

Wells Street Tower Rules and Regulations

As of May 1, 2002

Introduction

The Wells Street Tower Condominiums is a form of real estate Ownership in which people own their individual property, called "Units", and also share Ownership in common or other property, which is related to their units, otherwise known as "Common Elements".

All Unit Owners belong to The Wells Street Tower Condominium Association. The affairs of the Condominium Association are administered by its Board of Directors and are assisted by an appointed professional property management firm (the Managing Agent).

In order to maintain an outstanding condominium environment and to provide a constant, friendly home-like atmosphere for ALL Owners and Residents, rules and regulations are required to keep things running smoothly and to insure pleasant, comfortable and enjoyable living in our homes. The information and Rules and Regulations contained in this booklet are for the purposes of achieving and maintaining this goal, as well as to comply with the Illinois Condominium Property Act and the Wells Street Tower Condominium Association Declaration.

Unless the context requires otherwise, the use of the term "Resident" refers to any Resident or Owner of the Unit.

Rules Regarding Violation of Condominium Instruments

All covenants, restrictions, and rules contained in the Condominium Declaration (see Property Report) are incorporated as part of these Rules and any violation thereof constitutes a violation of these Rules and is subject to the enforcement policies and procedures set forth in these Rules. To the extent that the provisions of applicable law, the Condominium Declaration and/or the Rules are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration of Condominium Ownership and By-Law and then the Rules and Regulations.

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Assessments/Service Charges
(Revised 10/20/2004)

Information

In order to meet monthly operating expenses, assessment fees and miscellaneous charges are due on or before the first (1st) day of each and every month. The Managing Agent will provide each Unit Owner with a monthly invoice. Failure to receive an invoice does not, however, abrogate Owner's obligation to pay all charges on a timely basis.

A late fee of **\$100.00 will be assessed for payments received after the tenth (10th) day of the month.** Any returned checks will be assessed fees at a rate of \$30.00 for the first occurrence and \$40.00 for each occurrence thereafter. **All payments must be mailed to the address listed on the monthly invoice, and the Managing Agent cannot accept payments on-site.**

Building Management And Maintenance Staff

Information

The building Managing Agent is located on the 8th floor of the building and will be open from 8:00 a.m. to 4:00 p.m. Monday, Wednesday Friday and 10:00 a.m. to 6:00 p.m. Tuesday and Thursday. (312) 913-9000 is the telephone number that can be utilized 24 hours a day. If the office is closed, or the staff is out on the property, the calls will be forwarded to the Doorman Station for further assistance.

The Building Engineer and the maintenance staff are employed to operate and maintain the mechanical systems and common elements of the building. Unless an emergency exists, no work will be performed within individual units by building maintenance staff without a Service Request Order. Only the work itemized on the order will be performed. Service Request Orders must be placed through the Managing Agent. Unit Owners and Residents are prohibited from directly requesting service from employees of the Association.

The regular maintenance hours are from 8:00 a.m. to 4:00 p.m. seven days a week. While there is the Chief Engineer is in the building 24 hours each day, any time other than the regular hours are for emergency situations only. The balance of time allocated as non-regular hours is to provide Wells Street Tower with routine and preventative maintenance.

Unit Owners will be charged for all in-unit maintenance including labor and parts. Only Unit Owners or Residents with Unit Owner's written authorization may request chargeable maintenance work. Service Request Orders will be charged to the Owner's monthly assessment invoice at a rate of \$40.00 per hour, per maintenance employee, with a one-half hour minimum billed in one-half hour increments. Any necessary parts and materials will also be charged.

Routine Maintenance

Unit Owners will be notified in advance whenever routine maintenance must be done within the building, which could effect their unit. If the building staff is not allowed access to the unit, any charges incurred for repairs, which could not be made as a result of the inaccessibility of the unit, will be the responsibility of, and will be charged to the Resident and not to the Condominium Association.

Owners will be notified at least 48 hours prior to commencement of work whenever possible, unless an emergency situation exists.

Private Jobs

The Building Engineer and the maintenance staff are strictly prohibited from performing private jobs for Residents during their regular working hours. However, employees may perform work in units when off duty. The Unit Owner and the employee shall negotiate scheduling and charges for such work when the employee is OFF DUTY. Any loss or liability resulting from work performed by an employee while off duty shall be the sole responsibility of the off-duty employee and the Unit Owner for whom such work was performed.

