

Lancaster Condominiums

HOUSE RULES AND GUIDELINES

These house rules are intended to foster the comfort and security of residents and their guests and to maintain the physical appearance and integrity of the property. Failure to follow these house rules will result in appropriate action and may subject a resident to imposition of charges and fees set forth within. Management, the Rules and Regulations Committee, or the Board of Directors will deal with violations on a case-by-case basis, observing due process and the provisions of the Illinois Condominium Property Act.

GENERAL RULES APPLICABLE TO ALL COMMON AREAS:

- i. **No Smoking.** Smoking is not permitted in any common area.
- ii. **Abrasive Footwear.** No footwear having cleats, wheels, blades of any kind or roller skates are permitted to be worn in the common areas.
- iii. **Furniture Placement.** Furniture located in the common area is not to be moved without specific authorization or if moved for a conversational purpose, is moved back to where it initially was located.
- iv. **Inappropriate Behavior.** No inappropriate behavior is allowed in the Common Areas. Inappropriate behavior includes, but is not limited to, shouting at, threatening, pushing or shoving any person within any of the common areas.

1. CORRIDORS/LOBBY AND STAIRWAYS:

- 1.1 **Access to Building.** Any person requesting access must identify him or herself and give appropriate information regarding the resident's (e.g. unit number, Resident's name and telephone number). Where individuals other than those who live in the Building are to have temporary or regular access to a unit in the absence of the resident, written authorization as to permission for such access shall be provided to the doormen for filing in the resident's file at the doorman's desk.
- 1.2 **Doors Closed.** All unit doors must remain closed at all times.
- 1.3 **No Solicitation.** Door to door, solicitation is not permitted. This includes the distribution of printed materials or samples unless it is a personal message from one resident to another.
- 1.4 **No Personal Property. No personal property may be stored in the corridors, hallways or stairwells at any time.** The corridors, hallways and stairwells must remain clear of shoes, boots, umbrellas, strollers, doormats, bicycles, sleds, buggies, carts, galoshes, or other personal property. **Any items left in these locations will be removed as per the fire code.**
- 1.5 **Water Service.** Those who subscribe to a water service requiring pick-up and delivery of water cooler type water bottles may leave empty bottles in the corridor and full bottles dropped off **on the day of delivery and pick-up only.** Storage of water bottles beyond one day's time shall be considered storage of personal property in the corridor per paragraph 1.4 above.
- 1.6 **Religious Symbols/Decorations.** Religious symbols and seasonal decorations are the only objects permitted on any unit door.

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2. **LOUNGE:**
- 2.1 **Occupancy.** Occupancy of the Lounge is limited to 25 people.
- 2.2 **Performing Groups.** Performing groups or bands are not allowed.
- 2.3 **Reservation of Lancaster Lounge.** The Lounge will be reserved on a first requested basis. A reservation log will be kept in the Management Office. The Lounge may not be reserved for more than one (1) year in advance. To reserve the Lounge you must contact the Management Office for availability and complete a reservation form with the required deposit and fee.
- 2.4 **Presence of Resident.** The resident reserving the Lounge must, at all times, attend the function for which the Lounge is reserved.
- 2.5 **Hours.** The Lounge is available for use Monday thru Thursday from 8:00 a.m. to 11:00 p.m., and Friday, Saturday, and Sunday from 8:00 a.m. to Midnight. Lounge Deck hours are from 8:00 a.m. to 10:00 p.m. Clean up personnel can continue to complete clean up of the room through midnight. No one may be in the Lounge from Midnight to 8:00 a.m.
- 2.6 **Guest List.** Where the resident has invited guests not living in the Building for a function or party being held in the Lounge; the resident shall be responsible for giving the doormen a list of guests before the event for purposes of the doormen determining appropriate access to the Building.
- 2.7 **Damage to Lounge.** Any damage to the Lounge will be the responsibility of the resident who last used the Lounge, as will clean-up of the room in the event that it is not left in the condition it was in prior to the holding of the function. A resident will also be responsible for any damage inflicted by his/her guest.
- 2.8 **No Pets.** No pets are permitted in the Lounge.
- 2.9 **Other Restrictions.** NO SMOKING & NO CANDLES are permitted in the room or out on the balcony. Since these are common areas, same rules apply regarding bikes, scooters, etc. Please remember to be considerate of others. NO Grills or cooking is allowed on patio. Boom boxes and TVs are not allowed. iPods and other such portable music devices with head phones are permitted. Gambling is strictly prohibited.
- 2.10 **Guests.** The Lounge is open to residents and 4 guests per unit, unless it is booked for a private party or function by a resident. It will then be closed to residents.
- 2.11 **Cleanup.** The room must be cleaned up after a party or function, before a resident leaves, which means that all cans, paper, etc. are disposed of properly or taken out with the resident. Any and all spills are to be cleaned up immediately by the party involved. Fines will be issued based on review by the Board to those who do not comply.
- 2.12 **Children's Use.** The Lounge is available to children Monday through Thursday from 8:00 a.m. to 5:00 p.m., Friday from 8:00 a.m. to 4:00 pm, and Saturday from Noon to 4:00 p.m. Since the Lounge is not meant to be a nursery or day care center, no paint, crayons, food or drinks are allowed. Children under 13 must be accompanied by residing parents or a guardian.

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- 2.13 **Kitchen.** The oven, stove top and refrigerator are not for general use when using the Lounge. These appliances are available for use to residents when renting the room for a private party or function.
3. **FITNESS CENTER:**
- 3.1 **Guests.** Guests are permitted to use the Fitness Center only if they are staying in a resident's unit. Guests not living in the building are not permitted.
- 3.2 **Age Restriction.** Children under the age of 18 are not permitted to use the Fitness Center .
- 3.3 **Duration of Use.** Use of any one piece of exercise equipment is limited to 45 minutes at a time unless no one is waiting to use that piece of equipment.
- 3.4 **Interval Training.** If cardio equipment (treadmills, elliptical or bikes) is used as part of an interval training regimen, the machines being utilized may be marked as reserved for up to 45 minutes by placing a “**CURRENTLY IN USE FOR INTERVAL TRAINING**” sign on the equipment. After completion of the training, the sign should be removed. If equipment has been identified as being used for interval training, another member **may not** use the equipment during the 45 minute period. If treadmills are utilized as part of the interval training process, the “**CURRENTLY IN USE FOR INTERVAL TRAINING**” must be placed on the treadmill **AND** stanchions **MUST** be placed around the treadmill if the machine is left running while not being used. The stanchions are necessary to alert other members that the machine is in use and currently running. Once a machine has been designated as being used for interval training, the machine cannot be used or turned off by another member.
- 3.5 **No Pets.** No pets are permitted in the Fitness Center.
- 3.6 **Hours.** The Fitness Center is open 24 hours a day, seven (7) days a week.
- 3.7 **Maintenance and Use.** Please inform the Doorman or Management of any needed repairs or cleaning issue. Residents are warned to use the Fitness Center at one's own risk. The Association, and its agents and representatives, is not responsible for any injury to persons which arise from malfunction of equipment, misuse of equipment, and other such injuries which may arise during the normal use of the equipment in the Fitness Center.
4. **BULLETIN BOARDS:**
- 4.1 **Official Notices.** Bulletin Boards in the mailroom are primarily for official building communications.
- 4.2 **Resident Notices.** Residents may use the Bulletin Board located in the rear corridor for personal notices. Any such notices must be dated and removed after two weeks.
- 5 **ELEVATORS:**
- 5.1 **Use of Passenger Elevators.** Passenger Elevators are reserved for the use of residents and their guests.

