intended. Water closets and other apparatus shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other improper articles be thrown into the same. Any damages resulting from misuse of these areas or apparatus shall be the responsibility of the unit owner in which the misuse occurs.
2. No Installation of Heating, Air Conditioning or Hazardous Materials. No resident shall install or operate in the building any refrigerating, heating or air conditioning or other apparatus or equipment, or use any illumination other than electric light, or use or permit to be brought into the building any inflammable oils or fluids, such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property, without in each case obtaining the written consent of the Board or managing agent, acting in accord with the Board's direction.
3. Electrical Wiring-Overloading. No Unit Owner shall overload the electrical wiring in the building, or operate any machines, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the prior written consent of the Managing Agent, given in accord with the Board's direction.
4. Balconies--Installation of Carpeting. No carpeting on any balcony shall be installed without the prior written approval of the Managing Agent acting in accord with the Board's direction.

(a) The Board of Directors will permit the installation of outdoor carpeting on the balcony concrete. However, if the balcony has a gray membrane surface, carpet installation must be accomplished using the procedure recommended by the Management Office.

(b) Any new carpeting which was not contracted for or installed on the balcony concrete prior to the effective date of the 2004 amendments to these Rules must be either green or tan. In addition, any new carpeting installed after the effective date of the 2004 amendments to these Rules and Regulations must be either green or tan.

(c) Unit Owners wishing to install carpeting on any balcony must notify the Management Office as to the carpeting they intend to install on the balcony together with a statement that the carpeting will be installed in conformity with the recommended procedures.

(d) A Unit Owner may be fined and charged for the cost of restoring the balcony if he or she fails to obtain and sign a copy of the carpeting procedures or if he or she installs the carpeting in violation of those procedures. [Formerly II(H) (5)].

5. Balconies--Items or Structures Maintained, Stored, Secured or Thrown From.

a) Nothing shall be dropped or thrown from balconies, specifically including but not limited to fire crackers, lighted matches, cigarettes, and hot coals.

b) No dirt, debris, dust, snow ice or water shall be swept off the edge of the balconies.

c) No items other than outdoor furniture, grills, decorative foliage and bicycles shall be placed or stored on balconies. This includes, but is not limited to cardboard boxes, refrigerators and trash/junk, etc.

d) A Unit owner should put his or her hot coals in a fire proof container as required by the City of Chicago ordinance when finished using the grill.

e) No structure or item for which there is otherwise authority under these Rules and Regulations may be attached to any portion of the balcony or any support column in any way that extends above the top of a balcony railing or overhangs a balcony railing or column. Because of the possibility that structures or other items may be blown or fall off of the balcony, the unit owner shall be responsible for ensuring that all structures or other items are securely attached.

f) A unit owner may display lights on his or her balcony provided that such lights are small, of limited illumination or intensity. Under no circumstances may halogen, neon, laser, strobe, or fiber optics, or other lights of high intensity or illumination be displayed or maintained on any balcony. To ensure the comfort of all residents, balcony lights must be turned off by 12:00 A.M. nightly.

g) Any damage resulting from the improper storage, use or attachment of any item on a balcony or the failure to follow any municipal safety requirements shall be the responsibility of the unit owner.

6. Balconies and Other Portions of the Common Elements--Alterations.

a) No alteration of any portion of the common elements or limited common elements, including the balconies, or any additions or improvements thereto shall be made by any Unit Owners without the prior written approval of the Board of Directors.

b) With respect to changes to the balconies, the Board has applied the following standards:

i) The balcony railings and dividers shall be painted with black gloss enamel.

ii) The exterior of any balcony door installed or painted after the effective date of the 2004 amendments to these Rules and Regulations shall be black and any screen or storm door installed or painted after the effective date of the 2004 amendments to these Rules and Regulations shall be black or silver.

iii) *Balcony doors may have glass inserts so long as dimensions of the doors are the same as the original doors, the doors have brushed aluminum frames, the aluminum frames are clear and anodized, and the glass inserts are tempered and clear.*

iv) Balcony dividers shall not be removed or otherwise modified without prior Board approval.

c) Any cost of reconforming any alterations, additions or improvements to the common element or limited common elements shall be charged to the Unit Owner. If the time of an Association employee is used to reconform such alterations, additions or improvements, the time of such employee may be charged to the Unit Owner. The Board, in its discretion, may employ an outside contractor to perform such work, in which case the cost of that contractor's work shall be charged to the Unit Owner.

7. Balcony Door repair or Replacement.

a) *Where a balcony door has been damaged or deteriorated so that it may cause damage or injury to the Common Elements or any other unit and a qualified person has determined the balcony door should be repaired or replaced, the Association is authorized to require the Unit Owner of the unit to which the balcony door is attached to repair or replace that balcony door at the unit owner's expense.*

b) *The balcony door shall following requirements:*

i) *The color, material and dimensions shall conform to the requirements of sections 6(b) (ii) or 6 (b) (iii) of Article II of these Rules and Regulations;*

ii) *The door shall be fire rated and made of materials conforming*

to the requirements of the City of Chicago Building Code; and

iii) The style of the door shall conform with requirements set by the Board to achieve uniformity of appearance and shall be consistent with other existing balcony doors.

c) The Association shall give the unit owner thirty days written notice to repair the balcony door or to replace it with a new door, in each case conforming with the requirements of this Section. Should the unit owner fail or refuse to comply within the thirty day period or such extensions of time as the Association shall reasonably grant the unit owner, the Association shall have the authority following notice to access the unit for the purpose of repairing or replacing the balcony door and charging the unit owner for all costs incurred by the Association in repairing or replacing the balcony door, including materials and labor. If the time of any Association employee is used to repair or install the door, the time of such employee may be charged to the unit owner. The Board, in its discretion, may employ an outside contractor to perform such work, in which case the cost of that contractor's work shall be charged to the unit owner.

8. Balconies - Approval for Removal of Balcony Dividers.

a.) Where a unit owner owns two adjoining units and seeks Board approval for the removal of the balcony divider between his or her two units, such approval shall be conditioned on the following:

i.) The unit owner shall be solely liable for all costs related to the removal of the balcony divider, including but not limited to that of the contractor, permits, and insurance. The unit owner shall agree to hold the Condominium Association harmless from any and all liability with respect to the action.

ii.) Pursuant to Section 31 of the Condominium Property Act, an amendment to the Condominium Declaration shall be filed with the Recorder of Deeds memorializing the Board approval to remove the balcony divider and the conditions attached to that approval. The amendment to the Declaration shall be prepared by the Association, and all legal costs related to the preparation and filing of the amendment shall be born by the Unit Owner.

b.) If the adjoining units (that were combined) are later subdivided, either as result of the separate sale or transfer of ownership of the units to different purchasers or owners, or as a result of the unit owner re-subdividing the units, by selling or transferring one to a new owner or purchaser while maintaining ownership of the other, the unit owner shall be responsible at his or her own cost for reinstalling the divider. When the balcony divider is going to be reinstalled then the following conditions or standards must be met:

- i.) When the unit owner intends to replace or reinstall balcony divider(s), the unit owner must reinstall the original balcony divider (s) or install new balcony divider(s) that match the original balcony divider(s) that match the original Marina City balcony divider.
 - ii.) All original dividers to be re-installed must be anchored to the balcony floor and ceiling in accordance with the specifications and drawings approved by the Condominium Association.
 - iii.) All new replacement balcony dividers must be fabricated and anchored to the balcony floor and ceiling in accordance with the specifications and drawings approved by the Condominium Association. All new dividers must be approved by the Condominium Association prior to installation.
 - iv.) Specifications and drawings of the approved Marina City balcony divider are available in the Office of the Building. The color shall be black.
- c.) The requirement to replace the balcony divider at the time of separation of ownership of the adjoining units may be waived at the time the installation of the balcony divider would otherwise be required if the prospective owners of both units previously combined, consent in writing to the waiver and the waiver is not objected to by the Board of Directors.
- d.) Nothing in Section II (H) (9-C) shall preclude the owner of either effected unit within one year of the time of any subsequent change in the ownership of either effected unit from requesting the Board to require the balcony divider to be reinstalled. Any such approval shall be at the Board's sole discretion. If such a subsequent request is made and approved by the Board, the unit owner making the request shall be solely responsible for all costs related to the reinstallation of the balcony divider, as well as for agreeing to hold the Association harmless with respect to any and all liability. In addition that unit owner shall agree to follow the standards for reinstallation provided for elsewhere in this rule.