Carts

Rules

Luggage carts are available for loading and unloading purposes as a convenience for Residents. The carts are located at the Doorman Station in the lobby. Carts must be signed out by writing name, unit number and time on the board located at the Doorman's station where the carts are stored. All carts must be returned to the front desk within 30 minutes. Under no circumstances shall a cart be removed from the building property. These carts are permitted only on the service elevator, or the garage elevators, unless they are being returned from the unit to the Doorman's station.

Club Room

Information

The Club is located on the eighth floor and is available for a \$75.00 charge and a \$200.00 deposit to Residents, 21 years or older, by reservation only. Dates can be reserved through the Managing Agent. The use of the facilities is to be at the sole discretion of the Wells Street Tower Condominium Association.

Rules

The reservation of The Club does not include the use of the Fitness Center. Owners are responsible for informing their guest(s) of the above restrictions.

Residents are responsible for leaving the Club Room in the same clean condition in which it was received. Trash must always be disposed of by the Resident immediately after use of the Club Room. The Managing Agent can arrange other services for the Resident, such as cleaning, set up/take down, for additional charges. A schedule of additional charges can be obtained at the time of scheduling with the Managing Agent.

The Club Room is to be used in a careful, lawful and safe manner causing no damage to the facilities and no inconvenience or discomfort to any Resident. The Resident is responsible for any damage to the Club Room facility or equipment.

Adults must accompany minors at all times.

If a Resident is expecting guests to attend a function in the Club Room the Doorman must have an alphabetical guest list 24 hours in advance of the function. Only those persons whose names are on the list will be admitted to the Club Room.

If you plan to serve alcoholic beverages you must present the office with a copy of the declaration page of your homeowner's insurance policy that includes host liquor liability insurance.

Only soft background music should be played in the Club Room. Disc jockeys are not allowed. Should the level of music be excessive and complaints lodged with the Doorman or Management, you may be asked to turn off all music.

The key to the Club Room must be returned to the Managing Agent by 10:00 am the following day.

Your cooperation in treating the Club Room facilities as if they belong to you will assist the Managing Agent in keeping the facilities inviting and pleasant for all to enjoy.

Common Element Guidelines

Information

The term "Common Elements" is clearly defined in the Declaration of Condominium Ownership, and includes all areas other than the units.

Any area, which is not accessible with your common area electronic key, is considered restricted to all Unit Owners and Residents.

Rules

No one will be permitted to play in the halls, stairways, lobby, entrances, elevators or garage, or anywhere in or around the building where they may endanger themselves or unnecessarily disturb Residents.

Smoking is ONLY ALLOWED in a condominium unit.

Smoking is NOT ALLOWED anywhere in the indoor or outdoor Common Elements.

To comply with local fire regulations and for the safety of all Residents, and keeping with a uniform image, personal effects will not be permitted in or on Common Elements at anytime except for designated storage areas.

Signs are prohibited on unit doors, or interior common area walls or on the exterior of the building without specific authorization by the Board of Directors.

Nothing shall be done to any unit or in, on or to the Common Elements which may impair the structural integrity of the building or which could structurally change the building without the written consent of the Board.

Corridors and Stairways

Rules

Corridors and stair landings must be kept clear. Any items left in these areas create a fire hazard. Boots, umbrellas, strollers, doormats and other such items must be kept inside the unit. Unit entrance doors are to be kept closed when not in use.

Newspapers left in front of entrance doors for more than two (2) days will be removed and disposed of by the building maintenance staff.

Roller-blading, roller-skating, tricycles, skateboards and ball playing are prohibited inside the building at all times.

Damages

Information

Residents are responsible for any damage to the Common Elements (including Limited Common Elements), or to a unit or units owned by others caused by themselves, other occupants of their Unit, the occupant's guest(s) or the pets of the occupant.

The Condominium Association shall professionally repair all damages to the Common Elements or property. The Unit Owner is responsible for damage to the property shall be charged, and will pay for any maintenance, repair or replacement required to correct such damage as determined by the Board of Directors. Payment will be required within thirty (30) days of the mailing of notice by the Managing Agent or the Board.

Deliveries

Rules

Deliveries by outside suppliers or vendors of goods, supplies and packages must be made through the rear entrance to the building (east entrance) between the hours of 8:00 a.m. to 4:00 p.m. Monday to Friday and 8:00 a.m. to 2:00 p.m. on Saturday. Deliveries must be brought to the unit by use of the service elevator only. The use of the elevator must be scheduled through the Managing Agent at least 24 hours in advance, and will be on a first come first serve basis. The Managing Agent will make arrangements to have padding installed to protect the service elevator cab. If there is no elevator time for the delivery, because the delivery was not scheduled, the delivery will be denied.

