



Park Tower Condominium Association

RULES AND REGULATIONS HANDBOOK

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PARK TOWER DIRECTORY

BOARD OF DIRECTORS parktowercondo-mgmt@habitat.com

WEBSITE www.ptcondo.com

MANAGEMENT OFFICE Mon & Fri 8:00 AM – 5:00 PM Tel 773-769-3250
Tue, Wed, Thu 8:00 AM – 6:00 PM Fax 773-769-0047
Email parktowercondo-mgmt@habitat.com

THE HABITAT COMPANY Mon – Fri 9:00 AM – 5:00 PM Tel 312-527-5400

LOBBY/FRONT DESK Mon – Sun 24 hours Tel 773-769-3083

HEALTH CLUB Mon – Sun 5:00 AM – 11:00 PM* Tel 773-769-1513
*Attendant hours vary

GARAGE Mon – Sun 24 hours Tel 773-271-8859

PACKAGE ROOM Mon – Sun 24 hours

ASTOUND BROADBAND CABLE/INTERNET

Office Hours Mon – Fri 9:00 AM – 8:30 PM Tel 312-955-2500
24-hour Help Line Mon – Sun 24 hours Tel 800-746-4726

EMERGENCY

EMERGENCY/FIRE/POLICE Tel 911

CITY OF CHICAGO NON-EMERGENCY Tel 311



PARK TOWER CONDOMINIUM ASSOCIATION

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FOREWORD

Dear Unit Owners and Residents:

Welcome to Park Tower Condominium Association. The Board of Directors commissioned and adopted this manual. The information contained herein is for the benefit of unit owners, tenants, management and building personnel to insure better understanding and cooperation of all concerned.

The mission of these rules and regulations is to achieve a high standard of living and quiet enjoyment for the owners, residents and their guests. We believe this is the reason that each of you chose this building as your home. Welcome to our community!

The basic ground rules, including your rights and obligations, are set forth in the association declaration and by-laws. Among other things, the declaration and by-laws provide that the board may adopt and enforce rules and regulations that it deems advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of owners and occupants of the property. The declaration and by-laws are incorporated into the rules by reference, and any violation shall constitute a violation of the rules. Copies of the declaration and by-laws are available online at www.ptcondo.com/library at no charge, and from the Management Office for a fee.

Other documents referred to in the rules and regulations are also available from the Management Office including the Election Policies and Procedures, Emergency Handbook, Garage License Agreement, Health Club Membership Agreement, Remodeling Policies and Procedures, and Sale or Lease Procedures. For your convenience, all these as well are available free of charge from the Management Office and online.

All residents and their guests have a legal duty to comply with the rules and regulations set forth herein. It is our hope that compliance is voluntary and we ask for cooperation, patience, and understanding whenever these policies and procedures are brought to your attention. The board may impose a fine up to \$5,000 per violation, plus the cost of any fees to remediate the condition, and take appropriate action following a hearing before the Rules and Regulations Commission and/or consultation with legal counsel when necessary.

Thank you for your cooperation,

Sincerely,

The Board of Directors
Park Tower Condominium Association

EMERGENCY PROCEDURES

This section provides easy to follow instructions in case of an emergency. A separate emergency handbook containing detailed information is available online and from the management office. Residents are advised to notify the Management Office of any disabilities or special needs to arrange for assistance in the event an evacuation is necessary.

C – A – L – M METHOD

C – Call 911.

A – Alert fellow residents.

L – Listen for instructions.

M – Move quickly when instructed to evacuate.

FIRE AND SMOKE

- Call 911. Provide as much information as possible about the situation such as address, floor, unit number, door temperature, presence of smoke or flame, trouble breathing, disability, etc.
- If unaware of where the fire originated, stay inside the unit and await instructions from authorized personnel and first responders. If the fire is inside the unit, exit, close the door, but leave it unlocked.
- If in immediate danger, or directed, evacuate.
 1. Leave behind any belongings.
 2. Do not lock your door.
 3. Use stairs. DO NOT use the elevator.

ILLNESS OR INJURY

- Call 911. Provide location details and report the illness or injury.
- Call the Front Desk or Management Office to assure proper coordination.

POWER FAILURE

- Remain inside the unit.
- Locate a flashlight. DO NOT light candles due to a potential fire hazard.
- Follow the C – A – L – M method, if directed to evacuate.

SEVERE WEATHER

- Move away from windows and glass in the event of severe thunderstorms or high winds. Corridors and interior stairwell are considered the safest place in the building.

THREATS (Bomb Threats, Crime and Civil Disturbance)

- Call 911 to report concern. Follow operator instructions.
- Call the Front Desk or Management Office to assure proper coordination.

Life safety meetings for residents are scheduled up to twice per year. Additional information is available from the management office by request.

PARK TOWER FEE SCHEDULE

The following is a list of charges and fees in effect as of the publishing of this document. Any charge or fee is subject to change by the Board. Information on all current charges and fees shall be available from the Management Office. Fees acquired by renters will be charged to the unit owner's account, but either the renter or the owner may make a payment.

BIKE ROOM

A **\$60** annual registration fee (typically April-March following annual space audit) is charged per bike for the bottom rack and **\$48** for the top rack and wall racks, and will not be subject to proration. However, parkers may choose to park monthly for **\$10/month**.

COPYING

A **\$1** per page fee is charged after the first five pages.

ELEVATOR RENTAL

A **\$250** fee is charged for a minimum four-hour *non-move* scheduled use of an elevator. This covers required security guard supervision. An additional fee of **\$62.50** per hour is charged for usage in excess of four hours.

GARAGE OIL LEAKS

The cleaning cost of oil and transmission leaks, and any other droppings from a vehicle will be the owner's responsibility. For a typical leak, a minimum fee is **\$60**.

HEALTH CLUB

1 Day Pass **\$15**

One Month Membership (PTCA)

Single	\$43
Double	\$64 (Limited to two persons occupying the same unit)
Family	\$90 (Limit 2 adults and 2 children or 4 family members occupying same unit)

Six Month Membership (PTCA)

Single	\$226
Double	\$353 (Limited to two persons occupying same unit)
Family	\$509 (Limit 2 adults and 2 children or 4 family members occupying same unit)

One Year Membership (PTCA)

Single	\$318
Double	\$573 (Limited to two persons occupying the same unit)
Family	\$798 (Limit 2 adults and 2 children or 4 family members occupying same unit)

Non-resident members from 5445 or 5455 pay a premium of approximately 25%, rounded.