9. Association Access to Units.

- a) The Association shall be entitled to reasonable access to individual units and the Limited Common Elements as may be necessary for the maintenance, repair or replacement of any portion of the Common Elements, Limited Common Elements or individual units or for making emergency repairs necessary to prevent damage to the Common Elements, Limited Common Elements or individual Units or for purposes of enforcement of these Rules and Regulations.

b) Where possible, in the absence of an emergency, the Association shall provide the resident of the unit reasonable notice prior to such entry. In the absence of an emergency, accurate advance notice shall be given to the resident when entry is desired. If notification is not effected, additional notice should be given for a subsequent appointment.

c) Any Unit Owner, tenant or other occupant of a unit shall be entitled to request identification from any agent or employee of the Association or any cable television or other contractor prior to permitting them access to the Unit.

d) The Association reserves the right in the event that the failure or refusal to reasonably provide access to a unit results in damage or injury to the Common Elements or any other Unit or in any other expense to assess the amount of the damage or injury to the Unit Owner.

e) In the event emergency entrance to a Unit is required where keys to the unit have not been provided to the Management Office for purposes of access, the Association reserves the right to hold the Unit Owner responsible for the cost of damage to any door or other portion of the Unit, Common Elements or Limited Common Elements in order to secure entry.

10. Smoke/Heat Detector

a.) No unit owner or tenant shall remove or disable any smoke/heat detector installed in his unit as a part of the Association installed alarm system, required by the City of Chicago. In the event that the smoke or heart detector sounds an alarm, the resident should notify security as to whether there is an emergency or whether this was a false alarm. In either event, the resident should not tamper with the devise but rather allow an Association employee enter the unit to reset the device.

b.) No unit owner shall attempt to relocate the smoke/heat detector Installed in their unit during remodeling without the written permission on a applicable Building Permit. These devices have special non-spliced data wires and relocation, if permitted, must be accomplished by a qualified contractor.

I. Changes in Unit Configuration By The Unit Owner Or A Contractor. Any changes in unit configuration shall be made in accordance with MTCA Construction Rules.

1. Contractor work in the units shall only be conducted between the hours of 9:00 am and 5:00pm Monday through Friday. Work may be conducted on

Saturdays from 10am until 5 p.m. with prior approval. No contractor work may be conducted on Sundays or National holidays. Owners are permitted to conduct work on Saturdays, Sundays and National Holidays between the hours of 10:00 am and 5:00pm

- a. The owner must provide authorization for workmen to enter the unit if the office is to provide a **building entry key card** to them. Contractors must report to the management office to obtain an escort to the Contractor Parking Lot. Prior to parking their vehicle, Contractors must either pay a \$10 fee or receive approval from the unit owner to have the fee billed to the unit. A \$35 deposit will be required for each **building-entry key card** issued. Only authorized contractors will be admitted into the building - as provided by the list of contractors included in the application for construction. Owner must schedule the service elevator through the Management Office for the delivery of large materials. Service elevator availability is on a first come basis.
- b. In order to prevent damage to the common areas, appropriate protective floor covering must be laid neatly down the corridors and in the elevators while construction items are being transported through the building. Interior walls and doors must also be protected from potential scratches or damage. All protective floor covering must be removed at the end of each working day and all debris vacuumed nightly by the contractor. A charge will be assessed to the unit owner if any clean-up has to be completed by the building personnel.
- c. Contractors must deliver all materials in the loading area at Marina Level then proceed to park their vehicle in either the designated contractor parking of the Marina Level or on the street. Contractor parking passes to the designated contractor parking area can be purchased from the management office. No vehicles shall be permitted to park in the loading dock area. No contractor shall be permitted to walk through the lobby with any tools or material at any time. Contractors shall only be permitted to use the service elevator
- d. All construction waste and debris must be placed heavy-duty garbage bags and placed in the garbage dumpsters at the marina level or hauled away. Carpeting and pads must be removed from the building. Management Office should be contacted for instructions on disposing of old cabinets, appliances and fixtures.. The use of the garbage chute for disposal of construction materials and carpeting is strictly prohibited. **No construction waste or decorating materials may be disposed of through unit plumbing or janitor drains.**
- e. Any damage whatsoever that is caused to the building or to any other units as a result of work performed in the unit being remodeled, shall be repaired at the owner's expense.
- f. The owner is responsible for securing all required permits.
- g. All work performed shall be in accordance with City of Chicago codes for high rise residential buildings.
- h. All work is subject to inspection by the building personnel or its agent. The building Management reserves the right to stop or cause to delay any work which has not been approved or which deviates from

the approved plans. All open walls where electrical or plumbing work was conducted must be inspected by the management office prior to closing.

- i. Owners must complete and submit an application for construction which must include the following:

2. Required submissions:

- a. Drawing or plans of the proposed work together with a narrative description of each modification
- b. Proof that contractors that are being employed carry the proper licenses for the work they are performing.
- c. A certificate of liability insurance naming Marina Towers Condominium Association and the managing agent as additional insured.
- d. A completed indemnification agreement signed by the owner and the contractor indemnifying the MTCA from any damage or liability or any action brought by any governmental authority alleging violation of any applicable building, zoning, environmental, licensing or other laws or ordinances
- e. Copies of all required/pertinent city permits. The owner and or contractor shall be required to investigate whether any city permits are required for the proposed work.

3. Board Action Required:

- a. The Board of Directors or its designee shall review and approve all construction applications and such approval shall not be unreasonably withheld. The Board shall not be liable to the owner or any third party in connection with the review. In addition, the board's approval of any alterations shall not be construed as a warranty or as an acknowledgment of the sufficiency of such alterations. Further, the Board's approval shall not be construed as a waiver of any requirements herein. If the Board determines that outside engineers or architectural consultation is necessary, the owner shall be responsible for any cost incurred for such services.
- b. Once the Board, or its representative, has approved the application for construction. A construction permit will be issued by the Management Office and must be posted on the front door during the construction period.
- c. Should construction exceed the time period requested in the original construction application, a written request for an extension must be made to the Management Office. Such approval shall not be unreasonably withheld.
- d. It is recommended that owners consult with the Management Office before having plans prepared to ensure that the plans do not include the following changes, which are prohibited:
 1. Cutting or channeling of any concrete columns
 2. Cutting or channeling of any floors or ceiling deeper than $\frac{3}{4}$ inch without prior approval
 3. Changes to the water/waste risers.

4. Changes to the location of toilets
5. Changes to the electric circuit breakers or T.V. cables and equipment.
6. Alterations to **beam channel vents**
7. Alterations or removal of any exterior windows or exterior window assembly. There shall be no removal of any parts or screws to the window aluminum frame assembly. There shall be no drilling or attaching brackets to the horizontal metal cover plate that encloses the space between the window wall assembly and the concrete ceiling.
8. Alterations to the existing heating and air conditioning system, other than the repair or replacement of the existing units.
9. Removal of balcony dividers without prior approval by the Board of Directors.
10. Removal or disabling of automatic door closers from hallway entrance doors.
11. Removal, disabling or bypassing of any hot water heater safety valve. The hot water safety valve is the small pipe that connects the hot water heater to the sink. Hot water heater replacement or reconfiguration must include a safety relief valve hose connected to the sink, or disposal units.
12. Connection between vertically adjacent units
13. Modification or replacement of hallway entrance doors

4. Assessment of Costs or Fines:

- a. Any cost of reconforming any unapproved alterations, additions or improvement to the common element or limited common elements shall be charged to the unit owner. If the time of an Association employee is used to reconform such alterations additions or improvements, the time of such employee will be charged to the unit owner. The Board may elect to employ an outside contractor to perform such work, in which case the cost of that contractor's work will be charged to the unit owner.
- b. Unit owners will be subject to fines for any unauthorized or unapproved work. The fines schedule can be found in the MTCA Rules & Regulations.

5. Floor Covering Requirements:

- a. As of the effective date of the 2004 Amendments to these Rules and Regulations, Unit Owners may not install hard floor covering without adequate sound deadening insulation between the covering and the concrete. All flooring, except in unit entryway foyer, kitchens and bathrooms, must conform to the specifications listed below.
- b. Carpeting must be placed over at least 31 ounce 3/8'' foam rubber, or 80 ounce sponge rubber, or equivalent sound resistance padding.
- c. Floating laminated flooring (Pergo or equivalent) must be installed over sound conditioned felt or foam padding.

