

**LAKE RUN
CONDOMINIUM ASSOCIATION**

RULES & REGULATIONS

LAKE RUN CONDOMINIUM ASSOCIATION

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**Adopted by Lake Run Condominium Association Board of
Managers and amended: January, 2018**

LAKE RUN CONDOMINIUM ASSOCIATION RULES & REGULATIONS

The Board of Managers of the Lake Run Condominium Association (“Association”) is empowered to adopt these Rules & Regulations governing the Units and the Common Elements pursuant to Section 18.4(h) of the Illinois Condominium Property Act (“Act”). This version of the Rules & Regulations was adopted by the Board of Managers on January, 2017 and supersedes all previous versions.

INTRODUCTION

These Rules & Regulations apply to all Unit Owners, Tenants, Guests, Invitees, and any others who occupy a Unit or use the Common Areas. Rules are needed to keep things running smoothly, to ensure a pleasant, comfortable, and enjoyable living experience in our homes, and to maintain standards that will more likely result in future appreciation of the value of our homes. Residents must avoid doing or permitting any act which unreasonably interferes with the quiet use and enjoyment of another Resident or the value of another Resident's property. The goal is to maintain the Association as a first-class property.

The Declaration of Condominium Ownership subjects all Residents to general covenants, while these Rules & Regulations provide specific guidelines for day-to-day living. These Rules & Regulations do not change the Declaration, By-Laws, or state and federal regulations in any manner, but they are equally enforceable under the law.

These Rules & Regulations help to ensure that Lake Run Condominium Association continues to be an attractive, highly valued, safe, harmonious, and desirable place to live. All Unit Owners, tenants, and other Occupants are expected to be familiar and comply with the provisions and requirements of these Rules & Regulations and the Declaration and By-Laws. The specific information in these Rules & Regulations will be reviewed on an ongoing basis by the Board of Managers.

The Board is not a police force. In order for these Rules & Regulations to be effective, the assistance of all Residents is needed. Each Resident’s cooperation and participation is encouraged.

All Unit Owners, tenants, other Occupants, and Guests are also expected to comply with all applicable City of Prospect Heights, Cook County, State of Illinois, and federal laws, rules, regulations, and ordinances.

TABLE OF CONTENTS

1	DEFINITIONS.....	1
2	ACCESS TO UNITS AND KEYS.....	3
3	EMERGENCIES.....	3
4	LOCKOUTS.....	3
5	MAILBOX KEYS AND DOOR LOCKS.....	4
6	ALTERATIONS TO COMMON ELEMENTS.....	4
7	ANTENNAS AND SATELLITE DISHES.....	4
	7.1 INSTALLATION OF ANTENNAS.....	4
	7.2 ANTENNA SIZE AND TYPE.....	4
	7.3 LOCATION.....	5
	7.4 INSTALLATION.....	5
	7.5 MAINTENANCE.....	6
	7.6 SAFETY.....	6
	7.7 ANTENNA CAMOUFLAGING.....	7
	7.8 MAST INSTALLATION.....	7
	7.9 ANTENNA REMOVAL.....	7
	7.10 ASSOCIATION MAINTENANCE WHERE ANTENNAS ARE LOCATED.....	8
	7.11 NOTIFICATION PROCESS.....	8
	7.12 INSTALLATION BY TENANTS.....	8
8	APPLIANCES.....	8
9	PROHIBITION OF WASHER AND DRYER IN UNITS.....	9
10	PROHIBITION OF GARBAGE DISPOSALS.....	9
11	FEES.....	10
	11.1 ASSESSMENTS, CHARGES, AND COLLECTIONS.....	10
	11.2 LIABILITY OF UNIT OWNERS.....	11
	11.3 PAYMENT OPTIONS.....	11
12	INDOOR COMMON ELEMENTS.....	11
	12.1 GENERAL RULES.....	11
	12.2 DAMAGE TO COMMON ELEMENTS.....	13
	12.3 ATTIRE.....	13
13	EXTERIOR COMMON ELEMENTS.....	13
	13.1 BALCONIES, PATIOS, WINDOWS AND DOORS.....	13
14	BALCONIES AND PATIOS.....	13
	14.1 WINDOWS AND BALCONY/PATIO DOORS.....	14
	14.2 AIR CONDITIONING UNITS.....	14
	14.3 UNIFORMITY OF EXTERIOR APPEARANCE.....	15
15	RESTRICTIONS ON USE OF BALCONIES AND PATIOS.....	15
	15.1 BALCONY EQUIPMENT / UNSIGHTLY USES / RESTRICTIONS.....	15
	15.2 ENCLOSURES.....	16
16	U.S. FLAG.....	16
17	ENERGY CONSERVATION.....	16
18	FASTENINGS.....	17

19 FIRES	17
20 FLOOR COVERINGS	17
21 ASSOCIATION RECORDS.....	17
22 BICYCLES AND TRICYCLES.....	17
22.1 BICYCLE AND TRICYCLE STORAGE	17
22.2 BICYCLE AND TRICYCLE USE	18
23 ROLLERBLADES, SKATES, ETC.....	18
24 DELIVERIES AND PACKAGES.....	18
25 DELIVERIES OF LARGE ITEMS	19
25.1 DRIVEWAY DROP-OFF	19
26 ELEVATORS	19
27 GUESTS/VISITORS.....	20
28 INSURANCE - UNIT OWNER	20
29 NOISE AND CONDUCT	21
29.1 NOISE POLICY	21
29.2 SPECIFIC NOISES PROHIBITED.....	21
29.3 QUIET HOURS	21
29.4 NOISE COMPLAINTS	22
30 ODORS	22
31 PLUMBING.....	23
31.1 CLOGGED DRAINS	23
31.2 LEAKS / FLOODS	23
31.3 WATER DAMAGE TO UNITS AND COMMON ELEMENTS.....	23
32 SALES.....	24
33 TRASH	24
33.1 LARGE ITEM DISPOSAL.....	25
33.2 RECYCLING ELECTRONICS AND BATTERIES.....	25
34 USE OF UNITS.....	25
34.1 RESIDENTIAL USE OF UNITS	25
34.2 COMMERCIAL USE OF UNITS.....	25
34.3 VANDALISM	26
34.4 ILLEGAL USAGE	26
34.5 CONDITION OF UNITS	26
34.6 OTHER REQUIREMENTS	26
35 LEASE OF UNIT	26
35.1 SIGNS	26
35.2 NOTIFICATION	26
35.3 ACKNOWLEDGMENT FORM.....	27
35.4 OBLIGATIONS.....	27
35.5 HOTEL OR TRANSIENT PURPOSES.....	27
35.6 ASSOCIATION LEASE.....	27
36 SALE OF UNIT	27
36.1 LOCK BOXES.....	27
36.2 SIGNS	27
36.3 OPEN HOUSES	28

36.4 NOTICE.....	28
36.5 FORM COMPLETION.....	28
36.6 COMPLIANCE.....	28
36.7 SALES.....	28
37 MOVE-IN/MOVE-OUT PROCEDURE.....	28
37.1 GENERAL.....	28
37.2 NON-REFUNDABLE MOVE-IN FEE.....	29
37.3 DAMAGES.....	29
37.4 CONTACT INFORMATION.....	30
37.5 FORWARDING ADDRESS.....	30
37.6 COPY OF LEASE.....	30
37.7 SCHEDULING THE MOVE.....	30
37.8 DAYS AND HOURS MOVING IS PERMITTED.....	30
37.9 USE OF ELEVATOR.....	31
37.10 OTHER MOVING REQUIREMENTS.....	31
38 SEASONAL DECORATIONS.....	31
39 SIGNS, POSTERS, ADVERTISEMENTS.....	31
40 BULLETIN BOARDS (NORTH, SOUTH AND EAST LOBBIES).....	32
41 CAMERA SYSTEMS.....	32
42 HEATING.....	32
43 STORAGE LOCKERS.....	32
44 EMPLOYEES OF THE ASSOCIATION.....	33
45 EMERGENCIES.....	33
46 PEST CONTROL.....	33
47 WATER FURNITURE.....	33
48 ATTORNEY FEES.....	33
49 SWIMMING POOL.....	34
50 TENNIS COURTS.....	34
51 RESIDENT COMPLAINTS.....	34
52 ANIMALS.....	35
52.1 GENERAL.....	35
52.2 RESTRICTIONS.....	35
52.3 ACCOMODATION ANIMAL.....	35
53 SOCIAL ROOM.....	36
53.1 PURPOSE.....	36
53.2 SCHEDULING.....	36
53.3 SERVICE / DAMAGE DEPOSIT.....	36
53.4 PRE-INSPECTION.....	36
53.5 INDEMNITY.....	36
53.6 ROOM CAPACITY.....	37
53.7 NOISE.....	37
53.8 YOUNG PEOPLE.....	37
53.9 CLEANUP.....	37
53.10 RETURN OF KEY.....	37
54 LAUNDRY ROOM.....	37

54.1 HOURS	38
54.2 EQUIPMENT MALFUNCTIONS.....	38
54.3 SOAPS AND DETERGENTS	38
55 CONSTRUCTION REQUIREMENTS.....	38
55.1 HOURS / TIMES	38
55.2 DAMAGES.....	39
55.3 REMODELING.....	39
55.4 STORAGE OF MATERIALS	39
55.5 ACOUSTICAL DETAILS.....	39
55.6 FINISHED FLOORING REQUIREMENTS	40
55.7 CARPET INSTALLATION	40
55.8 FLOOR TILE INSTALLATION.....	40
55.9 HARDWOOD FLOOR INSTALLATION.....	40
55.10 MECHANICAL EQUIPMENT- ACOUSTICAL VIBRATION ISOLATION.....	40
55.11 MUNICIPAL PERMITS.....	40
56 RULES REGARDING VEHICLES AND PARKING LOT	41
56.1 RESTRICTIONS	41
56.2 PARKING VIOLATIONS PROCEDURE	43
56.3 VEHICLE PARKING DECALS	44
56.4 GUEST PARKING / RENTAL VEHICLES	44
56.5 SPEED LIMIT AND TRAFFIC SIGNS.....	44
56.6 STORAGE.....	44
57 BALL PLAYING.....	45
58 SMOKING	45
59 FEEDING OF WILDLIFE AND BIRDS.....	45
60 POND USE.....	45
61 LOITERING AND DAMAGE.....	45
62 CARBON MONOXIDE AND SMOKE DETECTORS	45
63 SEVERABILITY.....	45
64 ENFORCEMENT OF RULES AND REGULATIONS	45
65 FORMAL COMPLAINT PROCEDURE.....	46
65.1 ALTERNATIVE COMPLAINT PROCEDURE	47
66 EXHIBIT 1 -	48
SWIMMING POOL RULES	48
66.1 POOL HOURS.....	48
66.2 ADMITTANCE PROCEDURES.....	48
66.3 RESIDENTS/UNIT OWNERS	48
66.4 IDENTIFICATION AND GUEST PASSES	48
66.5 GUEST RULES	49
66.6 SIGN-IN.....	49
66.7 EXCLUDED PERSONS	49
66.8 ATTIRE.....	49
66.9 CHAIRS AND LOUNGES	49
66.10 LOTIONS	50
66.11 SHOWERING.....	50

66.12 TRASH	50
66.13 CONDUCT.....	50
66.14 FOOD AND REFRESHMENTS.....	50
66.15 GLASS.....	50
66.16 NOISE	50
66.17 PETS	50
66.18 OTHER RESTRICTIONS.....	51
67 EXHIBIT 2 TENNIS COURT RULES	52
67.1 ADMITANCE.....	52
67.2 COURTESY	52
67.3 TENNIS LESSONS	52
67.4 GENERAL RULES.....	52
68 EXHIBIT 3 SOCIAL ROOM CONTRACT.....	54
69 EXHIBIT 4 VIOLATION REPORT	57
70 EXHIBIT 5 NOTICE OF ALLEGED VIOLATION AND HEARING.....	58
71 EXHIBIT 6 VIOLATION DETERMINATION NOTICE	59
72 EXHIBIT 7 ACCOMMODATION ANIMAL PROCEDURES.....	60

1 DEFINITIONS

In the event an undefined term is used in these Rules & Regulations, its definition shall be determined by referring (in order) to its definition used in the Act, the Declaration, the By-Laws, its common usage within the Lake Run Condominium Association, and its commonly understood meaning.

ACT: The Illinois Condominium Property Act.

ANTENNA: Any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception Antenna, provided it meets FCC standards for radio frequency emission. A Mast, cabling, supports, guy-wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception Antenna shall be considered part of the Antenna.

CHARGE: Any amount which the Board of Managers may assess or levy including regular monthly assessments, special assessments, fines, and expenses which are levied pursuant to the Declaration, By-Laws, or the Rules & Regulations.

ASSOCIATION: Lake Run Condominium Association., Inc., an Illinois not-for-profit corporation (sometimes referred to as Lake Run Condominium Association).

BOARD: The Board of Managers (sometimes referred to as the Board of Directors) of the Association. The persons determined pursuant to the Declaration who are vested with authority and responsibility to administer the Property.

BY-LAWS: The provisions for the administration of the Property including, but not limited to, assessment, maintenance, use, occupancy, sale, and leasing.

COMMERCIAL UNIT: A Unit within the Property designed for commercial use.

COMMON ELEMENTS: The Common Elements (sometimes referred to as the Common Areas) consist of all portions of the Property except the Units.

COMMON EXPENSE: The proposed or actual expenses affecting the Property, including reserves, lawfully assessed by the Board of Managers.

DECLARATION: The Declaration of Condominium Ownership for Lake Run Condominium as amended from time to time.

EXCLUSIVE-USE AREA: A Limited Common Element adjacent to the Unit Owner's Unit reserved for the exclusive use of a designated Unit Owner as defined in the Declaration of Condominium Ownership and the Act.

GUEST: A person with authorized use of a Unit for four weeks or less.

LIMITED COMMON ELEMENTS: Those portions of the Property reserved for the exclusive use of a certain Unit or Units such as the balconies and patios.

MANAGEMENT COMPANY: A company hired by the Board of Managers to perform management services for the Association.

MANAGEMENT OFFICE: The office on the first floor across from the Social Room.

MANAGER: The person employed to operate the Management Office.

MAST: Structure to which an Antenna is attached that raises the Antenna height.

MOVE-IN or MOVE-OUT is defined as any move of furniture, appliances, or any single item that requires a hand truck or more than one person to carry, or the moving of other items into, out of, or within the building (when moving from one Unit to another Unit) associated with the beginning or end of the occupancy of a Unit by an individual Resident.

OCCUPANT/RESIDENT: Person(s) occupying a Unit on a regular basis whether or not the Unit Owner. This includes tenants residing in a Unit not Owner-occupied.

PUBLIC SAFETY OFFICER: An individual employed by Lake Run Condominiums as a safety officer with the primary goal of keeping the public safe.

RULES or RULES & REGULATIONS: These Rules & Regulations as adopted pursuant to powers assigned to the Board of Managers.

TELECOMMUNICATIONS SIGNALS: Signals received by DBS, television broadcast, and MDS Antenna.

TRANSMISSION ONLY ANTENNA: Any Antenna used solely to transmit radio, television, cellular, or other signals.

UNIT: A part of the Property established in the Declaration for independent use.

UNIT OWNER: A person or persons whose interests make up a fee simple Ownership of a Unit located within the Lake Run Condominium.

