

**4180 Polo Towers
Condominium Association
at
4180 N. Marine Drive
Chicago, IL 60613**

Rules and Regulations

**11.6.2006
Amended as of 6.30.2014**

The 4180 Polo Towers Condominium Association

Rules and Regulations

Originally proposed and implemented on **November 6th, 2006**, in accordance with the authority given to the Board of Directors under the Declaration for the 4180 Polo Towers Condominium Association.

These rules and regulations were amended as of **June, 30, 2014**

Introduction

The following rules and regulations have been developed by a committee of Unit Owners and approved by the Board, Management and the Association Attorneys. They apply to all residents, including owners and lessees, their licensees' guests, the Board, Management and Association personnel.

These rules are intended to ensure the comfort and security of all residents and their guests, as well as to ensure that the 4180 Polo Towers Condominium Association remains a high quality property, thus protecting the value of all owners' investments in their units.

For these rules and regulations to be effective, all residents must cooperate in complying with them and encouraging their neighbors, to do likewise. Those residents who violate rules will face the appropriate Board action, as explained in the document.

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1. Assessments

1. All monthly assessments and any specials assessments are due and payable on or before the fifteenth (15th) day of each month. Any payment with respect to a residential unit which is received by the Management Company after the fifteenth (15th) day of each month will be considered late and will be charged an late fee of Seventy Five Dollars (\$75.00). Any payment with respect to a parking unit, which is received by the Management Company after the fifteenth (15th) day of each month, will be considered late and will be charged an late fee of \$25.00. All late fee(s) will become due and payable along with the regular assessment.
2. In order for combined units to be treated as if they were (one) 1 unit, unit owners must comply with section 3(b) of the Declaration (see Appendix B at page 27).
3. The Association will charge Thirty-Five Dollars (\$35.00) for checks returned by the Bank for any reason or for returned auto pay.
4. Any account that is delinquent for more than forty-five (45) days is subject to legal action. Once legal action has started, all legal fees and costs will be assessed to the account of the defaulting unit owner.

2. Roof Deck

1. Nothing may be thrown or dropped off the roof deck.
2. No hanging on the railing is permitted at any time.
3. No glass is allowed on the roof deck.
4. Unit owners are responsible for any damaged property caused by negligence from themselves, their lessees, licensees or their guests to the roof deck.
5. Residents are responsible for all personal furniture that may cause damage or injury to others due to high winds, etc.
6. Grilling on the roof deck is allowed. There are community grills available to all owners/residents of Polo Tower. It is on a "first-come, first-serve" basis. Personal electric grills are also allowed. No gas or charcoal grills are permitted on the roof deck. Violators will be subject to a fine up to One Thousand Dollars (\$1,000) per violation
7. No fireworks on the roof deck. Violators will be subject to a fine up to One Thousand Dollars (\$1,000) per violation.
8. Cigarette smoking is allowed on the roof deck. Please dispose of cigarette butts in the receptacle provided. Improper disposal of cigarettes is subject to a fine in accordance with the Rules and Regulations of the Polo Tower Condominium Association.

3. Bicycles and Bicycle Room

1. No bicycles shall be stored in individual units, moved through the lobby or be allowed in passenger elevators under any circumstances unless temporarily superseded by the management office with a written notice.
2. They must be stored in the bike room. All bicycles must be registered in the Management Office and display the Association's ID Decal. All bikes must be locked securely to the rack in a space and not locked to another bike or the outside of the rack or they will be removed. Bikes cannot obstruct access to other bikes. Residents with bikes must leave and enter the building through the North pedestrian door at the building's driveway entrance. Guest bikes are not allowed in the building. The association is not liable for loss or damage to any bikes stored in the bike room.
3. There will be an annual charge of Fifty Dollars (\$50.00) per bike, due **at the beginning of the calendar year.**
4. Unregistered bikes will be removed from the bike room. If unclaimed after **ten (10)** days, the unregistered bikes will be donated to charity.

4. Bulletin Boards

1. The glass-enclosed bulletin board in the mailroom and laundry room is for association business and the listing of condominium unit(s) at 4180 N. Marine Drive, parking spaces, or other tasteful miscellaneous items for rent or sale. All ads must be approved by the Management office and signed with a date for the duration of time to be posted.
2. Residents may request to post signs, posters, advertisements, only in the glass enclosed bulletin board in the mailroom. The postings may be no larger than 8.5" and 11" and must be dated; management will remove signs two weeks after their posting due date. All signs/posters must be cleared through the Management Office or they will be removed.
3. An enclosed bulletin board will be available in the mailbox area on the West wall for posting ads approved by the management office. An open bulletin board will also be available in the laundry room.

5. Christmas Trees

1. Artificial Christmas trees are preferred due to the potential fire hazard and the mess attributable to natural trees. If natural trees are used, they must be bagged inside of a unit and **taken out in the freight elevator only.** Debris from trees must be cleaned up by residents. **Tree bags are available in the Management Office at a minimal cost.**

6. Construction

1. Prior approval must be given by the Management Office before any alteration or construction to a unit begins. Construction and painting is only allowed Monday through Friday from 8:00am to 5:00pm, Saturday from 9:00am to 4:00pm excluding national holidays. All construction debris must be removed by the contractor at the end of each workday via service elevator **only** and is not allowed to be placed in the building's dumpsters.

7. Courtesy Parking

1. Temporary parking is available in the driveway starting from the sidewalk to the pedestrian door. This area is for fifteen (15) minute parking only with blinking lights. Violators will be towed.
2. No parking is permitted fifteen (15) feet from either side of the parking card entry system. This area is marked with a yellow line at the curb. All violators will be towed immediately.