Guest passes are available for **\$10** for adults and **\$5** for children, and only available to guests escorted by active Health Club members at all times. Coupon booklets for adults may be purchased for **\$50** for a set of six passes and are available for purchase from the Health Club or at the Management Office.

KEY FOB REPLACEMENT

Replacement fobs are available for **\$25** each. Only one key fob is allowed per registered resident and/or owner.

LATE PAYMENTS

Past due assessment accounts are subject to an **\$85** late fee. Past due Garage license payments are subject to a **\$35** late fee. Accounts past due by 45 days or more in assessments, fines, or miscellaneous charges will lose Health Club and parking privileges and non-emergency maintenance work orders will not be completed. Refunds will not be issued. After 45 days, accounts are also forwarded to legal counsel for collections and subject to additional fees.

LOCK OUT SERVICE

Lock out service is provided at no cost during normal business hours. After hours and on holidays a **\$60** fee is charged.

MAINTENANCE WORK ORDERS

The cost of most maintenance work performed by the association employees to fixtures or property inside a unit will be charged on a time and material basis. A minimum charge of **\$60** will be applied for the first half hour and **\$30** for each additional 15 minutes of work, plus the cost of materials. Work orders requiring a licensed plumber will be charged at a rate of **\$75** for the first half hour and **\$37.50** for each additional 15 minutes, plus the cost of materials. Some basic plumbing is approved for work orders at no charge, including the replacement of faucet washers and aerators, and unclogging drains.

A list of common parts and materials for work orders is available from the Management Office by request. All prices are subject to change without notice.

MOVING AND RESIDENT REGISTRATION

New Residents, Owners and Transfers

- **\$650** registration fee is collected in advance for new leases and sales. This fee entitles owners and renters up to 8 hours reserved use of the elevator; 4 hours for a move in plus 4 hours for a future move out.. This one-time fee also includes the following: processing of sales and leases, registering of all new occupants, hiring of a security guard to supervise both incoming and outgoing moves, inspecting the common areas before and after moves and before and after pest inspections.
- **\$100** deposit is required in advance of scheduling any moves. The cost of repairs or other services in excess of the required deposit will be charged to the unit owner's account.
- **\$250** transfer fee is charged for residents who already live in the building and move from one unit to another.
- **\$150** registration fee is charged for residents who already live in the building and purchase the unit they are living in.
- **\$300** registration fee is collected for a new occupant moving in with a current resident or tenant, also known as an "Additional Occupant", and entitles new resident to 4 hours reserved use of the elevator for a move in only.
- **\$100** deposit for damages and/or fees will be required in advance of transfers.
- **\$250** move out fee is due from owners or residents who originally moved in prior to June 2012.
- **\$TBD** surcharge for one Saturday a month move between 10 am and 2 pm on a trial basis and first-come, first-served.

MORTGAGE DISCLOSURE FORM

A **\$250** processing fee is charged for completion of forms or “condo questionnaires” or inquiries other than the standard 22.1 disclosure, for mortgages and refinances or similar such requests.

NON-SUFFICIENT FUNDS AND RETURNED PAYMENTS AND CHECKS

A **\$60** processing fee is charged for any returned check, stop payment or rejected payment due to problems outside the association’s control, such as “non-sufficient funds” or closed bank accounts.

PARKING

Monthly indoor parking license fees requiring a minimum six- month agreement:

1P Valet	\$160
1P Motorcycle	\$90
1P and 2P Self-Park	\$160
1P Day Parking	\$208
1P and 2P Premium	\$175
1P and 2P Tandem	\$260 (\$130 per car)

EV Vehicle Spaces, New Electrical Charging Space

Year 1: \$1,000 upfront payment, or \$100 per month, parker pays for metered electricity plus the regular parking space rate

Years 2 and 3: \$500 upfront payment, or \$50 per month, parker pays for metered electricity plus the regular parking space rate

Year 4 and beyond: parker pays for metered electricity plus the regular parking space rate

Power Wash Fees

A fee of \$150 will be applied for owners or residents failing to remove their car by 9 am on their designated days, and this fee will double for each subsequent event, up to a maximum fee of \$1,000 per event. Self-parkers will lose their permanent spot after three events on top of fees. If you are interested in having your car moved by staff for a \$100 fee, then please give management at least a 7-day notice. This is limited on a first-come, first-served basis. To sum it up, please move your car, or have someone move it for you.

Daily Parking Coupons

Parking coupons are available from the Management Office, five for **\$50**. Each coupon is valid for six hours of valet parking. Three parking coupons allow a 24-hour stay in the Garage. Cash is not accepted.

Daily/Guest Parking Rates

Up to 1 hour	\$14.00
1 to 3 hours	\$16.00
3 to 6 hours	\$20.00
6 to 8 hours	\$24.00
8 to 24 hours	\$38.00

Parking Passes

3 Days	\$60
5 Days	\$75
7 Days	\$90

2 Weeks

\$115

Loading Dock

Loading dock parking for active loading and unloading is free of charge for up to 30 minutes. Eight-hour parking passes are available for **\$30**, when space is available.

PARTY ROOM

\$150 Party Room fee for eight hour reservation.

\$200 refundable security deposit for up to eight hours of reserved use of the Party Room.

\$250 fee for up to four hours of supervision whenever alcohol is served.

\$120 per hour for any required cleanup is charged against the security deposit.

Any expense including damage exceeding the deposit amount will be charged to the unit owner's account.

STORAGE LOCKERS (LEVEL 1P)

There are large lockers 3 feet wide, 4 feet deep, and 7 feet high, for **\$100/month**. There are smaller lockers 3 feet wide, 4 feet deep, and 3.5 feet high, for **\$50/month**.

The rate of any fees is subject to change without notice by resolution of the Board of Directors.

ASSESSMENTS, FEES, AND COLLECTIONS

ASSESSMENTS

All fees charged to an account for association business, activities, services and/or penalties are considered a part of the total assessments due for that unit, and subject to the same timing and collection procedures outlined herein.

Statements are provided each month either electronically (free) or paper (US mailed for a fee). Monthly payments are due on the first of each month. Owners may make payment by mailing a check or money order, direct debit or online payment. Failure to receive a statement does not release unit owners from their obligation of making a payment on time. The Management Office does not accept cash under any circumstances.

Payments are applied first to oldest charges by date, including fees, service charges and penalties. Payments in excess of what is due will be reflected as a credit.