VISITOR: A person visiting a Resident.

2 ACCESS TO UNITS AND KEYS

Owners must deposit a key to their Unit door(s) with the Management Office to be used for emergency and service access. Access and entry will be made only upon notice in advance and only at a reasonable hour. Association staff may enter a Unit to perform service to the Unit, Limited Common Elements, or Common Elements. The Association Staff also may enter a Unit to investigate a complaint of a nuisance or annoyance existing within the Unit. For complaint investigation or in emergency situations for which advance notice of entry is not possible, the Unit Owner and/or Resident will be notified of such entry as soon as possible. Upon every such entry, with or without consent and whether or not a Resident is present, a "Notice of Entry" statement will be left showing the time and purpose of the entry and the identity of the person(s) entering.

The Unit Owner is responsible for supplying tenants with Unit keys, building keys, mailbox keys, and storage room keys. Tenants are not permitted to obtain a replacement building key from the Management Office unless strictly authorized to do so by the Unit Owner in writing. The Charge for any lost or stolen building key is \$25.

3 EMERGENCIES

In the event of any emergency, the Association's right of access and entry into a Unit is immediate, whether or not the Unit Owner or Resident is present. Unit Owners and tenants must also provide a list of emergency contact phone numbers to the Association. Under no circumstances will entry be made without the entering person first knocking. If a Unit Owner has not deposited a key, and an emergency situation arises such as a water leak, fire, or other danger which requires access to the Unit, the Board of Managers may have the lock(s) to the front door of the Unit drilled or take other measures necessary to gain access to the Unit. The Association, staff, or agents will not be liable for any damage resulting from such forced entry. All costs or repairs will be the sole responsibility of the Unit Owner.

If a Unit will be unoccupied for at least two weeks, please notify the Management.

4 LOCKOUTS

In the event a Resident is locked out, the Resident may notify the Management Office or Public Safety for further assistance. Resident's identity must be verified by the Management Office staff or Public Safety with a photo ID. Upon identity verification, a staff member will open the Resident's Unit if there is a key on file. The rate for after-hours service (4 p.m. - 7:30 a.m.) is \$25.00.

5 MAILBOX KEYS AND DOOR LOCKS

Mailbox keys are the responsibility of the Unit Owner. If Unit Owner/Resident loses their mailbox key, the only recourse is lock replacement by a locksmith or by in-house maintenance staff for a fee.

Keyless entry lock systems may be installed only with prior approval from the Management Office. The color and style must harmonize with existing locksets and must be approved by the Management Office.

6 ALTERATIONS TO COMMON ELEMENTS

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

7 ANTENNAS AND SATELLITE DISHES

7.1 INSTALLATION OF ANTENNAS

The Federal Communication Commission (the "FCC") has adopted rules preempting certain Association restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service Antennas ("Antennas"). The Association desires and intends to adopt reasonable restrictions consistent within the FCC rules to govern the installation, maintenance, and use of antennas in the best interest of the condominium and its Unit Owners and Residents.

7.2 ANTENNA SIZE AND TYPE

DBS (Direct Broadcast Satellite) Antennas that are eighteen inches or smaller in diameter may be installed. Larger Antennas are prohibited.

MDS (Minimum Discernible Signal) Antennas that are eighteen inches or less in diameter may be installed. Larger MDS Antennas are prohibited.

Antennas designed to receive television broadcast signals may be installed, so long as the Antenna fits within the Exclusive-Use Area.

Installation of transmission-only Antennas is prohibited.

All Antennas not covered by the FCC rule are prohibited.

No more than one Antenna for each type of service may be installed.

7.3 LOCATION

Antennas must be installed solely in the Unit Owner's Unit or on the Unit Owner's Exclusive-Use Area. In general, that area would be the balcony or patio area adjacent to the Unit. Installation of Antennas on a Limited Common Element does not convert the Limited Common Element to individual-owned property.

If acceptable quality signals can be received by placing Antennas inside a Unit without unreasonable cost increase, then outdoor installation is prohibited.

Antennas must not extend beyond the Unit Owner's Exclusive Use Area or encroach upon any Common Elements or another Unit Owner's Unit or Limited Common Element.

Antennas must be located in a place shielded from view from outside the community or from other Units to the greatest extent possible.

Installation must not be on any other portion of the Common Elements, even if an acceptable quality signal cannot be received from an Exclusive Use Area.

7.4 INSTALLATION

Antennas must be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.

All installations must be completed so they do not damage the Common Elements, the Limited Common Elements, or individual Units. No installation may void any warranties provided to the Association or impair the integrity of the building. Improper installation can cause damage to structures, posing a potential safety hazard to Association Residents and personnel. To ensure that Antennas are installed in a manner that complies with the building and safety codes and manufacturer's instructions, any installer other than the Unit Owner must provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance must meet the following minimum limits:

- a. Contractor's General Liability (including completed operations): \$1,000,000;
and
- b. Workers' Compensation: statutory limits.

Antennas must be free-standing but secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the Antennas, including damage from wind velocity. Antennas must be potted and weighted sufficiently to remain stable and to minimize the possibility that the Antenna will be blown or dislodged from its location.

Antennas must not be fastened to balcony railings with screws or anything else which will penetrate or damage the integrity of the railing. Similarly they may not be cemented or otherwise fastened to patio or balcony decks so as to damage or interfere with the integrity of the concrete. The purpose of this provision is to prevent structural damage to the building and Units due to moisture. Satellite dishes on the patio or balcony must not extend beyond the balcony railings and must be painted the correct color. Paint may be obtained at the Management office for a small fee.

7.5 MAINTENANCE

Unit Owners who install or maintain Antennas are responsible for all associated costs including, but not limited to, those costs to:

- a. Place (or replace), repair, maintain, and remove Antennas;
- b. Repair damage to any property caused by Antenna installation, maintenance, or use;
- c. Pay medical expenses incurred by persons injured by Antenna installation, maintenance, or use;
- d. Reimburse Residents or the Association for damage caused by Antenna installation, maintenance, or use;
- e. Restore Antenna installation sites to their original condition.

Unit Owners must not permit their Antennas to fall into disrepair or to become a safety hazard. Unit Owners shall be responsible for Antenna maintenance, repair and replacement, and the correction of any safety hazard.

If Antennas become detached, Unit Owners must remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove or repair Antennas at the expense of the Unit Owner.

Unit Owners shall be responsible for Antenna repainting or replacement if the exterior surface deteriorates.

7.6 SAFETY

Antennas must be installed and secured in a manner that complies with all applicable city and state laws and regulations and manufacturer's instructions. Prior to installation, Unit Owners must provide the Association with a copy of any applicable governmental permit required for safety reasons.

Unless the above-cited laws and regulations require a greater separation, Antennas must not be placed within five feet of power lines, above-ground or buried. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.

Antennas must not obstruct access to or exit from any Unit, walkway, ingress and egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the Property. The purpose of this requirement is to ensure the safety of Association Residents and personnel and safe and easy access to the Association's physical plant.

Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure surrounding the Unit Owner's Unit.

To prevent electrical and fire damage, Antennas must be permanently grounded.

7.7 ANTENNA CAMOUFLAGING

Antennas must be painted to blend with the color of exterior brick of the building wall and railing. Paint may be purchased from the Management Office.

Camouflaging Antennas through inexpensive screening or plants is required if Antennas are visible from the street or other Units.

Exterior Antenna wiring must be installed so as to be minimally visible.

7.8 MAST INSTALLATION

Mast height may be no higher than absolutely necessary to receive acceptable quality signals.

Masts extending below the roofline may be installed, subject to the regular notification process (see below). Masts extending above the roofline must be preapproved due to safety concerns posed by wind loads and the risk of falling Antennas and Masts. Applications for a Mast above the roofline must include a detailed description of the structure and anchorage of the Antenna and the Mast, as well as an explanation of the need for such a Mast. If this installation will pose a safety hazard to Association Residents and personnel, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks.

7.9 ANTENNA REMOVAL

Antenna removal requires restoration of the installation location to its original condition. Unit Owners shall be responsible for all costs incurred by the Association relating to restoration of this location.

7.10 ASSOCIATION MAINTENANCE WHERE ANTENNAS ARE LOCATED

If Antennas are installed on a portion of the Property that is maintained by the Association, the Unit Owners retain responsibility for Antenna maintenance. Antennas must not be installed in a manner that results in increased maintenance costs for the Association or for other Residents. If increased maintenance or damage occurs, the Unit Owners are responsible for all such costs.

If Maintenance requires the temporary removal of an Antenna, the Association shall provide the Unit Owner a 10-day written notice. The Unit Owner shall be responsible for removal or relocation of the Antenna before maintenance begins and replacement of the Antenna afterward. If the Antenna is not removed in the required time, then the Association may do so at the Unit Owner's expense. The Association is not liable for any damage to Antennas caused by Association removal or storage.

7.11 NOTIFICATION PROCESS

Any Unit Owner desiring to install an Antenna must complete a notification form and submit it to the Board through the Management Office. The notification will be reviewed by the Board or the Manager within two business days from submission.

Upon review of the notification, a determination will be made by the Board or the Manager as to whether or not the installation is routine, conforming to all of the above restrictions. If so, the installation will be approved and the Unit Owner will be notified within the review period that installation may begin immediately.

If the installation is other than routine for any reason, the Unit Owner will be notified within the review period of such determination by the Board of Managers or the Manager. The notice will seek to establish a mutually-convenient time for the Unit Owner to meet with the Board or the Manager to discuss installation methods, and will include a list of convenient times for the meeting which must include at least one time within two business days of the date of the notice.

7.12 INSTALLATION BY TENANTS

These Rules shall apply in all respects to tenants, Occupants and the Unit Owner. Tenants desiring to install antennas must obtain a prior written permission of the Unit Owner. A copy of this permission must be furnished with the notification.

8 APPLIANCES

Maintenance, repair, or replacement of appliances within individual Units is the responsibility of the Unit Owner. Unit Owners are responsible for the costs of said maintenance, repairs, or replacements.

9 PROHIBITION OF WASHER AND DRYER IN UNITS

The installation of washers and dryers of any type or size (including portable or “apartment-style”) in any Unit, or the connection of any washers and dryers to the plumbing and electrical systems serving the Unit, shall be prohibited.

Those washers and dryers located in the Units and connected to plumbing and electrical systems on November 6, 2008, and registered with the Association on or before December 6, 2008, shall be allowed to remain in place and operate so long as the then-current Unit Owner remains the Owner of the Unit. Those washers and dryers cannot be replaced under any circumstances and must be removed before the Units are sold or otherwise transferred or conveyed in any manner.

Each Unit Owner must allow the Association or its designated agent reasonable access through the Unit from time to time to inspect for improper installation of washers and dryers. Improperly installed washers and dryers must be removed upon notice from the Association. Failure to comply with the removal directive shall allow the Association to remove the equipment and to charge the expense for that activity to the individual Unit Owner.

The Unit Owner shall be responsible for all direct or indirect damages caused to the Property due to the authorized or unauthorized installation of any washer and dryer in their Unit including, but not limited to, the cost to repair the Common Elements or other Units resulting from malfunction of the washer and/or dryer or the failure of the plumbing or electrical as a result of the use of the washer and/or dryer.

10 PROHIBITION OF GARBAGE DISPOSALS

The drain pipes from the kitchen sinks serving each individual Unit are designated as Limited Common Elements allocated to that Unit.

The Unit Owner is responsible for the expense of the maintenance, repair, and replacement of the drain pipes from the kitchen sink in his/her Unit.

The Unit Owner must not alter the Common Elements without approval from the Board of Managers.

To maintain control over the structural components of the Property and to avoid future damages caused by the failure of unauthorized installations to function properly, which could jeopardize the structural integrity of the building, cause damage to the Common Elements or to other Units, or cause additional work to be needed in the future at Association expense, the Board of Managers has determined that the installation of garbage disposals in the Units shall be prohibited and that all existing garbage disposals installed in the Units within the Association must be removed at the Unit Owner's expense. The Board of Managers will arrange for the

Association to furnish the work to remove the garbage disposal and to reinstall an appropriate drain pipe from the sink. The expense for that work will be charged to the individual Unit account for the Unit which benefits from the work.

The Unit Owner(s) must allow the Board reasonable access through the Unit to inspect for unauthorized installation of a garbage disposal and to perform removal work, as necessary.

Failure of a Unit Owner to cooperate in the removal efforts or in payment of the cost thereof will lead to enforcement action against the Unit Owner by the Association.

The Unit Owner shall be responsible for all direct or indirect damages caused to the Property due to the unauthorized installation of a garbage disposal including, but not limited to, the cost to repair the Common Elements or other Units resulting from malfunction of the garbage disposal or the clogging or failure of the drain pipe as a result of the use of a garbage disposal.

11 FEES

11.1 ASSESSMENTS, CHARGES, AND COLLECTIONS

All monthly assessments, special assessments, or any other lawful fees including, without limitation, any maintenance Charges, service fees, late Charges, and fines are due and payable to the Association on or before the first day of every month unless otherwise directed by the Board. A late Charge of fifteen dollars (\$15.00), or such amount as may be determined by the Board from time to time, shall be charged to any account upon which the full amount due for that month has not been received by the end of the day on the tenth day of the month, or ten days after any other due date established by the Board. Any and all Charges including, but not limited to, bank charges incurred by the Association as a result of checks returned for any reason will be charged to the Unit Owner.

All fines and late fees shall be collected by the Association in the same manner as unpaid assessments. Unpaid balances shall constitute a lien on the Unit until paid. When payments are made to an account with outstanding balance, the money is applied first to the past due amounts. Any funds in excess of the past due amount will be applied to current Charges.

Unless specifically decided otherwise by the Board, any account for which an amount payable to the Association has not been paid within sixty (60) days of the due date shall be turned over to the Association's attorneys for initiation of collection proceedings. The Association may utilize any and all remedies available pursuant to the Declaration and applicable law in collecting assessments, including, but not limited to, the filing of forcible entry and detainer (eviction) or lien foreclosure proceedings. Any and all collection costs including, but not limited to, title company

charges, recording fees, Management Company Charges, court costs, and reasonable attorney fees shall be assessed to the account of the Unit Owner.

In the event a Unit becomes subject to foreclosure proceedings, the Board shall evaluate whether to participate in the foreclosure action and/or to pursue other collection remedies for unpaid assessments in light of what reasonably might be expected to be returned from such efforts as compared to the status of the lender's action to foreclose its mortgage lien. The Board shall take all reasonable steps necessary to protect the Association's ability to assert its claim as allowed by the Illinois Condominium Property Act against third-party purchasers of Units from foreclosure sales.

The Board shall take all reasonable steps necessary to protect the Association's interests in the event a Unit becomes involved in the bankruptcy proceedings of the Unit Owner.

11.2 LIABILITY OF UNIT OWNERS

Unit Owners are responsible for any and all service Charges, damage Charges, fines, penalties, or other expenses resulting from the actions of their Guests, invitees, or tenants. All appropriate Charges will be applied to the Owner's account.

11.3 PAYMENT OPTIONS

Checks are to be made payable to "Lake Run Condominium Association." All checks should be mailed or delivered to the Management Office or as otherwise directed by the Management Company. Unit Owners may contact the Management Office or may check online for specific details regarding direct debit payment enrollment. Information regarding additional payment options is available online or from the Management Office.