8. Deliveries

1. It is required that all deliveries be scheduled with the Management Office. Deliveries are allowed **during office hours only**. Deliveries are not allowed on Sundays or on national holidays unless approved by the Management Office. **Large deliveries are to be made via the service elevator only. Violators of this rule will be subject to a One Hundred and Fifty Dollar (\$150.00) fine.**

9. Fitness Center

1. The Fitness Center is open twenty-four (24) hours a day seven (7) days a week.
2. The residents using this Fitness Center understand that they are solely responsible for any injuries sustained using any of the equipment or the facilities, and have agreed to defend, indemnify and hold the Association, its Board of Directors, its employees and agents harmless from any and all claims, damages, or judgments arising out of the residents use of the Fitness Center or any of its facilities or equipment.
3. Usage of the equipment is limited to thirty (30) minutes per piece of equipment.
4. Do not move equipment or obstruct the use of any other equipment.
5. Proper attire must be worn at all times (shirts, shoes, etc.)
6. Radios without headsets are not permitted, walkman with headset or equivalent only.
7. The television should be turned off when exiting the fitness center.

8. Please turn off the heat, lights, and fans and/or air if you are the last person in the room.
9. Anyone under the age of eighteen (18) is not allowed in the exercise area. The gym may not be used for the riding of tricycles, bicycles, skateboards, rollerblades or toy cars.
10. Pets are not allowed in the exercise room at any time.
11. Personal trainers using the exercise area to train unit owner/tenant clients are required to have general liability insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) per occurrence for bodily injury and property damage liability combined. Copy of the policy must be given to the office.

10. Garage

1. Each garage unit shall not be used in violation of the City of Chicago Zoning Ordinance. In particular, the Garage Units are legally required accessory parking spaces for the building and may not be used as ancillary parking facilities for other buildings in the neighborhood. Garage Units may not be used as a public parking facility, a valet parking facility, an automobile repair, dealer, used car sales lot, or any other accessory use.
2. 4180 Polo Tower Condominium Association does allow for leasing of owned parking spaces. At least three (3) days before the onset of any lease contract for parking the following documentation must be provided to the management office:
 - a. A copy of the valid vehicle registration.
 - b. A copy of the current insurance declaration sheet indicating that the owner of the vehicle has a minimum of Fifty Thousand Dollars (\$50,000) in liability coverage.
 - c. If an owner is leasing a space to an individual that does not live in the building an owner must provide the Management Office with a credit report, background check, and application prior to accepting any lease for parking.
 - d. Provide an executed copy of the parking space lease and the Polo Tower Parking Lease Rider.
3. Violation of this Rule shall be subject to monetary fines per the discretion of the board of directors. Such fines may include a per diem.
4. Parking spots may not be used for storing any other items other than automobiles or any other motorized vehicles. Storage of unauthorized items is subject to a fine.
5. Vehicles must be in good working order. The owner will be responsible for the cost of clean up for oil leaks, etc. Owners of vehicles not in good working order are subject to a fine of One Hundred and Fifty Dollars (\$150.00) with a Five Dollar (\$5.00) per diem until the vehicle is restored to good working order.

6. Before renting a parking space to someone living outside of the building, you must check with the office to see if there is someone on the waiting list. Priority is given to residents of Polo Towers.

11. Hallways and Stairwells

1. There are two (2) stairways on every floor marked with "Exit" signs. Any set of stairs between floors one (1) and sixteen (16) may be entered.
2. Chicago City ordinance mandates that the stairway doors remain closed at all times.
3. Stairways may not be obstructed, blocked or used for any purpose other than ingress or egress. Nothing may be discarded or stored in these emergency stairway exits.
4. Smoking is not permitted in the lobby, hallways, stairways or any other common areas, **with the exception of the roof deck**. A One Hundred and Fifty Dollar (\$150.00) fine will be assessed to violators. Owners/tenants are responsible for their guests' behavior.
5. Residents are not to block hallways and stairwells for any reason. Also, items such as shoes, umbrellas, etc. may not be left in hallways for storage or drying purposes under city ordinance.
6. Rollerblades or any other non-motorized or motorized items are not allowed to be stored or ridden in the common areas.
7. Except as permitted in item 10, personal signs, slogans, business/commercial signage, decorative door hardware or electrical fixtures are not permitted on any resident's doors or on the corridor walls. Management may only place such items.
8. Maintenance staff will remove and discard all newspapers or deliveries left in front of unit doors for more than two (2) days. Only management may place such items.
9. Proper attire must be worn at all times through the hallways including shirts and footwear, including the summer when going to and from the roof deck.
10. Owners are allowed to display reasonable holiday decorations on the outside of their entrance doors. Any such decorations may not be displayed more than thirty (30) days prior to the date of the holiday and must be removed no less than fifteen (15) days after the holiday. Owners are also entitled to display reasonable religious symbols, such as but not limited to mezuzahs, etc, on the outside of their doors. Any such decorations, whether for a holiday or religion, may not be noxious or offensive to other owners.

12. Insurance

1. Unit owners and renters are required to secure insurance coverage for their additions, improvements and personal property in their unit, storage locker, garage, bike room or elsewhere in the building. Unit owners should carry a minimum of One

Hundred Thousand Dollars (\$100,000) of personal liability insurance and provide a current certificate to the Management Office annually. Further, it is the responsibility of the Unit owner to ensure that any tenant placed in his or her unit procures and maintains appropriate renters insurance coverage. The 4180 Polo Towers Condominium Association should be shown as an additional insured on any and all coverage obtained by any unit owner or tenant residing or owning a unit at 4180 Polo Tower Condominiums. The insurance provided by this section must cover all damages to another unit caused by the negligence of the owner or his or her guests, residents, lessees, or invitees, or regardless of any negligence originating from the unit. The personal liability of a unit owner or association member must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required by these Rules, as well as the decorating, painting, wall and floor coverings, trim, appliances, and other furnishings.