The Condominium Association shall not be responsible for the loss or damage of any such property and shall not be responsible for any property delivered to, or left with any employee of the building. The Unit Owner is responsible for any damage to the common elements as a result of any delivery.

In the event that a Resident cannot be in attendance when an outside supplier or vendor needs to gain entry to their unit (i.e. furniture movers, cable installers, phone technicians, etc.), the Resident may sign and provide the Managing Agent with an Access Consent Form (see Exhibit D) and a set of keys authorizing the Managing Agent to issue the keys for unaccompanied entry to their unit.

Door Decorations

Rules

Permanent, exterior door decorations are prohibited. This includes, but is not limited to wreaths, stickers and weather-stripping. Decorations, which correspond to a holiday, will be permitted two weeks prior to the holiday and for two weeks following the holiday. Nails in doors are not permitted.

Doormen

Information

The Condominium Association has 24 Doormen service in 3 shifts: 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m.

Doormen must announce all visitors by name and must secure the Resident's permission before allowing a guest to enter. If a doorman is not familiar with a Resident attempting to gain entrance to the building, the doorman is required to obtain identification from that individual before allowing the person to enter the building. If a doorman does not recognize a Resident and asks for identification, please view it as a sign that the doorman is doing a proper job and your cooperation will be greatly appreciated.

Rules

Residents are asked to cooperate in the avoidance of allowing strangers to follow them into the building. Please be sure that an individual is a Resident before allowing them to gain access to the building. Immediately report any suspicious persons or activities to the Doorman or to the Managing Agent.

If a Resident is expecting guests to attend a function in the common elements on the eighth floor, the doorman must have a guest list 24 hours in advance of the function. Only those persons whose names are on the list will be admitted to the building.

All food delivery personnel must first check in at the Doorman station and the resident will be contacted to verify the delivery. No flyers or other forms of solicitation can be distributed by any delivery services. Companies that violate this policy will not be allowed into the building.

Elevators

Information

Passenger elevators #2 and #3 located in the lobby are for transporting passengers only. Passenger/service elevator #1 is to be utilized for transporting materials, equipment, golf bags, etc.

Rules

All workmen and trades-people delivering materials and equipment or rendering services to Residents must use the service elevators between the hours of 8:00 a.m. to 4:00 p.m. Monday to Friday.

Anyone moving in or out of the building must use the service elevator. See "Move-In/Move-Out Scheduling" section for more information.

Emergency Procedures

Information

Every effort is made to make the building a safe, pleasant environment in which to live however, emergencies do occur. The Board of Directors defines an emergency to be any event or condition that threatens life, safety, or the property.

During office hours, maintenance requests, both emergency and non-emergency, should be directed to the Managing Agent. During the evening hours, on weekends or otherwise when the Managing Agent is not open, calls should still be directed there, where all calls will be forwarded to the Doorman station and directed to the appropriate maintenance personal. Emergency situations will be handled accordingly.

Water Damage/Flood Emergencies

Each unit is equipped with shut off valves (located underneath the sinks and behind each toilet) which control the flow of water to a specific area in the unit. Each Resident should know the location of these valves and turn them off when flooding or leaking is evident. If assistance if needed to turn water off in the unit, call the Managing Agent.

In the event of flooding from an adjacent unit or common area immediately notify the Managing Agent.

Power Outages

Many power outages are the result of the inability of the utility company to supply service to the building. The building is equipped with emergency lighting in the stairways and halls. It would be prudent to have alternate lighting, such as flashlights, available in your unit, as well.

When a power failure occurs and the problem is confined to your unit only, check your circuit breaker panel first. If no immediate problem can be found, call the electric company emergency service.

Fire Extinguishers

Hand-operated fire extinguishers are located in the stairwells on each floor and throughout the building. They must not be removed except in a fire or other emergency.

The City of Chicago Fire Code requires fire prevention devices inside each unit. It is the Owner's responsibility to provide such devices.

Smoke Detectors

Each Unit has smoke detectors necessary to meet the City of Chicago Building Code. They are located throughout the units and do not need batteries, as they are all hardwired into the electrical system.