12 INDOOR COMMON ELEMENTS

12.1 GENERAL RULES

Smoking is not permitted in any Common Elements such as the Social Room, hallways, elevators, laundry rooms, lobbies, stairwells, trash rooms, or outside the building within 15 feet of any entrance.

Except for ingress and egress, all doors must remain closed at all times, including Unit doors. In the event of a Move In/Out, Unit doors are permitted to be propped open, but stairwell doors must never be propped open or have the lock tampered with in any way. Moreover, in the event a Unit door is propped open, the Unit Owner or Resident remains responsible for the contents of the Unit. The Association is not liable for any lost, stolen, or damaged property as a result of a door being propped open.

No personal items of any kind (including, but not limited to, shoes, strollers, coolers, garbage bags, etc.) must be stored in the Common Elements.

No mats, rugs, or any other floor coverings are allowed in the hallways and in front of Unit doors.

The tampering with building mechanical or electrical equipment is strictly prohibited.

The use of building fire extinguishers is not permitted except during a fire emergency.

Mats, rugs, carpets, blankets, or any other floor or wall coverings are not to be cleaned or shaken out in the hallways or over a balcony or patio.

Noisy or rowdy behavior is not allowed in Common Areas.

Storage areas, laundry rooms, trash rooms, hallways, lobbies, stairways, and elevators are to be used for their normal purposes and not for play or loitering.

Holiday decorations in the hallways, excluding Unit doors, are strictly prohibited. Holiday decorations may be displayed on Unit doors for not more than four weeks before and/or after the recognized holiday as long as they are affixed in a manner that does not damage the door.

No eating or drinking is permitted in the hallways, lobbies, or stairwells.

No business may be conducted in any Common Areas.

Littering in Common Areas is prohibited.

No one may unnecessarily hold or otherwise interfere with the normal operation of the elevators. The elevators are reserved for the exclusive and uninterrupted use of Residents and other persons lawfully on the Property.

In the event of a fire, all Residents must use the stairways. Use of the elevator is strictly prohibited.

Persons using any of the Common Areas or facilities do so at their own risk and responsibility.

12.2 DAMAGE TO COMMON ELEMENTS

Any damage to the Common Elements due to the conduct of a Unit Owner or the Unit Owner's family, tenants, Guests, or invitees may be repaired by the Association with the cost charged to the Unit Owner.

To maintain control over the structural components of the Property for which the Board of Managers is responsible, and to avoid efforts not authorized by the Board of Managers which could jeopardize the structural integrity of the building or cause additional work to be needed in the future at the Association's expense, the Association will furnish the work and then charge that expense to the account for the Unit that benefits from the work.

12.3 ATTIRE

At all times while in the Common Areas including, but not limited to, the hallways, stairwells, elevators, and the lobby, Residents must wear attire (including shirts, pants or skirts, and footwear) that is proper and suitable for going out in public.

Bathing suits are permitted only in the pool area and on the pool patio.

Footwear is required in all Common Areas except the pool area.

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

13 EXTERIOR COMMON ELEMENTS

13.1 BALCONIES, PATIOS, WINDOWS AND DOORS

According to the Declaration, balconies and patios are Limited Common Elements. This means that, although the Resident of each Unit with a balcony or patio has the exclusive right to use and enjoy it, the balcony and patio is not owned by the Unit Owner but by all of the Unit Owners in common. Those outside areas along with windows, drapes, curtains, and blinds inside the perimeter windows and doors make up part of the exterior image put forth to the public. Those areas must be reasonably uniform in appearance in order to preserve the property values and attract new Unit Owners and Residents.

14 BALCONIES AND PATIOS

Balconies and patios are to be kept in good order, condition, and appearance. They must be kept free from ice and snow in inclement weather.

Noise levels from all sources within the Unit or on the balcony or patio must be kept low enough to prevent disturbing one's neighbors during quiet hours.

Residents are responsible for damage caused by anything that falls from their balcony or windows.

If an item placed on a balcony is determined by the Association to be potentially dangerous or harmful, then it must be removed immediately following receipt of notice from the Association, which will use its best efforts to contact the Unit Owner or Resident. If the Unit Owner or Resident cannot be contacted immediately, the Association may elect to remove the item at any time at the Unit Owner's expense.

14.1 WINDOWS AND BALCONY/PATIO DOORS

The perimeter windows and doors must be kept clean and in good repair. The glass of all windows and the glass of balcony and patio doors are to be maintained and cleaned by the Unit Owner(s) or Resident(s).

The window(s) and patio/balcony door (including any screens) serving each individual Unit are Limited Common Elements allocated to that Unit.

Unit Owners are responsible for the maintenance, repair, and replacement expense of the windows and patio/balcony door (including screens) serving their Unit.

A Unit Owner may not alter the Common Elements without approval from the Board of Directors.

Unit Owners must allow the Association reasonable access through the Unit to perform any necessary work.

Failure of a Unit Owner to cooperate in the maintenance, repair, or replacement efforts or pay costs thereof will lead to enforcement action against the Unit Owner.

14.2 AIR CONDITIONING UNITS

Only through-the-wall air conditioning units of correct size and fit are permitted. An exterior grille must match existing ones for uniform appearance. Window air conditioning units are prohibited and must not be installed in window openings or wall sleeves. Note that wall air conditioners are heavy and need to be installed correctly with special attention to the degree of tilt within the sleeve, distance between the unit and the sides of the sleeve, distance from exterior venting grille, and position of the plug that controls how much condensation accumulates. The air conditioning unit must not leak water into the building's interior or exterior walls or windows of your neighbor(s). Any damage caused by a leaking air conditioning unit

shall be the responsibility of the Unit Owner and must be addressed immediately when notified by the Management.

14.3 UNIFORMITY OF EXTERIOR APPEARANCE

Rusty, crooked, or broken screens, blinds, ragged curtains, or blinds which do not maintain exterior appearance uniformity must be repaired or replaced. Draperies, curtains, shades, blinds, or other such window coverings must be of a customary nature and appearance and may be whatever colors the Resident wants inside the Unit. To maintain a consistent exterior appearance, the exterior facing exposure of any window or door treatments (including, but not limited to, blinds, shades, tinted windows, window coverings, curtains, and drapes) must be uniformly neutral in color (white, ivory, beige, or tan) as seen from the outside. A Unit Owner is not required to install any window treatment.

If a violation of these Rules is determined by the Association to result in an unacceptable lack of uniformity in appearance of the balconies, patios, windows, doors, and other exterior features, it must be corrected promptly following receipt of notice from the Association, which, if not corrected promptly, may elect to make any necessary repairs, replacements, or adjustments at the Unit Owner's expense.

15 RESTRICTIONS ON USE OF BALCONIES AND PATIOS

15.1 BALCONY EQUIPMENT / UNSIGHTLY USES / RESTRICTIONS

Only regular balcony or patio chairs, tables, umbrellas, benches, loungers, gas or electric grills, plant containers, and planters may be placed on the balconies and patios. Balconies and patios are not to be used for storage of any other equipment or furniture. Bicycles, motorcycles, vacuum cleaners, large toys, and other such items must not be parked or stored on balconies or patios. Clothing, sheets, blankets, laundry, and similar objects must not be hung, displayed, stored, or exposed on balconies or patios. Only gas and electric grills are allowed on the balconies and patios. Gas grills must have an electric starter. Absolutely no charcoal grills or liquid charcoal starter fuel are permitted. Any items such as furniture or flower pots must be sufficiently heavy or secured so as to not be at risk of being blown off a balcony or patio.

Residents must not throw cigarette butts or other debris over balcony railings or out of windows. Residents must not shake mops, bedding, tablecloths, or any other objects over railings or out of windows. Railings must not be used for airing or drying items such as clothing, swimsuits, laundry, rugs, bedding, towels, etc. Clotheslines or drying racks are not permitted on balconies or patios. Residents must take care when watering plants or cleaning balconies not to let water drip down on the balcony or patio below. Always assume there is someone below you. Garbage and other food-related refuse are not to be left on balconies and patios. First floor

Residents must not plant anything beyond the actual patio cement area.

Exterior seasonal lights, decorations, and flowers are acceptable. Winter holiday lights and decorations may be displayed on the balconies or patios for not more than four weeks before and/or after the recognized holiday. Holiday lights may be hung on balconies and patios using plastic or nylon fastenings in a manner that does not damage walls, ceilings, brick fence, railings, or concrete.

15.2 ENCLOSURES

Balconies and patios may not be enclosed or covered. It is strictly forbidden for screens, awnings, shades, exterior blinds, or projections to be attached to any portion of the Common Elements. Prohibited projections include machines, cooling units, and any other objects that protrude through windows, doors, walls, roofs, or are otherwise visible on the exterior of the building.

No items may project beyond the balcony or patios including, but not limited to, planter boxes. Planter boxes may not be placed on the outside of the balcony railings. Appropriate over-the-rails hangers which do not need fasteners may be used to hang planters, boxes, pots, or other containers inside the railings. When the season is over, planters and hangers and protective covering must be removed to avoid damage to the rails during the winter.

16 U.S. FLAG

No flags may be displayed except that, as authorized by Illinois law, an American flag or a military flag (or both) may be displayed. Allowed flags must be made of fabric, cloth, or paper, displayed from a staff or flagpole or in a window and must not include a depiction or emblem of the flag made of lights, paint, roofing, siding, paving materials, flora, balloons, or any other similar building, landscaping, or decorative components. Allowed flags may be displayed within the Limited Common Elements of a Unit Owner, subject to reasonable Rules and Regulations.

A portable, removable U.S. flag that is no larger than four and a half feet by six feet (4'6" x 6') may be displayed in a respectful way, in accordance with applicable regulations. Residents must take care to avoid loudly flapping flags or chains that rattle and may pose a nuisance to a neighbor.

17 ENERGY CONSERVATION

Except for the periodic and reasonable need for fresh air exchange, balcony doors and Unit windows must be kept closed when Units are being heated.

18 FASTENINGS

To minimize deterioration of concrete, mortar, bricks, blocks, and metal, nothing may be hung from the ceilings above a balcony or patio or fastened to the exterior walls, balcony floors, railings or patios. No hooks, toggles, brackets, screws, nails, or other attachment methods may be used to affix to the walls, ceilings, floors, or railings. Nothing may be attached to the brick walls, balcony floor, balcony ceiling, balcony railings, or patio.

19 FIRES

Other than gas and/or electric grills, under no circumstance may anyone start and maintain an open fire on a balcony or patio.

The City of Prospect Heights has established precautionary measures against fires. Open flame cooking devices must be located at least ten (10) feet away from the balcony and patio doors.

20 FLOOR COVERINGS

To minimize deterioration, balcony floors may not be covered with Astro Turf, rugs, mats, or other floor coverings. The use of such products is strictly forbidden.

21 ASSOCIATION RECORDS

The books and records of the Association are available for inspection by Unit Owners in accordance with Section 19 of the Illinois Condominium Property Act. Requests must be submitted to the Management Office in writing. Fees may be imposed for copies of records or if staff time is required.

22 BICYCLES AND TRICYCLES

22.1 BICYCLE AND TRICYCLE STORAGE

Bicycles and tricycles are not allowed in the elevators at any time. They must be locked securely in either the Bicycle Rooms or the Resident's storage locker, and must be brought in and out of the building only through the ramp areas. Bicycles and tricycles must be registered with the office and a sticker must be affixed for identification. Unregistered bicycles and tricycles not displaying a registration decal will be removed and disposed of periodically.

Residents wishing to store bicycles or tricycles in their Units may do so. In that event, those Residents must abide by a policy of courtesy towards other Residents. Parking places in the Bicycle Rooms are on a first-come, first-served basis. It is the responsibility of each Resident to secure his or her bicycle or tricycle to prevent theft

or unauthorized use. The Association is not responsible for any damage or theft to any bicycle or tricycle equipment stored in the Bicycle Rooms.

22.2 BICYCLE AND TRICYCLE USE

Bicycles and tricycles must be walked, not ridden, anywhere inside the building, and must be brought up and down the stairs and not in the elevator.

Bicycles and tricycles must not be parked or stored on the balconies or patios, may not be left unattended on the Common Elements, and may not be locked to the fence or sign posts.

23 ROLLERBLADES, SKATES, ETC.

Absolutely no skating, rollerblading, skate-boarding, hover-boarding, or similar activity is allowed anywhere inside the building, ramp areas, or in the parking lot.

24 DELIVERIES AND PACKAGES

The Management Office will accept package deliveries (except large items, which should be delivered via the loading dock). While best efforts are made to ensure that packages get to the intended recipient, on rare occasions packages are misplaced. The Association will not make a reimbursement to Residents for any lost or misplaced packages. Any Resident who uses this service accepts this possibility. If you wish to opt out of this service, it is your responsibility to make alternate arrangements with the shipping agent and notify the Management Office that you do not wish the Association to accept packages on your behalf.

Management Office personnel on duty may accept only packages or items of a size that can be stored in the available office space and that can be picked up and taken by the Resident to the Resident's Unit. When a package is received for pick-up by a Resident, it is the Resident's responsibility to promptly claim it. Packages of excessive weight or quantity or those that cannot be moved by Management Office personnel may be refused at the Association's discretion.

Management shall not accept mail or packages from Residents to be sent out. It is the Residents' responsibility to drop off outgoing packages at the U.S. Post Office or other delivery service.

The Management Office accepts packages as a courtesy to Residents. Calls from Residents checking for packages and envelopes are not part of this service. To claim a package, you will need the delivery slip or tracking number from the Post Office or third-party delivery service. If your package or envelope was not delivered to the Management Office or is missing, it is your responsibility to track the package. For complaints regarding missing packages, contact the Post Office or delivery service.

The Association reserves the right to refuse acceptance of any future packages for anyone who has removed a package without signing for it or otherwise has failed to comply with these procedures.

25 DELIVERIES OF LARGE ITEMS

All deliveries of large or bulky items (such as appliances or furniture) must be made through the ramp area located in the South and North buildings. Notification of a delivery date must be given to the Management Office at least one day prior to delivery so that elevator padding can be hung.

25.1 DRIVEWAY DROP-OFF

The semi-circular driveways in the front of the buildings are intended for emergency vehicle access and active loading/unloading of passengers or car contents. Vehicles may not be parked in the driveway in a way that blocks vehicle movement or the drop-off area. Vehicles may not be parked directly in front of the handicap access ramp. Vehicles with significant unloading must pull to the far left side to allow other vehicles to pass. Unattended vehicles left for more than ten (10) minutes or blocking the driveway drop-off area will result in violations, fines, and/or immediate towing.

Residents may not engage in any activity that creates noises which disturb or interfere with the rights, comforts, or conveniences of other Lake Run Residents.

26 ELEVATORS

No one may unnecessarily hold or otherwise interfere with the normal operation of the elevator unless granted permission by the Management Office. Smoking or the carrying of lighted smoking materials onto the elevator is prohibited.

Persons unable to operate emergency buttons may not ride the elevator unescorted.

Pets must be in cages when being transported in the elevator.

No signs, posters, ads, or notices may be posted on or in the elevators without prior approval from the Management Office.

In the event of a stalled elevator or emergency, passengers should remain calm and use the alarm button to activate the intercom and request assistance. Passengers must never try to exit an elevator that is stopped or stalled between floors without the assistance of trained personnel.

In case of evacuation due to fire, all persons must use the stairways. Do not

attempt to use the elevators!