- d. Engineered glue down tongue and groove wood flooring must be installed over a minimum of ¼" of dense corkboard adhered to the concrete.
 - e. Hardwood and parquet flooring, or similar materials must be installed over a minimum of ¾" plywood properly applied with either a sound conditioned felt or foam sound resistance padding on both top and bottom, or over a minimum of ¼" dense corkboard adhered to the concrete. **Raising the floor level preventing air circulation to the bottom of the floor heater could cause permanent damage to the heating element.**
 - f. In rooms other than the entryway foyer, kitchen and bathroom, natural marble, flagstone, ceramic tile, granite and similar materials shall be installed over a minimum of 1/4" dense corkboard adhered to the concrete.
6. Balcony alterations: Balcony alterations are limited to the following:
- a. The balcony railings may only be painted gloss black
 - b. The exterior of any original balcony door may only be painted black
 - c. Balcony doors may only be replaced with MTCA approved glass doors *as * set forth in Section 6(b) (iii) of Article II of these Rules and Regulations.*
 - d. Balcony dividers may not be removed or otherwise modified without prior approval by the Board of Directors. Balcony dividers may only be painted gloss black unless otherwise approved by the Board.
 - e. Balcony ceilings may only be painted beige (see management office for specifications)
 - f. Balcony floor may only be painted with MTCA approved coatings.
 - g. Alteration, removal, or replacement of any part of the balcony railings is prohibited.**
 - h. Balconies may not be covered with any materials other than Board approved carpets and paints. Decks or any other type of floor coverings are strictly prohibited.
7. Plumbing Requirements:
- a. All plumbing work is to be completed by a licensed plumber in a safe and workman like manner and in accordance with all code requirements.
 - b. The Chief Engineer or Assistant Chief Engineer for the building must be present when the actual work begins.
 - c. The relocation of any water risers, waste lines, or venting stacks is strictly prohibited.
 - d. All connections made to the building venting or plumbing system must be pre-approved.
 - e. Individual shut off valves are required for newly installed fixtures
 - f. High Pressure shut-off valves specifically designed for high rise usage must be installed

- g. Any drain line that exceeds a five-foot run from the fixture to the main waste line is required to be properly vented, and should include a clean out.
8. Water Riser Shut off Procedures:
- a. Water riser shut off fee is \$75.00 for the first ½ hour plus \$75.00 for each additional ½ hour and will be billed to the unit owner.
 - b. Water riser shut offs are scheduled on Tuesday, Wednesday, and Thursday between the hours of 10:00 am and noon. There are no exceptions.
 - c. Requests for water riser shut off should be submitted to the Management office for scheduling with the Chief Engineer or Assistant Engineer, with a minimum of 48 hours prior notice. Request must include the reason for the water shut off. This will determine if a construction application is required for approval.
 - d. Owner should inform plumber that they must be on site by 9:00 am. If the plumber is not on site by 10:00 am, the management will cancel the shut off for that day.
 - e. Plumber must have all materials and tools on site and ready prior to the water shut off. For liability reasons, the building staff will not supply any materials, nor will they assist plumber with any plumbing work.
 - f. Only one riser will be turned off or scheduled per work day.
9. Washer/Dryer Installation: In-unit laundry facilities may only be installed with the express approval of the board of Directors.
- a. Washer: The main concern regarding washers is utility drain overload, which can cause leaks and permanent plumbing system damage. It is essential to ensure that the washer water evacuation can be drained without overloading the drainpipes with excess water, suds or lint.
 - b. Washers may be installed provided that the waste water hose evacuates into either a utility sink that can hold at least the entire water load of the machine, or the bathtub. All evacuation hoses must be equipped with a proper lint trap. Direct connection of any evacuation lines to kitchen or bathroom drain lines is strictly prohibited. Washers cannot be installed concurrently with dishwashers, or any other water appliances to the same drain line.
 - c. Washer model and specifications must be included in the construction application for board approval.
 - d. Accessible **gate shut-off valves** for the water lines must be installed.
 - e. Improper evacuation of washer waste water or improper lint prevention can cause sludge build up in the building plumbing system leading to serious damages to the building as well as to the plumbing in other units. Unit owners will be subject to fines for improper or unauthorized washer installations.

10. Dryers

- f. An electric dryer should use the electric supply originally intended for the stove or oven, and may not exceed the presently available load capacity. Connections must meet all applicable code requirements. Interior vented dryers must be equipped with adequate lint filtering and moisture controls for the square footage of the apartment. Vented dryers must be connected to the column vent lines.
- g. Dryer model and specifications must be included in the construction application for board approval.

J. Reserved

K. Noise:

- 1. Noise--Prohibition. No unit resident shall make or permit any disturbing noises in the building by himself, his family, friends, servants, contractors, subcontractors, or do or permit anything to be done by such persons that will unreasonably interfere with the rights, comforts, or convenience of other Unit Owners and occupants of the building. Such disturbing noises include but are not limited to noises from radios, televisions, stereos and other sources in condominium units, on the balconies, on the sun decks (61st Floors), and elsewhere on the common elements. EXCEPTION:
 - a) Association approved home improvement projects undertaken personally by the Unit Owner(s) that create excessive noise are allowed seven days per week between the hours of 9 a.m. and 5 p.m. only; and
 - b) Approved projects undertaken by contractors in Units that create excessive noise are allowed during the hours approved for that contractor's work.
- 2. Musical Instruments. No unit resident shall play any musical instrument, or permit same to be played within the premises between the hours of 10:00 p.m. and the following 10:00 a.m.
- 3. Noise Violations--Notice.
 - a) Where a Unit Owner, or tenant receives notice of a first violation of the Noise Provisions of these Rules [Subsections II(K) (1)-(3)], the Manager shall apprise such person that the Rules provide that a second violation will result in the levying of a fine against the Unit Owner and tenant.
 - b) The Manager shall include in any such warning letter under this subsection, a statement of the fines to be levied for future violations.
 - c) When a second or subsequent complaint regarding Subsections II(K) (1)-(3) of these Rules is made against the Unit Owner, tenant

or occupant within one year of a previous warning, the Manager shall have the authority to send out a notice of violation and fine to the person if such complaint is supported by a witness or evidence. If more than one year has passed since the previous warning with no complaint having been made, for purposes of this subsection, the fine record shall be deemed to have been cleared.

L. Pets:

1. Pets-Limitations. No animals whatsoever shall be raised, or kept in any unit, except for household cats, fish and small birds owned as household pets by a Unit Owner, tenant or occupant, provided that such pet is not kept for any commercial purposes and provided that such pet shall be kept in strict accordance with the Rules and Regulations relating to household pets, from time to time adopted or approved by the Board, and provided that such pet shall not in the judgment of the Board constitute a nuisance to others.
2. Cats. Owners of cats shall be responsible for confining the animals to their own living area. No residents shall permit a cat to roam in any portion of the hallways or other portions of the general common elements, or on shared balconies. In addition, cat owners shall be required to maintain their households and animals in such a manner that no animal odors emanate from the unit into any of the Association common elements. Pet owners who fail to adequately guard against animal odors may be subject to a fine. Further, cat owners shall be required to dispose of any used cat litter by first placing the used cat litter in a heavy duty trash bag, and depositing the bag and its contents in the garbage chute. No used cat litter shall be deposited directly in garbage chutes without first bagging the used litter.
3. Dogs. No dogs shall be permitted in the building at any time with the exception of dogs specifically trained to aid the physically disabled, as defined by the American Disabilities Act.
4. Reptiles. No snakes, other reptiles or other exotic or dangerous pets shall be kept on the property at any time
5. Pigeons and Other Wildlife. Feeding or maintaining pigeons or any other wildlife on the property is strictly prohibited.
6. Maintenance of Pets-No Offensive Odors or Fumes. All cats, fish, small birds and any other pets permitted by these Rules and Regulations shall be maintained in such a manner as to not cause offensive odors, noise or fumes outside the unit.
7. Pets--Unit Owner Liability. Each owner of pet shall assume full responsibility for any injuries or property damage caused by the pet or its maintenance.