2. The 4180 Polo Towers Condominium Association maintains insurance for the building and all common areas. The Association maintains fire and casualty insurance for the full insurable replacement cost of the common elements. The Association does not insure the contents of a unit or its additions and improvements or any personal belongings within the unit.

13. Laundry Room

1. The laundry room is open twenty-four (24) hours a day seven (7) days a week.
2. The laundry room is for the use of building residents only.
3. Residents should empty washers and dryers as soon as the cycle is completed. The cycle time is on the washer and dryer.
4. Please remove lint from the dryer when cycle is finished.
5. Please report any malfunctions or out of order machines to the **Management Office**.
6. Ironing in not permitted.
7. Smoking, bare feet and pets are not allowed in the laundry room.
8. Dying of clothing or washing of animal bedding is not permitted in the washers.

The Association and/or Management assume no responsibility for damage of clothes or loss of clothing. The Association has no management responsibility for this individually owned and operated facility.

14. Leases for Units

1. No initial lease shall be made for less than one (1) year.

2. Each lessee shall be required to sign a lease rider (see Appendix A, Page 24-26) stating that the lessee has received a copy of the Rules and Regulations and that they will adhere to and comply with the property's Declaration and By-Laws and all rules and regulations adopted by the Board.
3. A copy of the lease must be provided to the Management Office no later than three (3) business days prior to occupancy. All lease renewals must be filed with the management office at least fifteen (15) days before the renewal start date. If this provision is not complied with, a fine of One Hundred and Fifty Dollars (\$150) will be assessed to the unit owner's account and a Five Dollar (\$5.00) per diem fine will accrue until a unit owner is in compliance with this rule.
4. All leases provided must fully notify the Management Office of all current occupants of the unit, including children. This notification, among other things, should not only include the names of each occupant but the phone number of the unit, the number of vehicles used by the occupants, and the number and type of any pet (if permitted).
5. All owners are responsible for the behavior of their tenants and must convey these rules and regulations to each and every occupant of a unit that they own.
6. Since they are a covenant running with the land the unit owner is absolutely obligated to pay all of the condominium fees. These fees included, but are not limited to; all special assessments of the association, move-in/out charges, maintenance costs, or any other special fees or charges imposed by the association.
7. Any violations of the Declaration, By-Laws or these Rules and Regulations by a tenant may result in a flat or daily fine or in more serious situations, eviction proceedings. All fines, costs and legal fees will be charged to the unit owner.
8. Any uncollected fines, fees or charges assessed to a unit owner's account as a result of a tenant's actions are the responsibility of the unit owner(s).
9. The execution of a lease shall not relieve the unit owner of any responsibilities or owner's obligations under the condominium instruments or these Rules and Regulations.
10. The Association reserves the right to prohibit a tenant from occupying a unit until the owner complies with leasing requirements. The Association reserves the right to initiate legal proceedings against the tenant and/or the owner for breach of any of the Rules and Regulations.

15. Lock-outs

1. In emergency situation, such as locking yourself out of your condominium after management hours, residents will be charged a fee payable at time of service.
2. Fees for lock- outs Monday thru Friday are:
 - \$25.00 (office close to 11:00pm)
 - \$ 40.00 (11:00pm to office open)

3. **Fees for lock-outs Friday, Saturday, Sunday and all Holidays are:**

- \$50.00 (Friday after 5:00 pm to 10:00 am Monday)

16. Move in-out elevator use

1. The service elevator must be reserved through the Management Office for all move-ins/move-outs.
2. Move-ins and outs are permitted **during office hours and for an additional Fifty Dollar (\$50.00) fee on Saturday(s) as available for a (2) hour window per one (1) bedroom apartment and three (3) hours for two (2) or (3) bedroom unit.** A sign shall be posted by the management office at the basement elevator during the move-in/move-out time period. The elevator doors must not be forced or propped open as this damages the elevator. Violators will be subject to a One Thousand Dollar (\$1,000) fine plus any cost to repair.
3. Any unscheduled move will result in the Association fining the owner of the unit One Hundred and Fifty Dollars (\$150.00).
4. All owners will be responsible for the action of their tenants, guests, and/or movers.
5. The above policies do not apply to furniture deliveries, however, it is required that all deliveries are to be scheduled with the Management Office. Deliveries are not allowed on Sundays or national holidays without approval from the Management Office. (See Appendix C – List of National Holidays at page 33). In the event that a furniture delivery is used as a move-in, the resident will be assessed the unscheduled move fee.

17. Noise and disturbances

1. No resident shall make or permit any disturbance in the building or common areas by themselves, their lessees, family, guests, or invitees nor permit anything by such persons that will disturb or interfere with the rights, comfort or convenience of other residents.
2. No resident shall play, or allow to be played, any television, stereo, radio or other musical/sound instruments at a level that may annoy or disturb occupants of other units.
3. Violations are to be reported in writing to the Management office. Initial violation(s), depending on the severity, will usually result in a written warning. Repeat of violation(s) will result in a One Hundred and Fifty Dollar (\$150) fine. Continued violation(s) will result in fine increases and, if applicable, non-renewal of lease or eviction proceedings.

18. Occupancy Requirement

1. No unit owner will be permitted to use or convert his/her unit(s) for the sole purpose of housing a pet(s) without the occupancy of the unit owner. Nor will a unit owner be

permitted to lease or assign his/her unit(s) without the intention of the lessee or assignee to actually and physically reside in the unit.

19. Pets

Section 3(g)(5) of the Declaration provides that a household pet may be kept in the units, subject to the rules and regulations adopted by the Association (see Appendix A at page 27). Accordingly the Association, acting through its Board, has adopted the following.