27 GUESTS/VISITORS

A Guest is deemed to be a tenant or Resident after four weeks of occupancy and is required to fulfill the Landlord/Tenant requirements of the Lake Run Condominium Association Rental Policies. This also applies to friends and family members regardless of whether rent is charged or collected.

Unit Owners are fully responsible for their Guest's compliance with the Rules & Regulations along with any damage caused by a Guest to the Common Elements or other condominium property.

28 INSURANCE - UNIT OWNER

All Unit Owners must obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his Guests, Residents or Invitees, or regardless of any negligence originating from the Unit. The personal liability of the Unit Owner must include the deductible for the owner whose Unit was damaged, any damage not covered by insurance required by this section, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings. It is the responsibility of each Unit Owner to carry sufficient insurance.

The insurance carried by the Association does not cover:

- a. Additions within and/or improvements to any Unit including decorating, painting, and wall coverings;
- b. Appliances, individual heating or cooling units, electrical fixtures, or other equipment exclusively servicing a Unit;
- c. Personal property such as furniture, clothing, or other items located within a Unit, storage unit, or within the Common Areas; and
- d. Damage caused to another Unit or Common Elements due to negligence or actions of a Unit Owner or Resident.

Proof of insurance coverage must be provided to the Management Office prior to Move-In and every year thereafter or as may be reasonably required by the Board from time to time. The proof of insurance coverage must be sufficient to verify coverage requirements, i.e., a copy of the certificate of insurance that includes the policy number, agent name, insurance company, etc. Upon notification from Management that a Unit Owner has not provided proof of insurance, the Unit Owner must provide such proof within fourteen (14) days.

Unit Owners who wish to coordinate their homeowner's insurance coverage with the policy covering the Association should contact the Management Office for

information about the Association's insurance broker.

Nothing may be done or kept in any Unit or in the Common Elements serving the Units which will increase the rate of insurance or result in the cancellation of the insurance for the building.

29 NOISE AND CONDUCT

Conduct within a Unit must not become a nuisance. Residents must not engage in or permit any activity within their Unit that unreasonably disturbs or interferes with the right to quiet enjoyment of other Residents of the Property.

29.1 NOISE POLICY

Residents must not engage in activities that cause or maintain disturbing noises.

A disturbing noise is a sound which by its intensity, volume, frequency, duration, or character unreasonably disturbs or interferes with the peace, comfort, and repose of others. The following factors (but not limited to these) must be considered in determining whether any sound is unreasonably disturbing: time of day; whether the day is a weekday, Sunday, or holiday; nature and character of the sound; volume, duration, frequency, or continuity of the sound; and degree of necessity of the sound in relation to the activity producing or generating it.

29.2 SPECIFIC NOISES PROHIBITED

The following sounds (but not limited to these) are determined to be disturbing noises in violation of this section:

- a. Yelling, shouting, hooting, whistling, or singing so as to create unreasonable disturbance or interference with the peace, comfort, and repose of others;
- b. Sounds from musical instruments, audio sound systems, television sounds, or social gatherings that are excessively loud to be heard outside the originating Unit, or Automobile; or
- c. Sounds from audio equipment that are plainly audible or easily understood or identified whether in a Unit or in the parking lot.

Sound levels, and especially bass frequencies, from stereo equipment must be kept down. Levels of noise and music coming from Units that are loudly heard in the hallways or other portions of the Property shall not be allowed.

29.3 QUIET HOURS

Residents and their Guests must not allow the sounds from televisions, radios, stereo systems, musical instruments, alarm clocks, or any other sources to be transmitted to other Units such that the sounds unreasonably disturb or annoy any Resident of the

building. Vacuum cleaners and other items commonly used for household activity and maintenance may not be used during the following quiet hours: Sunday through Thursday - 10:00 p.m. to 7:00 a.m.; Friday and Saturday - 11:00 p.m. to 8:00 a.m.

Construction noise is prohibited before 8:00 a.m. and after 6:00 p.m. Monday through Saturday and is prohibited all day on Sundays.

29.4 NOISE COMPLAINTS

Those who live in a multi-unit building must accept and tolerate a certain level of noise. When the activity of a neighbor disturbs quiet enjoyment, it usually is not due to the neighbor's desire to be discourteous. When noise from a neighbor is disrupting peaceful enjoyment, the first step is a friendly discussion or written communication regarding the noise.

If the direct approach does not resolve the issue, Residents should notify the Management Office or Public Safety. Any Resident causing an unreasonable noise, annoyance, nuisance, or disturbance may be reported to the Management Office during office hours or to Public Safety at all other times. In the event no one is available to take the report, call the Management Office and leave a message including the time of day, the date on which the event occurred, details about the occurrence, your name and Unit number, and any other information you feel is pertinent to the situation. If you feel the situation requires immediate attention, call the Police Department.

30 ODORS

Residents must not allow odors that are a nuisance, noxious, offensive, or annoying to intrude into other Units or the Common Areas.

The determination as to whether routine smells and odors of everyday life are pleasing or disturbing is a subjective matter. As such, the Association shall apply a "reasonableness" test (intensity, character, duration, and frequency) in its response to any non-noxious odor complaint.

If a disturbing odor is identified by a Resident, the Resident should attempt to locate the source of the odor. If it cannot be located, the Resident may seek assistance from the Management Office.

If the source of the odor is determined to be coming from a particular Unit, the Resident should first notify the offending neighbor since he or she may not be aware there is a problem. If the odor continues, please notify the Management Office for additional actions. If the Association staff can verify the source of the odor and determines it to be one prohibited by this rule, enforcement actions shall be directed to that Unit Owner.

Residents may not leave their Unit door open to air cooking smells into the hallway.

If the problem persists, the Board may seek resolution by mediation between the two parties. The complaining Unit Owner or Resident should keep detailed notes to present to the mediator containing information on how often the odor problems occur and what type of smells were encountered.

31 PLUMBING

31.1 CLOGGED DRAINS

If you have a clogged drain, contact the Management Office for assistance in determining whether the clog is due to an issue with the building's main waste drain lines or within the Limited Common Elements drain lines of the Unit. Drains should be unclogged mechanically rather than chemically.

31.2 LEAKS / FLOODS

For an incident of water leaks or flooding, Residents should attempt to shut off the water supply valves as quickly as possible. It also is important to address any standing water immediately because water will quickly find its way through the walls and floor and cause damage to Units on lower floors or the Common Elements. Residents must contact the Management Office immediately.

Unit Owners who's Units are affected by a water leak may report the event to their insurance company.

31.3 WATER DAMAGE TO UNITS AND COMMON ELEMENTS

The water pipes are Limited Common Elements which the Association is responsible to maintain, repair, and replace.

To maintain control over the structural components of the property for which the Association is responsible, and to avoid efforts outside the Association's authorization which could jeopardize the structural integrity of the building or cause additional work to be needed in the future at the Association's expense, the Board of Managers will arrange for the Association to furnish maintenance, repair, and replacement work for the water pipes at Association expense, except as provided below.

The water pipes serving each individual Unit are Limited Common Elements allocated to that Unit.

The Association shall not be responsible for the cost of repair or replacement for the contents of a Unit, including (by means of example and not limited to) wallpaper, carpeting, and other items of personal property which may have sustained damage by water leaking from any Limited Common Element serving another Unit.

The Unit Owner is responsible for the maintenance, repair, and replacement of portions of the property within their Units, including all internal installations and any portion of the plumbing fixtures located within their Units.

The Unit Owner must allow the Association reasonable access to the Unit to perform repair work.

The Association shall pay as a Common Expense the cost of repairs and replacements to the Limited Common Elements and Common Elements resulting from water damage from leaking of any Limited Common Element serving that Unit Owner's Unit; provided, however, that the cost of repairs and replacements caused by water damage resulting directly or indirectly and in any manner by or through the negligence, neglect, intentional act, or oversight of a Unit Owner or a Unit Owner's tenant, Resident, Guest, or invitee shall be charged to that Unit Owner's account and shall be payable to the Association as assessments.

Owners shall be responsible for their own liability and personal property insurance.

Failure of a Unit Owner to keep adequate insurance in place or to cooperate in the maintenance, repair, or replacement efforts, or in payment of the cost for that work, will lead to enforcement action against the Unit Owner by the Association

32 SALES

Garage sales and yard sales are not permitted. "Estate" or "House" sales may be conducted only with prior approval of the Board. Estate Sales must be scheduled with the Management Office at least a week prior to the sale.

33 TRASH

Household trash must be deposited in the trash chute. It must not be deposited in the containers at or near the entrances. All trash must be securely bagged and tied to prevent contents from spilling as the bag travels down the chute. Bags must not be larger than 13-gallon kitchen trash bags. Grocery and retail store plastic shopping bags are not sufficiently strong and should not be used for this purpose. As a courtesy to others, make sure the bag of garbage has gone down the chute before leaving the trash room. Cardboard and boxes of any sort (including, but not limited to, pizza and shoe boxes) must not be put into the trash chute. All boxes should be flattened and left neatly stacked in the trash room for pick-up by the janitorial staff. Vacuum bags and loose dirt from vacuum cleaners must be bagged and tied before disposal down the chute.

If in doubt about the appropriateness of disposing of an item into the trash chute, e.g., broomsticks, large cartons, bulky objects, coat hangers, etc., leave it in the trash room for removal by the janitorial staff. Unit Owners will be charged for

causing trash chute jams that can be traced back to their Unit. Explosives and flammable materials require special handling and must not be placed in the trash chute or left in the trash room for removal by the janitorial staff.

The following items can cause problems with the electric-eye system on the compactors and must not be disposed of by means of the trash chutes: curtain rods; paint cans; shelves; furniture; remodeling debris; vacuum dust (unless tied up securely in plastic bags); and kitty litter (unless tied up securely in plastic bags). All large items should be brought to the room in the basement next to the ramp.

33.1 LARGE ITEM DISPOSAL

Residents with furniture to be disposed of may contact the Management Office for options, including a list of charitable organizations.

33.2 RECYCLING ELECTRONICS AND BATTERIES

Illinois law prohibits the disposal of electronics such as televisions, computers, cell phones, and batteries into landfills. These items must not be included in bagged trash disposed of by means of the trash chutes. Unit Owners must seek specialized recycling sites for such disposal. Residents should contact the Management Office for procedures regarding disposal of larger items such as computers and televisions.

34 USE OF UNITS

34.1 RESIDENTIAL USE OF UNITS

The use of any Unit for a purpose other than as a residence is prohibited by the Declaration and by these Rules. Units may be used only for private residential purposes except that Unit 100S may be used as professional office space.

34.2 COMMERCIAL USE OF UNITS

Commercial use of Units is prohibited (except as noted above).

Residents may not permit the regular or consistent entry of customers or clients into the Unit. These restrictions do not prohibit a Resident from having a home office that does not generate foot traffic to/from the building. Examples include: maintaining a home office; handling personal business or professional telephone calls or correspondence from the Unit; maintaining a computer or other office equipment within the Unit; or utilizing secretarial help and having occasional business Visitors. Such uses are expressly declared customarily incident to the principal Resident use and are not in violation of the Declaration or these Rules.

34.3 VANDALISM

Vandalism or other damage to the Common Elements is both a criminal offense and a violation of these Rules & Regulations. The person who committed the vandalism will be subject to prosecution. If that person is also a Resident, he/she will be subject to eviction procedures.

34.4 ILLEGAL USAGE

Use of the Units is restricted to activities that do not violate any applicable laws, statutes, codes, regulations, or ordinances governing the Property from time to time (including, without limitation, relevant provisions of the City of Prospect Heights Zoning Ordinance and the Illinois Condominium Property Act).

No Unit or any part of the Common Elements may be used for unlawful acts.

34.5 CONDITION OF UNITS

Unit Owners must maintain their Units in a good and clean condition at all times. To avoid attracting pests, food must not be left in the open for extended periods of time.

34.6 OTHER REQUIREMENTS

Nothing may be done in any Unit, or in, on, or to the Common Elements that impairs the structural integrity of the building, or that structurally changes the building except as specifically allowed by the Declaration.

Nothing is to be done or kept in any Unit or in, on, or to the Common Elements that will increase the rate of insurance for the Association without prior approval from the Board of Managers.

35 LEASE OF UNIT

35.1 SIGNS

Signs advertising Units for lease/sale may not be posted in any Common Area or Unit in a manner that is visible from the outside.

35.2 NOTIFICATION

Prior to moving into a Unit, Occupant(s) must meet with Management and complete and submit the required forms and fees. Each lease of any Unit must be in writing. The Unit Owner must provide a copy of the signed lease to the Management Office within ten (10) days after it is signed or the date of occupancy, whichever occurs first. No tenant may move into any Unit or reserve elevator time for a move until such time as the Management Office has been supplied a copy of the lease, all applicable fees have

been paid in full, and until such time as a meeting with the Management Office has been scheduled.

35.3 ACKNOWLEDGMENT FORM

A signed Acknowledgment Form must be attached to each lease confirming the lessee's receipt of a copy of the Rules and Regulations. This form can be obtained from the Management Office. Regardless of whether such a provision is contained in the lease, however, the tenant shall be so bound.

35.4 OBLIGATIONS

In making any lease, the Unit Owner is not relieved of any obligations under the Declaration, By-Laws, or Rules and Regulations.

35.5 HOTEL OR TRANSIENT PURPOSES

No lease or assignment of lease of any Unit may be for hotel or transient purposes, or for a term of less than one (1) year, except as specifically provided in the Declaration (and except for Association Leases, as noted in the following paragraph). Leases are subject to elective annual evaluations.

35.6 ASSOCIATION LEASE

The Board of Managers may lease any Units that are purchased by the Board or taken possession of by the Board through collection activity.

36 SALE OF UNIT

36.1 LOCK BOXES

Unit Owners and/or their real estate brokers may install spare keys in a key lock box within a designated Common Area only, i.e., ramp area railings, and only with prior approval from the Management Office. Realtor's lock boxes may not be secured to any signpost in front of the North and South lobby entrance door area or surrounding areas. Any unauthorized lock box is subject to immediate removal and disposal.

The use of a broker agent key lockbox is at the Unit Owner's sole discretion and risk. The Association/Management Office assumes no liability for theft, loss, or any other damages resulting from use of a key lock box.

36.2 SIGNS

No signs or advertising of Units for lease/sale may be posted in any unapproved Common Area(s) or in any Unit window.

36.3 OPEN HOUSES

For security purposes, only licensed real estate brokers may conduct broker open houses.

36.4 NOTICE

Notice of sale, gift, devise, or other transfer of Ownership of a Unit must be given to the Management Office within ten (10) days prior to the closing.

36.5 FORM COMPLETION

The buyer must complete all forms normally and reasonably required by the Association and return them to the Management Office prior to the buyer taking possession of the Unit. The information requested by the Association is essential to the efficient functioning of the Association. Said forms must include a Certificate of Insurance.

All new Occupants or Residents must schedule an Orientation Meeting with the Management Office.

36.6 COMPLIANCE

All Unit Owners and Occupants must comply with all policies set forth in the Rules and Regulations, including Move-In policies.

36.7 SALES

All legal documents (including, but not limited to, the Declaration, By-Laws, and Rules & Regulations) must be turned over to the new Owner. Upon transference of the Ownership or occupancy of the Unit, the Unit Owner must inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, of the existence of these Rules & Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest.

