

RULES AND REGULATIONS OF BLOCK X CONDOMINIUM ASSOCIATION

ARTICLE 1

1. Introduction

The Rules and Regulations of Block X Condominium Association are composed of the General Rules and the House Rules. These rules shall not in any way limit or restrict any remedies provided under the Declarations, By-laws or otherwise provided by law. These Rules may be periodically modified and amended as required and allowed.

ARTICLE II

General Rules

1. Payment of Assessments & Collections

- a. All monthly assessments and any special assessments or other lawful charges of the Association, including late fees and fines, are due and payable on the first (1st) day of each month whether or not any written reminder is received. Any payment of the foregoing that is received after the 15th day of the month shall be considered late and assessed a \$50 late fee.
- b. If any overdue payment is not paid in full before the 20th of the month in which the payment became due, a notice of default will be given to the delinquent unit owner.
- c. If any payment is not paid in full before the 20th day of the month following the month in which the payment became due, the matter will be turned over to the Association's legal counsel, who will proceed to take appropriate legal action against the delinquent unit owner and/or the delinquent unit owner's unit.
- d. All reasonable attorneys' fees incurred in connection with collection or attempting to collect any amount due shall be charged to and paid by the delinquent unit owner.
- e. This General Rule shall not in any way limit or restrict any remedies provided under the Declaration or otherwise provided by law.

2. Sales or Lease of Units

- a. Upon entering into a sales contract to sell a unit, the unit owner must immediately notify the Management Company in writing of the name(s) and address(es) of the proposed buyer(s) and submit a copy of the contract to the Management Company.
- b. To cover expenses involved in the sale of a unit, including requests for information and compliance with state and local laws applicable to the

sale of a condominium unit, the seller must pay a transfer fee assessment of \$175 to the Association. Requests for a paid assessment letter must be submitted in writing to the managing agent together with a statement of the anticipated closing date for selling the unit. This letter will not be issued until all monthly and special assessments and other charges, fees and amounts owed the Association (including the transfer fee assessment) are paid up in full through and including the month of closing.

ARTICLE III

House Rules

Unit owners must comply with these House Rules. They also must cause their agents, servants, tenants, family members, guests, invitees and licensees to comply with these House Rules. Many of these House Rules contain a summarized statement of certain covenants and restrictions contained in the Association's Declarations, and any such summary shall not be construed to limit in any way those covenants and restrictions.

1. Use & Occupancy of Units

- a. Units must be used only for housing and related common purposes for which the property was designed.
- b. The conduct of a business, trade, occupation or profession within the Unit shall be subject to the City of Chicago Zoning Ordinance. Additionally, under no circumstances shall a Unit Owner or Unit Owners have more than one (1) employee within the Unit.

2. Insurance

Nothing may be done or kept in any unit or on the property if it would result in any insurance rate increase or cancellation of insurance on the buildings, the units or their contents.

3. Unlawful Activity

- a. Nothing may be done or kept in any unit or on the property that would violate any applicable law.
- b. If caught by camera, or other resident in the commission of a crime, or preparation to commit a crime, the Board will take appropriate action to notify the authorities and give them any and all evidence to support the crime.

4. Maintenance & Repair

Units must be kept in good order and repair.

5. Association Garage Storage Rooms

Nothing may be kept or stored in the association garage storage rooms except for property belonging to the Association.

6. Garage Storage Areas

- a. Nothing may be kept or stored in any garage storage area if it would create a hazard or nuisance or obstruct the use of a parking space, ingress or egress to or from a unit, or access to any water supply valve or other equipment.
- b. Garage storage areas and their contents must be kept in good order and appearance.