1. The only animals permitted as household pets are dogs, cats, birds and fish. Any violation of this rule is subject to a fine of One Hundred and Fifty Dollars (\$150.00).
2. No pets may be kept, bred, or maintained for commercial purposes.
3. A photograph of each pet being registered is required.
4. All pets must be registered with the Management Office using the authorized registration form (see "Pet Registration Form" on page 22). Registration must be made prior to bringing the pet into the building or, if the owner was unaware of this requirement, within three (3) days of notification from Management Office or the Board. Pet owners residing in the condominium prior to the Association's adoption of these rules and regulations will have thirty (30) days thereafter to register their pets. Owners and tenants who do not register their pets after such notification will be asked to promptly remove the unregistered pets from the building, usually within three (3) days. Registration does not imply that the Association or its agents assume any responsibility for damages or injuries caused by pets to any person or property. Such damages are the sole responsibility of the pet owner/unit owner. Each pet is will be assessed a one-time, non-refundable fee. Please see the [Management Office](#) for the specified amount.
5. At the time of registration, the pet owner will be required to pay the registration fee established by the Management Office.
6. There is a limit of two (2) dogs/cats per household. The weight restriction on dogs is as follows:
 - 1 dog – Not to exceed 50 pounds
 - 2 dogs - Combined weight not to exceed 50 pounds.
7. Other household pets as defined herein are allowed without registration as long as the resident/tenant owning the pet complies with the Declaration. No dogs deemed vicious and/or aggressive, such as pit bulls, will be all allowed.
8. Pet owners must comply with all applicable city, county and state requirements, including required city shots/inoculations and provide the Management Office proof of such inoculations. Noncompliance will constitute cause for removal of the pet from the property.

9. Pets shall not cause a nuisance to other residents of the condominium, their guests, condominium staff or other visitors to the 4180 N. Marine Drive building. Causing a nuisance includes but may not be limited to excessive noise, aggressive behavior or damage to the property. Excessive noise is any noise that results in a reasonable complaint by residents or their guests.
10. Pets taken through the lobby must either be carried or in an appropriate carrier. Dogs are to be led, on a leash, through the back door **only** on the North side of the building. They are also only allowed in the freight elevator.
11. Pets will, at all times, in common areas, including elevators and hallways, be under the control of their owners. This shall mean either carried by hand, in an appropriate carrier or on a leash. No length is prescribed for a leash; however, the owner must be able to restrain his or her pet from causing a nuisance, to or touching of, any person or other pet.
12. Pet owners will avoid entering elevators that are crowded (4 or more persons) or if someone in the elevator asks the owner to not enter with his or her pet. Pet owners will avoid entering elevators with pets if there is any display of aggressive behavior by the pet. Pets may only be taken in the freight elevator and are not permitted in the passenger elevator.
13. Pets are not allowed in the laundry room, the exercise room or roof deck at any time.
14. The Management Office must be notified if any owner employs a pet care service that will be sending personnel to the building.
15. Owners are responsible for cleaning up after their pets. The City of Chicago requires that pet owners clean up after their pets on city property. Owners must notify the Management Office if their pet has an accident on condominium property. Owners will be assessed for any damage and fined Seventy-Five Dollars (\$75.00) as a clean up cost caused by their pets. Pets are not to be allowed to use any common element including elevators, stairways, roof deck, driveway or the garage to relieve themselves.
16. Kitty litter must be securely bagged and brought to the dumpster area. Under no circumstances is kitty litter to be disposed of in the building's plumbing system. Anyone doing so will be held responsible for any damages.
17. All pet waste, including kitty litter, must be secured in plastic bags or other appropriate containers and placed in a dumpster in the driveway area only.
18. Complaints regarding any pets should be referred to the Management Office or the Board using the procedures provided elsewhere in these rules and regulations including notice and an opportunity to be heard. The Board or its designated agent may, after finding a complaint has merit, take appropriate action including, but not limited to, assessing the owner for damages caused by the pet, directing the owner to insure any inappropriate behavior ceases, or directing the owner to permanently remove the pet(s) from the premises.

20. Garbage Rooms

1. Trash cans are located on each floor in the garbage room. Trash is not to be left on the floor or block the door from closing.
2. Also, any items such as matches and any flammable materials must be completely cooled or soaked in water to avoid starting fires in refuse room. Flammable materials such as paraffin, wax, benzene, gasoline, or camphor flakes or balls should never be placed in the refuse room. Any items that cannot be disposed of due to high flammability please are to follow appropriate disposal procedures.
3. Refuse of any kind is not permitted in the hallways, or stairwells. Leaving trash in these areas is unsanitary, leads to pest and rodent problems, and is also a violation of City Health ordinances.
4. Any boxes too large to fit in a trash can must be taken down the dumpster area. Please see section five (5) for proper disposal of Christmas Trees.

21. Satellite Dishes

1. No satellite dishes are allowed in common areas of building. This includes; the outside façade area, roof deck, etc.

22. Selling a unit

1. Every unit owner that sells his/her condominium must collect two (2) months assessment fee from the buyer, to be put in the 4180 Polo Towers Condominium reserve account.

23. Solicitation by Outsiders and/or Residents

1. Solicitation is not permitted in the building. Unauthorized solicitors will be asked to leave the building. If you suspect a problem or someone is acting suspicious, contact Management or call the police. No personal solicitation is permitted by residents in the building.

23. Washers and dryers

1. No washers and dryers are permitted in units. Any Unit Owner that is found to be in violation of this provision is subject to a Five Hundred Dollar (\$500) fine, and a per diem of Fifty Dollars (\$50.00) until the violation is corrected.