37 MOVE-IN/MOVE-OUT PROCEDURE

37.1 GENERAL

A Move-In registration must be scheduled and a non-refundable Move-In fee must be paid in the Management Office before moving into the building. Upon receipt of the Move-In fee, Management will provide detailed information about moving into and out of Lake Run and will provide new Residents with locker space, pool passes, vehicle stickers, bike stickers, and appropriate keys, and register the new Resident into the entry system. If the Resident is a tenant, the Unit Owner of the Unit must accompany the tenant at the time of registration. Owners must contact the Management Office if special circumstances exist that prevent the Unit Owner from being able to attend.

Absolutely no moving is allowed into or out of the building via the North or South building lobbies. All moves must be made through the ramp area of the building utilizing Elevator #2 only. Those living on the first floor may move into or out of their Units via their patio doors, being careful to obey fire lane rules for the parking of vehicles.

Each departing Unit Owner/Tenant will assure that all keys to the building, Unit keys, and mailbox keys are turned over to the new Unit Owner/Tenant. Pool passes are required to be turned in to the Management Office.

37.2 NON-REFUNDABLE MOVE-IN FEE

The Unit Owner/Tenant must pay a non-refundable Move-In fee of \$100.00 for the Move-In with the Association prior to the day of moving, whether new to the complex or a current Resident moving to a different Unit. The purpose of this fee is to reimburse the Association for expenses incidental to the Move-In and will be used to cover any administrative costs, entry system, general cleaning, up-keep of the Common Elements, elevator padding, and reasonable (not immediately identifiable) wear and tear caused by moving. Such damages may include, but are not limited to, the cost to repair nicks, gouges, and marks to the walls and damaged light fixtures.

The Move-In fees are to be payable to the Lake Run Condominium Association and must be delivered to the Management Office.

37.3 DAMAGES

Any damage exceeding \$100.00 caused during a Move-In or Move-Out will be charged back to the Unit Owner. Unit Owner/Tenant is responsible for damage done to the Common Areas and other damage caused during the move. The moving company must carry its own insurance for damage. Unit Owners who wish to move without using a professional moving company may do so, but must accept total responsibility for the costs of any damage.

Damage to Common Elements includes, but is not limited to, damage to elevator, walls, carpeting, ceiling, and service entrance doors. Damage to landscaping includes, but is not limited to, lawn areas, plants, shrubs and trees, roadway signs, curbs, and lamp poles.

It is the responsibility of the Move-In/Move-Out parties to monitor the movers so there are no damages caused by furniture, bedding, or other items leaned against the wall or dragged along the hallway carpeting. The Association's managing agent or staff will inspect the Common Areas, including elevators, prior to and after the move.

37.4 CONTACT INFORMATION

Unit Owner/Tenant must provide to the Management Office, in writing, their permanent address and telephone numbers where they can be reached in the event of an emergency, both at home and at work. This information must be provided at the time of purchase or at the time a Resident moves into the Unit. It is the Unit Owner's responsibility to provide this information.

37.5 FORWARDING ADDRESS

Those moving out of the building should provide their forwarding address and telephone number to the Management Office. Before moving in, a Unit Owner Information Sheet must be completed and provided to the Management Office.

37.6 COPY OF LEASE

Prior to a Tenant moving into a Unit, the Unit Owner must provide the Management Office with a signed Lease and addendum, if applicable, indicating the identity of all principals moving into the Unit.

37.7 SCHEDULING THE MOVE

All moving into, out of, and within the building (including first-floor Units) must be scheduled with the Management Office a minimum of three (3) days in advance so as to allow elevator pads to be installed as needed. Pads installed by the Association must be used during all moves which utilize the elevators. Moves are scheduled on a first-come basis, and no move may be made until proper authorization has been obtained from the Management Office, which has the authority to prohibit moves not properly scheduled and authorized. Management may authorize unscheduled moves on a case-by-case basis, provided the date is available and all applicable fees are paid.

Upon receipt of a reservation request, the Management Office will review whether other parties have made similar requests and will coordinate the reservations. Provided the reservation request is in proper order and Management has received the appropriate payment of fees and forms, if applicable, Management will provide the Resident with confirmation of the Move In/Out.

37.8 DAYS AND HOURS MOVING IS PERMITTED

Moves are allowed six (6) days a week with the exception of Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. There are two (2) moving time slots allocated per day: 8:00 a.m. to 1:00 p.m. and 2:00 p.m. to 7:00 p.m.

37.9 USE OF ELEVATOR

Only Elevator #2 may be used for moving. It must have protective pads hung by Management prior to moving of furniture, etc. The other elevator must be left available for others to use.

37.10 OTHER MOVING REQUIREMENTS

Moving trucks may be parked only in the ramp area and for no longer than the hours scheduled for the move.

Do not block halls and stairs with furniture. Due to emergency egress considerations, personal property may not be left blocking common hallways or stairwells.

Heavy furniture and other objects may not be placed on the landscaping during the move. All trash must be placed in the chute.

The intercom system must be reprogrammed by the Management Office to add/remove your name, phone number, and personal code when moving in/out. The phone number you provide must be a local number.

Please be considerate of neighbors and avoid unnecessary noise when moving through Common Areas. Moving vehicles may not be parked with engine running.

38 SEASONAL DECORATIONS

Unit Owners and Residents may not paint, decorate, adorn, or place signs, notices, or other items upon the outside of their Units (except for holiday decorations on the area around the front door of the Unit). The Association may require removal of excessive decorations. No decorations may be taped or otherwise fastened to the walls or Unit door at any time. Decorations may be affixed to the Unit door knocker only. Holiday lights and decorations must be removed within four weeks following the holiday.

Seasonal lighting and decorating on the interior surface of windows may not be installed before Thanksgiving and must be removed by January 15. Seasonal door decorations during this same period are allowed so long as they do not damage the door.

Holiday trees must be brought into the building via the ramp entrance and must be banded and covered to prevent damage to Common Areas such as hallway walls. When disposing of trees, they must be thrown over the balconies with extreme care to avoid hitting anything or anyone.

39 SIGNS, POSTERS, ADVERTISEMENTS

Signs, posters, advertisements, and notices (other than those installed by or at the direction of the Association) are prohibited in all Common Areas, including the Unit doors.

The authorized posting areas in the trash and laundry rooms may be used for that purpose. Contact the Management Office for the required procedures.

40 BULLETIN BOARDS (NORTH, SOUTH AND EAST LOBBIES)

There may be no taping of notices to the glass bulletin boards in the North, South, or East lobbies, or on the one next to the Management Office. All notices must be written in English and brought to the Management Office for proper posting. Notices will remain for a maximum of ten (10) days and will be removed by Management.

41 CAMERA SYSTEMS

No unauthorized cameras or recording devices (picture or video) are permitted in the hallways or other Common Areas.

42 HEATING

Residents are required to provide enough heat in their Units during winter weather to prevent water from freezing in the pipes or systems of the building or Unit. All damages caused by failure to adequately heat the Unit will be the Unit Owner's responsibility.

43 STORAGE LOCKERS

Storage lockers are not for sale.

In the event a storage locker is leased to another Resident, a copy of the lease must be filed with the Management Office.

The Association may reallocate storage locker assignments as it deems necessary.

Unit Owners must supply their own lock.

The Association is not responsible for lost or stolen items. Residents use the storage lockers at their own risk and should file a police report if property becomes missing.

According to City of Prospect Heights ordinances, no hazardous materials or combustible items may be stored in a storage locker including, but not limited to, propane tanks, paint thinner, gasoline, kerosene, and the like.

Unit Owners are responsible for any damage caused by items stored in their storage lockers. All items must be positioned inside the storage locker. Items left outside of the storage locker will be removed and discarded without notice and without recourse.

Abandoned, unregistered, and unauthorized use of a storage locker will result in the removal and disposal or donation of the contents.

44 EMPLOYEES OF THE ASSOCIATION

Association employees include Public Safety and Maintenance Staff. These employees have been assigned certain duties by the Association and the Management Office and have been charged with certain responsibilities in order to secure protection and maintenance for the building. No Resident has the right to vary those duties. No person except those from the Management Office or persons authorized by Management may give employees work orders or verbal instructions. If a Resident believes that some of the duties and responsibilities of the employees are not being performed properly or should be altered, the Resident should submit written comments or suggestions to the Management Office for the Board of Managers to review.

Association employees must be treated with respect. Raised voices, profanity, or other abusive or threatening behavior toward Association employees will not be tolerated. Disputes or problems should be brought to the attention of Management in writing. Residents experiencing difficulties with the Management Office or Manager should contact the Board of Managers in writing.

45 EMERGENCIES

In case of emergency, Residents should first call 911 and are then encouraged to call Public Safety at (847) 459-4930 or the Management Office at (847) 537-3036. Residents must determine if they should seek shelter in place or evacuate the building. Face away from windows and glass and move away from exterior walls. Elevators may not be used. While going down stairwells, Residents must stay to the right to allow emergency responders to go up the stairs.

46 PEST CONTROL

Residents must report the presence of insects and other pests to the Management Office immediately. Unit Owners must allow the exterminator access to their Units for the purpose of pursuing extermination efforts in the Units or in the Common Elements which are accessible through the Units.

47 WATER FURNITURE

Water furniture is strictly prohibited. Unit Owners and Residents who have aquariums shall be responsible for damage to the Common Elements or to other Units caused by such use. Aquariums may not be drained on balconies or patios.

48 ATTORNEY FEES

Unit Owners or their tenants, Guests, or invitees who cause the need for enforcement shall be charged for any and all expenses and costs, including attorneys' fees, incurred by the Association in enforcing the Declaration or these Rules & Regulations.

49 SWIMMING POOL

The swimming pool and pool area are for the exclusive use and enjoyment of Residents and Guests accompanied by the Resident, with the understanding that they must comply with public law and the Rules & Regulations adopted by the Board. Those Rules shall be enforced as if set forth fully herein and the Management Office will make them available or distribute them as determined by the Board.

Hours of operation are: 7 days a week, 7:30 am-10:00 pm each day. The pool and pool area may not be used for private functions. No lifeguard is on duty and the use of the swimming pool, sauna, and pool area is at the sole risk of the user.

Management, Pool Attendants, Maintenance Staff, and Public Safety Officers have the authority to close the pool due to inclement weather or at their own discretion. They also have the authority to ask any person not complying with the Swimming Pool Rules to leave the pool area.

No swimming is allowed before or after posted hours.

See Exhibit 1 of these Rules & Regulations for the most recent copy of the swimming pool rules as of the date of this printing. The rules may be updated from time to time.

50 TENNIS COURTS

Residents must purchase a key from the Management Office for access to the tennis courts. Anyone playing tennis must have their pool pass for identification purposes. The tennis courts are for the exclusive use and enjoyment of Residents and their Guests while accompanied by said Resident, with the understanding that they must comply with the Rules & Regulations adopted by the Board of Managers from time to time. Those Rules shall be enforced as if set forth fully herein. The Management Office will make those Rules available or distribute them as determined by the Board.

See Exhibit 2 of these Rules & Regulations for the most recent copy of the Tennis Court Rules as of the date of this printing. The rules may be updated from time to time.

51 RESIDENT COMPLAINTS

Complaints regarding the operation of Lake Run Condominiums or the actions of other Unit Owners or Residents must be submitted to the Management Office in writing and must state the name, address, and contact information (including e-mail address, if available) of the person filing the complaint. Anonymous submittals will not be considered. If unresolved through the Management Office, the complaint must be submitted in writing to the Board or presented at a scheduled Board meeting.

Please be fair and objective when making complaints about Residents, the Board, or the Management Office. Remember that the Board serves in a voluntary capacity. Please do not waste time with complaints that are petty, unjust, or motivated by bias, discrimination, or disrespect for another individual's lifestyle.

52 ANIMALS

52.1 GENERAL

The Board has the power to prohibit the keeping of any animals of any kind if, in its discretion, it determines the policy of pet regulation to be unworkable or unenforceable

Permitted pets include common household pets such as cats, birds, and fish, and *specifically exclude dogs and exotic or dangerous animals*. Permitted pets may not create a nuisance to other Residents by continuous or repeated disturbances. In such cases, the Owner of the Unit whose pet is causing a disturbance will be notified of the complaint in writing by the Management Office and will be given an opportunity to correct the problem. If the disturbance continues, it shall constitute a nuisance and thus a violation of these Rules & Regulations. Any pet which, in the judgment of the Board of Managers, has caused or created a nuisance or unreasonable disturbance must be permanently removed from the Property upon three (3) days written notice from the Management to the Unit Owner. The decision of the Board of Managers shall be final.

52.2 RESTRICTIONS

DOGS ARE NOT ALLOWED IN OR ON THE PROPERTY. NO EXCEPTIONS. A MINIMUM OF \$50 FINE WILL BE CHARGED FOR EACH SUCH VIOLATION.

Pets may not be raised, bred, or kept for commercial purposes. No more than two cats are permitted to be kept in a Unit by a Resident. Residents must transport pets in cages through all Common Areas. Pets may not be left unattended on balconies or patios. Cat litter must be bagged and secured before being thrown down the trash chute. Cat litter must never be flushed down a toilet or sink.

52.3 ACCOMODATION ANIMAL

The attached Procedure for Requesting an Accommodation Animal is made part of the Rules & Regulations.

See Exhibit 7 of these Rules & Regulations for the most recent version of the Procedure for Requesting an Accommodation Animal, the Guidelines for Requesting an Accommodation Animal and the Accommodation Animal Registration Form. These items may be updated from time to time.

53 SOCIAL ROOM

53.1 PURPOSE

The Social Room is to be used primarily for groups transacting official condominium business, e.g., Owners' Meetings, Board of Managers' Meetings, Committee Meetings, or social functions sponsored by the Association. When not scheduled for such uses, the Social Room may be reserved for private social gatherings or parties. Unit Owners or Residents must be associated with any such activities. Any proposed commercial activities must be approved by the Board of Managers.

53.2 SCHEDULING

The Social Room may be used between 9:00 a.m. and 11:59 p.m. and must be scheduled in advance with the Management Office. Reservations are taken on a first-come, first-served basis.

53.3 SERVICE / DAMAGE DEPOSIT

Before a key is issued, the person applying must submit a signed Social Room Rental Contract and pay all applicable fees and deposits. Board and Committee activities are exempt from these charges. The deposit will be returned within fourteen (14) days if there is no damage to the room or furnishings.

53.4 PRE-INSPECTION

The condition of the room will be checked by the Manager before use. No furniture or other property belonging to the room may be removed. The person or Unit Owner using the facility will be held responsible for any damages during the use of the premises and will cover the cost of replacement or repair of furnishings or other property, if necessary.

53.5 INDEMNITY

Unit Owners/Residents using the Social Room assume complete responsibility and liability for any and all property damage, claims, loss, injury or death to any persons, or any other expense including, but not limited to, attorney fees, costs incurred or caused by any act or negligence by any attendee, service provider, or other person present or entering the premises in connection with the event for which the Social Room was reserved.

Those responsible for reserving the Social Room for a party and who intend to serve alcoholic beverages will accept responsibility for all physical injury or property damage that may occur, and will indemnify the Association against all liability arising out of the use of the Social Room and in particular the service of alcohol on the condominium property. No hard liquor. Only beer and wine are allowed.

53.6 ROOM CAPACITY

A maximum of 75 persons may occupy the Social Room.