LATE PAYMENTS

A late charge will be assessed for any payments not received and recorded at the bank by the 10th of the month, as listed above. Any account with an amount past due by 45 days from the original date of the charges shall be turned over to the association's attorney for collection. All additional charges associated with this legal action will be the responsibility of the unit owner. Also, a unit owner past due on any charges on account 45 days or longer will result in loss of Health Club membership, Party Room and parking privileges for the owner and residents of that unit.

Any owner who has a lingering balance from month to month or does not pay in full such that there is a \$0 balance at the end of the month, will be subject to suspension of parking privileges, Health Club membership and other services provided by the association.

Furthermore, the association may collect, evict, foreclose or take any other action available, against a delinquent owner, from among those offered by the declaration and by-laws or any applicable law.

RETURNED CHECKS

A charge will be imposed for any returned check or rejected payment due to problems outside the association's control, such as non-sufficient funds or a closed bank account. After two returns, no personal checks or auto debits will be accepted as payment for a one-year period. Only certified checks or money orders will be accepted as forms of payment.

PAYMENT DISPUTE

In the event of a payment dispute, the owner must produce a copy of the front and back of the cancelled check, or a bank statement with copies of the check. Dispute of a charge or balance due on an account must be made to the Management Office in writing with as much detail as possible for it to be corrected.

BOARD OF DIRECTORS

The board consists of five members elected by unit owners of the association. Board members serve two-year staggered terms and may be re-elected. Any unit owner may seek election to the board. Board officers are President, 1st Vice President, 2nd Vice President, Secretary and Treasurer. The board elects

its own officers. In accordance with the condominium declaration and by-laws, annual elections are held each June.

BOARD ELECTION RULES

In addition to the matters described herein, the Illinois Condominium Property Act (765 ILCS 605/), as well as Articles “II” through “V” of the Condominium Association Bylaws, contain additional provisions relating to condominium association annual meetings, board elections, and voting rights. More information, including an “Election Rules and Procedures” packet is available online and from the Management Office.

ANNUAL MEETING AND ELECTION PROCESS

Each year in June, an annual meeting of owners will be scheduled, at which time the election for vacancies on the board will be held. Only one owner per unit may serve on the board at any one time.

All eligible members who desire to be a candidate must be given an equal opportunity to run. Prospective candidates have three ways to obtain the nomination. First, owners have the opportunity to submit a self-nomination via the Candidate Information form distributed by the association. If submitted to the Management Office by the deadline, the owner’s name will appear on the proxy form mailed to all residents before the election and the annual meeting ballot. Second, a self-nomination via the Candidate Information form received after the deadline and before the annual meeting may be submitted; however, the candidate’s name will not appear on the proxy form or annual meeting ballot. And third, nomination submissions after the deadline may be accepted from the floor at the annual meeting.

DISSEMINATION AND DISTRIBUTION OF CAMPAIGN MATERIALS

Candidates shall be allowed to promote their candidacy for election and distribute campaign materials to unit owners by U.S. Postal Service and during “Meet the Candidate” events organized by the association. For a fee, a list of unit owner addresses will be made available to unit owners by request for the purpose of distributing candidate information and campaign materials.

The following actions by candidates and supporters are strictly prohibited:

- Leaving materials in hallways or placing materials under unit doors or on the ceiling, doors, floors and walls of the building.
- Disturbing or interfering with the rights and comforts of residents, including going door to door.
- Placing signs or advertisements in unit windows or on any common elements or other association property.
- Campaigning and otherwise working in an organized or purposeful way to promote a candidate’s election while on any common elements or other association property, including but not limited to the building’s residential hallways and doorways, Lobby, Health Club, Laundry Room, Garage, elevators, stairs and common areas within the mall.

The association will participate in and promote the election process in ways that include the following:

- Issuing a preliminary notice calling for nominees by way of a Candidate Information form which includes a statement signed by the candidate agreeing to abide by the election rules.
- Issuing a formal notice with a meeting agenda, election rules and proxy form listing the candidates.
- Scheduling “Meet the Candidates” events.
- Coordinating the annual meeting and election.
- Engaging a third party election auditor to count the proxies and ballots.

It is prohibited for campaign literature or communications to represent or imply any direct or indirect connection with, or approval of the association, the board or the managing agent, other than to indicate service on the association's board and/or committees. It is suggested that all campaign materials (including materials distributed by U.S. Postal Service) clearly identify their author or source.

Campaign related complaints shall be submitted in writing to the Management Office, to be forwarded to the Board of Directors to decide upon an action to be taken. Candidates found in violation may be fined or disqualified from the election. If the board determines the violation warrants disqualification, the violator will withdraw from the election and all votes for that candidate whether by proxy form or ballot will not be recognized. Disqualification will only be considered for serious or repeated violations of the rules which disenfranchise other candidates, such as, but not limited to, altering proxies, making door to door solicitations, collecting proxies or distributing campaign materials in the common areas after being warned by the Association not to.

VOTING

Only one vote per unit is allowed, and the number of votes is based on the number of vacant board positions. Owners may either vote in person at the annual meeting or by proxy. The owner may designate an alternate person or "proxy" to cast vote(s) by indicating the individual's name on the proxy form. A proxy may be revoked by written notice to the board, signed by the unit owner(s). A proxy form or ballot post-dating any other proxy form, signed by the unit owner, can also invalidate a pre-dated proxy form. The association will be bound by the designation made in the most recent and unrevoked proxy form or ballot, and has no responsibility to reconcile disputes between owners and alternates.

Elections for board members shall be conducted by secret ballot. The ballot shall be marked only with the percentage of ownership interest for the unit and the vote itself. The board shall maintain an accurate master registration list of all unit owners and their percentage of ownership in the association. Each ballot will have a code referencing the particular unit on the registration list for verification purposes by the election tabulators (auditing firm hired by the board).

The election tabulators shall be responsible for distributing ballots to the unit owners or their proxy holders at the annual meeting. A ballot shall be issued following verification that the person requesting a ballot is a unit owner or the proxy holder of a unit owner. Owners voting in person and proxy holders shall present picture identification at the time they request a ballot. If unit owners voting by proxy do not designate an individual as proxy holder, a non-running board member shall be considered the proxy holder and shall exercise the vote as specified on the proxy form.

The master registration list shall be kept at each election and marked when a ballot is issued for a unit. The list shall also be marked to indicate whether the ballot for a unit was given to the unit owner, to the proxy holder, or to the non-voting board member.