24. Separability

Should any part or provision of these Rules and Regulations be rendered invalid by reason of an action of law, such invalidations of any part or provision of these Rules

and Regulations shall not invalidate the remaining parts or provisions thereof, and they shall remain in full force and effect.

25. Violations

If anyone observes an action that he or she believes to be a violation of the Illinois Condominium Property Act (“Act”), Declaration, By-Laws or Rules and Regulations of the 4180 Polo Towers Condominium Association, he or she must be the one submitting the complaint and must complete the prescribed form to the best of his or her ability. Unsigned forms will be discarded. The form must be presented to the Management Office. See “Violation Complaint – Witness Statement” in Appendix A at page 19. This form is also available in the Management Office. If appropriate, please provide photographs at the time the complaint form is submitted or within five (5) days after the alleged violation has occurred. If the photograph(s) does not bear an imprinted day and time, the photograph(s) should be dated on the reverse side of the photograph(s).

This process applies only to written complaints. Verbal complaints are not covered by the procedures, are ordinarily dealt with immediately and do not result in formal actions. An individual may, however, submit a written complaint subsequent to a verbal complaint.

26. Procedures for Hearing and Assessment of Fines

- a. When a complaint has been made, the alleged violator will be notified in writing of the allegations of misconduct, and the date, time and place of a scheduled hearing on the allegations. The Notice of Alleged Violation Form is included in Appendix A at page 19. If the alleged violator is a tenant, guest, invitee or family member of a unit owner, the unit owner will also be notified in writing. Generally, all the hearings on violation will be scheduled during an executive session of the Board after the next scheduled Board meeting, unless the alleged misconduct is of a very serious nature, necessitating an immediate hearing.
- b. If the scheduled date is inconvenient for the unit owner, then the unit owner must submit a written request for a continuance within five (5) days after the date of the Notice of Alleged Violation.
- c. In the event that the alleged violation is not the first by the violator, or the violation is so serious that time is imperative or if the Board in its discretion so elects, the Board may turn the matter over to the Association’s attorney for immediate appropriate action. If the Board finds that the owner is liable for the violation, all legal expenses and costs incurred shall be assessed to the unit owner. All such legal expenses and cost shall be treated as that owner’s respective share of the common expenses and will become a lien against the unit.
- d. If the Unit Owner charged with a violation believes that no violation occurred or that they have been falsely accused, the Unit Owner must proceed as follows:
 - i. A hearing regarding the complaint shall be held before the Board.

- ii. The Board may hear and consider statements, evidence, and arguments regarding the violation from any person or persons having direct knowledge of the violation and then from the regarding the violation from any person or persons having direct knowledge then from the alleged violator and any other witnesses. The Board and the alleged violator will be given an opportunity to question all witnesses. Following the hearing, the Board will determine whether a violation has occurred and, if so, the appropriate penalty including fines. The decision shall be made by majority vote of the Board and shall be final and binding on the unit owner and the Association. If a Board member is in any way a party to the violation, the Board member must recluse him or herself from the vote.
- l.iii. if the unit owner does not appear at the scheduled hearing and does request an alternative date within the five (5)-day period stated above, the hearing will be consider waived and the allegations in the Notice shall be deemed admitted by default. The Board, in the absence of a denial of the allegations, will, determine the appropriate penalty. The unit owner shall be notified by the Board of any such decisions as if the hearing had taken place.
- e. Payment of any assessments, fines, charges, costs or expenses made as a result of the violation shall be due 30 days after the Board has completed its determination. Notification of the decision will be contained in the “Notice Of Determination” form that is included in Appendix A at page 21.
 - f. If a unit owner has been found liable of violating the Act, Declarations, By-Laws or Rules and Regulations, the following will occur:
 - i. First violation – At the discretion of the Board, the first violation may be considered a warning. In this event, should the misconduct continue, the Board retains the authority to assess a fine for the first misconduct. Alternatively, the Board, after hearing and weighing the evidence, may assess a fine or other penalty for the first violation. In reaching its decision, the Board may consider several factors, including but not limited to, the severity of the violation, the number of residents adversely impacted by the misconduct, whether the misconduct constituted a threat to the health and safety of the other residents, and if...committed by someone other than the unit owner or his/her tenant, the extent of control the owner had or should have had over the violator’s conduct. In addition, any legal expenses incurred by the Association and any actual damages repaired at the Association’s expense shall be assessed to the unit owner.
 - ii. Second violation – if found liable of a second violation or a continuing violation of the same provision of the Act, Declaration, By-laws or Rules and Regulations, the unit owner shall be assessed a fine as specified in the Standard Table of Fines set forth below.
 - iii. If one is found liable of any violation (including first instances), the Notice of Determination shall also require the unit owner to pay the cost of repairs or the cost of correcting any unauthorized condition on the common elements, limited common elements, or unit, for which the unit owner has been found

responsible. Costs also include any administrative and/or legal expenses and costs incurred by the Association as a result of the violation.

- iv. Any unit owner assessed fines, costs of damages, assessments, etc. must pay the imposed charges within thirty (30) days of notification that the charges are due. Failure to make payment on time will subject the unit owner to all remedies authorized by the Act, Declaration, By-Laws, and these Rules.
 - v. Notices will be considered served as of the second business day following the date of mailing or dispatch by national air courier service (or as of any earlier date evidenced by a receipt from such national air courier service of the United States Postal Service) or immediately if personally delivered (or sent electronically or by facsimile).
- g. The actions here are not exclusive and the Board may, in addition, take any action provided by law or in equity, or under the Act, Declaration and By-Laws or these Rules and Regulations.