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- 5.2 **Passenger Elevator Restrictions.** Any item that can damage the interior of the Passenger Elevators should only be transported in an elevator protected with padded coverings (“a Padded Elevator”). Such items include furniture, construction materials, etc. Where an item that might damage the passenger elevators needs to be transported in an elevator, the Maintenance personnel must be contacted to take appropriate measures against damage.
- 5.3 **Workmen.** All workmen and trades people performing work in the building must sign in at the Doorman’s Desk. All who refuse must be removed from premises.
6. **CARTS:**
- 6.1 **Building Carts.** Luggage or other carts maintained by the Building are available for loading and unloading purposes as a convenience for the residents. Carts are not used for moving boxes or to be used as a dolly for heavy objects.
- 6.2 **Requests for Carts.** Carts should be requested at the Doorman’s Desk and returned within 30 minutes.
7. **PARKING & DRIVEWAY:**
- 7.1 **Driveway Parking.** Parking on the driveway entrance or exit to the garage is prohibited. Your vehicle may be towed.
- 7.2 **Garage Spaces.** As set forth in the First Amendment to the Declaration of Condominium Ownership, recorded June 29, 2005, the Unit Owner of a Unit Parking Space shall have the right to use the Unit Parking Space for the parking of a single passenger vehicle or a single motorcycle, so long as both the passenger vehicle and motorcycle are within the parking lines of the Unit Parking Space (except that parking spaces designated as Unit Parking Spaces P-4, P-60, P-61, P-111, P-120, P-172, P-195/196, and P-236, shall have the right to park two passenger vehicles). The Unit Parking Spaces shall not be used to park any vehicle other than the foregoing, nor for any other purpose, including, without limitation, any repair work on or exterior cleaning of, such vehicle.
- 7.3 **Parking within Space.** Cars should be parked within the parking lines and in such a manner that the persons parking on either side of a space can enter their vehicles.
- 7.4 **Unauthorized Parking.** Unauthorized vehicles parking in a resident’s space may be towed at the request and upon the specific authorization and liability of the resident owning or leasing the space. The doormen should be notified if there is an unauthorized vehicle in your space. Towing will require a specific authorization and request.
- 7.5 **Removal of Vehicles.** Management may remove a Unit Owner’s vehicle from a Unit Owner’s own Parking Space as long as: 1) The Board of Directors has specifically authorized the move; 2) Reasonable notice is given, except in an emergency; and 3) The purpose of removal is to prevent damage to the parking garage or to make repairs to the parking garage. Reasonable notice requires that the resident who owns the space be provided with either: (1) written notice mailed to the unit owner at least two weeks prior to the scheduled work, (2) oral notice by phone at least one week prior to the scheduled work. In an emergency, the Unit Owner is to be notified via telephone and a notice is to be placed under the Unit Owner’s door.

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8. STORAGE ROOMS:

8.1 **Items Stored at Resident's Risk.** The Management Company and the Board of Directors assume no responsibility or risk for any articles left in a Storage Room. All items stored in a Storage Room are stored at the resident's risk. All items stored must be stored inside a storage cage. All items left in aisle or elsewhere will be removed and disposed of.

8.2 **Alterations to Storage Rooms.** Residents may not make any alterations, including the installation of other lighting and electrical outlets or the installation of attached shelving or storage facilities. Any costs associated with any repairs or other work required due to unauthorized alterations will be charged to the resident making such unauthorized alterations.

8.3 **Continuous Use of Electricity.** No appliance or other electrical device requiring the continuous use of electricity shall be used or maintained in any Storage Room.

8.4 **Storage of Unsafe Substances.** Flammable, combustible, explosive and toxic materials or materials deemed unsafe by the Board of Directors, Management or against City of Chicago code or ordinance are not permitted to be stored in the Storage Rooms.

9. BALCONIES & TERRACES:

9.1 **No Alteration.** Balconies may not be altered, screened, or otherwise modified without Board approval and possibly a building permit. This includes modification of the floor surface with any type of material (e.g., wood, tile, paint).

9.2 **Articles on Balconies.** Furniture, plants and accessories must be of sufficient weight to prevent dangerous conditions during high winds. Nothing may be attached to the exterior of the balcony railings or extend beyond the edge of the balcony.

9.3 **Grills.** Grills that use charcoal are not permitted. Only gas grills are permitted. Management of smoke from the use of grills is the responsibility of the person using same. Failure to manage smoke will be considered a noxious or offensive activity per Section 12.

9.4 **Storage of Items on Balconies.** Non-balcony related items such as bicycles, tires, construction and decorating materials, etc. are not permitted to be stored on balconies.

9.5 **Cleaning and Watering.** Sweeping of dirt or water flow over a balcony edge is a nuisance to residents on lower floors. Therefore, sweeping of dirt off the balcony or cleaning with water that flows over the balcony edge is prohibited, as is watering of plants in such a manner that water flows over the balcony edge.

9.6 **Communications Equipment.** Only communications equipment mandated by Federal law may be installed or maintained on balconies or terraces. Any such communications equipment must be installed in such a manner that it is not visible from the street. Insurance must be maintained for any liability arising from such equipment. Proof of insurance must be submitted to management prior to installation of such equipment. Satellite dish and antenna installations are subject to FCC regulations and the rights afforded to homeowner associations to control their location. See the Board or Manager for more details before installing one.

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9.7 **Lighting on Balconies.** With the exceptions of temporary seasonal decorations and a small lighting fixture to illuminate the cooking area of a gas grill, there shall be no lighting installed or displayed on balconies without the approval of the Board of Directors. Temporary seasonal lights may not be attached to the exterior of balcony railings or extend beyond the edge of the balcony. Intermittent flashing lights are not permitted. Other than the permitted temporary, seasonal exceptions, to maintain a uniform exterior appearance, outdoor light fixtures (i.e., the sources of light) should not be visible from the exterior of the building.

10. WINDOWS/EXTERIOR APPEARANCE:

10.1 **Uniform Appearance.** The exterior of the building shall be uniform. All shades or other window coverings shall be of a neutral color on the outside (white or off-white), and all draperies shall be lined in a neutral color (white or off-white). Violators will be given a one-month notice to remove or alter the offending window covering. Unit owner's who refuse to comply will be assessed a fine of \$150/month up until the time that the offending window covering is removed.

10.2 **Signs/Advertisements.** No sign, advertisement, notices or other lettering shall be exhibited, inscribed, painted or affixed on any part of the common areas of the interior or exterior of the building or within any unit in such a manner that it is visible from outside of the unit.

10.3 **Laundry Drying.** Residents may not display, hang or use any clothing, sheets, blankets, laundry or other articles in such a way as to be visible from outside the unit.