53.7 NOISE

Loud music, DJ's, and boisterous behavior is not allowed. Music-playing devices and the like may be used, provided they are not played so as to disturb, annoy, or be a nuisance to other Occupants.

53.8 YOUNG PEOPLE

An adult Unit Owner or Resident must be responsible for constant supervision of young persons. Alcohol may not be served to persons under the age of 21.

53.9 CLEANUP

The premises must be cleaned by 9:00 a.m. of the day following use. All chairs and tables are to be returned to storage areas provided, and furniture arrangements are to be returned to their original position. Trash must be bagged and taken to the garbage chute.

53.10 RETURN OF KEY

The key must be returned to the Management Office by noon of the day following use (first working business day). The premises will then be inspected, and if there is no damage, necessary cleanup, or loss, the deposit will be returned. In the event that these Rules and Regulations are violated, or if the room is not cleaned and restored to its original condition, the deposit or a portion of the deposit will be forfeited. Additional charges may be assessed to the extent that the deposit does not cover the cost of repairs or replacements.

See Exhibit 3 of these Rules & Regulations for the most recent Social Room Contract as of the date of this printing. The Contract may be updated from time to time.

54 LAUNDRY ROOM

A coin-operated laundry room is located in the basement. Laundry requiring washers and dryers must be done in the laundry rooms. The laundry rooms are only to be used by residents for their personal use. Commercial or Non-Resident use of the laundry rooms is prohibited.

Lint traps on all dryers must be cleaned after each use. Overabundance of lint can lead to fires and therefore is a danger to us all.

Laundry may not be left unattended and must be removed from a machine as soon

as reasonably possible after the wash/dry cycle has been completed. Other Residents may be waiting to use a particular machine and they are within their rights to remove unattended laundry from it. Laundry left unattended for more than 15 minutes after the wash/dry cycle has been completed may be removed from the laundry room and may be disposed of after 7 days.

Persons using the laundry room do so at their own risk. The Association, its agents, and its Board of Managers are not liable for any damage to garments resulting from or alleged to have resulted from the use of equipment in the laundry room.

Please be aware that the laundry rooms are under video surveillance and that theft and other illegal activities may be prosecuted to the fullest extent of the law.

54.1 HOURS

Laundry rooms are open and may be used between 7:00 a.m. and 10:00 p.m.
Laundry rooms are closed and may not be used between 10:00 p.m. and 7:00 a.m.

54.2 EQUIPMENT MALFUNCTIONS

If a machine is found to be out of order, please hang an "Out of Order" tag (provided in the Laundry Room) on the defective unit and report the malfunction to the Management Office immediately.

54.3 SOAPS AND DETERGENTS

Residents must ensure that detergent and bleach container caps are firmly replaced after usage to avoid damage to hallway carpeting. Residents must avoid excessive use of soap and detergents that might cause overflow or damage in the laundry room.

55 CONSTRUCTION REQUIREMENTS

55.1 HOURS / TIMES

Unit Owners must provide the Management Office with at least 48 hours' notice before construction work is started in a Unit. Hours for construction, remodeling, or other noise-producing work performed by a Unit Owner or Resident, excluding emergency repairs, is restricted to Monday through Saturday between the hours of 8:00 a.m. and 6:00 p.m. for a reasonable duration and in a manner that will not unreasonably disturb other Residents. No noise-producing work shall be permitted on Sundays or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. All such activity must be conducted in compliance with all related portions of the Rules & Regulations and applicable municipal buildings codes.

55.2 DAMAGES

Unit Owners who make improvements, alterations, or additions to their Unit shall be responsible for any damage caused to other Units and the Common Elements (including Limited Common Elements) as a result of such improvements, alterations, or additions. The Association shall charge the expenses it incurs to the Unit Owner.

55.3 REMODELING

Before remodeling or major repairs begin, the Unit Owner must obtain a permit for the planned work from the Management Office. A Lake Run Permit must be posted on the Unit door (by attachment to the door knocker) until project completion. Use of flammable materials or tools such as nail guns must be noted on the application.

The Association's Maintenance Staff will discuss refuse disposal, use of elevators, and other related topics with the Unit Owner during the permit application process.

Prior to commencing work, all contractors who will perform any portion of the work must present a Certificate of Insurance naming the Association as an additional insured to demonstrate proof of liability, worker's compensation, and other required insurance coverage.

If necessary, water will be turned off only by the Association's Maintenance Staff and only during the hours of 9:30 a.m. to 3:00 p.m., Monday through Friday.

No changes may be made to the heating elements without the Association's Maintenance Staff being involved.

Non-adherence to the Rules & Regulations by the Unit Owner or any contractor or worker involved in the project shall subject the Unit Owner to enforcement proceedings and sanctions including, but not limited to, the imposition of fines.

55.4 STORAGE OF MATERIALS

All construction materials must be stored within the Unit. Storage of material outside the Unit may result in confiscation or removal of such material by the Association at the Unit Owner's expense, and shall subject the Unit Owner to enforcement proceedings and sanctions including, but not limited to, the imposition of fines. Flammable materials may not be stored within the Unit, but must be used and removed the same day. No explosives of any kind shall be allowed on the Property.

55.5 ACOUSTICAL DETAILS

All areas between Units, corridor walls, and piping or ductwork chase walls must be maintained with, at minimum, the acoustical insulation or barriers as noted in

the original construction documents. Acoustical sound barriers that exceed the specifications of the original construction documents are allowed.

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

55.6 FINISHED FLOORING REQUIREMENTS

In order to minimize the transmission of sound between adjacent Units, all hard-surface flooring such as stone, wood, ceramic tile, or vinyl must be installed such that the finished floor system satisfies the Association's minimum performance specifications (see below). All floors must conform to the specifications listed below unless written permission is obtained from the Board.

55.7 CARPET INSTALLATION

Carpeting must be placed over at least 31-ounce, 3/8" foam rubber, or 80-ounce sponge rubber, or equivalent sound-resistant padding.

55.8 FLOOR TILE INSTALLATION

Floor tile (natural stone, ceramic tile, and similar materials), except in kitchen and bathrooms, must be installed over sound-conditioned felt, foam, cork, or equivalent surfaces to reduce sound transmission to other Units.

55.9 HARDWOOD FLOOR INSTALLATION

Wood, parquet, or similar materials must be installed over a sound-proofing material that provides a FIIC (Field Impact Insulation Class) minimum rating of 54.

55.10 MECHANICAL EQUIPMENT- ACOUSTICAL VIBRATION ISOLATION

Whirlpool tubs and other pump or motor-equipped fixtures must be installed with neoprene vibration-isolation pads to prevent direct contact between the tub assembly and the concrete floor structure. The neoprene rubber pad must be Mason Industries Type Super W, or approved equivalent. Additionally, installation must include acoustical isolation blankets to limit air-borne transmission of motor noise into other Units.

55.11 MUNICIPAL PERMITS

The Unit Owner must provide copies of appropriate permits, certificates of insurance, waivers of liens, and sworn statements from contractors and any and all sub-contractors

as may be required to protect the Property from all mechanic's and maintenance liens that may arise out of the Unit Owner's planned renovation. Before work begins, the Unit Owner must also provide the Management Office with certificates of insurance from each contractor which indemnifies the Association and its managing agent by naming both parties as additional insured. Lien waivers must be provided within ten (10) days of completion of renovation.

56 RULES REGARDING VEHICLES AND PARKING LOT

The Association and the Management do not assume responsibility for any vehicle (or contents left inside the vehicle) that is parked in the parking lot. Furthermore, the Association and the Management do not assume responsibility for any damage, losses, or vandalism to any vehicles that are parked, abandoned, or towed.

All permitted vehicles parked on Lake Run property must be registered with the Management Office and display a current valid parking decal/sticker in the lower passenger side window (and for motorcycles, in any visible location).

Unit Owners and Residents are responsible for registering their vehicles with the Management Office.

56.1 RESTRICTIONS

Vehicles that exceed the road capacity are not allowed on the Property and are subject to immediate towing and liability for damages.

Renting or loaning of parking spaces to non-Occupants is not permitted.

All vehicles are restricted to paved surfaces and must be parked in one parking space and fit in the parking space comfortably.

No vehicles, including motorcycles, are allowed on sidewalks, fire lanes, driveways, or "no parking" zones, and may not obstruct entrances or exits of the buildings.

Vehicles must not be parked so as to obstruct the passage of other vehicles across the Property. Vehicles blocking access to garbage removal, obstructing movement of other vehicles, or violating a handicap parking space are subject to immediate tow.

All vehicles without a current valid decal/sticker or a temporary parking permit will be towed. It is the vehicle owner's responsibility to contact the Management Office regarding any unusual circumstances. The Management Office will make the final determination as to when the vehicle will be towed. Vehicles will be towed at the vehicle owner's expense.

At no time will inoperable or abandoned vehicles be allowed in the parking lot. A vehicle in a state of disrepair rendering it incapable of being driven (legally or otherwise) in its present condition may be towed. Any vehicle with missing or damaged trunk lid, windows, engine hood, door, fender, wheel, or another major vehicle part for more than 3 days (72 hours) is also subject to towing unless special permission is granted by Management.

All vehicles with leaking oil are subject to immediate tow.

The parking lot is not a work area. No car washing, oil changes, or repair work of any kind may be performed on vehicles in the parking lot, unless it is of an emergency nature, such as a tire change or battery jump.

Residents that drive commercial vehicles or trucks, as defined by City Ordinance, including taxi cabs, must park in the West parking area, and only where indicated by signs.

Residents requiring the services of a contractor, installer, etc., using a commercial vehicle should instruct the driver to park in the commercial vehicle area, and for only as long as is necessary to perform the required services.

Boats, trailers, recreational motor vehicles, camping vehicles, buses, limousines, or any oversized vehicle that extends by more than twelve (12) inches beyond the ends of the painted lines that define the parking space will be towed off the lot at the vehicle owner's expense.

Drivers may not blow the vehicle horn on the Property except for safety reasons.

Alarm systems must not cause false alarms that create a nuisance for Residents.

Music may not be emitted from vehicles at a volume that causes a disturbance.

Vehicles with excessively loud exhaust systems must accelerate slowly so as not to cause a disturbance.

No parking is allowed under the canopies or circle areas at the north or south lobbies because access must be allowed for emergency vehicles. The Prospect Heights Police Department has indicated that tickets will be issued to offenders. Should you receive a ticket from the Prospect Heights Police, you must take care of it on your own. The Management Office has nothing to do with police ticketing or payment of tickets.

If you temporarily park under the canopy to unload items, turn off your engine to eliminate exhaust fumes, and turn off your radio so as not to disturb Residents.

After any snow fall of two or more inches, no vehicle may be parked, maintained, or stored on the Property except in accordance with the Snow Plan adopted by the Board of Managers.

56.2 PARKING VIOLATIONS PROCEDURE

In addition to the other provisions for enforcement, the Board of Managers and Management Office shall have authority to tow vehicles that are parked in violation of these Rules and under the following circumstances:

- a. When a vehicle has been abandoned and a notice is affixed to the vehicle, the vehicle may be towed without further notice to the vehicle Owner;
- b. When a vehicle is parked in a fire lane or is parked in a manner which presents an immediate danger to the health, safety, and welfare of any other Resident of the Property or other person, the vehicle may be towed immediately without notice to the vehicle owner;
- c. During or after any snowfall of two inches or more when a vehicle is parked on the Property in such a manner as to interfere with the plowing or removal of snow, it may be towed without notice to the vehicle owner.

Anytime a vehicle is towed, all costs and expenses incurred shall be charged to the Unit Owner, whether the vehicle belongs to the Unit Owner, his/her tenant, Guest, or invitee. In addition to providing notice of any violation in accordance with the above provisions, the Board of Managers also may take any or all of the following actions:

- a. Record, to the extent possible, the vehicle identification, including license number, vehicle sticker, date of violation, type of violation, and vehicle owner, if known, on a permanent record of violations; and
- b. Notify the local municipal authorities, requesting that a citation be issued and the vehicle be removed.

The Board of Managers may enter into an agreement with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these vehicle regulations. The Board of Managers, in its discretion, in addition to all remedies set forth herein, may levy a fine in accordance with Section II (Enforcement) of these Rules & Regulations.

This section shall in no way prohibit the Board of Managers from utilizing any and all legal or equitable remedies not expressly set forth herein. All costs, expenses, and legal fees shall be chargeable to the Unit Owner whose Unit Resident, Guest, or invitee is responsible for the violation.

56.3 VEHICLE PARKING DECALS

Based on the limited number of parking spaces, and subject to availability, the Association will issue parking decals as follows:

- a. Studios & 1 Bedroom Units - a maximum of 2 decals;
- b. 2 Bedroom Units - a maximum of 3 decals; and
- c. 3 Bedroom and Penthouse Units - a maximum of 4 decals

The Association reserves the right to amend the above number of allowed parking decals per Unit, based on authority granted to the Board in the governing documents.

Parking decals are assigned to one particular vehicle and are non-transferable. Any vehicle change requires issuance of a new decal, and the prior decal will be cancelled.

56.4 GUEST PARKING / RENTAL VEHICLES

If a Guest uses the parking lot overnight between 12 a.m. and 6 a.m., a valid Guest Pass must be displayed inside the front window on the passenger side of the vehicle.

Passes can be obtained from the Management Office during regular business hours and from Public Safety after business hours.

Employer-owned vehicles, rental vehicles, and other temporary vehicles must be reported to the Management Office and must display a proper parking decal or Temporary Pass for overnight parking. Vehicles without an appropriate decal or pass are subject to immediate towing without notice.

56.5 SPEED LIMIT AND TRAFFIC SIGNS

All vehicles must stop at the stop signs when entering and exiting the property. All drivers must obey the posted speed limits and all other traffic signs on the Property. No person may drive a vehicle on Lake Run's property at a speed greater than fifteen (15) miles per hour. In every event speed must be controlled as necessary to avoid colliding with any person, vehicle, or other conveyance on the property.

56.6 STORAGE

No items may be stored in the parking lot. Movable storage units (such as PODS, etc.) brought to the Property for moving purposes or short-term storage may not be left in the parking for longer than forty-eight (48) hours and must be placed on thick wooden boards so as to not damage the pavement. Management must be notified and approve of the unit at least one (1) week prior to its arrival. The storage unit and all its contents are solely the responsibility of the Unit Owner.

57 BALL PLAYING

No ball-playing (including Frisbees and other such projectiles) is allowed anywhere on the Common Elements, including, but not limited to, the hallways, lobbies, elevators, pool area, landscaped areas, and parking lot.

58 SMOKING

Smoking is prohibited everywhere in the interior Common Areas including, but not limited to, the entryways, lobbies, hallways, locker rooms, saunas, and pool area.

59 FEEDING OF WILDLIFE AND BIRDS

The feeding of wildlife and birds anywhere on the Property is prohibited because it attracts pests and other undesirable animals such as mice and skunks.

60 POND USE

Ice skating, swimming, fishing, and other recreational activities on or in the Lake Run ponds is prohibited.

61 LOITERING AND DAMAGE

Loitering (as defined by municipal ordinance) is prohibited in all Common Areas including, but not limited to, lobbies, hallways, stairwells, basement and ramp areas, tennis and basketball courts, pool areas, and parking lots. Anyone caught destroying any portion of the Property will be prosecuted to the fullest extent of the law.

62 CARBON MONOXIDE AND SMOKE DETECTORS

Carbon monoxide and smoke detectors must be installed in every Unit. This is the Unit Owner's responsibility according to City Ordinance.