29. Standard Table of Fines

After the board has made a determination that the provisions of the Act, Declaration, By-Laws, and/or these Rules and Regulations have been violated, the Board shall deliberate and determine, in its sole discretion, the appropriate penalty and/or action. This may include assessing fines based on the guidelines below, or any guidelines specified in the Rules and Regulations outlined above, or immediately instigating appropriate legal proceedings as permitted under the Act, Declaration, By-Laws, Rules or Federal, State or Local Law.

- First Violation:

A warning letter shall be sent to the **resident of the unit**. **If resident is a renter, a copy of the warning letter must be sent to the unit owner** who has been found in violation of the Act, Declaration, By-Laws or Rules by himself, herself or by his/her tenant, guest or family member. A copy of the warning letter, the Notice of Alleged Violation and the Notice of Determination shall be placed in the unit owner's permanent file. In addition to or in the alternative, the Board may elect to assess a fine of at least One Hundred and Fifty Dollars (\$150.00). In the case of a violation that the Board deems serious in nature, the Board will use the guidelines described in paragraph 6 below.

- Second Violation or Failure to Correct First Violation

An additional fine of at least Two Hundred Dollars (\$200) shall be charged to the unit owner's account and applied to his/her next monthly assessment(s).

- Third or Subsequent Violation

An additional fine of at least Three Hundred Dollar (\$300) shall be charged to

the unit owner's account and applied to his/her next or subsequent monthly assessment(s).

- Fourth Violation

In this event, the Board may assess a fine of at least Six Hundred Dollars (\$600) and/or institute appropriate legal action against the offender and the unit owner(s). If the violator is a tenant, or guest, the board may seek termination of the tenant's or guest's rights to occupy the unit through the appropriate legal action or proceeding as provided by Section 18(n) of the ICPA.

- Continuing Violation

For violations of a continuing nature, the unit owner may be fined an additional and continuing fine of at least Ten Dollars (\$10) per day until the violation ceases and the Board has confirmed the owner's compliance. The accumulated amounts shall be applied to the unit owner's monthly assessments and deemed part of that unit's respective share of the common expenses.

- Serious Violation

The Board reserves the right to forego the warning letter or other listed fines when the violation is, in the sole discretion of the Board, serious enough to warrant a particular action. For a serious violation, the board may, in the sole discretion of the Board, and after notice and an opportunity to be heard and defend against the charges, assess a fine appropriate to the seriousness of the misconduct. Said fine may exceed One Thousand Dollars (\$1000). In certain very serious circumstances, the Board may institute immediate legal action against the offending owner, guest, family member or tenant. In these circumstances, the Board will not send a warning letter.

30. BUILDING AND UNIT ACCESS:

1. Keyless Entry System (FOB):

- As of March, 2012 a keyless entry system and devices (a.k.a./referred to as a FOB) was installed throughout the building. The access control system allows for the monitoring of the Common Element doors, the roof deck, main garage door and inner garage-to-building door. FOBs are issued to and registered in his/her name(s) of all owners, residing and non-residing, all residents named on lease of Polo Tower and all employees/staff of Polo Tower.
 - One (1) FOB, per person will be issued to any owner or tenant moving in and residing in Polo Tower.
 - One (1) FOB, per household, will be registered for all non-residing owners in order to have access to the building.

- Non-residing owners that own more than one (1) unit will still only be issued one (1) FOB per household free of charge. Additional FOBs may be purchased for a Fifty Dollar (\$50.00) fee, provided the resident has a valid reason for the additional FOB. (i.e. dog walker, house sitter). All care/pet givers must register with the office and will be obligated to sign the FOB Agreement and provide photo ID.
- Lost or stolen FOBs must be reported immediately so that the device is deactivated as soon as possible. FOBs that are lost, stolen, not returned by former tenants, or damaged will be replaced for a fee of Fifty Dollars (\$50.00) and are immediately available in the Management Office.
- Upon moving out, all FOBs must be returned to the office or a Fifty Dollar (\$50.00) replacement cost will be assessed to the owner of the unit.

APPENDIX A

The 4180 Polo Towers Condominium Association

Violation Complaint – Witness Statement

If you have witnessed an action that you feel violates the Act, Declaration, By-Laws or Rules and Regulations of the Association, please fill out this form and submit it to the property manager or a member of the Board. The Board will consider your complaint and may schedule a hearing. You must be willing to be present at this hearing. The complaint process is detailed in the Rules and Regulations.

Violator's Name: _____

Unit Number: _____

Violation Location: _____

Date and Time of Violation: _____

Violation: _____

Please provide any evidence supporting your complaint, including photographs or names of other witnesses:

Complaint Submitted by: _____
(Please Print)

Telephone: _____

Address: _____

I have made the above statements based on my personal knowledge. I agree to cooperate with the Association and its representatives to provide any additional statements or affidavits. I agree to appear at any hearing or trial to testify as a witness.

Signature: _____

Date: _____

4180 Polo Towers Condominium Association

Notice of Alleged Violation

Date: _____

To: _____
(Alleged Violator)

You are hereby notified that a violation complaint form has been submitted alleging that you violated the Association's Declaration, By-Laws or Rules and Regulations. A copy of the complaint is attached.

A hearing has been scheduled on _____, _____.
At _____ a.m./p.m. in _____. This hearing will be conducted in accordance with the guidelines established in the Rules and Regulations. A copy of the applicable section is attached. It is your responsibility to be familiar with the procedures established in that section.

Any request to reschedule this hearing must be submitted to the Board within five (5) days of the date of this letter. Also, you must notify the Board if you intend to have anyone else attending the hearing.

Very Truly Yours,

4180 Polo Towers Condominium Association
Board of Directors

Cc: Owner if tenant occupied

4180 Polo Towers Condominium Association

Notice of Determination of Violation Complaint

To: _____

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

The Board takes the following final action:

The Board voted that, although the action in question was a violation, there were extenuating circumstances and takes no further action at this time with regard to the violation.