11. GARBAGE CHUTE ROOMS:

11.1 **Hours.** Disposal of trash can pose a noise nuisance to residents immediately adjacent to trash chutes. Trash is to be disposed of via the garbage chute only during the hours of 8:00 a.m. to 10:00 p.m.

11.2 **Other Hours.** If it is necessary to dispose of garbage between 10:00 p.m. and 8:00a.m. securely bagged garbage may be left in the garbage chute rooms for later disposal by janitorial staff.

11.3 **Garbage to be Bagged.** Garbage must be bagged, tied or fastened securely, and pushed completely into the chute. Spills should be immediately cleaned by the resident causing same. Only trash bags commonly known as "Tall Kitchen Bags" or smaller may be deposited in the chute. No boxes of any kind can be put in the chute. Residents intentionally jamming the chute will be held accountable for damages. Cat litter should be double or triple bagged for disposal due the potential for damage to the trash compactor. No construction debris may be deposited in the trash chute.

11.4 **Oversize Items.** Items too large for the garbage chute should be left in an orderly fashion on the garbage chute room floor for removal by the janitorial staff.

11.5 **Boxes. Absolutely no boxes should be put into garbage chute.** Leave all boxes outside the chute door for the janitorial staff to remove. When possible, boxes should be disassembled in order to save room and make the staff's job easier and more efficient.

11.6 **Special Removal.** Disposal of large objects such as furniture, carpeting and

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appliances can be arranged with the Management Office. Any fees for disposal of such items will be charged to the resident requiring same.

- 11.7 **Recycling.** All recyclable items (newspapers, plastic bottles, aluminum cans, glass containers) should be put in blue trash bags and disposed of with regular garbage.
- 11.8 **Christmas Trees.** Please contact the Doorman's Desk when tree removal is required
12. **NOISE/NOXIOUS OR OFFENSIVE ACTIVITY:**
- 12.1 **Interference with Other Residents.** Residents shall not permit anything to be done in units or the common elements that will annoy, disturb, or interfere with the rights, comforts and convenience of other residents, occupants, building employees. Residents shall be responsible for their guests and other invitees.
- 12.2 **Excessive Noise.** Residents and their guests shall not make excessive noise that may disturb surrounding units. Noise from televisions, radios, stereos, musical instruments, social activities, and other domestic situations must be used or conducted in a manner that is appropriate and does not disturb other residents.
- 12.3 **Electronic Devices.** Residents may not operate any type of device that emits sounds or waves in such a manner that it interferes with the operation of any other device, equipment, radio or television within the building.
- 12.4 **Complaints.** Residents who are disturbed by violation of these rules should contact the doorman on duty so that their complaint can be confirmed and documented.
13. **BICYCLE STORAGE AREAS:**
- 13.1 **Bicycle Storage Rooms.** All bicycles are to be stored in the bicycle storage areas or a resident's personal storage locker. Bicycles are not to be left on balconies or in corridors or in the aisles of the storage room or other common areas.
- 13.2 **Storage at Resident's Risk.** Storage of a bicycle in any bicycle storage area shall be at the Resident's risk. Management does not assume any responsibility for any damage or theft of a bicycle stored in the storage areas.
- 13.3 **No Lobby Use.** Bicycles are not to be brought into the lobby at any time. Cyclists must enter and exit the Building via the rear door or the garage door entrance at the front of the Building.
- 13.4 **Other Items.** Bicycles must be stored in an orderly manner. No other items may be stored in the bicycle storage area. Bicycles are to be walked through portions of the common area in which they are permitted to be brought through. Bicycles may never be ridden through any of the common areas.
- 13.5 **Two-Wheeled Vehicles.** Two-wheeled vehicles, such as scooters, mopeds, and two-wheeled, self-balancing electric transportation devices (i.e. Segways) must follow the same rules as bicycles. Two-wheeled vehicles are not to be brought into the lobby at any time. Users of two-wheeled vehicles must enter and exit the Building via the rear door or the garage door entrance at the front of the Building. Two-wheeled vehicles are to be walked through portions of the common

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area in which they are permitted to be brought through. Two-wheeled vehicles may never be ridden through any of the common areas.

14. INFORMATION REQUIRED ON SALE OF UNIT:

14.1 **Information Required in Anticipation of Sale of Unit.** In anticipation of sale of a unit the seller shall provide the Management Office with a copy of sales contract, a copy of a sales packet, a copy of a signed contract or other documents evidencing sale of unit.

14.2 **Information Required from New Owner.** New owners of units shall provide the Management Office with the following: (a) copy of closing documents and (b) a completed Resident Information Form.

15. RENTAL OF UNITS:

15.1 **Form of Lease.** Any rental of any unit shall be pursuant to an approved form of lease. No unit may be rented or leased out for a period of less than six months without prior Board approval.

15.2 **Renter Information.** The following information shall be provided by the unit owner to the Management Office with respect to any renter of any unit: (a) copy of the executed lease, (b) copy of a photo I.D. and (c) copy of credit report dated within 6 months, (d) copy of renter's insurance.

15.3 **Renter Non-Compliance with By-Laws.** Pursuant to Section 18(n)(ii) of the Illinois Condominium Property Act, any renter who violates any provision of the Declaration, the Illinois Condominium Property Act or these House Rules is subject to being evicted by the Association.

16. MOVES:

16.1 **Scheduling of Moves.** All moves in or out of or within the building and all deliveries requiring use of the Loading Dock must be scheduled with the Management Office.

16.2 **First Requested Basis Reservation.** Elevator time is reserved on a first requested basis.

16.3 **Moving Times.** An elevator is available for moves during the hours of Monday- Saturday, 9:00 a.m. to 6:00 p.m.

16.4 **Use of Loading Dock.** All moves shall be made utilizing the Loading Dock.

16.5 **Fees and Charges. Fees and Charges.** A damage deposit of \$550 will be required, \$200 of which is non-refundable for moves in or out of the building. For moves within the building, the damage deposit is fully refundable. The damage deposit must be paid before the date of move. The costs associated with repair of any damage caused by move will be deducted from damage deposit. The resident's liability will not be limited to the amount of the damage deposit and all costs in excess of the damage deposit shall be the responsibility of the owner. Up to \$350 of the damage deposit is refundable for moves in our out of the building, and up to \$550 of the damage deposit is refundable for moves within the building, if there is no damage to any of the common areas of the Building. Judgment as to whether such damage exists as a result of any move shall be in the sole discretion of the Management Office.