Voting will be conducted exclusively by means of the secret ballot or by proxy. Ballots will only be available at the annual meeting, and shall be completed and submitted in person at the annual meeting. Ballots or proxies received after the close of voting will not be counted.

Ballots and redacted proxies may be examined only after the election tabulator has certified the results of the election, and after receipt of a written request for review of documentation, consistent with any rules or procedures in place at the time of the election. Proxies may be examined only after the unit

owner name, unit number and signature has been redacted. In order to expedite the counting of the votes, the election tabulator will not respond to inquiries from candidates or candidate representatives until after the counting of all of the votes have been completed. Detailed information is available in the Election Rules and Procedures packet online and from the Management Office.

ASSOCIATION NOTICES

Electronic delivery of notices and other communications required or contemplated by the Illinois Condominium Property Act may be delivered to each unit owner who provides the association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted. A form shall be provided for this purpose.

Each unit owner may designate an electronic address or a U.S. postal address, or both, as the unit owner's address on any list of members or unit owners which the association is required to provide upon request pursuant to any provision of the Illinois Condominium Property Act or any condominium instrument. A form shall be provided for this purpose.

BOARD MEETINGS

Regular meetings of the board must be held at least four times a year and are open to owners only. Meetings are held in the Party Room. Prior to each meeting, notices will be mailed consistent with the bylaws and placed on the bulletin boards throughout the building. All owners are encouraged to attend. The agenda will be emailed and copies made available either by request or at the meeting.

Approved minutes of past board meetings are available online and from the Management Office.

Pursuant to Illinois law, any registered unit owner may record official board proceedings by audio or video or other means subject to the rules below:

1. Recording is limited to an official meeting of the board in which business is conducted. It does not include any segments prior to official commencement of the meeting or after the official adjournment. Examples of such prohibited segments include, but are not limited to, owner commentary sessions, exhibits and outside speakers.
2. The recording of such meetings shall be performed in a manner that will not disrupt the meeting.
3. Any unit owner who creates a disturbance or disrupts the meeting may be subject to a fine and/or expulsion from the meeting.
4. Any unit owner who intends to record a board meeting shall advise the chairperson prior to the commencement of the meeting in order that an announcement can be made to those in attendance that the meeting is being recorded.
5. Audio recorders shall be hand-held in a stationary location.
6. Video recorders shall be placed on a tripod, or hand held in a stationary location. Any unit owner recording a meeting shall sit off to the side of the audience section and facing the board. Only board members, management officials and speakers addressed by the chair may be recorded.
7. Video or audio recorders shall not be set up or held closer than six feet from the board's table.
8. All audio and video recorders shall be battery operated; power cords are prohibited. Additionally, all lighting devices including flash, strobe and spotlights are prohibited.
9. Unit owners shall not utilize any information obtained as a result of the recording of such meetings for any improper purpose or for any use unrelated to the unit owner's interest in the association,

and such recordings or copies thereof shall not be provided to any person who does not have a right to attend meetings of the board.

10. Owners intending to record a meeting shall sign a form in advance of the meeting acknowledging the recording policies. Management will have forms available for this purpose at each meeting.

BUILDING SECURITY AND STAFF

FRONT DESK AND SECURITY STAFF

The primary duty of the 24-hour Front Desk and security staff is safety and regulation of traffic into and out of the building. Unless relieved by a co-worker, the doorman is not allowed to leave the entry area. Keys and money shall not be left with the doorman. The association does not take responsibility for items left at the Front Desk.

All packages shall be delivered to the Package Room, or be announced for immediate pick up, or be approved by the resident for delivery to his or her door. See the "Package Room" section for additional information.

Front Desk staff shall announce all guests by name and secure the resident's permission before admitting any guest. Additionally, all guests shall sign in at the Front Desk before entering secured areas of the building. Unrecognized individuals, including residents, may be asked for identification.

Guests are defined as those who visit a current resident or stay with a current resident for no longer than one month and do not receive U.S. mail. Otherwise, that individual is considered a resident and should be processed as a co-occupant with the usual processing procedures and applicable fees.

In the event a Party Room function is scheduled, only those persons whose names are listed will be admitted. Unexpected guests will be admitted after notice to and acceptance by the host. See the "Party Room" section for additional information.

Emergency situations such as fires, floods, and/or health emergencies should be reported to 911 first, and if time permits the doorman immediately thereafter. Other issues or problems including but not limited to noise, leaks, maintenance, suspicious behavior, packages, or other security problems may be addressed by the Front Desk staff when the Management Office is closed.

Should Front Desk phone service go down, guests must be met by, and deliveries received by, the resident themselves or an individual with Permission to Enter. For security and privacy purposes, the front door staff is prohibited from using either their personal cell phones or the guest's cell phone to contact the resident. The guest, on the other hand, may contact the resident to come down to the Lobby to receive them or to take delivery.

MAINTENANCE STAFF AND ENGINEER

The building engineer and 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 maintenance staff without a service request order from the unit owner. Only work itemized on the order will be performed. Service request orders must be placed through the Management Office in person, via phone, email, or online, with the exception of emergencies such as leaking or flooding.

The cost of most maintenance work performed by association employees to fixtures or property inside a unit will be charged on a time and materials basis. A minimum charge will be applied to the first half-hour with additional charges for each additional 15 minutes of work. The cost of materials is separate. Work orders requiring a licensed plumber will be charged at the plumber's rate plus the cost of materials. Some basic plumbing is approved for work orders at no charge, including the replacement of faucet washers and aerators, and unclogging drains. A list of common parts and materials for work orders is available at the Management Office. Prices are subject to change without notice.

Do-it-yourself repairs to heating, air cooling, electrical, plumbing, or other mechanical systems are discouraged without first contacting the Management Office to set up a consultation with the maintenance staff.

Residents who perform unapproved repairs will be held responsible for any damages.

Routine Maintenance

From time to time, the maintenance staff will be scheduled to conduct required in-unit routine maintenance. Unit owners will be notified in advance of such work including the changing of heating/air conditioning filters. The owner will incur any expenses resulting from failure to allow maintenance staff access to the unit.

A general notice will be posted throughout the building at least five days prior to commencement of work. Whenever possible, notice will be given to individual units at least 48 hours prior to entry unless an emergency situation exists. Notices will also be posted on the building website www.ptcondo.com as deemed appropriate.