63 SEVERABILITY

If any provision is ruled invalid, the remainder of these Rules & Regulations shall remain in full force and effect.

64 ENFORCEMENT OF RULES AND REGULATIONS

The Association's goal is to establish a community in which Residents communicate and treat each other with mutual respect. If problems or disagreements occur between Residents, our hope is that Residents can resolve them by reaching an understanding of their respective views and arriving at an amicable solution. The processes described below, however, are available to Unit Owners when necessary.

65 FORMAL COMPLAINT PROCEDURE

Complaint/Violation Report: Other than as described in the “Alternative Complaint Procedure Described Below,” any complaint alleging a violation of the Declaration, By-Laws, the Illinois Condominium Property Act, or the Association’s Rules and Regulations must be made in writing to the Management Office using a **Violation Report** (See *Exhibit 4 to these Rules and Regulations*). The Violation Report must be filled out completely for a complaint to be considered.

Notice of Violation and Hearing: Upon receiving a properly completed Violation Report, the Management Office will send a **Notice of Alleged Violation and Hearing** (See *Exhibit 5 to these Rules and Regulations*) to the Board and also to the person against whom the allegation is made. If that person is a Resident other than the Unit Owner, e.g., a lessee, the Notice of Alleged Violation shall be sent to that Resident and to the Unit Owner.

The alleged offender will be notified in writing of the scheduled hearing date, and may request an alternate date if extenuating circumstances prevent their attendance. All hearings shall be in closed session and will proceed with or without the presence of the alleged violator(s) so long as notice has been sent in advance.

Hearings: The Board or a duly authorized committee will convene a hearing to review the complaint and the defense, and to collect the facts. If the person against whom the allegation is made is a Resident other than the Unit Owner, both the Resident and Unit Owner have the right to present a defense and evidence at the hearing. After hearing the evidence, the Board or committee will determine if a violation occurred and, if so, whether a fine should be levied or whether some other action should be taken (for example, an alternative to a fine would be a warning with a directive to cure the condition that led to the violation). The Unit Owner is responsible for paying any fine levied against that Owner’s Unit, even if the Owner did not commit the violation personally, e.g., if the violation was committed by a lessee.

Payment of Penalties/Fees Resulting from Violations: If a violation is determined to have been committed, there will be a minimum \$25 fine for each violation, provided the Owner has not been fined for the same violation within the past twelve (12) months. If the Owner has been fined for the same violation within the past twelve months, the fine for the second instance of the violation will be minimum \$50. If the Owner has been fined twice for the same violation within the past twelve months, the fine for each subsequent occurrence of the same violation will be minimum \$75. For violations creating a hazard to the health, safety, and welfare of the Unit Owners and Residents, the Board shall impose fines not to exceed \$300 for each such violation. For violations of a continuing nature, the Board may impose daily/weekly fines that accrue until the violation is corrected. For vandalism and intentional or reckless destruction of Common Elements, the fine shall be minimum \$200 plus repair costs.

For violations of the Procedure for Requesting an Accommodation Animal, the fine shall be a minimum of \$250.

The Board will notify the Unit Owner and, if applicable, the Resident other than the Unit Owner against whom an allegation was made, of its decision via a **Violation Determination Notice** (See *Exhibit 6 to these Rules and Regulations*). Any fines levied against the Unit Owner shall be added to the assessment due and payable on the first of the next month.

Enforcement: In the event of a violation, the Board reserves the right to pursue any and all legal remedies to compel enforcement. Any attorneys' fees and costs incurred will be charged to the account of the Unit Owner.

Notwithstanding any other provision of these Rules & Regulations, the Board may exercise any of the rights detailed in the Declaration, regardless of whether exercise of those rights is consistent with any procedures set forth in these Rules & Regulations. The Board reserves the right to utilize any and all remedies, both legal and equitable, to prevent violations or to compel enforcement. Any election of a particular remedy shall not preclude the Association from seeking any other remedy.

65.1 ALTERNATIVE COMPLAINT PROCEDURE

Owners wishing to make a complaint regarding a **visually verifiable** violation that allegedly exists, but is not within an Owner's Unit, may report the alleged violation to the Association's Management Company without utilizing the Formal Complaint Procedure described above. If the violation is confirmed by the Management Company, the Management Company shall send a letter to the Unit Owner (and, if applicable, to the Resident other than the Unit Owner against whom the allegation was made); the letter shall request that the violation be corrected within seven (7) days of receipt of the letter. If the violation is not corrected within seven (7) days of receipt of the letter, the Management Company shall then send a **warning** letter requesting compliance within seven (7) days of receipt of the warning letter. If the warning letter is not complied with within seven (7) days of its receipt, the Management Company shall file a **Violation Report**, triggering the Formal Complaint Procedure.

Alleged violations that are not visually verifiable, or that allegedly occur within an Owner's Unit, shall be considered only via the Formal Complaint Procedure.

Regardless of whether the Association's Management Company receives a complaint from an Owner, the Manager may on its own initiative utilize the Complaint Procedure described above, if the Manager observes a visually verifiable violation, so long as the violation exists outside of an Owner's Unit. This procedure also applies to lease and insurance violations.

66 EXHIBIT 1 -

SWIMMING POOL RULES

66.1 POOL HOURS

Hours of operation are: 7 days a week, 7:30 am-10:00 pm each day. The pool and pool area may not be used for private functions. No lifeguard is on duty and the use of the swimming pool, sauna, and pool area is at the sole risk of the user.

Management, Pool Attendants, Maintenance Staff, and Public Safety Officers have the authority to close the pool due to inclement weather or at their own discretion. They also have the authority to ask any person not complying with the Swimming Pool Rules to leave the pool area.

No swimming is allowed before or after posted hours.

66.2 ADMITTANCE PROCEDURES

Every person entering the pool area must present to the Attendant a current Lake Run Condominium pool pass. Pool identification cards are not transferable. Any card used by a person other than the one to whom it was issued shall be confiscated for a period of time determined by the Board of Managers. Lost cards will be replaced for a nominal Charge.

An adult Lake Run Resident must accompany children under 17 in the outdoor/indoor pool area and remain with them until they leave the pool.

66.3 RESIDENTS/UNIT OWNERS

All Residents and Unit Owners and their family members will be admitted to the pool area without Charge.

66.4 IDENTIFICATION AND GUEST PASSES

Identification cards for pool entry are issued by the Management Office before the beginning of each season or at any other chosen time. Guest Passes may be issued by the Management office for use by houseguests who stay with Residents. Guests are admitted only if accompanied by a Resident with a pass.

66.5 GUEST RULES

Residents must make prior arrangements for Guest Pool Passes and must convey the Rules and Regulations to their Guests.

Residents must understand that they are responsible for the Guests' behavior and any damages they might cause.

Residents' pool privileges may be revoked if their Guests violate the Rules.

No Guests are allowed to enter the pool area without an adult Resident.

A Maximum of four (4) Guests per Unit is allowed at any time.

66.6 SIGN-IN

Each person, including each Guest, entering the pool area must be signed in on the log during the summer season.

66.7 EXCLUDED PERSONS

Persons with skin abrasions, colds, coughs, inflamed eyes or infections, and persons wearing bandages may not enter the swimming pool.

66.8 ATTIRE

Standard swimsuits must be worn by all users except as provided hereunder. Persons with sun sensitivity problems may also wear tee shirts. Polyester or other synthetic clothing that will discard water easily and does not prohibit easy movement in the pool may be worn and must be specifically for pool use. Street clothing is prohibited.

For both safety and appearance, all persons using the pool facilities are required to use cover-ups both going to and returning from the pool area. Uncovered bathing attire, either wet or dry is not permitted in any of the interior Common Areas such as elevators, stairwells, lobbies, or corridors. Footwear is required outside the pool area. No bare feet are allowed in any of the Common Elements beyond the pool enclosure.

66.9 CHAIRS AND LOUNGES

Persons who leave the pool area may not consider a chair reserved even if possessions are left on it.

66.10 LOTIONS

Greaseless suntan lotion should be used rather than oil-based lotions. Towels must be used to cover lounges and chairs for protection and as a courtesy to other users.

66.11 SHOWERING

All persons must shower before entering the swimming pool.

66.12 TRASH

Papers and refuse must be deposited in the receptacles provided.

66.13 CONDUCT

Running, pushing, wrestling, diving, stunts, or any undue disturbance in or about the swimming pool is forbidden. Abusive or profane language or any breach of the peace is prohibited. Spitting, nose blowing, and urinating in the pool are health hazards and prohibited. Personal conduct within the pool area must be such that the safety of one's self and others is not jeopardized. Diving is not permitted.

66.14 FOOD AND REFRESHMENTS

Other than soft drinks in cans or plastic containers, food or refreshments may not be brought into the immediate area of the swimming pool. Pool water is not suitable for drinking. A person under the influence of alcohol is not permitted in the swimming pool, sauna, or pool area.

66.15 GLASS

Absolutely no glass items (except eye glasses) are permitted in the pool area. Metal or plastic thermos bottles for beverages are permitted, but must be kept well away from the pool. All drink containers must be unbreakable and must be properly disposed of by the user.

66.16 NOISE

Radios or other sound devices may not be used without earphones.

66.17 PETS

No pets are allowed in the pool area.

66.18 OTHER RESTRICTIONS

No smoking in any area near the pool.

Children not potty-trained must wear plastic rubber pants over diapers. Special swim diapers are best.

No ball playing is allowed in the inside/outside pool area.

No large plastic rafts, etc., are allowed in the pool area.

A float ring may be allowed at the discretion of the staff member on duty.

Absolutely no pool parties allowed!

Play equipment and wheeled vehicles other than wheelchairs or baby strollers are not permitted in the pool area. Admission to the swimming pool, sauna, and pool area is prohibited to all persons having any contagious disease or infectious conditions such as colds, fever, ringworm, foot infections, skin lesions, carbuncles, boils, diarrhea, vomiting, inflamed eyes, ear discharges, or any other condition that has the appearance of being infectious. Persons with excessive sunburn, abrasions that have not healed, corn plasters, bunion pads, adhesive tape, bandages of any kind, or infectious conditions of any kind must refrain from entering the swimming pool, sauna, and pool area.

Lake Run Condominium Association and its Management are not responsible for any injury occurring in the pool area, whether or not the injured person has been authorized to use the facilities.

The Board of Managers may levy fines and may bar the use of the pool to any Unit Owner, Resident, or other person who has violated any of the Pool Rules.

67 EXHIBIT 2 TENNIS COURT RULES

Residents must purchase a key from the Management Office in order to use the tennis courts. Anyone playing tennis must have their Pool Pass available for identification purposes.

67.1 ADMITTANCE

The Pool Pass is also used as a permit for admittance to the tennis courts. All Residents and their accompanied Guests are entitled to use the courts. At least one player on the court must carry a Pool Pass, which must be shown at the request of any other Resident. If a Pool Pass is not produced, the court must be surrendered immediately to a Resident with an updated pass. Pool Passes are not transferable and may be confiscated for the remainder of the calendar year if used by any person other than the one to whom it was issued. Residents may be accompanied by no more than four (4) guests per household.

67.2 COURTESY

All tennis players must be cooperative and considerate to others, including those living in the area of the tennis courts, and are expected to conduct themselves in the best tradition of good sportsmanship.

67.3 TENNIS LESSONS

Tennis instructors may use the courts to give lessons only to pass-holding Residents.

67.4 GENERAL RULES

Tennis courts are for the exclusive use of the Unit Owners, tenants, and their Guests. Guests must be accompanied by a Resident at all times.

Tennis court availability is on a first-come, first-served basis.

Playing time is limited to 1.5 hours for both single and double matches (including warm up and playing time) if others are waiting to use the tennis courts.

No cleats or heeled shoes are permitted on the tennis courts. Only non-marking tennis or gym shoes are allowed. Tops, shorts, or slacks are required for all players.

Only tennis is allowed to be played on the tennis courts.

Air-soft and paintball guns, scooters, bikes, roller blades, hockey sticks, bats, motorized vehicles, and any types of balls other than tennis balls are not allowed on the tennis courts.

No food of any kind is allowed on the tennis courts.

Only closeable beverage containers are allowed on the tennis courts. Alcoholic beverages are not permitted on the tennis courts.

Metal rackets must have protective guards to minimize court surface damage.

No pets are allowed on the tennis courts.

Players are required to clean up their trash upon leaving the courts.

All persons using the tennis courts do so at their own risk. The Association assumes no responsibility for any accident or injury in connection with use, or any loss or damage to personal property. Persons using the tennis courts agree to not hold the Association liable for any actions of whatever nature within the tennis court area. Residents are responsible for the actions of their Guests and children.

Climbing the tennis court fence is prohibited.

The tennis court may be closed for maintenance purposes, weather, or other reasons deemed necessary by the Management Office or the Board for the protection of Residents and their guests.

Tennis courts are to be considered closed between dusk and 8:00 a.m.

**68 EXHIBIT 3
SOCIAL ROOM CONTRACT**

LAKE RUN CONDOMINIUM ASSOCIATION

This Social Room Rental Contract shall form the agreement between the Lake Run Condominium Association and the Unit Owner/Tenant named below. By means of this contract, Association grants to Unit Owner/Tenant a license to use the Social Room for an event under the stated terms and conditions. Owner/Tenant (and Host or Hostess if applicable) shall be referred to as “Licensee” for the Event.

UNIT OWNER/TENANT: _____

UNIT NUMBER: _____

HOST OR HOSTESS (IF NOT OWNER): _____

DATE AND TIME OF EVENT: _____, 20____ @ _____ a.m./p.m.

PURPOSE OF EVENT: _____

PHONE NUMBER OF HOST: _____

1. Reservation Procedures

- a. The Rental Fee is \$100.00. The maximum time allowed for set-up and conducting the event in the Social Room shall be six hours unless otherwise authorized by the Association. The Social Room Keys will be released to Licensee no sooner than the day of the event unless other arrangements are made with the Association.
- b. The Security Deposit is \$200. This amount is not a limitation on the total damages for which the Licensee may be responsible. Any eligible refund will be issued to the Licensee within 14 days following the event.
- c. Licensee must submit, the \$100.00 Rental Fee at least 14 days before the event to reserve the Social Room. The reservation will be cancelled, and the \$100.00 rental fee will be forfeited, if a fully completed and signed contract along with the \$200.00 security deposit is not submitted at least 7 days before the event.
- d. Licensee may cancel the reservation by written notice to Association. The full Reservation Rental Fee and Security Deposit will be refunded if the cancellation occurs more than fourteen (14) days before the event. If the cancellation occurs less than fourteen (14) day before the event, the Security Deposit will be returned to Licensee but the Rental Fee will be forfeited.