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- 16.6 **Certificate of Insurance.** A Certificate of Insurance must be submitted to the management office prior to the date of move from all moving companies entering the building. The Lancaster Condominiums must be listed as an additional insured.
17. **PETS:**
- 17.1 **Information on Pets.** All residents with pets shall provide updated information on the number and type of pets to the Management Office, including evidence of inoculation and compliance with current City ordinances and evidence that the unit owner's insurance policy includes pet liability (see also 17.5 below). As stated in the Condominium Declaration and By-Laws, Section 7.1(e), only two pets per unit are permitted without written permission of the Board of Directors.
- 17.2 **Leashing of Pets.** All pets must be leashed and held on a short lead when in common areas.
- 17.3 **Restrictions.** In addition to elevator restrictions, pets are not permitted in the Lounge, Fitness Center or Sundeck. Pets are permitted in all other common areas, including the Lobby, the Back Hallway, and the Passenger Elevators.
- 17.4 **Visiting Pets.** Pets brought into the Building on a temporary basis (no more than 14 days) shall be registered with the Management Office. All visiting pets must conform to the same restrictions as all pets of the building.
- 17.5 **Injury or Property Damage.** Residents shall assume full responsibility for any personal injury or property damage caused by their pets. As part of the registration process, owners must agree in writing to indemnify and to hold harmless the Lancaster Condominium Association, its members and agents, against any loss, claim, or liability of any kind arising from the privilege of having a pet in the building. Pet or unit owners will report immediately and unit owners will reimburse immediately the cost of repairing damage caused by their pets or their tenant's pets, whether the pet permanently resides in the unit or is visiting. In the event that a pet attacks another pet, the owner of the offending pet assumes all liability for damages.
- 17.6 **Soiling of Common Areas by Pets.** When pets are taken through the common areas, it is recommended that pet owners accompanying them carry with them paper toweling or other means to clean up any soiling. Soiling of the carpet should be reported promptly so that it can be addressed by building maintenance staff.
- 17.7 **Disturbance.** If a pet causes or creates a nuisance or disturbance, notice will be given to have the annoyance discontinued, and the pet owner will be given the opportunity to correct the problem. If the problem is not corrected or if the animal engages in threatening or aggressive behavior, the pet may need to be removed from the building. A hearing will be held promptly by a five-member panel. The hearing panel will consist of two unit owners who own registered permitted pets, two unit owners who do not have a pet on the premises, and a resident Association member selected at-large. These members will be selected randomly. The pet may be caused to be removed from the building within three days of a finding for cause of removal by the hearing committee.
18. **RECEIVING ROOM:**
- 18.1 **Receiving Room Hours.** The Receiving Room is maintained by a third party contractor that maintains a cleaners on the premises. It is anticipated that the hours

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maintained by such contractor will be: Monday through Friday, 7:30 a.m. to 6:30 p.m. and Saturday, 9:00 a.m. to 2:00 p.m.

- 18.2 **Weekend and Off-Hour Deliveries.** Any weekend or off-hour deliveries will be delivered to the Doormen's Desk. A resident may request that any specific delivery, either already received by the Receiving Room or expected, be kept at the Doorman's Desk for pick-up on weekends or off-hours. The Building Staff has no access to the Receiving Room after hours.
- 18.3 **Flowers and Perishable Items.** Flower arrangements and items clearly marked "Perishable" shall be delivered to the Doorman's Desk at the close of the Receiving Room each day for pick-up after hours.
- 18.4 **Weekend and Off-Hours Access.** Other than those items described in Section 18.3, anything received by the Receiving Room will only be available for pick-up during the hours specified above unless the recipient of specific items has directed that such items be placed at the Doorman's Desk for off-hour pick-up.
- 18.5 **Delivery to Unit or Notification.** If specifically requested by the resident, packages will be delivered to a unit from the Receiving Room. Otherwise, a notification as to the delivery of a package will be left on the resident's home voice mail to retrieve delivered packages at the receiving room. If a request is made for delivery of a package while the resident is not present, the resident must leave written permission for delivery of the package in the resident's file at the Doorman's desk.

19. **CONSTRUCTION AND REMODELING:**

The Lancaster Condominium Declaration and By-Laws establishes basic rules pertaining to proposed construction and remodeling projects within units. Comprehensive rules and guidelines concerning construction are found in the "Lancaster Condominiums CONSTRUCTION RULES AND GUIDELINES," attached hereto.

20. **SUNDECK:**

20.1 **Sundeck Hours and Availability.** The Sundeck is open from 7:00 a.m. until Midnight.

20.2 **General Use of Sundeck.** No riding of bicycles, tricycles, rollerblades, roller skates, scooters, skateboards, or motorized children's vehicles is permitted on the Sundeck. Please use paper or plastic cups, plates and silverware. If beverages are in glass containers, please use caution and dispose of promptly and properly. Earphones must be used with radios or other audio equipment. Only battery operated equipment is permitted. No playing of tape players or radios without earphones is permitted, nor musical instruments or record players. **NO SMOKING** on Sundeck or indoors at any time. It is a felony for anything to be dropped or thrown from rooftop. Fines will be imposed for violators

20.3 **Lounge Chairs and Furniture.** Those using suntan lotion are requested to cover their chairs. Lounge chairs may not be reserved. Please do not move the furniture. Please do not remove furniture from Sundeck at any time. Residents are prohibited from bringing their own furniture onto the roof deck other than a folding chair. Make sure tables and chairs are put back in place and remove all garbage. Please return the roof deck to the order in which it was found before use and please clean up.

20.4 **Pets.** Pets are not permitted in the sundeck area.

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- 20.5 **Children.** Children under 13 must be accompanied and supervised by an adult.
- 20.6 **Guests.** The sundeck is open to a maximum of eight (8) individuals, including residents and including four (4) children are permitted per unit and an additional four (4) guests are permitted by reservation as availability permits. Combining or moving tables is prohibited. Up to two tables may be utilized (limited to 2 tall tables or 1 tall and 1 short table). Seating at a table is limited to 8 people at a short table and 5 at a tall table. If you have more than 4 people at a table, you are asked to use the extra chairs that are available (chairs for the tall tables are located along the north wall and folding chairs for the short tables are located in the trash room on the 30th floor). Chairs must be returned to their proper places after usage. Chair from other tables are NOT TO BE MOVED so that other tables can be used.
- In consideration for Lancaster residents a minimum of two chairs must be left at every table.
- 20.7 **Parties and Functions:** The Sundeck must be reserved for individual parties of 9 (nine) or more, up to 30 people total. The Sundeck is reserved on a first requested basis. A reservation log will be kept in the Management Office. The Sundeck may not be reserved for more than one (1) year in advance. To reserve the Sundeck, you must contact the Management Office for availability and complete a reservation form with the required deposit and fee. The resident reserving the Sundeck must, at all times, attend the function for which the Sundeck is reserved. The Sundeck may not be reserved for National Holidays, such as Memorial Day, Labor Day, the Fourth of July, and for certain Chicago Festivals such as the Chicago Air and Water Show and Venetian Night without prior approval from the Board.
- 20.8 **Guest List.** Where the resident has invited guests not living in the Building for a function being held in the Sundeck; the resident shall be responsible for giving the doormen a list of guests before the event for purposes of the doormen determining appropriate access to the Building.
- 20.9 **Damage to the Sundeck.** Any damage to the Sundeck will be the responsibility of the resident, or residents, who last used the Sundeck, as well as clean-up of the Sundeck in the event that it is not left in the condition it was in prior to the holding of a function. A resident will also be responsible for any damage inflicted by his/her guest.
- 20.10 **Grill Use.** The grills on the Sundeck are available to all residents. All food transported between your unit and the grill area must be covered. No one under the age of 17 is allowed to operate the grill without adult supervision.
- 20.11 **Grill Scheduling.** Reservations are recommended for use of the grills. Persons with a reservation will have priority over persons without a reservation. Reservations can be made on the day of use or up to 90 days in advance. Sign-up sheets are located at the front desk. Each reservation will be for one half hour and each unit will be limited to two reservations per day.
- 20.11 **Grill Operation.** Follow manufacturer's instructions. After use, clean up and leave the grill ready for the next user.