Private Jobs by Maintenance Staff

The building engineers and maintenance staff are strictly prohibited from performing private work for residents during their regular hours of work. Employees may perform work in units when off duty. The unit owner and the employee shall negotiate the 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 employee and the unit owner for whom such work was performed. Neither the association, nor the board, nor management are liable for any disagreement as to the quality of the work performed.

MANAGEMENT OFFICE

The Management Office is located in the southeast corner of the mall in Suite 107. Office hours are Monday and Friday 8 AM to 5 PM, and Tuesday through Thursday 8 AM to 6 PM, with the exception of holidays approved by the Board, or if otherwise posted for staff meetings and activities. The office will be closed on Saturday, Sunday, and any posted holiday.

Management staff is to conduct day-to-day business operations as directed by the board. These include but are not limited to collecting assessments, maintaining the building, managing the staff and projects approved by the board, producing monthly financial reports for the board and enforcing the rules. Because of the nature of the association's business operations, residents and owners are encouraged to schedule appointments for the purpose of addressing issues, making complaints or general inquiries, and conducting business requiring the board's attention.

Request to Examine Association Records

A unit owner, authorized agent, or attorney for the owner (collectively referred to as "Requestor") seeking to review specific association documents and records must submit a request in writing to the attention of the property manager on a form distributed by the Management Office. The request must state the purpose for reviewing specific documents and records and be submitted to the Management Office. The Management Office has the right to grant or deny requests based on the provision found in Section 19 of the Illinois Condominium Property Act and Chicago Condominium Ordinance.

The requestor may be charged the cost of retrieving and making any requested copies. Copy fees will be waived for board members and chairs of committees. A written request is required from all requestors.

A review of video footage of the common areas (i.e., Front Desk, Loading Dock, circle drive, Garage, elevator, etc.) may be requested within three (3) business days, if still available, with a valid purpose and a reasonable limited time.

Staff Complaints and Disputes

Abusive or threatening language or behavior, or hostile acts directed toward any employee, board member, resident or the management of the Park Tower Condominium Association by any owner, renter or guest thereof, may result in the imposition of fines and/or termination of privileges after an appropriate hearing by the Rules and Regulations Committee and recommendation to the board. Complaints regarding an employee's performance or behavior should be addressed to management. Complaints about management should be forwarded to the supervisor of the managing agent or to the board president.

COMMISSIONS (COMMITTEES)

The board has authority to establish commissions (hereafter referred to as committees) by "charter." Commissions assist and make recommendations to the board. The board appoints the chairperson for each committee and maintains their charters, which establish guidelines regarding membership, policies and procedures. Committees include but are not limited to the following:

- Budget and Finance
- Health Club
- Home Improvement
- New Resident
- Rules and Regulations
- Social

Committee meetings -- except those involving either hearings for infractions of the rules or those involving discussion of salaries, wages and benefits of staff -- are posted and open to all owners. Owners are encouraged to volunteer and participate on committees. Occasionally, the board may seek volunteers for new or ad-hoc committees, for the purpose of completing specific tasks. Copies of committee charters are available from the Management Office and online.

COMMON AREAS AND AMENITIES

The term "Common Areas and Amenities" includes all areas owned by the association for the common use and enjoyment of owners. Any person who damages the common areas or amenities of the building

will be responsible for the damage and subjected to a fine, dependent upon the extent of the damage incurred.

BICYCLE STORAGE RACK

The outside bicycle rack is designated for transient and daytime storage only. Bicycles left after midnight will be removed, held for 30 days, and not released until a fine is paid. The association will not be liable for any loss or damage to a bicycle. Overnight bicycle parking is not permitted.

BICYCLE STORAGE ROOM

Residents interested in storing bicycles in the Bike Room shall register their bikes with the Management Office. An annual registration fee, not subject to proration, is charged per bicycle. Monthly licenses are available. The Bike Room is located on the first floor adjacent to the Loading Dock. The board reserves the right to assign specific spaces to the elderly and to persons with limited physical ability. Maintenance may require removal of all bikes from time to time with advance notice. Failure to remove bikes will result in the bike being removed by staff and a fee added for non-compliance and subsequent storage.

1. All bicycles shall be properly registered with the Management Office and have an official decal affixed to them. Any bicycle not properly registered will be immediately removed.
2. Bicycles shall be stored in an orderly manner by locking the rear or the front wheel to the storage rack.
3. Bicycles are not to be ridden in the building. Residents shall walk their bicycles into and out of the building.
4. Bicycles shall be moved via the service elevators, to be accessed through the Garage and service entrances.
5. Neither management nor the association shall accept or incur any responsibility for damage to or theft of a bicycle stored in the Bike Room and/or the outside bicycle rack.
6. Placing a bicycle in an unauthorized space, leaving it in the aisle, or chaining it to the fence or any other unauthorized location on the condominium property, will result in removal and subject owner to a fine for each occurrence.
7. Any unauthorized storage of bicycles should be reported to the Management Office or the Front Desk immediately. Under no circumstances should the reporting individual handle the problem.
8. Items other than bicycles are not permitted to be stored in the Bike Room .
9. The Management Office maintains a wait list for bicycle spaces. They will be made available to resident owners and tenants on the following basis: first, one space to a resident owner; second, one space to a tenant; third, a second space to a resident owner; and lastly, a second space to a tenant.
10. Once a reserved bicycle space is assigned, it cannot be changed or reassigned by individuals. However, reserved spaces may be changed or reassigned at the discretion of management or the board.
11. New bicycles shall be reported to the Management Office and require owners to affix the new decals to new bicycles.
12. Resident owners and tenants are not permitted to assign their reserved bicycle spaces to someone else or to allow another person to use their assigned spaces.
13. If for any reason a resident owner or tenant cancels a reserved bicycle space and then later reapplies, his name will be put at the bottom of the wait list.
14. Mechanical work shall not be done on any bicycle inside the Bike Room or in any common areas inside of the building.
15. Any damage to bicycles or equipment inside the Bike Room shall be reported to the Management Office. This includes any damage to other bicycles, storage racks or to the Bike Room itself.

Failure to report such damage may result in a fine and termination, suspension, or revocation of bicycle storage privileges.

16. Failure to comply with the bicycle rules will result in the revocation, suspension or termination of storage privileges. Offending owners or tenants will be required to wait either until the following year or until expiration of the suspension or revocation (whichever is longer) before reapplying for a reserved bicycle space. At that time their names will be put at the bottom of the wait list.
17. Any bicycle found without a current decal will be removed and held in storage. A notice will be posted at the bike's location. Failure to respond within 30 days will be considered abandonment and the bicycle will be donated to charity.