7. Pets

- a. No animals shall be raised, bred or kept in any Unit or the Common Elements, except for dogs or cats (but not more than two (2) animals per Unit), small birds or fish, provided said animals are of a breed or variety commonly kept as household pets.
- b. All pets must be leashed at all times on any common or limited common area, including the courtyard.
- c. Pets shall not be permitted to defecate or urinate on common or limited common area.
- d. No pet may be left unattended at any time anywhere on the common or limited common area.
- e. Pet owners must immediately clean up and dispose of their pet's waste, whether or not the pet is on the property or on any public or private property adjacent to or in the vicinity of the property.
- f. Pets must not be allowed to defecate or urinate in the garage or in the courtyard at any time.
- g. Pet owners may not dispose of pet waste in the garbage cans located in the courtyard or anywhere on the common areas.
- h. Any unit owner found to be in violation of this house rule may be fined \$50 for the first violation and \$100 for each additional violation, whether or not the violation concerns the same or another pet.
- i. Any unit owner who has been found to be guilty of more than two (2) violations of the above rules shall be deemed to be liable for having a pet that causes or creates a nuisance or unreasonable disturbance. Thereafter, the Board, after consideration of the facts and circumstances, may elect to order the Unit Owner to have the pet removed permanently from the Property upon three (3) days written notice to the Owner from the Board or its duly authorized agents.
- j. All residents must report violations of the above rules in writing to the management company.

8. Nuisances

- a. No noxious or offensive activity may be conducted anywhere on the property.
- b. Nothing which may be or become an annoyance or nuisance may be conducted anywhere on the property.

- c. Extreme care must be taken to avoid disturbing other people when using any musical instrument, radio, television, stereo, amplifier, machine, appliance, accessory, equipment or device.
- d. Any unit owner found to be in violation of (b) and (c) of this house rule would be fined \$50 for the first violation and \$100 for each additional violation. Violations of (a) of this House Rule will be reviewed by the Board, and appropriate fines will be levied in the range of \$50 to \$1500 depending upon severity of offense.

9. Alterations, Additions & Improvements

- a. No alteration, addition or improvement of the common elements or limited common elements may be made without the prior consent of the Board. The Unit Owner must submit plans and specifications for any proposed alterations, additions or improvements to the Common Elements or Limited Common Elements. If any alteration, addition or improvement is made without that approval, the Board through its agents shall enter upon the common elements or limited common elements and restore them to their original condition, and any expense so incurred shall be assessed against the unit owner charged with the violation of this House Rule.
- b. No work of any kind shall be done upon the exterior building walls, roves or other common elements without the prior written consent of the board.
- c. No addition, alteration or improvement may be made to a unit if it would weaken the structural integrity of any unit or any part of the common elements.
- d. All additions, alterations and improvements to a unit must be reported promptly to the Board in writing. A Unit Owner shall notify the Board of the nature of any removal or alteration of any intervening partition or demising wall between two (2) Units owned by the same Unit Owner at least (10) days prior to commencing any such work.
- e. Electric cable or communication wiring must not be overloaded.
- f. Unit floors must not be overloaded.

10. Cable, Satellite Dishes & Antennas

Exterior cable hookups on the Common Element wall or the roof are not permitted and will be removed if installed. Cable installation or satellite dishes must follow the installation safety guidelines the Board has adopted. If the management company has to remove or cut any unauthorized hookups, the unit owner will incur all expenses.

- a. The wire must be pulled through your air conditioning control conduit from your home to the roof so that it is totally concealed. A weather tight junction box must be used on the roof where the wire exits.
- b. The position on the roof is subject to the direction of the management company so the antenna is not placed on a dedicated roof right area belonging to someone else.

- c. The antenna must be weighted and rest on a broad base so it does not penetrate the roof membrane. No holes are to be drilled anywhere for any type of fastener or wire penetration.
- d. Your installer must provide his own ladder to access the roof through the appropriate hatch.
- e. Unit owners are responsible for any roof damage caused by the antenna or the installer.
- f. Any antenna or wiring found to be hazardous or improperly installed is subject to immediate removal.
- g. Installation hours are from 8am to 1pm, Monday through Friday, so the Engineer can be present to unlock the roof for access.

11. Garbage & Trash

- a. All garbage must be placed in a garage can, in a tied bag and boxes must be broken down before being placed in containers or trash shoots. Only tied bags may be placed in trash shoots. No boxes, hangers, sticks, loose garbage or the like may be placed in trash shoots.
- b. Do not leave bags of garbage on decks or porches or lying on the ground next to containers or in hallways.
- c. No garbage is to be placed on top of the containers or on the ground.
- d. Any unit owner found to be in violation of this house rule would be fined \$25 for the first violation and \$50 for each additional violation.