21. **INSURANCE:**

In clarification of the insurance to be maintained by Unit Owners pursuant to Section 5.8(g) of the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-

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Laws for the Lancaster Condominium Association recorded November 19, 2004 (the "Declaration"), each Unit Owner shall obtain Condominium Owners Insurance (HO-6A), with a minimum coverage of the full replacement costs of the personal property and improvements and betterments, and insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner, his or her guests, residents, or invitees, or regardless of any negligence, originating from the Unit, in a minimum limit of liability of \$500,000. The personal liability of a Unit Owner must include the deductible of the Unit Owner whose Unit was damaged., any damage not covered by insurance required by this Rule or the Declaration, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. If a Unit Owner does not purchase or produce evidence of insurance requested by the Board, the directors may purchase the insurance coverage and charge the premium cost back to the Unit Owner. In no event is the Board liable to any person either with regard to its decision not to purchase such insurance or with regard to the timing of its purchase or the amounts or types of coverages obtained. Upon the request of the Board, each Unit Owner will provide the Board with certificates evidencing the coverages required hereunder.

All capitalized terms used but not otherwise defined in this Rule shall have the meanings ascribed to them in the Declaration.

22. ASSESSMENTS/FEES:

- 22.1 **Late charges.** Late charges will be assessed on accounts which have unpaid balances because payments are not received by the bank after the 10th of the month. In each calendar year, each offense is \$50 per month until the full balance is received by the bank. To accommodate individual circumstances, each unit owner will have the first offense waived per calendar year. Late charges shall not apply to any unpaid balance of less than \$25 until such balance remains unpaid for sixty days. To avoid late charges, we encourage unit owners to register with our direct debit payment program.
- 22.2 **Partial Payments.** Partial payments will be credited: first against any outstanding late charges; next to any open balances from the prior months; then to the current month's user charges and lastly to the current month's assessments. Thus, any unpaid amount will be deemed to be unpaid assessment and a late charge will be levied against the account each month such unpaid balance continues. User charges include, but are not limited to, lounge room rental fees, maintenance charges, and other charges enumerated herein at Section 24.
- 22.3 **Collections and Liens.** The Board, the Association and its attorney may collect, assert a lien, evict, foreclose or take any or all actions available against a delinquent unit owner from among those common law and pursuant to the statute, Declaration or the Rules. Any and all costs incurred in dealing with and researching accountings for or collecting delinquent assessments from the responsible unit owner shall be charged to and shall be paid by the responsible delinquent unit owner. This includes, but is not limited to, any and all attorneys' fees, tract book search costs, lien filing fees, skip tracer fees and any other cost or expenses incurred by the Association with respect to contacting and/or consulting with such attorney, whether the contact is between the Association and the attorney, whether via telephone or written correspondence, court costs, etc., and all Management consultation and other costs.
- 22.4 **Notice of Possession.** Any demand for Notice of Possession served for non-payment of funds due the Association, contains instruction that all future payments made to the Association be made directly to the Association's attorney whose name appears on said notice. Do not remit payment to the Association lock-box. Should any payments nevertheless be made to the lock-box,

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such payments shall not negate the notice, and partial payment shall not negate the demand. Payment in full must be made only by certified check, cashiers check, or money order.

23. SMOKING RULES & REGULATIONS

Smoking Rules & Regulations: Smoking is prohibited in common areas including, but not limited to elevators, hallways, stairwells, roof deck, lounge, fitness center, and parking garage. An Owner or Tenant may be fined for a smoking rule violation.

Owners are allowed to smoke in their Units; however, if the smoke emanating from a Unit causes a nuisance or annoyance to other Unit Owners, and upon management's verification of the source of the smoke, the Board, at its sole discretion, may require the Owner, at their own expense, to take one or more of the following steps within 30 days to eliminate the smoke transmission from their unit:

- Properly seal the Unit Owners ceiling, floor and/or wall abutting the Complaining Owner's Unit
- Install an air purification system capable of eliminating smoke including, but not limited to cigar, cigarette, or pipe smoke
- Confine smoking to rooms of the Unit which do not adjoin a complaining Owner's Unit

24. VIOLATION OF RULES:

The Board has broad discretion in assessing a fine for violating any rule within the Lancaster Condominium Declaration, By-Laws, and House Rules. In accordance with its authority, particularly egregious violations of the rules may result in an immediate fine at the discretion of the Board, without a warning letter being issued. Notwithstanding the foregoing guidelines, the Board may assess a fine against a unit owner for any violation of the Declaration, By-Laws and House Rules in an amount it deems reasonable-in its sole discretion, after notice to the unit owner and giving the unit owner a reasonable opportunity to be heard. A unit owner is responsible for his or her own conduct and that of family, tenants, employees, invitees or any person permitted to enter a unit or Association common elements. Accordingly, a "GUIDELINES FOR RULES VIOLATIONS" is provided herein for some of the more common violations.

25. CHARGES AND FEES:

The following charges and fees may be imposed or shall be charged for the services described or for violation of the House Rules and Guidelines.

MOVING FEES:

Move In/ Move Out fee

Damage Deposit (\$350 is Refundable if there is No Damage): \$550.00

SUNDECK & LOUNGE ROOM FEES:

Damage Deposit (Refundable if there is No Damage): \$500.00

Sundeck Usage Fee per day (except National Holidays): \$375.00

Lounge Usage Fee per day (except National Holidays): \$175.00

Lounge Usage Fee per day (for National Holidays): \$325.00

LATE FEES AND NSF CHARGES:

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Assessments received after 10th of Month:	\$ 50.00
Assessment Checks Returned for "Non Sufficient Funds":	\$ 50.00
Miscellaneous Charges More than 30 days old	\$ 50.00

ADDITIONAL OR REPLACEMENT GARAGE DOOR OPENERS AND FOBS

Garage Door Opener:	\$ 75.00
FOB:	\$ 35.00

GENERAL MAINTENANCE CHARGES (ON A PER OCCURRENCE OR EACH BASIS):

Water Line Turn-off:	\$150.00
Draining of Fire Protection System:	\$150.00
Gas Line Turn-Off:	\$150.00
Unauthorized modification, master cable/antennae system:	\$150.00 plus actual cost of repair.

INSIDE UNIT MAINTENANCE CHARGES (ON A PER OCCURRENCE OR EACH BASIS):

Light Bulb Replacement (plus cost of bulb if none provided):	\$ 25.00
Unclogging of toilet:	\$ 25.00
Cleaning of Sink Aerator:	\$ 15.00
Change or re-keying of locks:	\$150.00
Air Filter Replacement (twice a year standard replacement):	\$ 0
Air Filter Replacement (in addition to twice a year):	\$ 25.00
Screen Replacement (plus cost of screen)	\$ 25.00

OTHER MAINTENANCE ON AN HOURLY BASIS:

Other maintenance may be provided by Maintenance staff on an, as available basis, consistent with the other duties of maintenance staff.