M. Laundry Room:

1. Use in Accordance with Posted Rules. Unit Owners, tenants, occupants or their employees shall use the laundry in accordance with rules prescribed in the laundry room. All precautions should be taken to keep the laundry room as clean as possible for the mutual benefit of all users thereof.
2. Tampering with Key Card Device. Any person found to be tampering or attempting to break into the key-card device located in the laundry room shall be fined and/or subject to criminal prosecution.
3. Theft of Clothing. Any person found to have taken any clothing belonging to any other owner, tenant or resident from the laundry room shall be fined and/or subject to criminal prosecution.

N. Units and Exterior Modifications.

1. Maintenance of Units. Each Unit Owner shall maintain his or her unit in good condition and in good order and repair, at his or her own expense, and shall not do or allow anything to be done in his or her unit which may increase the cost of Association insurance premiums or cause the cancellation of insurance on other units or on the common elements.
2. Displaying Items on Exterior of Unit. No Unit Owner shall display, hang, or store any sheets, blankets, laundry or other articles outside his unit.
3. Exterior Modifications. Except as otherwise provided in the Sections of these Rules & Regulations relating to Balconies [II(H) (4)-(6)], in order to provide uniformity in appearance and to protect the health and safety of persons using the property, no Unit Owner shall:
 - a) paint, decorate or adorn the outside of his or her unit or any portion of the common elements or limited common elements, or
 - b) install outside his or her unit, on any portion of the common elements or limited common elements, any canopy, awning, outside radio, television, antenna, or other equipment, fixtures or items of any kind without the prior written permission of the Board or the Managing Agent, acting in accord with the Board's direction. No installation of TV Dishes may be attached to the railings or floor of the balcony, nor may they extend above the railing height.
4. Outdoor Furniture. The foregoing restrictions as to use and occupancy shall not be construed to prohibit a Unit Owner from placing and maintaining outdoor furniture, barbecue grills and decorative foliage of a customary nature on the balcony floor

which is a limited common element appurtenant to his or her unit.

O. Trash, Garbage or Other Waste.

1. Garbage Chutes. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in the Rules and Regulations of the Association. Garbage shall be wrapped and disposed of in the garbage chute provided for this purpose. Garbage chutes are located on each floor for the disposal of bottles, cans, paper, trash and small cartons only.

2. Large Item--Disposal. Large cartons, furniture, mattresses, etc., should be placed in the elevator stairwell and the Management Office notified to pick them up. Do not leave large cartons outside your door and do not put them down the garbage chute. Under no circumstances should any item be disposed of in the garbage chute, which is so large that there is any possibility that the item may clog up the garbage chute. Removal of Christmas Trees should be accomplished by notifying the Management Office. Maintenance will remove the tree to minimize damage to the common areas. No charge will be made for this service.

3. Kitchen Disposal--Wet Food. Wet food garbage should be disposed of in kitchen disposals. Food that the disposal will not accept (bones, eggshells, etc.), should be tightly wrapped and put down the garbage chute.

4. Materials--Disposal.
 - a) Combustible. No lit cigars, cigarettes, hot coals, matches or any other smoldering material shall be placed in the garbage chutes. Placing these materials in the chutes may cause smoke or fire damage

 - b) Construction debris. Construction debris should never be placed in the garbage chute.

 - c) If there are any questions about disposing of any materials, check with the Management Office.)

5. Recycling. Residents are encouraged to bag recyclables in separate 13 gallon blue transparent plastic bags.
 - a) Bag 1. Mix paper. This includes telephone books, paperback books, junk mail, stationary, brown paper bags, magazines, catalogues, and newspapers. Corrugated cardboard will also be recycled, but should be thrown down the trash chute by itself.

b) Bag 2. Co-Mingled. This includes Aluminum cans, tin cans [excluding those containing automotive fluids] and plastic.

Residents should not include glass bottles or jars in the recyclable bags. This is because of the steepness of the Association chutes in both towers. A high percentage of glass containers would be destroyed and rendered useless after being dropped several hundred feet.

Blue bags are sold at the Package Room during normal Package Room hours. Once a bag is filled, seal it with the ties provided with the bags and put it down the trash chute as you would with your unrecyclable refuse.

P. Storage of Personal Property.

1. Storage Lockers-Assigned. Each unit is entitled to one, storage locker. Each locker should be identified by unit number. No Unit Owner, tenant or occupant shall use or store materials in any storage locker except:
 - a) the storage locker assigned to his or her unit, or
 - b) where the owner of the unit assigned the storage locker has provided written permission to the Management Office for another owner, tenant or occupant to use his or her locker.A unit owner who does not plan on using his or her storage locker, should inform the management office. All storage lockers must be locked, whether in use or not.
2. Personal Property--Storage Only in the Locker. Articles of personal property belonging to any unit resident shall be stored or kept only in the storage locker specifically designated for the respective unit by the Board or by the Managing Agent. Property left outside the lockers will be considered abandoned and shall be disposed of by the Association without liability to the Association.
3. Storage of Combustible or Unsafe Material-Prohibited. No combustible materials or other unsafe material may be stored in the common storage areas or in any storage locker. Any items stored in the common storage areas, in any storage locker or in any other portion of the building deemed to be unsafe by the Managing Agent shall be removed from the premises at the Unit Owner's expense.
4. Storage of Property in Common Elements--Prohibited. Any Unit Owner, tenant, or occupant shall immediately remove any article(s) which they now have stored in any room or space which is a common element of the building (including any balcony), and same shall be placed in their own storage locker or be disposed of, and that hereafter, no Unit Owner, tenant, or occupant shall store any article except in the space provided for him or her in the storage locker room

5. Bicycles kept in storage rooms--registration required. All bicycles kept in the storage rooms must be biannually registered with the Management Office (e.g., owner's name and unit number) and be tagged. When a bicycle is first placed in the 20th floor storage rooms, it shall be initially registered. Thereafter the bicycle shall be reregistered biannually. Any bicycle kept in the storage rooms which is not registered with the Management Office and which does not display a tag may be removed from the storage rooms and disposed of by the Association. If there is a lock or chain, the Association may remove the lock or chain. Where a bicycle is so removed and disposed of, the Association shall have no responsibility to reimburse the owner.
6. Bicycles--storage in the common storage area. Bicycles stored in the storage rooms on the twentieth floor may only be stored one abreast and may not in anyway obstruct the aisles. Because of the configuration of the storage rooms on the floors other than the twentieth floor, bicycles may not be stored in the aisles of any storage room other than those located on the twentieth floor. Violators of this paragraph shall be subject to fine.
7. No Association Liability for Property Stored in the Common Storage Areas. Under the terms of Section 9 of the Declaration, use of storage lockers and storage rooms is at the risk of the Unit Owner, tenant, or occupant. Unit Owners, tenants and occupants are encouraged to carry homeowners or tenants insurance to protect their personal property located in the storage areas or storage lockers.
- Q. Rental of Association Meeting Room. Any unit owner renting the meeting room for a private party or function shall fully comply with the Association Rules and Regulations for use of the Meeting Room. Any sign advertising or promoting a private party or function to be held in the Meeting Room shall include language in conspicuously sized type providing that the party or function is not sponsored by or an official party function of Marina Towers Condominium Association. There shall also be a sign prepared by the unit owner on the entrance of the Meeting Room during the time of the party or function containing a similar disclaimer.
- R. Temporary Parking on the Plaza Level. Unit owners and residents may park their vehicles for no longer than thirty minutes in the parking spaces on the Plaza Level designated for use by the Unit Owners

S. General:

1. Headings. The headings added to these Rules and Regulations are for informational purposes only and should not be deemed to be a part of the Rules and Regulations.
2. Common Facilities--Use Subject to Rules and Regulations. Each resident shall have the nonexclusive use of the facilities provided for the common enjoyment of all residents, but subject to all rules as from time to time may be established by the Board.
3. Board Authority to Amend these Rules and Regulations. The Board reserves the right to amend, alter, cancel or interpret any of these rules, and to make such other Rules and Regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all occupants of the buildings.
4. Association--Hours of Operation.
 - (a) Management Office--Package Room--Hours of Operation.
 - i) The Management Office shall be open Monday through Friday from 9:00 a.m. to 6:00 p.m.
 - ii) The Package Room shall be open Monday through Friday from 11:00 a.m. to 7:00 p.m. and Saturdays from 9:00 a.m. to 2:00 p.m.
 - iii) Both the Management Office and the Package Room are closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
 - (b) Condominium Matters. All matters pertaining to the administration of the Condominium or the maintenance of the Association common elements should be communicated directly to the Management Office.
 - (c) Association repairs to Units --Unit Owner Requests. All requests to the Management Office for unit repairs must be placed by the Unit Owner. These requests may be made in person, by telephone, in writing, or by facsimile.
 - (d) Changes of Address or Other Information. Changes of address or other information or requests should be provided directly to the Management Office. Unit Owners should not enclose such information or requests with the payment of the monthly assessment sent to the Association's bank lock box as such information or requests are not passed on by the bank to the Management Office.
5. Association personnel

(a) Association Employees-Requests to perform services within the scope of employment. Work performed by any Association employee within the scope of his or her employment for which there is a charge will be billed by the Association to the Unit Owner. At the time the work is done, no payments should be made directly to any service personnel.