12. Noise

- a. All unit owners must refrain from causing unreasonable noise or disturbances, which could disrupt their neighbors.
- b. Parties or gatherings outside of the unit on a deck or patio must move indoors by 11:00 pm.
- c. Excessive noise from a party or gathering is a violation of the By-Laws.
- d. Any unit owner found to be in violation of this House Rule would be fined \$25 for the first offense and \$50 for each additional violation. This rule applies weekdays and weekends.

13. Signs

- a. No "For Sale" or "For Rent" signs, advertising or other displays are allowed on any part of the Property or which may be visible from the outside of a Unit except as provided in this House Rule or with written permission of the Board.
- b. To accommodate unit sales, "Open House" signs may be displayed only on the day of the open house and located outside of the gated/fenced areas.

14. Mats

- a. Doormats and shoes cannot be in front of any door in Buildings 1, 2, 3, & 4.

- b. Any unit owner found to be in violation of this House Rule would be fined \$25 for the first violation and \$50 for each additional violation.

15. Decks, Balconies & Front Yard

- a. Only outdoor grilling equipment and lawn furniture and potted plants may be placed or kept in any balcony, deck or in a front yard as noted in the By-Laws. All hanging flower planter boxes from balcony railings must be facing the interior of the balcony.
- b. Coolers, garbage cans, boxes and the like may not be stored overnight on any balcony, deck or front yard.
- c. Any unit owner found to be in violation of this house rule would be fined \$25 for the first violation and \$50 for each additional violation.

16. Move-in/Move-out

ALL PARTIES MOVING IN/OUT OR PLANNING A DELIVERY, MUST NOTIFY MANAGEMENT OF THEIR PROPOSED MOVE-IN /MOVE-OUT OR DELIVERY SCHEDULES AT LEAST 10 DAYS PRIOR TO THE MOVE OR DELIVERY, AND SHOULD NOT PROCEED UNTIL APPROVAL HAS BEEN RECEIVED AND CONFIRMED BY MANAGEMENT.

- a. MOVING AND DELIVERY HOURS: Monday – Friday preferred, 9:00 AM to 4:00 PM for the convenience of fellow residents. Weekend moves and deliveries are allowed by Management approval only.
- b. All residents moving into or out of Block X, whether Buying, Selling, Renting or Leasing are required to pay a \$300 refundable Moving Deposit. The amount refunded will be based on compliance with all of these guidelines, confirmation no damage has been caused, and submission of a fully completed and accurate Homeowner Contact Information Form.
- c. Everyone moving into or out of Block X (excluding the Building 5 townhomes that have their own private garage entrances), must pay a non-refundable Security Fee. The amount of the fee will be the higher of \$75 or the actual cost of hiring a security guard for the duration of your scheduled move. The guard will stand at the point of entry to provide safety and security for the building during the move. The hiring of the security guard will be arranged by Management, based on the mutually agreed upon and approved move schedule.
- d. During a move or delivery, DOORS TO THE BUILDING OR GARAGE MUST NOT BE LEFT UNATTENDED IN THE OPEN POSITION. Only the Building Engineer is permitted to set the Garage Door in an open position.

- e. ALL DELIVERIES AND MOVES must follow a prescribed path, as recommended by the Building Engineer, and approved by the Property Manager in writing. This path will detail which gates, doors, garage gates, elevators, hallways, or any other facilities, can be used for each move and delivery. Path guidelines will be set by the Board based on: current conditions; minimizing disruption; property protection; resident safety; and experience gained. The Board reserves the right to reasonably modify path guidelines, or any particular recommended path, at its discretion.
- f. At no time is hoisting of any items permitted up and down the sides of buildings, through windows, onto or off of decks, or over fences and gates.
- g. Upon notice of Move-in/ Move-out or Deliveries in Buildings 1 and 2, management will inform the Building Engineer to install elevator pads in the elevator. Elevators CAN NOT be used until such time as these elevator pads are installed.
- h. DURING SHORT DELIVERIES to the building, it is the Owner/ Resident's responsibility to have someone posted at the gate and/or building entrance door/garage door during the length of the delivery process OR PERSONALLY OVERSEE THAT THE DOOR IS NEVER LEFT UNATTENDED OR LEFT IN AN OPEN POSITION.
- i. FINES FOR NON-COMPLIANCE AND DAMAGE INCURRED: These measures are being taken for the total security of the Block X Community and the protection of our buildings and facilities. Your cooperation will be most appreciated.