BULLETIN BOARDS

Bulletin boards are located immediately outside the Package Room near the service elevators on the first floor, in the Laundry Room, and near the service elevators on 1P and 2P. All bulletin boards except the one in the Laundry Room are for official communications originating from either management or the board. A portion of the bulletin board located in the Laundry Room is reserved and unlocked for use by unit residents.

Unit residents may submit requests to the Management Office for posting of events and notices on the locked bulletin boards. Individual notices should be no larger than 3" x 5" and will be posted for a period of 30 days unless other arrangements are made with the Management Office. Event communication should be no larger than 8 ½" x 11" and will be posted as space allows for no longer than one week.

CABLE AND INTERNET SERVICES

Astound Broadband services the building through bulk cable and internet contracts negotiated by the board. Cable and internet services are available to all residents and are charged directly to the monthly statements pursuant to section 18.4(o) of the Illinois Condominium Act. Residents may purchase additional premium cable services through the provider.

Residents are prohibited from making any modifications or independent connections to the cable and internet outlets. Residents will be charged and fined for any repairs necessary to correct such unauthorized modifications.

AT&T fiber has been installed throughout the building, up to unit entrance doors, for possible use at a later date or should any owner want to contract with AT&T on a retail basis over the fiber network. Since Park Tower is currently contracting at a bulk rate for broadband service with Astound, such service would be at owner's expense. Any expenses related to installation of such services, maintenance or care of the network and lines serving the individual unit will be the responsibility of such unit owner.

CORRIDORS AND STAIRWAYS

Consistent with City of Chicago Fire code, no personal belongings may be stored in hallways or stairwells. Obstruction of the common areas, including corridors and stairways, creates a fire and safety hazard and is strictly prohibited. Boots, doormats, strollers, umbrellas, water cooler bottles, and other items shall be kept inside units.

Unit entrance doors shall be kept closed when not in use. Propping unit doors open violates city fire ordinances and creates air flow problems within the building.

Smoking is prohibited in the stairwells, corridors or any common areas of the building.

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

Residents may not sweep anything out of doors into hallways, corridors, stairways or elevators, or throw anything out of the windows.

Water deliveries shall not be left in the hallway and should be arranged for a time residents are home.

No electrical cords and/or extension cords shall be plugged into hallway or common area electrical outlets, with the exception of those being used by staff for maintenance purposes or other contracted activities at the direction of the board or management. No electrical cords of any kind shall extend outside unit entry doors. Use of common area electricity by a resident or owner may be considered theft and subject the unit owner to a fine.

DOLLIES, FLATBEDS AND LUGGAGE CARTS

Luggage carts may be used for luggage, clothing, and other light-weight items such as groceries. They shall **not** be used for moving furniture, or construction materials.

Dollies and flatbeds are available to residents for loading, unloading and transporting heavy duty items such as appliances, construction tools and materials, furniture, heavy groceries, household items, packages, etc...

All dollies, flatbeds, and luggage carts must be checked out by signing in and out at the Front Desk. A valid ID is required. These items shall be returned within an hour unless an extension is granted. Under no circumstances shall a dolly, flatbed, or luggage cart be removed from the building property.

Misuse or abuse of association property is prohibited. Cost to repair any damages will be assessed to the owner's account and a fine may be applied for misuse.

ELEVATORS

Passenger elevators #1-4 are designated for the transportation of passengers only. Elevators #5 and #6 are service elevators with access to the Garage and Laundry Room, and also used for moves. The #5 elevator can be entered from the service area and exited either to the service area or main lobby or to the residential hallways for floors 23 thru 55. Elevator #6 is a service elevator and can be accessed only through a service entrance. Security cameras are located in each of the elevators.

Bicycles, golf bags, laundry carts, luggage racks, open shopping carts, skis, scooters, and any large items shall be transported via service elevators only. Wheeled items are not permitted in passenger elevators other than suitcases, wheelchairs and baby strollers.

All workers and tradespeople delivering materials and/or equipment, or rendering services to residents, shall use the service elevators. Opening of the hatch at the top of an elevator for any reason is prohibited.

Only service elevators are permitted to be used for the purposes of construction, deliveries (appliances, furniture and other large items), moving-in and out of the building, and transfers. Reservations are required with a minimum 7 days advance notice and can be made by contacting the Management Office. Owners and residents who pay to reserve the elevator will have priority use over those who do not. Individuals who reserve the elevator in advance will be allowed four hours for the use of the elevator and

a four-hour dock parking pass for one vehicle. Failure to make a reservation in advance may create a significant delay or inconvenience residents, and a fine may be assessed. Security guard supervision is required for all reserved use.

Owners will be charged for any associated damage to the common elements.

FIRE EXTINGUISHERS

Hand-operated fire extinguishers and fire hoses are located in the stairwells on each floor, the Laundry Room, and the Garage. Fire extinguishers shall not be removed except in a fire or other emergency. See the Resident Emergency Procedures manual for more information.

GARAGE

Parking is available in the Garage for cars, SUVs, motorcycles and any other automobiles or vehicles with combustion engines or electric motors. With the exception of the driveways and temporary parking in the front Circle Drive and the back dock for unloading and loading, such vehicles are not allowed anywhere on the premises including common areas and in the units.

Permitted Vehicles

The following are defined as permitted vehicles: passenger-type automobiles not exceeding 5'10" high by 6' wide; licensed and registered motorbikes and motorcycles; sports utility vehicles (SUV's); and taxis.

Non-Permitted Vehicles

The following are defined as vehicles that are not permitted to park in the Garage: abandoned vehicles such as vehicles in a state of disrepair rendering them incapable of being driven in their present condition; vehicles without a current or valid license plate or municipal sticker; vehicles clearly indicative of having been abandoned; boats, campers and recreational motor vehicles (RV's); commercial vans or pickup trucks; and emergency vehicles (ambulances, fire and police department vehicles).

Types of Vehicle Parking

Although units are not assigned parking spaces, both valet and reserved parking are available to residents by license for a monthly fee. The Management Office will maintain a wait list if the Garage has reached its capacity. Guest parking is available for a fee.

Guest Parking As a service to our owners and tenants, some spaces in the Garage are kept available for guest parking. Guest coupons are available for sale from the Management Office. Coupons are sold in strips of five and each coupon is valid for six hours. Three coupons are required for a 24-hour stay in the Garage.