Fire Safety Instructions

Each floor contains two (2) fire-resistant interior exit stairways – one located north of the elevators and one located south of the elevators on the west side of the corridor. The doors to these stairways must always be kept closed according to the Fire Code.

A. Steps to follow in case of FIRE IN YOUR UNIT:

1. Immediately call the fire department at 911 and give them the street address, the floor, and the unit number. DO NOT ASSUME that others have called.
 2. Immediately Attempt to leave your unit. However, before opening your door, place the back of your hand on the door. If it feels warm, DO NOT OPEN IT! Dangerous fire conditions could exist outside your door.
 - a. If your door is warm or there is heavy smoke in the corridors, do not leave your unit. Keep your door closed and seal the cracks around it with wet towels or clothes to prevent the smoke from entering your unit. If smoke enters your unit, open a window.
 - b. If your door is not warm, barely open it so that you can check for smoke in the corridor. If you think the corridor is safe, leave your unit. Close your door behind you and proceed to exit to the nearest stairway.
 3. If conditions allow, alert other occupants on your floor.
 4. DO NOT USE THE ELEVATORS!
 5. Notify the doorman, if possible, when you get to the first floor. Provide your name, floor and unit number.
- B. Steps to follow in case of FIRE NEAR YOUR UNIT:
1. Immediately call the fire department at 911 and give them the street address; and if possible, the floor and the unit number. DO NOT ASSUME that others have called.
 2. Immediately attempt to leave your unit. However, before opening your door, place your hand on the door. If it feels warm, DO NOT OPEN IT! Dangerous fire conditions could exist outside your door.
 - a. If your door is warm or there is heavy smoke in the corridors, do not leave your unit. Keep your door closed and seal the cracks around it with wet towels or clothes to prevent the smoke from entering your unit. If smoke enters your unit, open a window.
 - b. If your door is not warm, barely open it so that you can check for smoke in the corridor. If you think the corridor is safe, leave your unit. Close your door behind you and proceed to exit to the closest stairway. If conditions allow, alert your neighbors.
 3. DO NOT USE THE ELEVATORS.
 4. Notify the doorman, if possible, when you get to the first floor. Provide your name, floor and unit number.

Enforcement of the Rules

POLICIES AND PROCEDURES REGARDING ENFORCEMENT

- A. Any complaint which alleges a violation of the Condominium Declaration and/or Rules shall be made in writing and shall contain substantially the same information as that set forth in the Witness statement attached hereto as Exhibit A. At a minimum, the complaint shall set forth:
1. The name, unit number and phone number of the complaining witness.
 2. The name and unit number of the violator.

3. The specific details or description of the violation, including the date, time and location where the violation occurred.
 4. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any proceedings, hearings or trial which may be necessary.
 5. The signature of the complaining witness and the date on which the complaint is made
- B. The Resident shall be notified of the complaint and alleged violation by the Condominium Association or its duly authorized agent. If the complaint is based on conduct of the Owner's tenant, the tenant shall also be notified of the alleged violation. The notification shall be in a manner prescribed by the Board in a form similar to that, which is attached hereto as Exhibit B (hereafter "Notice of Violation".)
- C. Any Resident charged with a violation of the Rules is entitled to an opportunity for a hearing. If the Resident desires a hearing, The Resident must proceed as follows:
1. Within twenty-one (21) days after the Notice of Violation has been served on the Resident, the Resident must complete the Request for a Hearing form, which is attached to the Notice of Violation (see Exhibit B), and return it to the Condominium Association or its Managing Agent.
 2. If a request for a hearing is timely filed, a hearing on the complaint shall be held before the Hearing Committee. The hearing shall be conducted no later than twenty-one (21) days after receipt of the Request for a Hearing. A Resident may request an expedited hearing. Such hearing shall be conducted no later than twenty-one (21) days after deliver of the Request for Hearing.
 3. At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. Following a hearing, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be final and binding on the Resident and Condominium Association. Upon request of the Resident one continuance will be granted for a period of not longer than 14 days for good cause shown. The Board may also reschedule the hearing to accommodate the scheduling needs of its members.
 4. Notification of the Board's determination shall be made in a form similar to that which is attached hereto as Exhibit C.
- D. If no Request for a hearing is filed within twenty-one (21) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed at a meeting of the Board. The Resident shall be notified by the Condominium Association of any such determination using the same form and in the same manner as if a hearing had been conducted.
- E. If a Resident is found to have violated personally or is otherwise liable for a violation of any of the above provisions of the Condominium Declaration and/or Rules, the following shall occur:
1. If found to be guilty of a first violation of a given provision of the Condominium Declaration and/or Rules, the Resident shall be notified of the finding by the Condominium Association or its duly authorized agents that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning that, if any further violations occur, a fine for the violation will be imposed. In the alternative, the Board may elect to assess a fine.
 2. If found to be guilty of a second or continuing violation of the same provision of the Condominium Declaration and/or Rules, the Resident shall be notified of the finding by the Condominium Association or its duly authorized agents. The Resident shall be assessed a fine.
 3. Where a fine is imposed, unless expressly provided in another Section of these Rules, it shall be in the amount of one-hundred dollars (\$100.00) for a single incident of violation of a Rule, one hundred fifty dollars (\$150.00) for a second single incident of violation of the same Rule,