Hourly Fee (half-hour minimum): \$ 30.00/hour

See also Lancaster Condominiums GUIDELINES FOR RULES

Lancaster Condominiums GUIDELINES FOR RULE VIOLATIONS

<u>CATEGORY/VIOLATION</u>	<u>OFFENSE</u>	<u>ACTION</u>
<u>Balcony</u>		
1. Residents sweeping, brushing shaking dirt or water over the edge. (Rule 9.5)	1 ST and 2 nd offense 3 rd offense	letter \$100 fine
2. Any type of activity that is disturbing to neighbors, including but not limited to noise from a stereo, partying members, musical instruments, if the resident does not promptly comply with a request to stop by security or management personnel.	1 ST ,2 nd and 3 rd offense 4 th offense	letter \$100 fine
3. Residents or guests of residents throwing any items off balcony.	1 st offense 2 nd offense	letter \$300 fine
4. Charcoal grills and non-balcony related items such as bicycles, tires, construction and decorating materials, etc., are not permitted to be stored on balconies.	1 st offense 2 nd offense	letter \$300 fine
<u>Garbage Chute</u>		
1. Any resident or guest found to be putting any boxes of ANY kind down garbage chute, or cat litter without being double or triple bagged, or garbage that is not bagged or fastened securely. (Rule 11.3)	1 st offense 2 nd offense	letter \$100 fine + damages
2. Garbage put down trash chute outside the permitted hours of 8:00 a.m. and 10:00 p.m. (Rule 11.1)	1 ST and 2 nd offense 3 rd offense	letter \$100 fine
<u>Insurance</u>		
Unit owner is required to maintain a minimum limit of \$500,000 liability insurance.	1 ST and 2 nd offense 3 rd offense	letter \$100 fine
<u>Common Area Restrictions (Rule 1.4)</u>		
1. Personal property may not be stored in the corridors, hallways or stairwells at any time. The corridors, hallways and stairwells must remain clear of shoes, boots, umbrellas, strollers, doormats, bicycles, sleds, buggies, carts, galoshes or other personal property. Any items left in these locations will be removed as per the fire code.	1 st offense 2 nd offense	letter \$100 fine
2. Entering or exiting with a bicycle or two-wheeled vehicle through the Lobby.	1 st offense 2 nd offense	letter \$100 fine
<u>Construction</u>		
Residents are required to inform the Management Office if any construction is being done. Workmen are required to sign in and removed all refuse from premises.	1 st and 2 nd offense 3 rd offense	letter \$500 fine
<u>Sundeck</u>		
No food or beverages in glass containers or cans are permitted. No riding of bicycles, tricycles, rollerblades, roller skates, scooters, skateboards, motorized children's vehicles, or other two-wheeled vehicles is permitted on Sundeck.	1 st and 2 nd offense 3 rd offense	letter \$100 fine

Lancaster Condominiums GUIDELINES FOR RULE VIOLATIONS

<u>CATEGORY/VIOLATION</u>	<u>OFFENSE</u>	<u>ACTION</u>
<u>Disturbances (Rule 12.2)</u>		
Any type of activity that is disturbing to neighbors including, but not limited to, noises from a stereo, musical instruments or television, if the resident does not promptly comply with a request to stop by security or management personnel.	1 st and 2 nd offense 3 rd offense	letter \$100 fine
<u>Elevators (Rule 5.2)</u>		
Items that can damage the interior of the passenger elevators should be transported on a padded elevator only. Such items, include furniture, construction materials, etc. In addition, non-padded passenger elevators may not be used for household moving, deliveries, or access by workmen/contractors.	1 st and 2 nd offense 3 rd offense	letter \$100 fine +damages
<u>Fitness Club (Rule 3.5)</u>		
1. Failure to properly rope off treadmills that are left running while not in use.	1 st offense 2 nd offense	letter \$150 fine
2. Impeding the use of equipment that has been properly identified	1 st offense 2 nd offense	letter \$100 fine
<u>Lounge</u>		
Use of the Lounge: any material violation as listed in the rules governing the use of the Lounge.	1 st offense	\$150 fine
<u>Lease of Unit (Rule 15.3)</u>		
Any unit owner who does not notify the office that he/she is leasing his/her unit and does not supply the office with a copy of the lease, copy of a photo ID, and a copy of credit report dated within six (6)	30 days Notice 60 days Notice 3 rd letter-non comply	\$100 fine
<u>Moves (Rule 16.3)</u>		
Moves must be arranged with the Management Office within permitted hours of 9:00 a.m. to 6:00 p.m. Monday through Saturday.	1 st offense	\$150 fine
<u>Parking (Declaration 4.12)</u>		
Unauthorized vehicles parked in an Unit Owner's Parking Spot <i>(In addition to the fine, the violator will reimburse expenses incurred to owner.)</i>	1 st offense 2 nd offense 3 rd offense	\$75 fine \$150 fine \$250 fine
<u>Pet Policy (Rule 17)</u>		
1. All pets, including pets brought in the Building on a temporary basis, not registered with the Management Office.	1 st offense 40 days from letter	30-day letter \$25 fine
2. Mess from pet not cleaned up in Common Areas.	1 st offense 2 nd offense	letter \$100
3. Walking dog with no leash, not held on a short lead in Common Areas, or walking pet in a restricted Common Area such as the Lounge, Fitness Center, Business Center, Management Office or Sundeck.	1 st and 2 nd offense 3 rd offense	letter \$100 fine + damages
<u>Smoking</u>		
Residents will be fined if they, their guests or service personnel are found	1 st offense	letter

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GUIDELINES FOR RULE VIOLATIONS

smoking in any common area, inside or outside, including stairwells and sundeck	2 nd offense 3 rd offense	\$50 fine \$100 fine
<u>Storage Locker</u> Residents using a storage locker other than their assigned locker.	1 st offense 2 nd offense 3 rd offense	10-day letter \$50 fine \$100 fine

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CONSTRUCTION RULES AND GUIDELINES

This outline provides a minimum guideline and shall not be construed as an all-inclusive list of regulations and requirements. Its purpose is to protect the safety and comfort of all residents and to preserve the integrity of the building structure and those elements, which are community, rather than private property. Unit Owners are responsible for the actions of and any damage caused by their contractors.

Remodeling projects have been divided into four categories, which are defined on the following pages, along with notification and approval requirements.

CATEGORY A: Project so minor that no formal construction review is required. Category A projects do not affect any common elements, and include, but are not limited to:

1. Painting and/or wallpapering (to the extent that a commercial contractor is involved and storing paint and/or solvents on the premises overnight); and
2. Installation and/or removal of carpeting and pad.

Requirements. Category A projects require that Management should be notified in advance, if possible.

CATEGORY B: Minor projects requiring Management notification and possible inspection. Category B projects may include items from Category A, in addition to possible interruption of water service, alteration of unit walls, minor plumbing and electrical work, and include, but are not limited to:

1. Replacing kitchen cabinets, if placement of cabinets varies from original installation;
2. Sink, faucet or bathtub replacements;
3. Refrigerator replacement involving ice maker or water faucet; and
4. Dishwasher replacement.