Monthly Day Only (mall merchants and their employees only) The hours for monthly day-only parking are from 7:00 AM until 7:00 PM. Overnight parking for monthly day-only parkers is prohibited and may result in the towing of the violator's car at the owner's expense. Mall merchants and their employees are not eligible for valet monthly parking or reserved parking.

Motorcycle Parking Motorcycles may park only in designated spaces and are subject to all of the same rules and regulations as for other motor vehicles.

Non-Resident Valet Parking Indoor parking is offered at a premium rate to non-residents of Park Tower. A cashier's check or money order is required up front for a two-month deposit plus the first month's license fee.

Reserved Parking (assigned spaces, non-attendant-assisted) Reserved parking is available on levels 1P and 2p.

Reserved Premium (assigned spaces, non-attendant assisted) Reserved premium spaces are located on levels 1P and 2P. Generally, these locations are the spaces closest to doors, or larger than usual parking spots.

Tandem Parking Park Tower provides a limited number of fore/aft tandem assigned parking spaces at reduced cost. These spaces will be offered to owners and tenants on a "partner" system. It is the responsibility of owners or tenants who wish to take advantage of a tandem space to find their own partners. Tandem parkers who lose partners must find new partners within 30 days in order to keep their spaces. A tandem parking space may not be used as a single parking space unless there are extra tandem spaces available and the parker pays the full tandem rate.

Valet Parking Valet monthly parking is allowed only on level 1P.

Parking Rules and Procedures

The daily operations of the Garage are the responsibility of the parking attendants and management. All business inquiries, suggestions or complaints should be directed to the Management Office, not to individual attendants. Parkers who would like to appeal a specific decision made by management may submit a written request to the Management Office to be forwarded to the board for review.

All regular Garage parkers shall sign a license agreement regarding the rules and regulations before being given permission to park. Tenants applying for parking shall also have the unit owner's authorization, and the unit owner shall sign the agreement.

All vehicles shall be registered with the Garage office and display on the windshield a valid Garage parking decal, an hourly parking ticket, or a temporary Garage permit. Vehicles that display none of the above will be considered illegally parked and will be towed at the owner's expense. The association will not be liable for any damage to the vehicle.

The license agreement may be revoked and a vehicle may be towed at any time should a resident be found in violation of the following Garage policies:

1. All non-owner residents shall have the owner's permission to rent garage space.
2. Parkers shall inform the Management Office when obtaining new vehicles so that new decals can be issued.
3. Parkers are prohibited from assigning garage spaces to others and/or allowing guests or household employees to use their spaces.
4. Parkers who block other parked vehicles shall leave the keys in their vehicles or at the Garage office. Failure to do so may result in towing at the owner's expense.
5. Park within the yellow lines.
6. The Management Office will assign tandem and reserved parking spaces.
7. Valet and day parking on level 1P does not entitle the parker to exclusive use of a specific space.
8. Parkers with reserved parking will not be allowed to change spaces unless requested in writing and approved by the Management Office.

9. Parkers who cancel a license agreement for any reason and later reapply for a space, will be placed at the bottom of the wait list.
10. The speed limit is 5 miles per hour and must be strictly observed. Parkers who repeatedly drive past the allowable speed limit will lose parking privileges.
11. Automobile greasing, oil changes, painting, repair, spraying or other type of fume-producing work is not allowed on the driveway or inside the Garage. Minor emergency repairs such as changing flat tires are permitted when necessary; however, any damage caused to the common area by an owner, guest, tenant, family or invitee shall be paid for by that owner.
12. All cancellations require a 30-day written notice and the return of the parking sticker. Failure to comply will result in the loss of security deposit.
13. For purposes of security and efficiency, all monthly parkers are required to use their security devices to exit the Garage. Garage management will note monthly parkers who do not use their devices. A letter will be forwarded to monthly parkers who are in violation. Repeated offenses over a 30-day period will be considered a breach of the agreement and will be referred to the Rules and Regulations Committee and may result in a fine and/or loss of parking privileges.
14. Parkers will be responsible for cleaning of any fluid leakage. The parker will have two weeks to clean up the leakage. If the owner does not comply with the request, the Management Office will assess a cleaning charge. In the event the fee is not paid in 30 days from the date of billing, and/or the automobile leak has not been corrected, the parker will lose parking privileges.
15. Vehicles may need to be moved from time to time for cleaning or maintenance of the Garage. Reasonable notification will be given. Failure to move a vehicle may result in a fee or towing at the parker's expense. Failure to remove a vehicle multiple times may result in loss of parking privileges.
16. All vehicles shall be in an operable condition. A vehicle left inoperable for more than 30 days may be towed at the owner's expense and the parking space will be lost.
17. Parkers assigned to 1P spaces are advised that this level of the Garage includes valet parking, and that self-park and tandem spots may cause occasional blocking of the vehicle by other parkers and require assistance of a garage attendant.
18. Parkers on the wait list will be contacted, in the order of sign-ups, as spaces become available. A wait-listed parker who rejects a reasonable space when one is offered will be moved to the bottom of the list. Failure to accept a space within one business day of notification will result in being bypassed.
19. Owners are responsible for all licensee fees related to their unit, including those of co-occupants and renters. The fees will be charged to the owner's account and are subject to the same payment terms and late fees as other charges.
20. A third vehicle associated with any single unit may only be parked using valet service.
21. The association owns the decals used for parking licenses. Any unreturned decals will, upon termination of parking, result in an additional one-month parking license fee.

How Parking Spaces Are Assigned

Monthly parking spaces will be made available to Park Tower owners and tenants in the following order.

1. Resident owners -- a reserved or unreserved space or a reserved two-car tandem space.
2. Resident owners -- a second individual reserved or unreserved space.
3. Tenants -- a reserved or unreserved space.
4. Tenants -- a second individual reserved or unreserved space.

Electric vehicle parking spaces are available on a first-come, first served basis for an additional charge.

Parking Fees

The board has the right to assess and collect fees from people who use the Garage. Monthly fees are billed separately to the unit owner. In the event of non-payment, fees are added to the monthly statements of the unit where the parker resides. Delinquent fees become a lien on the unit. The lien may be perfected and foreclosed in the manner provided for in Section 9 of the Illinois Condominium Property Act, as amended. The owner(s) of the unit where the parker resides will be responsible for fees assessed or liens placed on the unit, regardless of whether the parker is an owner or tenant.