and two hundred dollars (\$200.00) for a third or subsequent single incident of violation of the same Rule; or the sum of fifty dollars (\$50.00) per day for a violation of a continuing nature. A FINE FOR A VIOLATION OF A CONTINUING NATURE WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE CONDOMINIUM ASSOCIATION HAS RECEIVED NOTICE OF IT.

4. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Resident to pay for any damage or any unauthorized condition on the property for which the Resident has been found responsible, to pay the costs of any repairs which have previously been made or will be made by the Condominium Association, or to pay any legal expenses and costs incurred by the Condominium Association as a result of the violation, Any damage to the Common Property, which has been repaired by the Resident, must be inspected by the Board's representative to verify that the repair has been properly done, The cost of such inspection and any necessary repairs shall be assessed to the Resident as part of his share of the Common Expenses.
- F. Any Resident assessed herein shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Resident to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed herein shall be added to the Resident's account and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the unit.
- G. Time is of the essence of this policy. Notices are deemed served either:
1. At the time of delivery if by personal delivery; or
 2. On the second business day after deposit in the United States Mail, provided that the notice has been sent both by regular first class and by certified mail – return receipt requested, postage prepaid, to the Resident at the unit address (or to such other address as the Resident shall have previously filed with the Board), and to the Resident at the unit address if applicable, and further provided that either the return receipt has been signed and returned or that the notice sent by regular mail has not been returned to the Condominium Association undelivered. For Units held in trust, the notices may be sent either to the address of the trustee, or to such address as has been provided to the Condominium Association by the trustee or the beneficial Owner of the trust.
- H. The remedies herein are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Condominium Instruments to prevent or eliminate violations thereof these Rules.

Exterminating

Information

Exterminating services to a Unit are available upon request on the regular scheduled service dates and the cost of the service billed to your unit with the regular monthly statement.

Rules

If it is determined by the building's pest control company that a particular unit is the cause of a pest problem, the Board has the authority to clean the unit, impose fines and take legal action if necessary.

Fitness Center

Information

The Fitness Center will be open 24 hours a day, 7 days a week. The hours are subject to change by the Board. The Fitness Center is located on the 8th floor and requires the use of the common area electronic access key. The Fitness Center is solely for the use of Wells Street Tower Residents and their guests.

Rules

CHILDREN UNDER 16 YEARS OF AGE ARE NOT PERMITTED IN THE FITNESS CENTER AT ANY TIME.

CHILDREN UNDER 18 YEARS OF AGE ARE NOT PERMITTED TO USE ANY WEIGHT EQUIPMENT IN THE FITNESS CENTER AT ANY TIME.

ALL RESIDENTS WHO WISH TO USE THE FITNESS CENTER ARE OBLIGATED TO SIGN A LIABILITY WAIVER PRIOR TO USING THE FACILITIES.

Residents may bring a limited number of guests to the Fitness Center. Guests are required to sign a Liability Waiver prior to using the Fitness Center. Preferably each guest should be accompanied by the Resident when using the Fitness Center facilities. If this is not possible, the guest must obtain a guest pass from the Managing Agent, which is to be carried while using the Facilities.

Appropriate clothing must be worn in the Fitness Center at all times. Rubber soled shoes, preferably athletic shoes, are required when using the exercise equipment. BATHING SUITS AND/OR BARE FEET ARE NOT PERMITTED IN THE FITNESS CENTER.