Requirements. Category B projects require Management notification and written approval. Approval may take up to one week. If any of the above items are to be relocated, Management may submit the plans to the Association's architectural representative. Certificates of Insurance from all contractors must be submitted to Management prior to Management granting approval. Contractor and Owner must abide by further requirements, changes, etc., if applicable, noted on plans by Management or Association's architectural representative. Work is subject to inspection by Management. If work involves exact replacement of an outdated or malfunctioning appliance, submission to Association's architectural representative is unnecessary and work may progress immediately upon proper shutoff of water supply, if required.

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CONSTRUCTION RULES AND GUIDELINES

CATEGORY C: Complex projects requiring Management's written approval and inspection. Complex projects may include items from Categories A and B, in addition to possible involvement of common elements and/or extensions or interruptions to electrical, telephone, cable TV, sprinkler or plumbing systems, i.e. (includes, but not limited to):

1. Termination or rerouting of plumbing, electrical or telephone systems;
2. Altering or closing of plumbing pipes;
3. Wall removal, relocation or addition;
4. Installation of hard surface flooring (marble, ceramic tile, hardwood flooring, etc.);
5. Installation of whirlpool tub, wet bar, etc.;
6. Any action affecting operation of ventilation system;
7. Kitchen pass-through; and
8. Any action affecting operation of sprinkler system.

Requirements. Category C projects require submission of drawings to Management. Management may submit the drawings to Association's architectural representative. Written approval is required which may take up to two weeks following receipt of the plans by an architectural representative. Certificates of Insurance from all contractors must be submitted to Management prior to Management granting approval. Contractors and owners must abide by further requirements, changes, etc., noted on drawings by Association's architectural representative. Inspection by Management representative is required prior to closing up of any walls or other areas concealing any plumbing, sprinkler, ventilation or electrical work or floor underlayment.

CATEGORY D: Projects require Board approval and signing of License Agreement. Category D projects may include items from Categories A, B and C in addition to possible extension into common areas space, and include, but are not limited to:

1. Moving location of entry door(s) requires Board approval; and
2. Any combination of adjacent units requires Board approval.

Requirements: Submission of architectural drawings to Management, who will then submit the drawings to the Association's architectural representative. Written Management approval is required and may take up to 30 days following receipt of plans by an architectural representative. Certificates of Insurance forms for all contractors must be submitted to Management prior to Management granting approval. Approval of the board of directors and a signed license agreement is required. Contractors and owners must abide by further requirements, changes, etc., noted on drawings by Association's architectural representative. Inspection by Management representative is required prior to closing up of any walls or other areas concealing plumbing, sprinkler, ventilation or electrical work or flooring underlayment.

Additional Requirements for ANY Projects. The following items must be submitted to Management to obtain approval for a project:

1. Drawings of demolition and proposed additions;
2. A written scope of work;

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3. Copies of all selected contractors' proposals; and
4. Certificates of Insurance forms for all contractors must be submitted to Management, prior to Management granting approval.

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

1. A list of all contractors and subcontractors (names, addresses, telephone numbers) so Management can verify authorization to enter the building and the units;
2. An approximate length of time the remodeling will take;
3. Date remodeling will begin so that Management can notify Engineering at least two days prior to commencement to ensure dust protectors are placed on smoke detectors in your hallway to avoid false alarms;
4. Copies of all required permits; and
5. License Agreement signed by unit Owner, where applicable (see Category D).

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CONSTRUCTION RULES AND GUIDELINES

REMODELING GUIDELINES

1. GENERAL CONDITIONS

1.1. Architectural Fee: An hourly consulting architect's fee shall be charged at cost to the unit owner for review of plans by the Association's consulting architectural firm as required for each specific project and inspection during construction. A building construction fee will be charged to the owner that covers all administrative work for the proposed construction project and use of the building's dumpster for debris.

1.2. Insurance: The unit owner must provide evidence that all work is to be performed by a qualified individual or firm capable of completing all work in a safe and workmanlike manner. All contractors must be licensed and bonded to perform their services. The unit owner must provide a Certificate of Insurance in the amount of \$500,000/\$1,000,000 bodily injury and \$2,000,000 property damage property damage—including vehicular damage in the amount of \$1,000,000, e.g. for damage to the loading dock—naming the Lancaster Condominium Association, its Board of Directors, its agents and employees and the Association consulting architectural representative as additional named insured. A certificate of workers' compensation insurance in statutory amounts must be provided to the management office. A Certificate of Workers' Compensation in statutory amounts must be provided to the Management Office.

1.3. Elevators and Loading Dock Area: Transporting of all material or debris must take place **only** through an elevator protected with padded coverings and must be scheduled through the Management Office. The elevator may not be locked off before 8:00 a.m. or after 5:00 p.m. Monday through Friday. There will be no locking off of any elevator on Saturdays. Workmen must use the elevator protected with padded coverings at all times. All material and equipment must be loaded and unloaded in the loading zone area designated by Management and immediately transported to the unit. Workmen will be required to leave an appropriate ID with the Management Office while in the building. Contractors' vehicles must be removed from the Loading Dock immediately after unloading. Failure to comply will result in vehicle being towed.

1.4. Work in Accordance with Plans: All work is to be performed in strict accordance with the final plans, which have been submitted and approved by the building Management. If changes to the approved plans are to be made, Management must be notified immediately and plans resubmitted for approval before construction can commence and/or continue.

1.5. Work in Accordance with Applicable Codes: All work will conform to and be in accordance with the Lancaster Condominium Declaration and By-Laws..

1.6. Evidence of Contractors' Qualifications: The unit Owner must be able to provide evidence that all work is to be performed and completed by qualified individuals capable of completing all work in a safe and workmanlike manner, e.g., references and/or licenses.

1.7. Inspection of Work: All work is subject to inspection by Building personnel and/or its architectural representative and charged to the unit Owner at cost. Management reserves the right to stop or cause to delay any work which has not been approved or which deviates from the approved plan. The Association's architectural representative will provide a construction script outlining at which points construction must be inspected and documents in writing by same before construction may continue.

1.8. As-Built Plan: Within 30 days after completion of the work, the resident must supply the building management with a final As-Built Plan(s), at Unit Owner's cost.

1.9. Exterior Alteration: No alteration may be made to the exterior of the unit without Board approval.

1.10. Damage to Common Elements: The unit Owner is responsible for any damage, dust, or dirt caused by their contractors to the Common Elements or to any other unit. Inspection by Management of the corridor floors, walls, doors and light fixtures, etc., will be made before, during and after construction. Any repair or cleaning necessary will be charged to the unit owner. Contractors are to place clean tarps throughout the corridor where carpeting may be subject to damage from dirt. Corridor vacuuming is to be done at the end of each workday by contractors or more frequently, if warranted.

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Unit owners will be charged if vacuuming must be done by building personnel. At no time may any work take place by the contractors in the common elements. Delivery and removal of materials and debris must be confined to carts and dollies appropriate for transportation over carpeting. Any cart or dolly must fit easily through common element doorways. No material shall be kept in the common elements.

1.11. Dumpster Use: Prior arrangements are required if the building dumpster is to be used for the removal of construction debris. A charge will be applied for dumpster use depending on the quantity and type of construction taking place.