(b) Association Employees-Requests to perform services outside the scope of employment. If you request an Association employee to perform services outside the scope of his or her employment, the financial arrangements are up to you and the service person involved and must be performed outside the service person's regular working hours. Moreover, the Association shall not be liable for any damage caused or violations of any building, zoning, environmental or other laws or ordinances resulting from any work performed by any service personnel outside of his or her scope of employment with the Association. No employee shall perform any work outside of his or her scope of employment for a Unit Owner relating to electrical, plumbing or other potentially hazardous activities in any unit without first (i) supplying the Unit Owner with proof of liability insurance coverage for such work and signing an Association approved form that proof of insurance coverage was supplied to the Unit Owner, (ii) on the same Association approved form obtaining the Unit Owner's signature waiving any liability against the Association for such employee's work and (iii) depositing the form with both the Unit Owner's signature and the employee's signature with the Management Office.

(c) Interference with guard(s) and other Association Employees(s) When requested by an Association guard or other employee, no Unit Owner, occupant or other person shall refuse to show proper identification or a key or otherwise interfere with any Association guard or other employee acting in the scope of his or her employment.

6. Damage-Resulting from Failure to Maintain Unit.

- a) Every Unit Owner shall maintain his or her unit and all personal property therein in good condition and in good order and repair at the Unit Owner's sole expense.
- b) Any damage caused to any other unit, the common elements or the limited common elements by the failure to maintain a unit or the personal property therein or by the misuse of any system, fixture, appliance or other personal property shall be paid for by the Unit Owner causing same.
- c) The obligations set forth in this section shall also apply to tenants and occupants.

7. 61st Floor Sundecks-Hours. Unless weather or other conditions require them to be closed, the 61st floor sundecks shall be kept open year-round. During this period, the sundecks shall be open from 6:00 a.m. until midnight.
8. Availability of Fobs or Key Cards.
 - (a) Fobs or Key Cards--Issuing to Unit Owners and Residents. Initially, one set of security fobs or cards shall be issued for each unit. Upon sale of the unit, that set shall be surrendered to the Management Office. Replacement sets of security fobs or cards may be purchased from the Management Office at the prices from time to time established by the Board.
 - (b) Keys--Owners, Tenants & Occupants Locked Out. Any Unit Owner, tenant or occupant locked out of his or her unit, may request that an Association employee let them back into their unit. A maintenance work order shall be submitted for each such request. The Manager shall have the authority to waive such charge under such circumstances as he or she deems appropriate.
 - (d) Keys--Issuing to Real Estate Brokers, Maids, Contractors and Delivery Persons.
 - (i) Real estate brokers, maids, contractors, and delivery persons shall be required to sign in and out in the Management Office for unit keys that have been provided by Unit Owners for their use.
 - (ii) This procedure requires the prior written authorization of the Unit Owner.
 - (iii) The Association provides keys to real estate brokers, maids, contractors and delivery persons as a convenience for Unit Owners or other residents.
 - (iv) The Association assumes no liability for any consequences resulting from providing such keys under this subsection or obligation to police the return of such keys.
 - (v) All keys so provided must be returned within twenty-four hours or one business day to the Management Office.
9. Open House Showings Prohibited: In balancing the interests of Unit Owners desiring to publicly exhibit their unit for sale, with the security concerns resulting from allowing non-residents onto residential floors without escort, open house showings may only be allowed where:
 - a. the Unit Owner has provided notification to the Management Office in writing at least seven (7) days in advance of the Open House; and
 - b. the Unit Owner and/or respective real estate agent provides a personal escort for all visitors both to and from the open house unit and the security area in each residential lobby. Consistent with current security policy requiring registration of all non-residents prior to entry into the towers, all visitors to the Open House

will be required to register at the security desk of each residential tower and deposit a driver's license and/or state identification card with the guard on duty. No visitors will be allowed entry into the towers without providing security with proper identification and without a personal escort from the unit owner and/or real estate agent. Upon leaving the building at the end of the visit, the escort shall present the visitors at the security desk in order to retrieve the visitor's identification.

Any damage to the common elements or limited common elements or any easements granted to the Association that are caused by any visitor to the open house shall be the sole responsibility of the Unit Owner and shall subject the Unit Owner to both a fine as well as the cost to repair any damage caused.

10. Use of Association Name or Image. Because of the architectural Significance of our building, the Condominium Association holds a common law copyright on the use of the Association name and the building image. This means that under Federal and Illinois statutes such as the Illinois Uniform Deceptive Trade Practices Act, advertiser, movie makers and others cannot use the Association name or image in the course of their business, vocation or occupation without first obtaining express written permission from the Association. This applies to individual unit owners. It also means that a Unit Owner may not publish a newsletter or other publication or operate a web site which, claims to be or which creates the impression that it is officially sponsored by Marina Towers Condominium Association. In addition, to avoid confusion, any newsletter, other publication or web site that has a name similar to "Marina Towers", "Marina Towers Condominium Association", or "Marina City" should contain a prominent disclaimer that the newsletter, publication or web site is not officially sponsored by Marina Towers Condominium Association. Nothing in this paragraph is intended to involve any changes from current Federal and State law. In case of any questions, the Unit Owner should consult with the management office.

III. VIOLATION OF THE RULES AND REGULATIONS

- A. Interpretation of the Rules and Regulations. The following rules of construction shall apply to the interpretation of these Rules and Regulations:

1. Consistent With Declaration And By-Laws. These Rules and Regulations shall be interpreted in such a way as to be consistent with the Declaration and By-laws.
2. Subsequent and Continuing Violations.
 - a) Where these Rules and Regulations refer to a second, third or subsequent violation of a particular portion of the Rules and Regulations, an action occurring on a subsequent date or time to a prior violation shall be deemed a subsequent violation so long as the Unit Owner or tenant is found to have committed the previous violation at the same or at a prior hearing or meeting.
 - b) Where the violation is of a continuing nature, if the Association gives the Unit Owner written notice to terminate the conduct or action immediately or by a specific date, the Association may treat conduct or actions occurring after such deadline as a separate or subsequent violation or violations, subject to additional fines.
3. Delegation of Responsibility under these Rules--Not Permitted.
 - a) A Unit Owner shall be responsible for the actions of any tenant, occupant or guest in his or her unit as well as for any damage resulting from the condition of the unit, or any machinery, appliances, accessories, equipment or other items in the unit and may be fined and charged for the cost of damage resulting from such actions or conditions.
 - b) No person may attempt to assign, delegate, transfer, surrender, or in any other way avoid any of the responsibilities, duties, or liabilities established by these Rules and Regulations or by the Declaration, By-laws or the Condominium Property Act.
4. No waiver of any covenants, restrictions, conditions, obligations, or provisions contained in these Rules and Regulations. No covenants, restrictions, conditions, obligations, or provisions contained in these Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
5. Use of the Right to Request Association books and records to make a frivolous record request to harass the Association or cause unnecessary staff costs or attorney fees.
 - i.) The Association recognizes that where a unit owner makes a frivolous request for Association books and records, it requires the needless expenditure of staff time and attorney fees. For purposes of this paragraph, frivolous request for Association books and records shall mean where the unit owner has previously made a request for books and records which has been denied for failure to comply with the requirements of the Condominium Property Act and makes

for the second time the same or a similar request or knows or should have known that the same or similar request has been previously made by another unit owner and denied for failure to comply with the Condominium Property Act. Where a unit owner makes a request for Association books and records which upon investigation is found to be frivolous, the Board may charge the unit owner for any out-of-pocket costs incurred by the Association, including out of pocket staff time and attorney fees incurred in processing or investigating the request.