Smoking is not permitted in the Fitness Center. Alcoholic beverages are not permitted in the Fitness Center. Because music is a personal preference, only music devices with individual headsets will be permitted. If others are waiting to use the equipment, please be courteous and limit your usage time so that everyone may benefit from and enjoy the facilities.

EXERCISE EQUIPMENT IS FURNISHED BY THE WELLS STREET TOWER CONDOMINIUMS, WHICH ASSUMES NO RESPONSIBILITY OR LIABILITY FOR INJURY DUE TO ITS USE, OR FOR LOSS OR THEFT OF ANY PERSONAL PROPERTY. RESIDENTS AND THEIR GUESTS USE THE FACILITY AT THEIR OWN RISK.

Residents and their guests (both children and adults) are requested to observe all rules and to obey instruction from the Managing Agent. Any failure to comply with the Fitness Center rules shall be considered sufficient cause for any action deemed necessary by the Managing Agent, including the barring of violators from the use of the Fitness Center.

Garage

Information

The Condominium Association or the Managing Agent is not responsible for any damage to vehicles that are parked in the garage.

Rules

The garage is to be used for parking vehicles only. Unit Owners and Residents shall not store anything in or around a vehicle or anywhere in the garage.

Please obey all signs posted in the garage. Any vehicle parked in an unauthorized space will be towed, with no warning, at the Owner's expense.

Upon closing, there will be one electronic garage door-opening device issued per numbered parking space. Replacement electronic garage door openers can be purchased from the Managing Agent for \$50.00 per garage door opening device.

Only minor repairs are allowed to be made in the garage, such as changing a flat tire or charging a battery. Major repairs are not allowed, such as transmission work, changing fluids or lubricants or engine overhaul rebuilding.

Heat and Air Conditioning

Information

Heat and Air conditioning is supplied by the building's hot and chilled water system. The electricity consumed for heating and air-conditioning will appear on your individual condominium unit electric bill.

The heat and air conditioning filters will be changed once a year by the maintenance staff at no charge to the Unit Owner. Owners may have the filters changed more often for a charge (see Building Engineer and Maintenance Staff for schedule of charges), by contacting the Managing Agent.

Insurance

Information

The Condominium Association has a master insurance policy, which insures the common elements. Residents are responsible for insuring their own personal property. The Condominium Association will generally not be held responsible for any damages incurred to your personal property.

It is suggested that you contact your insurance company for more information on fire, personal property, casualty, liability and theft coverage.

Keys

Information

Replacement door keys can be purchased through the Managing Agent, during regular office hours at a cost of \$5.00 per key. Replacement electronic access keys to the common areas can be purchased for \$40.00 per electronic key.

Rules

Each Unit Owner must provide the Managing Agent with one full set of keys for their unit to be kept in a secured key box for emergency purposes only. If locks are ever changed, it is the Unit Owner's responsibility to provide new keys to the Managing Agent. If a Unit Owner does not comply and emergency access is necessary, the Unit Owner will be responsible for any and all charges/damages incurred to gain access to the unit.

The Managing Agent will not keep a key to any storage lockers, or the circuit breaker box located in the unit. These keys are solely the responsibility of the Unit Owner.

Lock Outs

Information

If a Resident is locked out during normal business hours, the Managing Agent will issue to the Resident the extra set of keys to the unit (if the Resident has provided the Managing Agent with an extra set of keys). The keys must be returned to the Managing Agent immediately after entering the unit.

If a Resident is locked out after business hours, contact the Doorman Station at _____ and the call will be directed to the appropriate maintenance personnel who will assist the Resident. Any lock-out which requires assistance by maintenance personnel after regular office hours will be assessed a fee of \$10.00 per occurrence.

Mail

Information

Incoming mailboxes are located in the lobby. Always be sure to include your unit number as part of your mailing address.

Move-In/Move-Out Scheduling

DURING THE INITIAL MOVE-IN'S FOR THE BUILDING, PLEASE REFER TO THE MANAGING AGENT FOR CURRENT POLICIES AND PROCEDURES REGARDING MOVE-IN TIMES AND AVAILABILITY.

Rules

Notice must be given to the Managing Agent for all move-ins and move-outs at least fourteen (14) days prior to the move. Moving is permitted Monday through Friday, 8:00 a.m. – 6:00 p.m. and Saturday, from 8:00 a.m. to 2:00 p.m. No move-ins or move-outs will be permitted on Sundays or holidays.

All moving activity must be scheduled with the Managing Agent. The Managing Agent will arrange to have padding installed in the service elevator cab.