A fine of \$500.00 will be levied against a Unit Owner(s) found to be in violation of any or all of the above procedures, along with the forfeiture of their Moving Deposit. Said fine shall be applied to and deemed part of a Unit Owner's Monthly Assessments.

Any and all damage resulting from a move-in, move-out, or delivery, is the responsibility of the current Unit Owner. The cost of repairing these damages will be applied directly to the Unit Owner's Monthly Assessments. In the case of Unit Owner's moving out, a "Paid Assessments Letter" may not be issued until the account is settled in full.

Unit Owners are responsible for the actions of their tenants, and are responsible for providing their tenants with copies of the Condominium Association Declaration, By Laws, Rules and Regulations. If a tenant violates any provisions of the Condominium Declaration, By Laws, Rules and Regulations, the Board in its discretion, shall determine what action or actions should be taken against the Unit Owner or Tenant, per the Rules and Regulation, By Laws and directives of the Declarations. Fines or

penalties relating to such action shall be levied against the Unit Owner(s), and shall be applied to and deemed part of their Monthly Assessments.

17. Garages

- a. Except when entering and exiting the common garages, garage doors must be kept closed and locked. Please try to watch the door close behind you and drive slowly while in parking garage and in/out of the garage.
- b. Major car repairs or repairs which cause any type of nuisance, fire hazard, or annoyance to neighbors are prohibited in Common garages.
- c. Vehicles may not be washed or hosed-down inside the garages
- d. Vehicles may not be parked and other objects may not be stored so as to obstruct passage of other vehicles or pedestrian's legal walkways and exit ways. Vehicles parked on parking ramps will be towed at the owner's expense.
- e. Vehicles may not obstruct the full door opening of storage rooms/areas. Vehicles found to be blocking access to storage areas will be towed at the owner's expense.
- f. The Association is not liable for any items stolen or lost.
- g. Repair and replacement of the door opener and remote control is the responsibility of each Unit Owner or Resident. Garage doors are considered common elements and are the responsibility of the Association.

18. Insurance

Each Unit Owner or resident is responsible for insuring the contents of their unit for loss. The Association pays for insurance of the common elements.

- a. All unit owners in the Association are required to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of said unit owner and/or his/her guests, residents, or invitees, or regardless of any negligence, damages originating from the unit. Limits of liability of at least \$100,000 are required.
- b. The personal liability of the unit owner must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required pursuant to this Rule, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings damaged as set forth above.
- c. Each unit owner will be responsible to provide the Board of Managers with evidence of insurance in the form of a "Certificate of Insurance" issued by the insurance agent providing the coverage.

- d. In the event the unit owner does not purchase and produce evidence of sufficient insurance within the earlier of thirty (30) days from the expiration of the prior certificate or the date of request for same by the association as set forth above, the Board of Managers may in its sole discretion, purchase the insurance coverage and charge the premium cost back to the unit owner.
- e. In no event is the board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverage obtained.