- ii.) A similar right to charge a unit owner for any out of pocket costs incurred by the Association or Board, including staff time or legal fees, shall exist where a unit owner files a law suit against the Board of Directors or the Association found by a court to be in whole or in part frivolously filed.

B. Summary of Fine Schedule:

Explanation of This Schedule. Any violation of these Rules and Regulations subjects the Unit Owner, tenant, or occupant of a unit to a fine. *Examples of representative fines are listed below and are not necessarily exhaustive. These listings contain the source of the rule and are for informational purposes only. Fines are intended to be punitive and act as a deterrent. Section III(C) by contrast sets forth a schedule of damages and costs. The figures set forth in that schedule are of out-of-pocket costs for which the Association seeks reimbursement.*

Unless indicated, there is no specific limit on the amount of a fine. Fines, however, must be reasonable.

Violation:

1. Garbage Chutes--throwing smoldering materials or large materials that may clog a garbage chute down a garbage chute.
Fine: Up to \$1,000 fine {In addition the Association may levy for all of its repair or replacement costs + the cost of any reward up to \$500 + seek possible criminal prosecution}.
2. Balconies-Items Thrown Off--Throwing anything off a balcony.
Fine: Up to \$1,000 for each violation + seek possible criminal prosecution.
3. Water or Other Damage to Another Unit--Water or other damage to another unit or the common elements caused by conduct, failure to maintain or conditions in the offending unit.
Fine: Depending on the seriousness of action, Association may impose a fine of up to \$1,000 + act to eliminate condition + require the reimbursement of the unit owner(s) and/or Association for damage.

4. Miscellaneous Nuisances—Any other activities constituting a nuisance.
Fine: Depending on the seriousness of action, Association may send a warning letter or impose a fine of up to \$1,000 + act to eliminate condition.

5. Destruction or Theft of Property—Intentional physical destruction, vandalism, theft, or other damage to property in the common elements or that belonging to other residents.
Fine: Up to \$1,000 fine. {In addition the Association may levy for replacement cost + the cost of any reward up to \$500 + seek possible criminal prosecution}.

6. Altering Unit—Altering unit configurations without prior approval or failure to show written proof of such approval to an employee or agent of the Association when requested.
Fine: Up to \$5,000 = requiring restoration of the unit + cost of any damage to common elements or other units resulting from such unapproved alteration(s).

7. Laundry Room Credit Cards and Vending Machines—Tampering or attempting to break into any credit machine or coin box located in the laundry room.
Fine: Minimum fine of \$500 + repair costs + seek possible criminal prosecution.

8. Damage to Home-Run Cable System—Deliberate or incidental damage to Cable System.
Fine: Up to \$1,000 + cost to repair.

9. Move-In and Move-Out Procedure—Move-in or move-out without following proper procedure and obtaining appropriate approvals or moving-in or out through the bridge level.
Fine: \$500 owner fine in addition to the payment of the required move-in or move-out fee.

10. Failure of Owner to Provide Copy of Lease—Failure to provide a copy of a fully executed lease, lease extension, or certificate of occupancy by owner.
Fine: Following initial 30 day written notice, deactivation of Fob or Card and \$100. For each month thereafter, \$100.

11. Refusal to Permit Access to Unit—Unreasonable refusal or failure to permit an authorized representative of the Association access to a unit, portions of common elements or limited common elements.
Fine: \$100 + Association may levy for costs of damage to the common elements or other units resulting from the refusal or failure

to permit access.

12. Excessive Noise—Excessive noise or other disturbance which is documented by Association Management, security personnel, a witness and/or other evidence.
Fine: First violation—written warning; second violation--\$100; third violation--\$300; each subsequent violation--\$300.
13. Animals Not Permitted—The visiting, keeping, or maintaining of non-service dogs, reptiles, or other non-permitted animals.
Fine: \$50 per day + cost of/and eviction of animal.
14. Maintenance of Pets—Failure to maintain a permitted pet in such a manner as to not cause offensive odors or fumes.
Fine: \$50 per occurrence and possible eviction of the animal + costs.
15. Refusal to Use or Show Key-Card/Fob, or Proper Identification to Guard—Refusal to show proper identification to security gate personnel when requested, or refusal to use key-card or fob to obtain entrance.
Fine: \$50 minimum per occurrence.
16. Skating or Roller Blading in Residential Lobbies or Common Areas—Skating or using roller blades in residential lobbies or Common Areas - skating or using roller blades, recreational scooters, or riding a bicycle in any portion of the residential lobbies, on the Plaza level, or on any carpeted portions of the common elements including all corridors, or on the Sun Deck (61st Floor).
Fine: Up to \$1,000 + cost to repair damage.
17. Feeding Birds or Other Wildlife - Feeding or maintaining wild birds including the easement areas.
Fine: \$25 for first violation; \$50 for second and subsequent Violations.
18. Cats, Failure to Confine - Cats not confined to unit and balcony of owner.
Fine: \$50 for first violation; \$100 for second and subsequent Violations.

C. Summary of Damage and Cost Schedule:

Explanation of the Schedule. Any violation of these Rules and Regulations authorize the imposition of certain charges to reimburse the Association for out-of-pocket costs or damage to property actually incurred as a result of actions by a Unit Owner, tenant, or occupant, of a unit. By contrast to fines,

they are not intended to be punitive, but only to reimburse for money actually expended. *Examples of representative charges are listed below and are not necessarily exhaustive.*

1. Property Destruction—Destruction or damage to property (whether intentional or accidental) in the common elements or that belongs to other owners.
Remedy: Cost of repairs {In addition, if intentional, the Association may fine up to \$500 and seek possible criminal prosecution}.
2. Garbage Chutes--throwing smoldering materials or large materials that may clog a garbage chute down a garbage chute.
Remedy: Cost of repairs {In addition the Association may fine up to \$1,000 and levy for all of its repair or replacement costs + the cost of any reward up to \$500 + seek possible criminal prosecution}.
3. Property Theft—theft of Association property.
Remedy: Replacement cost {In addition, Association may fine up to \$500 and seek possible criminal prosecution}.
4. Property—Accidental Damage—Accidental damage to Association property during move-in or move-out.
Remedy: Repair Costs.
5. Property—Pest Infestation—Pest infestation of common elements or other units due to improper maintenance of pest control in a unit.
Remedy: Cost of extermination of all infested areas and if Unit Owner refuses entry to unit, any damage to the common elements of other units from such refusal.
6. Water or Other Damage to Another Unit—Water or other damage to another unit or the common elements caused by conduct, failure to maintain or conditions in the offending unit.
Remedy: Cost of Repair.
7. Lockouts—Unit resident locked out of unit.
Remedy: After the second lockout in any twelve-month period, subject to a work order charge if after 6:00 p.m. or if office access to key is not possible.
8. Skating or Roller Blading in Residential Lobbies or Common Areas—Skating or using roller blades, recreational scooters, or riding a bicycle in any portion of the residential lobbies, on the Plaza level, or on any carpeted portions of the common elements including all corridors, or on the Sun Deck (61st Floor).

Remedy: Repair Cost in addition to fine for each offense.

9. Lobby Damage to Common Areas—Carrying food, beverages, or other substances in such a manner as to damage any portion of the residential lobbies or other common elements.

Remedy: Repair Cost

10. Requests for Documents—Any request for document copying or production of documents in connection with leasing, closing sales, refinancing.

Remedy: Copying documents--\$.15 per page; document preparation for sale of a unit--\$75; refinancing of a unit--\$35; copies of Declaration and By-Laws--\$25.

11. Supplemental Cost of Employee Witnesses—The supplemental cost to the Association for employee required to appear as a witness in connection with any hearing involving a violation of these Rules and Regulations during a time the employee would not otherwise be on duty.

Remedy: Supplemental Cost

12. Miscellaneous Nuisances—Any other activities constituting a nuisance.

Remedy: Repair cost {In addition to fine for each offense}.

D. Tenant Eviction Actions.

1. Statutory Authority to Evict Tenants. The Condominium Property Act and the Code of Civil Procedure authorize the Association to bring an eviction action directly against a tenant where

a. The Unit Owner fails to provide a copy of the lease or related documents to the Association prior to the tenant's moving into the unit as required by Section II(C) of these Rules and Regulations or

b. The tenant(s) violate(s) any of the provisions of the Declaration, By-laws, or these Rules and Regulations.