A non-refundable fee of \$100 (for the cost of security, refuse removal and wear and tear) and a refundable deposit of \$300 will be required when the move is scheduled. The Unit Owner is responsible for any damage to the common elements as a result of the move. The deposit, less any damages, will be returned within seven (7) business days from the move date.

Noise

Rules

Noise disturbances are perhaps the most common complaint in condominium living. Common sense usage of radio, television, and stereo equipment should ensure acceptable living conditions for your neighbors. Other unit sound producing items such as vacuuming, musical instruments or exercise equipment must be done in such a manner as to not offend your neighbors.

If the Resident has hired a contractor to perform maintenance within the unit, all work must take place during normal business hours except in the event of an emergency. Any noise produced while performing such work must be kept at a reasonable level. Please refer to the "Unit Alteration" section for further information.

Entertaining must be done within the confines of the Resident's unit at a noise level not offending to your neighbors.

Should you have a problem with noise coming from another unit, please contact the Managing Agent.

Pets

Information

Please observe the rules of the Condominium Association and the laws/ordinances as set forth by the City of Chicago. Above all, it is imperative you are considerate of fellow homeowners and neighbors.

Rules

Only dogs, cats, small birds and fish of a breed or variety commonly kept as household pets in high-rise buildings may be kept in any unit. Decisions on whether or not a pet is of a common household species will be made by the Board of Directors. No other animals or reptiles of any kind shall be raised, bred or kept in any unit. Only two (2) pets are allowed per unit (except there is no limitation on the number of fish).

Pets are prohibited in the Storage Rooms, Club Room, Fitness Center or Sun Deck, Pool.

All pets must be registered with the Managing Agent. Residents are required to provide proof of pet's current inoculation and compliance with any city ordinances. This proof must be shown at the time of registration and at any subsequent time the Managing Agent requests such information.

Each Resident shall be responsible for picking up after any animal kept in a unit and responsible for removing any waste deposited by such animal anywhere on the Common Elements or anywhere on the Property. Dogs are not to use the walls, columns, or trees surrounding the building for their relief.

ANY PET CAUSING OR CREATING AN UNREASONABLE DISTURBANCE, NUISANCE OR NOISE SHALL BE PERMANENTLY REMOVED FROM THE BUILDING UPON FIVE (5) DAYS' WRITTEN NOTICE FROM THE BOARD. THE BOARD SHALL HAVE THE SOLE DISCRETION TO DETERMINE WHETHER SUCH A DISTURBANCE, NUISANCE OR NOISE EXISTS.

Residents assume full responsibility, financial or otherwise, for any personal injury or property damage caused by their pets and shall indemnify the Condominium Association and its agents and hold them harmless against any loss or liability of any kind.

Should a pet cause damage or odor to any common element, the Unit Owner agrees to assume full responsibility for costs that may result from repairs and/or washing to remove odor or full replacement of damaged property, should the Board of Directors deem such replacement necessary.

The Board of Directors may require a Resident to place a pet deposit with the Condominium Association. The Resident will have the right to be present at the Board meeting when such deposit requirement and amount of deposit is discussed and determined. The deposit does not limit liability for costs of damages in excess of such deposit.

The Board may from time to time adopt rules and regulations governing pets in the units. Such rules and regulations may prohibit certain species of pets (including certain breeds of dogs, cats, small birds and fish) from being kept in the units.

Receiving Room

Rules

Package receiving is located in the dry cleaners store on the lobby level. Packages will be accepted by the dry cleaners during the hours that the store is open. Small packages delivered during the hours the store is not open may be accepted by the Doorman. Residents must sign the Waiver for Acceptance of Deliveries, attached as Exhibit F, before deliveries can be accepted. The Resident will be notified of the receipt of packages by a written notice placed on the unit's mail box, under the unit door or via telephone call. The dry cleaners employee or Doorman will request a signature for the receipt of all packages.

C.O.D. packages may be accepted by the dry cleaners only if prior arrangements have been made. Otherwise, C.O.D. packages will be refused. Additionally, furniture or other large items will not be accepted for delivery by the dry cleaners. Arrangements for delivery of such items must be made through the Managing Agent.

Groceries, flowers or other perishables will not be accepted by the receiving room and are to be delivered directly to the unit by the delivery person via the service elevator.

Security Doors

All doors that require the use of a security key to gain entrance should remain closed at all times. Please do not prop these doors open for any reason.