2. Event Regulations

- a. No hard liquor shall be served or consumed during the event. Only beer, wine coolers, and wine are allowed. No alcoholic beverages shall be served to or consumed by minors. The guests cannot be charged for alcoholic beverages.
- b. The number of persons attending the event cannot be more than 75.
- c. No lewd or vulgar activities shall be conducted during the event.
- d. No tape, nails, tacks, screws, or pins shall be used on the ceiling, walls, light fixtures, or windows when decorating for the event. Any decorating plans must be discussed with and approved by management personnel prior to the event. All decorations must be removed from the Social Room immediately following the event.
- e. No Association signs shall be covered by or used as anchors for event announcement or directional signs. All event announcements and directional signs must be removed from the premises immediately following the event.
- f. There shall be no access provided from the Social Room to the balcony adjacent to the Social Room before, during, or after the event.
- g. Guests shall not be allowed to swim in or lounge around the pool.
- h. The Licensee shall inform all guests that:
 - i. They cannot park in the East Parking lot where signs are posted for “Resident Parking Only” and that towing will be enforced.
 - ii. They cannot loiter anywhere on the premises; and
 - iii. Disorderly conduct on the premises, including the parking lot, will not be tolerated by Association.
- i. Smoking shall not be allowed in the Social Room or anywhere else on the Common Areas, including but not limited to halls, washrooms or pool areas.
 - i. Guests may smoke outside at least 15 feet from any entrance door.
- j. All sounds coming from the event shall be kept at a reasonable level.
 - i. No DJs or sound systems with large bass speakers and high-level amplifiers are allowed.
 - ii. Association’s Public Safety Officer will monitor the sound levels with a decibel meter. One warning will be given for excessive sound levels. If excess sound levels continue or reoccur after the warning, the event will be shut down by the Public Safety Officer (or Police if Necessary). If this happens, both the Rental fee and Security Deposit will be forfeited.
 - iii. Ordinances of the City of Prospect Heights shall apply.
 - iv. Music audible at a distance of thirty feet from the Social Room will be evidence of a violation of this section.
 - v. Sound levels shall be kept to a very low volume from 10:00pm until 12:00 midnight on Fridays and Saturdays.

- k. The event shall end and the Social Room shall be vacated no later than 10:00pm Sunday through Thursday evenings and by 12:00 midnight for an event that began on a Friday or Saturday.
- l. The Social Room shall be locked when the event has concluded.

3. Responsibilities of the Licensee

- a. The event shall be under the care and control of the Licensee who shall be liable for conducting the event. The Unit Owner shall remain and be responsible for the event no matter the arrangement between Unit Owner and Host or Hostess (if applicable). Association's management personnel shall provide Licensee a copy of this Contract when the full \$300.00 in fees has been paid. Licensee shall be responsible for any damage to the Social Room or other Association premises or personal property therein (including but not limited to breakage, burns, and other destruction) caused intentionally, accidentally or negligently by the Licensee or those others attending the event.
- b. Licensee shall be responsible for all injuries suffered on-site or off-site by any persons attending the event.

I, _____, by signing below, agree to follow all the rules and regulations provided to me by the Association Management. I fully understand that I am liable for any misconduct and violation to the rules.

X

**69 EXHIBIT 4
VIOLATION REPORT**

LAKE RUN CONDOMINIUM ASSOCIATION

Note: This Violation Report must be completely filled out or the complaint will not be considered. After the report has been filed with the Association's Management Company, it will be necessary for you to appear before the Association's Board of Managers at a hearing that will be scheduled. The alleged violator(s) will be asked to attend this hearing (if an alleged violator is a Resident other than the Unit Owner, the Unit Owner will also be asked to attend). After hearing the evidence, the Board will determine if a violation occurred and if a fine should be levied, or other action taken (e.g., a warning issued). (Please print or type.)

OFFENDER'S NAME: _____

UNIT #: _____

VIOLATION LOCATION: _____

DATE OF VIOLATION: _____ **APPROXIMATE TIME** _____

VIOLATION(S): _____

REPORT SUBMITTED BY: _____

ADDRESS: _____

PHONE NUMBER: _____

SIGNATURE: _____

DATE: _____, 20 _____

**70 EXHIBIT 5
NOTICE OF ALLEGED VIOLATION AND HEARING**

LAKE RUN CONDOMINIUM ASSOCIATION

DATE OF NOTICE: _____, 20____

UNIT OWNERS/OCCUPANTS

AND UNIT ADDRESS: _____

Pursuant to Section 18.4(l) of the Illinois Condominium Property Act ("Act"), you are hereby notified that on _____, 20____ at _____ a.m./p.m. at _____, Prospect Heights, Illinois the Board of Managers of Lake Run Condominium Association shall convene for the purpose of conducting a hearing regarding your alleged violation of the Act, the Declaration, the By-Laws and/or the Rules and Regulations.

It specifically has been alleged that you have engaged in the following conduct:

If verified, the alleged conduct would be in violation of _____

You are strongly encouraged to attend the above-mentioned hearing. The hearing will provide you with the opportunity to address the allegations that have been made against you and to explain any relevant circumstances which may exist. If you will be having an attorney appear with you at the hearing, you must notify the Board about that not less than five (5) business days in advance of the hearing to allow the Board the opportunity to determine whether or not to arrange for the Association's attorney to attend to assist the Board. The hearing will proceed with or without your presence.

Should the Board conclude that there has been a violation, the Association may take further action against you as authorized by the Act and/or other applicable law, the Declaration, the By-Laws and/or the Rules and Regulations, including, but not limited to, the imposition of a fine and/or the initiation of proceedings seeking eviction and/or injunctive relief. Furthermore, if the Board finds that there has been a violation, any and all expenses incurred by the Association in connection with the violation, including, but not limited to, the cost of correcting the violation, court costs and attorneys' fees, may be assessed against the Unit Owner's account.

BOARD OF MANAGERS

**71 EXHIBIT 6
VIOLATION DETERMINATION NOTICE**

LAKE RUN CONDOMINIUM ASSOCIATION

DATE _____, 20____

TO: _____

On the _____ day of _____, 20____, the Board of Managers conducted a hearing concerning your alleged violation of the Declaration, By-Laws and/or Rules and Regulations of the Association regarding:

The Board has taken the following action:

- The Board has determined that no violation occurred.
- The Board has determined that a violation has occurred. Since the violation has been corrected, this warning notice is being issued instead of a fine.
- The Board has determined that a violation has occurred. A fine in the sum of \$_____ has been assessed against your Unit account.
- The Board has determined that a violation creating a hazard to the health, safety and welfare of the Unit Owners and Residents of the property has occurred and a fine in the amount of \$_____ has been assessed against your Unit account.
- The Board has determined that a violation of a continuing nature has occurred and is occurring. Accordingly, effective _____, a daily fine in the amount of \$_____ will be assessed against your Unit account until the violation has been corrected.
- As a result of the violation, costs and/or legal fees in the amount of \$_____ have been incurred by the Association and these expenses are being charged against your Unit account.
- Legal proceedings may be instituted if further violations occur.
- Other: _____

Signature (to be signed by Board officer presiding at the hearing):

BOARD OF MANAGERS

**72 EXHIBIT 7
ACCOMMODATION ANIMAL PROCEDURES**

**LAKE RUN CONDOMINIUM ASSOCIATION
Procedure for Requesting an Accommodation Animal**

For the purpose of this policy, the term “accommodation animal” refers to service animals, emotional support animals, assistive animals and necessary assistance animals as defined by the Americans with Disabilities Act, the Fair Housing Act and other applicable laws.

Any resident seeking an accommodation animal to live in the unit must prepare a written **Request for Exception to the Pet Policy**, which would include:

- A legible cover letter with an explanation of the disability-related need for the animal, the types of tasks, if any, that the animal is trained to perform, as well as a photograph and a description of the animal including the animal’s name and type.
- A signed letter on professional letterhead (original only – photocopy not acceptable) from a treating medical professional. Lake Run reserves the right to contact the medical professional to verify the authenticity of the document. An updated letter must be resubmitted annually to maintain the **Exception to the Pet Policy**.
- A signed copy of “Guidelines for Maintaining an Accommodation Animal at Lake Run”.

With the exception of a trained service dog, the animal shall not be in the residence until the Request for Exception is approved by the Lake Run Board of Managers. The approval of a Request for Exception is person and animal-specific and is not transferable to another person or a different animal.

If the animal is a **service dog** trained to perform specific service work or tasks, the Request for Exception must answer these two questions:

- Is the service animal required because of a disability (i.e., a physical or mental impairment that substantially limits one or more major life activities)?
- What work or tasks has the animal been trained to perform? If the resident’s disability is **not readily apparent**, medical documentation must be provided to verify the disability.

If the animal is not trained to perform service tasks but is an emotional support animal or an assistive animal, the resident may seek an accommodation animal. In this case, the Request for Exception must answer these two questions:

- Does the resident have a disability (i.e., a physical or mental impairment that substantially limits one or more major life activities)?
- Does the resident have a disability-related need for an emotional support animal or an assistive animal?

If the disability and/or disability-related need for the animal is **not readily apparent**, the Request for Exception must include a letter from a treating physician or licensed mental health professional (specialist) documenting the disability and/or disability-related need for the accommodation animal. The letter must include the following information:

- Verification of the disability the animal is supporting.
- How the animal serves as an accommodation for the verified disability.
- How the need for the animal relates to the ability of the resident to use and enjoy the living arrangement provided by Lake Run.

Requests for an assistive animal as a disability-related accommodation may be denied if granting the request would constitute an undue financial or administrative burden on Lake Run or would fundamentally alter the nature of the Lake Run Condominiums. Additionally, a request for an accommodation animal may be denied if the specific accommodation animal in question:

- would pose a **direct threat** to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation; or
- would cause **substantial physical damage** to the property of others that cannot be reduced or eliminated by another reasonable accommodation. Breed, size and weight limitations are not applicable to accommodation animals.

The Lake Run Board of Managers will review the Request for Exception for completeness, work with the resident to obtain any necessary additional materials and inform the resident in a timely manner of its decision to approve or decline to approve the Request for Exception.

If the Request for Exception is approved, the Lake Run Management Office staff will review with the resident the **Guidelines for Maintaining an Accommodation Animal at Lake Run** (included in this packet) which the resident must sign. Supplemental information including up-to-date veterinary records certifying that the animal has received all recommended or required vaccinations to maintain the animal's health and prevent contagious diseases, a copy of the appropriate Prospect Heights animal permit and the **Accommodation Animal Registration Form** (included in this packet) must be submitted at this time.

If the Request for Exception is declined, the resident must abide by the decision of the Board of Managers or appeal the Board's decision in writing to the address shown below within five business days after receiving notification of the Board's decision. Appeals must state a specific reason for reconsideration and may be based solely on:

- new information to support the animal as an accommodation that was not available at the time of the initial submission and review; or
- a procedural error that occurred which unfairly affected the decision as to the Request for Exception.

All documentation must be submitted to:

Lake Run Condominium Association
Attn: Management Office
16 East Old Willow Road
Prospect Heights, IL 60070
Fax: (847) 537-3036
Email: lakeruncondominiums@gmail.com

LAKE RUN CONDOMINIUM ASSOCIATION

Guidelines for Maintaining an Accommodation Animal

The following guidelines apply to all approved disability-related accommodation animals and the Lake Run residents for whom the Request for Exception to the Pet Policy was approved unless the nature of the resident's disability precludes adherence to these guidelines and permission has been granted for a variance from the guidelines.

Animal Behavior

- An **Exception to the Pet Policy** is granted for accommodation animals provided that the behavior, noise, odor and waste of the animal do not exceed reasonable standards and that these factors do not create unreasonable disruptions for other residents, guests or staff.
- Dangerous, poisonous and/or illegal animals are not permitted.
- The approved accommodation animal must be contained within the resident's unit at all times except when being transported off Lake Run property in an animal carrier or controlled by leash or harness. If a leash interferes with a accommodation animal's ability to perform essential tasks, a request for an exception to the leash policy can be requested in advance.

Animal Health and Well-Being

- Accommodation animals must have all veterinary-recommended and municipality-required vaccinations to maintain the animal's health and prevent contagious diseases. Documentation of up-to-date vaccinations is due at the time the Request for Exception is approved. Lake Run reserves the right to make reasonable requests for updated vaccination verification during the animal's residency.
- Accommodation animals must have a Prospect Heights Pet Permit. Documentation of such permit is due at the time the Request for Exception is approved.
- If taken outside the unit, all accommodation animals must wear identification tags with the home address and, if applicable, vaccination information.

Animal Cleanliness

Residents are responsible for properly containing and disposing of all animal waste including, but no limited to:

- Indoor animal waste, such as cat litter, must be placed in a sturdy plastic bag and tied securely before being disposed of in trash chutes. Litter boxes must be placed on mats so that feces and urine are not tracked onto carpeted surfaces.
- Outdoor animal waste, such as dog feces, must be retrieved immediately by the resident and placed in a plastic bag, securely tied and disposed of in an outside trash receptacle.
- With respect to common areas, Lake Run reserves the right to designate specific sites for animal elimination of waste and to prohibit (even if there is immediate clean-up

thereafter) animal waste in any other common area. Patios and balconies are specifically prohibited for this purpose.

Resident Responsibilities

- The resident must register the accommodation animal with Lake Run by completing and signing the Animal Registration Form and meeting with the Lake Run Management Office staff to provide all required documentation.
- The resident for whom the accommodation animal has been approved is the only person permitted to accompany the animal on the property. The rights of that resident are not conferred upon family members, friends, visitors or other residents of the unit.
- The resident is responsible for assuring that the accommodation animal does not interfere with the routine activities of other residents, guests or staff or cause them unreasonable difficulties. Condominium living requires respect for the needs of people with allergies and those who may fear animals.
- The resident shall be responsible for all financial consequences caused by the action of the accommodation animal, including bodily injury or property damage which may necessitate replacement or repair, e.g., furniture, carpet, drapes, and wall covering. If any accommodation animal were to cause physical damage to the property of others that cannot be reduced or eliminated by reasonable accommodation, the animal may be excluded from living in the residence.
- The unit occupied by the resident for whom an accommodation animal has been approved may be inspected for fleas, ticks and other pests twice annually or as needed. Lake Run's contract exterminator will conduct the inspection. If fleas, ticks or other pests are detected, the unit will be fumigated professionally by the contract exterminator at the resident's expense.
- Lake Run has the right to bill the account of the Unit Owner for unmet obligations arising in conjunction with an accommodation animal approved for a resident of that Unit Owner's unit. The Unit Owner shall be the ultimate responsible party for the action or inaction of the resident and the accommodation animal.
- The resident must notify Lake Run in writing when the accommodation animal no longer is needed as an accommodation or is in residence.
- Even if the resident previously obtained permission for an accommodation animal, a new Request for Exception must be filed for a different accommodation animal to substitute for the previously-approved accommodation animal.
- The resident agrees to abide by all other Lake Run Rules and Regulations. An exception to a policy that prohibits certain animals does not constitute an exception to any other policy.
- The resident must inform the Unit Owner of the unit occupied by the resident that the Request for Exception was approved. Lake Run will verify that disclosure with the Unit Owner.

By my signature below, I verify that I have read, understand and will abide by these Guidelines. Further, I agree to provide the additional information required to complete my Request for Exception to the Pet Policy.

Resident Signature

Date

Lake Run Site Manager

Date

LAKE RUN CONDOMINIUM ASSOCIATION
Accommodation Animal Registration Form

Resident's Name: _____

Unit #: _____ Phone #: _____

Animal's Name: _____

Physical Description of Accommodation Animal: _____

Alternate Caregiver for Accommodation Animal if Resident not Available:

Name: _____

Address: _____

Telephone: _____

The following must be attached:

- An up-to-date photograph of the accommodation animal
- Copy of Prospect Heights Pet Permit
- Veterinarian's verification that the accommodation animal has received all veterinary-recommended or municipality-required vaccinations to maintain the animal's health and prevent contagious diseases