The Board has voted not to assess any charges or fines at this time because there were not costs associated with the violation and the individual named in the complaint has agreed to refrain from future violations.

The Board has determined that there were costs associated with the violation and has voted to assess the following:

Cost of Enforcement: _____

Damages to Property: _____

Fine: _____

Legal Expenses: _____

Total: _____

The Board has found that damages have occurred or an architectural violation exists as charged in the complaint. You are hereby notified to have the damages or violations corrected or repaired at your expense.

The Board holds the owner of the unit responsible for any violation committed by a tenant, family member, or guest. All charges will be made as a part of the monthly assessment.

Very Truly Yours,

4180 Polo Towers Condominium Association
Board of Directors

Cc: Owner if not Violator

**4180 Polo Towers Condominium Association
PET REGISTRATION FORM**

Residents' Name: _____

Unit Number: _____

Pet(s) Name: _____

Breed(s): _____

Tag Number: _____

Rabies Vaccination Date: _____

**note: remember to attach the required photograph of the pet as stated on section 19, page 11.*

Work/Emergency Telephone Number: _____

In order to insure for the security of the building and its residents, please provide the name of any service you employ to provide care for your pet and a description of the services provided.

It may be necessary for the staff of the 4180 Polo Towers Condominium Association to enter your unit. Every attempt will be made to notify you in advance when such entry is necessary by contacting you at the telephone number listed above. Should, however, an emergency occur, and in order to ensure the safety of your pet as well as the staff, we need to know if your pet is allowed to run loose in your unit and whether or not the staff can safely enter. Please provide appropriate information below:

By signing this registration form, you agree to become familiar with and abide by the rules and regulations applicable to owning pets in the 4180 N. Marine Drive Condominium. This includes, but is not limited to, current compliance with all applicable city, county and state requirements, including registration and appropriate current vaccinations. Noncompliance with any of the rules and regulations may be cause for action by the Condo Association Board, including requiring prompt removal of the pet from the building. I agree to pay the applicable

fees of \$200 non-refundable fee for 1 dog, \$100 for 2nd and/ or \$100 non-refundable fee per cat (two pet max.)

Signature: _____
Date: _____

Lease Rider to Chicago Apartment Lease (No. 15C)

Dated _____

**4180 POLO TOWER CONDOMINIUM ASSOCIATION
For 4180 N Marine Drive
Chicago, Illinois 60613**

Lessee: _____

Apartment: _____

Utilities

- 1. Lessee agrees to pay for electric and phone.
- 2. Lessee agrees to pay for cable and internet when the building is converted to one supplier. Rate to be determined at that time.

Rules and Regulations

- 1. **Lessee is responsible for obtaining Renters Insurance with \$100,000 minimum liability. A copy of the current policy must be submitted to the management office within 30 days of move-in. If lessee fails to provide a copy, the management office will purchase the insurance on his behalf and the cost will be deducted from the security deposit. Please let your agent know that under "ADDITIONAL INSURED" the following MUST be added:
"4180 POLO TOWER CONDO ASSOCIATION/MY II, LLC"**
- 2. Only those listed on the lease will occupy the apartment.
- 3. If you lock yourself out of the apartment after office hours, there will be a charge, paid at the time of service.

Monday thru Thursday:

- \$25.00 (6:00pm to 11:00pm)
- \$40.00 (11:00pm to 10:00am or 9:00am on Thursday)

Friday, Saturday, Sunday & Holidays:

- \$50.00 (Friday after 5:00 pm to 10:00 am Monday)

- 4. **Moving in or out of the apartment must be done using the freight elevator during the scheduled elevator time ONLY! Lessee agrees to pay a fee of \$150.00 for the 1st violation of this provision. Repeated violations will result in additional fines, increased by \$100.00 (ex: \$100.00 – 1st violation, \$200.00 – 2nd violation, \$300.00 – 3rd violation, etc.). In addition to the violation fee(s), the cost of labor and materials to repair any damages to the unit, public areas or elevator, will be deducted from the security**

deposit. Per condominium rules and regulations, any damages done to the elevator, by keeping it held or propped open, will result in a \$1000.00 fine.

5. Lessee is responsible for all damage caused by themselves or their guests both in the apartment and in the public areas.
6. There is to be no smoking, playing, or loitering in the lobby of the building, hallways or other public areas.
7. Lessee will take his/her garbage to the garbage containers. Placing garbage in any public areas or next to the garbage containers will result in a \$50.00 fine.
8. Lessee is responsible for maintaining the operation of the smoke detector in the apartment. The battery is not to be removed. It is the Lessee's responsibility to replace a worn out battery. Lessor should be notified promptly if the smoke detector is malfunctioning. Lessee is hereby notified that disabling a smoke detector not only endangers your life but also that of others in the building.
9. During the last 60 days of the lease, the lessor and/or his/her agent may show the apartment with 2 hours' notice. During this period the Lessee agrees to cooperate with the re-rental effort and to keep the apartment clean and presentable.

Pets:

1. Lessee will not have any pets unless consent is given by the Lessor and a nonrefundable pet deposit is paid.
2. No dog is to be without a leash in the building common areas.
3. If the dog urinates or defecates in any common area, the lessee must immediately clean it up.

Termination Terms

This lease may be terminated only under the following conditions:

1. Full term of the lease has expired.
2. Tenant has found someone to sublet the apartment and the Lessor has agreed to accept the person.
3. There is no damage to the property beyond normal wear and tear.
4. No delinquent rent or other outstanding charge.
5. Forwarding address is left with Lessor.
6. Keys are returned to Lessor.
7. Apartment is clean and the following conditions are met:
 - a) Bathroom is clean, including sink, toilet and bath tub and floor.
 - b) Kitchen is clean, including stove, refrigerator, shelves, cabinets, and floor.
 - c) Hardwood floors shall not contain any scratches from the furniture.
 - d) All nail, tacks, stickers, hooks, tape, etc. shall be removed from all walls. No scratches or large holes in the wall.
 - e) All garbage and any other debris removed from the apartment and put in the garbage containers.