Signs – Advertising

Rules

No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of The Wells Street Tower Condominiums unless specifically authorized in writing by the Board of Directors.

Solicitors

Rules

Door-to-door soliciting is prohibited. Residents are requested to notify the Managing Agent if unauthorized solicitors appear in the building.

Storage Lockers

Rules

Each Unit is assigned an individual common element storage locker. Lockers are located on the 7th floor. The Owner is responsible for providing a padlock for the storage locker.

The Condominium Association assumes no responsibility for loss or damage to articles stored in the lockers.

All items being stored must be placed inside the storage locker; nothing is to be placed outside of the storage locker or in the aisles. Hazardous materials which are flammable, explosive or combustible or that emit offensive odors are not permitted in the storage locker.

Use of more than your one individually assigned storage locker will result in the contents of the locker to be removed by Building Staff and discarded.

Trash Disposal

Rules

Trash chutes are located in the trash chute rooms on each floor. All trash (other than boxes) must be put in regular or recyclable bags and placed down the chute. Do not place trash on the floor of the chute room as this may create an unpleasant odor and presents a health hazard.

DO NOT put anything down the chute that will not fall freely to the bottom especially cardboard boxes. Small boxes should be broken down and placed in the chute room. If you have large boxes, please break them down and contact the Managing Agent for removal.

DO NOT put lighted smoking materials or other flammable or hazardous items down the chute or leave them in the trash room.

Any spilled debris should be cleaned up by the person responsible for the spill.

Large furniture and appliances cannot be disposed of as trash. The Owner must make separate arrangements for disposal of such items.

Recycling: The Wells Street Tower Condominium Association is participating in the City of Chicago Blue Bag program. All recyclable items (glass, paper and plastic) are to be put into the blue bags (dry and free from waste) and placed in the trash chutes. The bags will be sorted by the waste hauler and separated at a processing plant. Blue bags can be obtained through the Managing Agent free of charge.

Unit Alterations

Rules

All plans and specifications for remodeling work in your unit, including changes in flooring, must be in compliance with the Condominium Association Unit Alteration Guidelines. Complete details of any construction affecting the unit (e.g. electrical, plumbing, mechanical or structural alterations) must be submitted in writing to the Board of Directors and must be approved in writing before the work can begin. The Owner is responsible for attaining from the Managing Agent a copy of the Unit Alteration Guidelines for any such work.

Note: If you use contractors other than the developer's original contractors for work to your unit involving electrical, plumbing, mechanical or structural alterations, the one year warranty period provided to the developer and to you for the specific trade for which such alterations are made, could be voided. If you want to verify if your alterations will effect this warranty or if you would like to use the original contractors in order not to effect the warranty, you may obtain a list of the original contractors from the Managing Agent.

No contractor will be permitted to work in a unit until the Managing Agent is provided with a certificate of insurance indicating property insurance coverage, i.e. workmen's compensation and general liability insurance naming the Owner, the Condominium Association and the Managing Agent, as additional insureds. The Owner must obtain the exact names and limit requirements from the Managing Agent.

The Managing Agent also requires copies of any applicable permits from the City of Chicago prior to the commencement of any work.

Utilities

Information

New Residents are responsible for calling the utility companies (telephone, electric, and cable) to hook up or disconnect service for their own unit. Except for water and cable services included in your monthly assessment, the billing is direct from each individual utility company and relates only to the specific unit.

Visitor's Pass

The Condominium Association reserves the right to control and limit entry to the building by trades, delivery people or visitors (i.e. contractors, maids, dog walkers, etc.). Other than Resident's guests who wish access to the building while the Resident is home, visitors of any kind must register with the Doorman before being admitted to the building. Visitors will need to sign in, leave their driver's license at the Doorman's station and wear a Visitor's Pass while in the building. When the visitor leaves, they must sign out, return the Visitor's Pass and retrieve their driver's license.

In the event that a Resident cannot be in attendance when a visitor needs to gain entry to their unit the Resident may sign and provide the Managing Agent with an Access Consent Form (see Exhibit F) and a set of keys authorizing the Managing Agent to issue the keys for unaccompanied entry to their unit.

Residents who are having any work performed in their unit must notify contractors and outside repair people of this building policy.

Window Treatments

Rules

If additional interior window treatments are installed, they must be light in color from the exterior views. Exterior window treatments are not permitted.