19. Emergencies

- a. Homeowner/Resident Contact & Emergency Contact Information
 - i. All Unit Owners and Residents must fully complete and submit a Homeowner/Resident Contact Information Form. It is the Homeowner's responsibility to notify the management company of any changes or updates. All non-resident Homeowners must also complete the same form for themselves and the Residents occupying their units. Forms will be available from the Management Company, as well as online at the BlockX.org website.
 - ii. Any unit owner found to be in violation of this rule would be fined \$100 for the first month's violation, and \$100 for each additional month they are in violation, beginning from the deadline set when this rule is first adopted, or 10 days from the date in which they move in, whichever occurs latest.
 - iii. An automatic fine of \$1,500 will be levied to a Homeowner's Assessment Account, if an emergency situation arises and any affected Homeowners have not submitted a fully completed Homeowner/Resident Contact Information Form, or if the information in the submitted form is incorrect and has not been updated.
- b. Smoke & Carbon Monoxide Detectors
 - i. All Units must be equipped with fully functioning Smoke and Carbon Monoxide Detectors, in sufficient quantity and location, as prescribed by the National Fire Protection Agency. That currently means at least one Smoke Detector per floor and one Smoke Detector outside each sleeping area, and at least one Carbon Monoxide Detector per floor, all installed in accordance with manufacturer's instructions. These requirements are subject to change.
 - ii. Smoke and Carbon Monoxide Detectors that were initially installed by the Developer to comply with building codes, and

which are hardwired for electric power, must not be disconnected or disabled in any way. They can only be replaced with equivalent or superior hardwired equipment.

- iii. All Smoke and Carbon Monoxide detectors must be tested on a monthly basis, and if battery operated, batteries must be changed twice per year. The NFPA suggests changing batteries on the dates that concur with daylight savings time clock changes.
- iv. On an annual basis, the Association may hire an authorized service provider to visit each Unit and inspect all Smoke and Carbon Monoxide Detectors, the cost of such inspection and necessary repairs/replacements may be charged back to the Homeowner Assessment Account. Homeowners and Residents will be given reasonable advance notice of the inspection. Access to the Unit should be given voluntarily; but absent cooperation the Board may use a locksmith for this purpose, with those additional costs charged back to the Homeowner's Assessment Account.

20. Landscaping

- a. The Association employs a contract landscaper to perform weekly service during the growing season. Common elements include all courtyards, lawns, bushes and trees. The landscaping of common elements shall not be changed without prior written permission of the Board of Directors.
- b. Unit Owners shall be responsible for the care and maintenance, of anything they plant on their decks or any alterations made to the original landscaping of their front yards.
- c. Any sod, ivy or plantings or other property damaged by the neglect or abuse of any person - including damage caused by pets - on the property shall be replaced at the expense of the Unit Owner who is responsible. The Association will not reimburse Owners or residents for any plantings or garden items they purchase.
- d. Snow removal is managed by a contracted service, which removes snow on walkways, sidewalks and steps after a measurable snowfall, as determined in our contract.

21. Fines

- a. The Board may levy reasonable fines for any violation of any provision contained in the Declaration or the House Rules. The levy of any fine shall not limit or restrict any other remedy available to the Board or any other action that may be taken by the board for any such violation, whether pursuant to the Declaration, the House Rules or by law. The amount of any fine may be stated in these House Rules, or if not so stated may be established by the Board at any meeting or hearing at which any vote is taken to determine whether any violation has occurred.
- b. Prior to levying any fine, a unit owner must be notified of the violation or alleged violation in writing. Such notice must request that the unit owner appear at a regular meeting of the Board designated by the Board for the

purpose of conducting a hearing to determine whether the unit owner has violated any provision of the Declaration or the House Rules. Any such meeting must be held at least 15 calendar days after the date notice is given.

- c. Failure to attend any such meeting for which notice has been duly given shall be sufficient grounds for finding that the unit owner has violated the relevant provision.
- d. At any such hearing attended by the unit owner, the Board shall, after giving the unit owner the opportunity to be heard, determine whether the unit owner has violated the relevant provision by vote of at least a majority of its members. At any such hearing, the unit owner shall have the right to be represented by counsel and the right to face the person or persons who have complained about or observed the violation or alleged violation.
- e. The Board in its discretion may conduct any such hearing in closed session to the extent authorized to do so by the Illinois Condominium Property Act, provided that any vote taken to determine whether any violation occurred must be taken in open session.
- f. Any fine levied shall be due and payable on the first day of the month following the day on which the fine is levied, and if not paid on or before that day, such fine shall be considered a delinquent assessment, subject to the provision of General Rule 1 as though such fine had originally been due and payable as an assessment.