If any of these conditions are not met, there will be a charge, which will be deducted from the security deposit. This charge will be based on:

1. The cost of labor and materials for cleaning and any repairs needed to restore the apartment to the same condition as at the time of the start of the lease. Normal wear and tear is expected.
2. Re-rental fee and advertising costs if the lease has not expired.
3. Delinquent rents and associated fees.

Acknowledgement:

Lessee hereby acknowledges that he/she has read this Lease Rider, understands it, agrees to be bound by it and is a part of the lease.

Lessee

Date

APPENDIX B

SECTION 3(B) OF THE DECLARATION

3(b) Subdivision. Except as provided by the Act or as provided elsewhere herein, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Appendix A (see Declaration for Appendix A). Unit Owners may, at their expense, subdivide or combine units and locate or relocate common elements affected or required thereby, subject to the following: the Unit Owner must make a written application to the Board which (1) requests an amendment to the Condominium Instruments; (ii) sets forth the proposed reallocation to the new units of the percentage interest in the Common Elements; (iii) sets forth whether the Limited Common Elements, if any, previously assigned to the affected Unit(s) shall be reassigned. The subdivision or combination must be approved by a majority of the Board and will be effective only upon recording of an appropriate amendment to the Condominium Instruments and execution of appropriate documentation by the Unit Owner(s) involved. The requesting Unit Owner(s) shall pay, whether or not the subdivision or combination is approved, all costs of the Association and Board in connection therewith, including, but not limited to, attorney's fees, survey costs and recording charges.

SECTION 3(G)(5) OF THE DECLARATION

3(G)(5) Pets No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that household pets, including dogs, cats and birds, may be kept in Units, subject to rules and regulations adopted by the Association, which rules or regulations may exclude any kind of pet other than dogs, cats or birds, by type or category, provided that not pets are kept, bred, or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Association. Each Unit Owner and each Occupant shall be responsible for picking up after any animal kept in his or her Unit, including without limitation, removing any waste deposited by such animal anywhere on the Common Elements.

APPENDIX C

LIST OF NATIONAL HOLIDAYS

New Year's Day (January 1st)
Birthday of Martin Luther King Jr. (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday in October)
Veterans Day (November 11th)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25th)

APPENDIX D

Polo Tower Condominiums Parking Lease Rider

The 4180 Polo Tower Condominium Association (“Polo Tower”) has a strict Parking Policy that is enforced with towing. Parking at Polo Tower is individually owned, but is managed by Polo Tower. The information below must be executed and provided to the management office for any lease contract for parking at Polo Tower at least three (3) days before the onset of any lease contract for parking. Failure to follow this procedure may result in towing of an unregistered vehicle.

All owners leasing a parking space must provide the following documentation:

- 1.) A copy of the vehicle registration.
- 2.) A copy of an insurance declaration page verifying that the owner of the vehicle maintains at least Fifty Thousand Dollars (\$50,000) in liability coverage for the vehicle.
- 3.) If an owner is leasing a space to an individual that does not live in the building an owner must provide the management office with a background check verification, a credit report, and application prior to accepting any lease for parking.
- 4.) Complete the owner/tenant profile information listed below.
- 5.) Provide an executed copy of the parking space lease and this Polo Tower Parking Lease Rider.

Owner/Tenant Profile Information:

Beginning Date of Lease: _____

Name of Lessee: _____

Name of Lessor(s) (Owner): _____

Unit # _____ Parking # _____ Tandem: YES NO

Home Phone#: _____

Work or Cell #: _____

Driver's License #: _____

License Plate #: _____

Make of Vehicle: _____

Year: _____

Color: _____

- 1) Authorized parking under this Agreement pertains only to the specific vehicle listed above; use of parking facilities with any other vehicle is prohibited unless the vehicle has a clearly visible "visitor parking pass" placed on the vehicle.
- 2) Any unregistered, illegally or improperly parked vehicle found in the parking facility belonging to a guest, family member, or any unknown person will be tagged by management and if not removed within two (2) hours, will be towed away at the unit owner's expense.
- 3) Lessor, 4180 Polo Tower Condominium Association, Rany Management, Managing Agents and Employees shall not be liable in any manner to Lessee for injury or damage of Lessee or any family member or guests or for the loss or damage of Lessee's automobile, or any article left there in or accessories due to or occasioned by any cause whatsoever including, without limits, fire, theft or accident. Lessee shall obtain adequate insurance for its own protection.
- 4) Lessor and Lessee shall indemnify and hold harmless 4180 Polo Tower Condominium Association, Rany Management, Managing Agents and Employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, if such arise due to the negligence or willful misconduct of Lessor or Lessee or any of its guests or invitees.
- 5) Lessee's automobile shall at all the times be in visibly operable condition with no broken windows, exposed jagged edges, protruding metal parts, leaking gas, oil or any other liquids or similar items which would create a hazard to building residents or other vehicles or any person using the parking facilities. Lessee shall maintain liability coverage at all the time for the vehicle listed above. Failure to do so will result immediate termination of the agreement.
- 6) No repairs to motor vehicles may be made on Polo Tower property. No fluid changes may take place (i.e. changing of oil, antifreeze, or brake fluid. No washing or rinsing of vehicles may take place on the property. Jacking a vehicle is prohibited unless it is to change a flat tire.

Lessee Signature: _____

Date: _____

Lessor (Owner) Signature: _____

Date: _____