1.12. Garbage Chute: The use of the residential garbage chute for the disposal of construction debris is strictly prohibited. Fines will be imposed against unit owners whose contractors violate this rule.

1.13. Restrooms: Unit Owners must provide their workmen usage of private bathroom facilities. Public restrooms are not available for use by workmen.

1.14. Loitering: At no time may the workmen congregate or loiter in any common elements of the building.

2. NOISE/HOURS OF CONSTRUCTION

2.1. "Type 1" noise is usually associated with construction, such as chipping, drilling and pounding. Noise which can be easily transmitted from one unit to another through common walls, floors, ceilings and chases is considered Type 1 noise. Remodeling which creates Type 1 noise is allowed at the following times: 9:00 a.m. to 4:30 p.m. Monday through Friday, and 10:00 a.m. to 4:30 p.m. Saturday. No construction resulting in "Type 1" noise is permitted on Sunday or National Holidays.

2.2. "Type 2" noise is usually associated with minor remodeling or repairs which only occasionally penetrate through the perimeters of the units. Work such as painting and wallpapering are not considered noisy work, but approval must be obtained to enable workers to enter the building. Carpet removal, etc., would constitute "Type 2" noise and is allowed during the following hours: 8:30 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 5:00 p.m. Saturday. No construction resulting in "Type 2" noise is permitted on Sunday or National Holidays.

2.3. If another unit owner is disturbed by "Type 1" noise on a Saturday, the affected unit owner may complain to the door staff, and construction work will be stopped immediately. Unit owners undertaking their own projects in their units, e.g. painting, installation of shelving, also should be mindful of these guidelines and be considerate of neighbors. No construction work is permitted on Sundays or National Holidays.

3. ELECTRICAL WORK.

3.1. All electrical work must be completed by a licensed electrician in a safe and workmanlike manner and must satisfy all applicable codes.

3.2. Electrical panels must have an unobstructed clearance for minimum of 30". Adjustable shelves and removable closet rods are considered obstructions.

3.3. No wall, floor or ceiling electrical boxes may be buried after the removal of a receptacle or fixture until all wiring no longer in use has been removed.

3.4. Electrical panels must be covered or protected at all times during construction.

3.5. Ground Fault Interruption receptacles must be used in all bathrooms, kitchens, laundry, wet bars and other areas where water is used or present.

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3.6. All steam shower, sauna or whirlpool electrical components and enclosures must be approved by the building Management prior to installation in the unit.

3.7. All work to be completed on telephone lines must be completed by a qualified low voltage telephone line specialist as approved by Management.

3.8. All work to be done on Cable TV lines must be completed by a cable company approved by the building Management.

3.9. Channeling of structural columns is strictly prohibited.

3.10. Channeling of structural floors and ceilings is strictly prohibited.

4. GENERAL CARPENTRY

4.1. All work is to be completed by a qualified carpenter in a safe and workmanlike manner.

4.2. Main entrance doors must be solid core doors with a minimum one-hour fire rating. The doors must be in compliance with the type and style door which the Association determines to be a building standard.

4.3. Debris may not be accumulated on the job site. Daily removal of debris from the job site is required. At no time are flammable materials to be stored within the unit.

4.4. Automatic door closers are required on all unit entry doors.

5. PLUMBING

5.1. All plumbing work is to be completed by a licensed plumber in a safe and workmanlike manner and must satisfy all applicable codes.

5.2. The relocation of water risers, waste lines, open site relief drains or venting stacks is strictly prohibited.

5.3. Any connections made to the building venting or plumbing must be pre-approved and must be inspected and approved in writing by the Association's architectural representative prior to walls being closed up.

5.4. Individual shut-off valves are required for all newly installed fixtures.

5.5. Dielectric unions are mandatory on all domestic plumbing lines, where applicable.

5.6. Any drain line that exceeds a 5' run from the fixtures to the main waste line is required to be properly vented.

5.7. For whirlpool, sauna and spa installations, manufacturer' specifications indicating weight of "tub" must be submitted for Management's approval, and must comply with all city codes.

6. MECHANICAL AND STRUCTURAL

6.1. Any work to, or modification of, the common mechanical ductwork, plumbing or fire protection piping, structural column (support pillars) or concrete floor slabs (top and bottom) is strictly prohibited.

6.2. Connections to any venting system for the purpose of exhausting a dryer must be approved by Management.

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6.3. All construction, including raised floors, wall and ceiling decorative finishes must be detailed to permit removal of and service to HVAC units.

6.4. Superimposed live loads shall not exceed 40 lbs. per square foot.

7. FINISHED FLOORING ACOUSTICAL REQUIREMENTS

7.1. In order to minimize the transmission of sounds between units, all hard surface flooring such as stone, wood, ceramic tiles or vinyl, must be installed over an underlayment, which satisfies the specifications for the building. No hard surface flooring may be installed unless (i) the unit owner's architect or contractor has certified in writing that the proposed hard surface floor installation will meet or exceed the requirement of this rule, and (ii) the Association's architectural representative has inspected the installed underlayment and approved the same in writing.

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

Unless the Board determines that the flooring was installed prior to the adoption of this rule, in compliance with all rules and regulations in effect at the time of such installation, or that the flooring's Filed Impact Insulation Class rating has previously been tested pursuant to these rules and found to be in compliance with these rules, the Board shall request that the complaining unit owner deposit with the Association an amount equal to 100% of the estimated cost of testing the Filed Impact Insulation Class rating of such floor.

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

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

8. WOOD FLOORING INSTALLATION

8.1. Place fiberglass board (6-15 pct) not less than 3/8" thick at the perimeter of the entire floor.

8.2. Laminate 1/8" thick cork to the entire concrete slab surface with mastic.

8.3. Place one layer of 3/8" plywood, on top of the cork.

8.4. Apply glue or mastic to the top of the first layer of plywood and place a second layer of 3/8" plywood 90 degrees to the first layer, offset so that the seams do not line up, and then screw the center and corners of this top layer of plywood to the bottom layer, making certain that the screws do not penetrate the cork.

8.5. Install wood floor on top of the plywood making certain that the nails do not penetrate the cork.

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9. CERAMIC TILE AND STONE TILE INSTALLATION

- 9.1. Place 1/2" cork directly on the structural slab leaving a 3/8" gap around the edges at the perimeter walls.
- 9.2. Install elastomeric sealant in the 3/8" gap around the edges of the finished floor.

10. MAXIMUM LATEXING REQUIREMENTS

- 10.1. When a light floor finish is used, such as carpet, a latex thickness of 2" maximum, 1/4" average can be applied to the concrete slab for the purpose of leveling out the area.
- 10.2. When a heavy floor finish is used, such as 3/4" *thick* marble slabs on a 1/4" setting bed, the allowable latex thickness is limited to 2" maximum 1/4" average over a bay.

11. WINDOWS. Alterations made to the perimeter window wall system are strictly prohibited.

12. MISCELLANEOUS

- 12.1. Remodeling construction must begin within six months of Management approval, or documentation must be resubmitted.
- 12.2. Any questions regarding these Construction Guidelines may be directed to the Management office.