2. Ten Day Notice.

a) Before bringing an Eviction Action for failure to provide a copy of the lease or related documents to the Association, the Association will serve a ten day demand on the tenant and provide a copy to the Unit Owner.

b) Before bringing an Eviction Action for violation of the Declaration, By-laws or these Rules and Regulations, the Association will serve a ten-day notice to quit and vacate on the tenant and provide a copy to the Unit Owner.

3. Tenant Eviction--Circumstance Where Appropriate. The Association shall only bring an eviction action against a tenant under these Rules and Regulations for violations of the provisions of the Declaration, By-laws or these Rules and Regulations, for the following reasons:

a The eviction is authorized by the Board and

b The violation:

(i) threatens the health and safety of other condominium residents or employees,

(ii) threatens physical damage to the building, the common elements or the personal property of any resident or employee,

(iii) violates any law or ordinance of any governmental agency,

(iv) the tenant has engaged in repeated violations of one or more of the provisions of the Declaration, By-laws or these Rules and Regulations, or

(v) otherwise constitutes a serious violation of the Declaration, By-laws or the Rules and Regulations.

4. Eviction-No Requirement for Hearing. Except for the Ten-Day Notices provided for in Section III (D) of these Rules and Regulations, the Association is not required to provide any other notice or the opportunity for a hearing before bringing an action for tenant eviction.

5. No Election of Remedies Required. Nothing in these Rules and Regulations shall preclude the Association from seeking a fine and reimbursement for damages in addition to bringing an eviction action for any violation.

6. Association Costs and Attorney Fees for Tenant Eviction. The Association may seek as part of a tenant eviction action a judgment against both the tenant and Unit Owner for all of its costs and attorney fees incurred in bringing the law suit. By bringing a tenant eviction action, the Association shall not be liable to either the owner or tenant for interference with any lease or contract.

E. Rules Violations--Reporting. To ensure that the Board of Directors follow the statutory requirements in enforcement and imposing fines, as provided for in Section 20 of the Declaration of Condominium Ownership for the Marina Towers Condominium Association, the following procedures shall be followed:

1. Violation--Complaints--Reporting to Management Office. Report the alleged violation in writing to the Board of Directors through the Management Office. Such report should include, if known, a list of any witness or witnesses and/or any documentary evidence of the

alleged violation.

2. Violation--Complaints--Investigation by Management Office. The Management Office will immediately investigate the complaint and if there are one or more corroborative witnesses or there is evidence of a violation, the Manager is authorized to notify the Unit Owner and any tenant or occupant charged with the violation of the Rules, in writing, of the alleged violation.

IV. PROCEDURE REGARDING ENFORCEMENT OF THESE RULES

A. Notification of Alleged Violation.

1. Violation--Verification by Manager. When a complaint of a violation of the Rules is filed with the Manager, which is corroborated by a witness or other evidence, the Manager is authorized to notify the Unit Owner and tenant believed to have violated the Rules of the alleged violation.
2. Violation--Notification to Unit Owner or Tenant. When a violation of these Rules is believed to have occurred and a fine is imposed for the violation, the Unit Owner and tenant, occupant or other person believed to have violated these Rules shall be notified within 10 days of the alleged violation by the Association or its duly authorized agents. Where a tenant, occupant or other person is notified of the alleged violation, the Unit Owner shall also be jointly notified,

B. Contesting Alleged Violation of Rules. If any person charged with a violation where a fine is imposed believes that no violation has occurred or that he or she has been wrongfully or unjustly charged hereunder, the person must proceed as follows:

1. Hearing--Request--Time Limitation. Within twenty-one (21) days after the Notice of Violation has been served, pursuant to the provisions herein, the person served must submit in writing, a request for a hearing concerning the violation.
2. Hearing--Time for Holding. After a Request for a hearing is filed, a hearing shall be called by the Hearing Committee. Unless otherwise agreed to by the person charged with a violation of these Rules, the hearing shall be called as soon as is practical after delivery of the written request.
3. Hearing--Procedure. At any hearing, the Committee shall hear and consider arguments, evidence, or statements regarding the alleged violation, first from any person or persons having direct knowledge of the violation and then from the alleged violator and any witnesses on his or her behalf. Where a tenant or occupant is charged with a violation of these Rules, the owner of the unit shall also be notified and shall have a right to be present at the hearing. Following the hearing and due consideration, the Committee shall make its

recommendation regarding the alleged violation to the Board. The recommendation of the Committee shall be made by vote of a majority of the members of the Committee present at the hearing. The Board shall then accept, reject, modify or return such recommendation for further consideration to the Committee.

- C. Hearing Request--Waiver. If no Request for a hearing is filed within twenty-one (21) days, the hearing will be considered waived, the allegation in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed and the amount levied considered a debt. The Unit Owner and any tenant shall be notified by the Association of any such determination.
- D. Fines not Payable Until Board Action. If a Request for a Hearing is filed, payment of any assessment, charges, costs, or expenses made pursuant to the provisions contained herein shall not become due and owing nor be considered a debt until the Board has completed its determination. The Unit Owner and any tenant charged with a violation of the Rules and Regulations shall be notified, in writing, of the Board's determination.
- E. Fine, Charge, or Association Legal Fees--Time Limitation for Payment. A fine, charge or Association legal fees included as part of the Unit Owner's monthly statement, shall be due on the first of the month, and if full payment is not received by the tenth (10th) of the month, the Unit Owner shall be deemed in default and a late charge may be assessed in the same manner as assessments. Failure to make the payment on time shall also subject the Unit Owner to all of the legal remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Unit Owner's account, shall become a lien against the unit and shall be collectible as a common expense in the same manner as a regular or special assessment of a unit.
- F. Remedies--not Deemed Exclusive. The remedies hereunder are not exclusive and the Board may in addition take any action provided at law, in equity, or in the Declaration and By-laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.
- G. Notice Requirements.
 - 1. Notices provided for in the Condominium Property Act, Declaration, Bylaws or these Rules and Regulations shall be in writing and
 - a) addressed to the Association or Board at 300 North State Street, Chicago, Illinois or at such other address as hereafter provided.
 - b) addressed to any Unit Owner, tenant, or resident at 300 North State Street, Chicago, Illinois or to such other address as hereafter provided.
 - 2. Notices are deemed served:

- a) By personal delivery at the time of delivery;
 - b) By mail at the time of deposit in the United States mail, provided that the Notice has been sent by certified mail--return receipt requested, postage prepaid to the owner, tenant, or occupant, subject to the Notice of Violation at the address previously furnished to the Association, and if no address has been previously furnished, to the unit. To be effective, service sent by certified mail--return receipt requested to the last known address need not be received by the Unit Owner, tenant or occupant; or
 - c) By mail or delivery as provided in Section IV(G)(2) to an agent of the Unit Owner, when the Unit Owner has provided the Association in writing with authorization for an agent to receive notices under these Rules and Regulations..
3. In addition, as a courtesy, but not a requirement of these Rules and Regulations, the Manager or his or her designee shall attempt to deliver a copy to the unit.

V. PROCEDURES FOR ELECTION OF THE MEMBERS OF THE BOARD OF DIRECTORS

A. Notification

The Board of Directors will set the date, time and location of the Annual Meeting, pursuant to the By-laws of the Association.

B. Nomination for Board of Directors.

- 1. Procedure to Become a Candidate. Any Unit Owner seeking to be a candidate for the Board of Directors shall submit prior to the date set by the Election Committee. (a) a candidate information form and (b) proof of unit ownership, which shall include a copy of a recorded deed, to the Management Office.
- 2. Land Trust or Corporate Unit Owner-Requirements. A candidate for the Board of Directors must be a Unit Owner. If title to a unit is held in a land trust, the beneficiary of such trust may serve as a director, if all of the powers of management, operation and control of the unit are vested in the trust beneficiary or beneficiaries. If title to a unit or the beneficial interest in a land trust is held in a corporation or partnership, an officer, partner or employee of such corporation or partnership may serve as a director.
- 3. Certification of Candidate Eligibility. At a meeting of the Board, held prior to the Annual Meeting, the Election Committee shall report to the Board the names of all persons who have filed the required document demonstrating that they are unit owners eligible to be candidates for

Board positions due to become vacant at the Annual Meeting. The names of all such Unit Owners shall be printed on the Official Ballot and the Official Proxy, if any, for the Annual Meeting.

4. Proxy Form. The proxy form distributed for Board elections by the Board of Directors shall give Unit Owners the opportunity to designate any person as the proxy holder, and gives the unit owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

5. Defamatory Statements - The Association specifically prohibits the publication of any defamatory statements in Board candidate campaign information, including but not limited to, candidate bio's/statements of candidacy or campaign materials that are submitted to the Association or any of its agents for distribution and/or publication to Unit Owners by the Association. Any defamatory statements included in the aforementioned materials is subject to redaction by the Chairperson of the Election Committee prior to publication by the Association.

6. Additional Procedures--Annual Meeting. The Election Committee may develop additional procedures for the Annual Meeting, which shall be included in the mailing announcing the Annual Meeting.

C. Annual Meeting--Agenda and Procedures--~~+~~

1. Nominations at the Annual Meeting may also be made from the floor. Each nomination from the floor shall be made by a Unit Owner and shall require two (2) seconds by Unit Owners. Proof of unit ownership shall be required for any person nominated from the floor.

2. Each duly nominated candidate for election to the Board shall be entitled to make a presentation at the Annual Meeting as to his or her qualifications of a duration not in excess of three (3) minutes.

3. At the end of the candidates' presentation, the ballots shall be marked and collected for counting. An independent firm, specializing in the work, shall be engaged to:

- a. Assist in registration.
- b. Determine a quorum.
- c. Collect ballots.
- d. Tabulate the ballots subject to the procedures and rulings promulgated by the Judges of Election.

4. The nominees receiving the highest number of votes (according to common element percentages) shall be declared the duly elected directors.

D. Proxies

1. Unit Owners who cannot be present may vote by proxy executed, in

writing, by the Unit Owner or by his or her duly authorized attorney in fact:

- a. for designated candidates or issues to be voted upon at an Annual or Special Meeting of the Association or with respect to any other issues to be voted upon by the Unit Owners of the Association, such votes to be cast by one or more persons so designated in the proxy to cast such votes; or
- b. to designate one or more persons to cast, without specific, direction of the Unit Owner said Unit Owner's votes.

2. In each case, such proxy shall bear the date of execution, and be invalid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

3. Proxies may be registered and a ballot received therefor by presenting them at the registration from 9:00 a.m. until the voting has been decreed closed and the ballots collected on the day of the Annual Meeting. No proxy shall be valid and counted which

- (a) attempts to deny any unit owner the right to revoke his or her proxy or which sets forth a term during which the proxy may not be revokable;
- (b) is not clearly identified as a proxy or
- (c) is a part of any other document.

4. Proxies may be revoked by a Unit Owner prior to or at the Annual Meeting.

5. Proxies may be distributed with the Notification of Election by the Board. Neither the Managing Agent nor any employees of the Association may solicit proxies or otherwise campaign for the election of Board members. This does not, however, preclude their receiving proxies from Unit Owners, which shall be logged and registered daily by unit number as received in the Management office.

E. Judges of Election

The President will appoint three (3) volunteers from the general membership to act as Judges of Election and may also appoint alternates. The Judges of Election shall determine the procedure for the counting of the ballots, shall oversee the tabulating by the

independent firm retained for that purpose, shall rule on all questions which relate to the validity of the ballots and shall declare the names of the duly elected directors, listing all candidates in rank order by their percentage votes.

F. Voting

1. The vote of ownership of each unit shall be registered for each director to be elected and shall be counted in accordance with the common element percentage appurtenant to the unit. The aggregate number of votes for all Unit Owners shall be one hundred (100), and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements.

2. If there is more than one owner of a unit, and if only one of the multiple owners is present at a meeting of the Association, he or she is entitled to cast all the votes allocated to that unit. If more than one of the multiple owners are present, the votes allocated to that unit may be cast only in accordance with the agreement of a majority of interest of the multiple owners. There shall be deemed to be majority agreement if any one of the multiple owners casts the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the unit.

3. With respect to units owned by a corporation or a land trust, a corporate officer or trustee may designate, in writing, a person to cast votes on behalf of the Unit Owner, which designation shall remain in effect until a subsequent document is filed with the Association.

4. There is no cumulative voting; therefore, each ballot should be marked so that a Unit Owner votes for all open directorships. If a Unit Owner does not vote for all open directorships, this will not spoil the ballot. The Unit Owner's vote will be lost for the number of directors (less than all) for whom he or she does not vote.

5. The percentage voted of the two(2) units owned by the Association shall not be voted for the election of any directors nor on any issue but may be counted toward a quorum.

G. Counting of Ballots-Representation of Candidates

A candidate for election to the Board of Directors, or such candidate's designated representative, shall have the right to be present at the counting of ballots at such election.

VI. THE BOARD OF DIRECTORS AND COMMITTEES OF THE BOARD

A. Open Meetings.

Meetings of the Board of Directors shall only be open to Unit Owners of the property, or their spouses except for the portion of any

meeting held

- (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Directors finds that such an action is probable or imminent,
- (ii) to consider information regarding appointments, employment or dismissal of an employee, or
- (iii) to discuss violations of Rules and Regulations of the association or a Unit Owner's unpaid share of common expenses; that any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner; that any Unit Owner may record the proceedings at meetings or portions thereof required to be open by tape, film, or other means so long as prior to such recording, the Unit Owner discloses his or her intent to record the proceedings to the chair and those present. Any person who is not a unit owner who is permitted to attend a meeting of the Board shall be treated as a guest, and shall not have the right to speak at the meeting unless authorized by the Chair, or to record or take notes during any portion of the Board meeting.
- (iv) Disruption or interference with the meetings of the Board of Managers. Nor shall any unit owner or guest have the right to disrupt or otherwise interfere with the conduct of any Board meeting verbally, physically or in any other manner. The presiding officer shall have the right to require the removal of any person disrupting a board meeting. For purposes of this paragraph, meeting of the Board of Managers shall also include meetings of board committees.
- (v) Harassment or Interference with the members of the Board. The Association recognizes that Board members are volunteers, and wishes to encourage unit owners to serve as members of the Board. The Association recognizes that some unit owners are reluctant to serve as board members because of a concern for verbal, written or physical harassment or interference. Accordingly, it is hereby made a violation of these Rules and Regulations for any unit owner, tenant, or other occupant of the Condominium to directly or indirectly attempt to harass or otherwise interfere with a Member of the Board while acting in his or her capacity as an officer or member of the Board or take any action to attempt to communicate at an unreasonable hour, to harass whether verbally, in writing, physically by electronic communication, by telephone or to otherwise threaten or interfere with the right of quiet enjoyment of any member of the Board or member of the Board member's family or any household member because of any action taken by that board member on any issue pending or expected to be pending before the Board. For purposes of this paragraph, harassment shall mean words, gestures or actions which tend to annoy, alarm and abuse verbally another person or such other

actions as are considered a violation of the Illinois Harassing and Obscene Communications Act or any other similar statute.

- B. Appointment of Committee Chair. The President of the Association subject to Board approval shall appoint the chair of all committees of the Board.
- C. Meetings of Board Committees. Any meeting of a committee of the Board, the membership of which contains eight (8) or more of the members of the Board of Directors that is held for the purpose of conducting Board business shall be open to Unit Owners in the same manner as a Meeting of the Board. and any unit owner shall have the right to record such proceedings following disclosure of his or her intent to record to the chair and those present. Any meeting of a committee of the Board, the membership of which does not contain eight (8) members of the Board of Directors or that is not held for the purpose of conducting Board business may be open to Unit Owners. However, at such meeting no Unit Owner may record the proceedings unless there is otherwise an official reporter present who is recording the proceeding.
- D. Placement of Association Funds-Board Members and Employees. Any member of the Board of Directors of Marina Towers Condominium Association or employee of the management firm who directly participates or provides advise with respect to the placement or investment of Association funds in any financial institutions shall advise the President of any existing or prospective financial or other interest, he or she may have in any financial institution being considered to receive association funds.
- E. Multiple Owners of a Unit. If there are multiple owners of a single unit, no more than two of the multiple owners shall be eligible to serve as a member of any individual committee of the Board of Directors at the same time.

VII. REPEAL OF CONFLICTING RULES

These 1999 amendments to the Marina Towers Condominium Association Rules and Regulations are effective December 1, 2005.

Any rule or portion of a previously adopted rule or regulation which conflicts with any portion of these Rules and Regulations is whereby repealed.

Rules as of 11/16/06