The monthly parking fee is due from the unit owner on the first of each month and is considered delinquent on the 10th of each month. If the parking space is licensed to a renter, it is understood that the unit owner and renter should come to an agreement about how payment will be rendered. Parking fees and late fees are subject to change. A late fee will be charged for payments not received by the 10th of each month. Delinquency in payment of forty-five days or longer may result in the loss of parking privileges, the unit owner's account being forwarded to the association's attorney for collection and the vehicle being towed at the owner's expense, without liability to the association for any damage caused. Interest may be applied to overdue accounts. Four delinquencies within a 12-month period will result in revocation of parking privileges.

Credits will not be allowed for any absence from the Garage. No credit will be given for vacation or other periods when the space is not in use.

In the event of a dispute, parking fees shall continue to be paid on time until the dispute has been resolved.

Damage Claims

Any damage claimed shall be filed in a written report to the garage attendant on duty before the vehicle leaves the garage premises. The association is relieved of any liability for damage reported after the vehicle has left the Garage. Once a claim has been made and liability acknowledged by management, the parker may choose to arrange repair to the vehicle through Park Tower or be compensated for the damage based on competitive estimates from two repair shops: one chosen by the claimant and one by management. Claims will not be considered if the damage is reported after the vehicle leaves the garage.

The association's liability is limited to a maximum of \$500 in reimbursement per claim for damage to a vehicle. This limitation is included in the Garage license agreement.

Claims against the association will not be accepted or considered unless a garage attendant caused the accident, or unless there is reasonable evidence that the damage occurred in the Garage. All vehicles driven in the Garage by anyone other than a garage attendant are driven at the sole risk of the owner.

The association is not responsible for scratches, door chip damage or damage to bumpers on vehicles parked in the Garage, unless reasonable evidence is present that an attendant took possession of the vehicle and caused the damages. Management will investigate all such damage claims and make a determination based on the evidence available. If a parker finds a flaw with the determination of management, the decision can be appealed in writing to the board.

The association is not responsible for personal property left in the vehicle.

Damage to Garage Property

Any damage to the Garage caused by parkers will be the sole responsibility of the parker. Reimbursements shall be made within 30 days of the date that the parker receives written notification of the damage, the date of its occurrence, and repair costs. In the event of non-payment, reimbursements become a lien on the unit. The lien may be perfected and foreclosed in the manner provided for in Section 9 of the Illinois Condominium Property Act, as amended. The owner(s) of the unit where the parker resides is responsible for reimbursements assessed on or liens placed on the unit regardless of whether the parker is an owner.

Termination of Parking Privileges

Parkers who no longer reside in the building will have their privileges terminated.

Parkers may have their parking privileges revoked if they accrue four delinquent charges in a period of one year. The board may designate a person, persons or a commission to make determinations of violations. In case of an alleged violation, the parker will receive written notification of the date, time and location of this hearing at least 10 days prior to the date.

In the event that a parker whose parking privileges have been suspended continues to park in the Garage, the vehicle will be towed from the Garage at the owner's expense.

HALLWAY ELECTRICAL OUTLETS

Usage of electricity from hallway and other common area outlets by contractors or residents is expressly prohibited. Such usage is considered stealing of a common element and will be subject to a fine. Cords crossing hallways are dangerous and should be avoided when possible. An exception to this is under the skylight in the mall and party room, where residents and guests may plug in computers as a courtesy.

HEALTH CLUB

Health Club facilities are available for use by club members only. The Health Club is located on the second floor and is open year round, 5 am to 11 pm. The club offers an indoor pool and whirlpool, an outdoor wading pool, a weight room, a cardio room, a racquetball court, saunas, locker rooms and other amenities. Three types of membership are available: single, double (limited to two persons occupying the same unit), and family (limited to 2 parents and 2 children or 4 family members occupying the same unit). Membership is subject to a fee. The membership agreement is available from the Health Club attendant and the Management Office.

The Health Club attendants are not lifeguards. All persons swim at their own risk.

Terms and Conditions

Membership fees shall be paid by check or money order or added towards the next monthly statement. Cash shall not be accepted. Membership fees are not refundable for any reason and apply only to the time period following payment of fees. Membership is offered for a one-month, six-month, or a one-year period, as well as daily passes. Guest passes are available for guests of members at a reduced rate from the Health Club and the Management Office. Members may be accompanied by a trainer, and by children under 16 years of age who are members. Children under 16 years of age must be accompanied by a guardian. Children under 12 years of age cannot use the weight room or the cardio room. If the trainer or guardian is using the facilities, a guest pass must be purchased.

Entering the Health Club facilities by non-members is not allowed, with the exception of prospective buyers or renters being escorted for viewing by a current unit owner or real estate agent after receiving permission from the Management Office or checking in at the Front Desk. Non-member unit owners or their guests, or renters, found to be using the facilities will be considered trespassing. The unit owner will be charged the full rate of a membership.

Additional rules and terms and conditions for use by members are posted and included with the membership agreement, and shall be followed by all members, their guests, trainers and guardians.

LAUNDRY FACILITIES

The laundry facilities are located on 1P and are accessed only by the service elevators. The Laundry Room is available to residents only and for personal use only. Facilities are open and accessible every day from 5:00 AM to 1:00 AM.

The washers/dryers do not accept cash. Park Tower management uses a vendor to service washers and dryers. Laundry cards may be purchased through the VTM machine located in the Laundry Room. Money can be added to the card. Credit and debit cards may also be used. Fees for cards and operation are posted.

In case of a machine malfunction, residents shall place an "Out of Order" sign on the machine and notify the Management Office of the problem. The service company will reimburse the resident for any money lost as a result of malfunctioning equipment or a defective laundry card. The Management Office may be contacted to initiate the reimbursement process.

Residents should contact the Management Office or the building staff immediately in case the VTM machine is inoperable. An "emergency card" may be borrowed from the Front Desk; this card and any monies used shall be returned to the lockbox at the Front Desk on the same day.

Smoking, eating, audible music, loud telephone conversations, and use of speakerphones are prohibited in the Laundry Room.

Ironing and hand-washing laundry is prohibited. Rinsing and treating stains of individual items can be done at the washbasin.

Tables and countertops are intended only for folding and organizing laundry.

Laundry appliances shall be kept clean including exterior appearances and interior washer and dryer lint traps. Patrons should remove laundry no later than five minutes after completion of the cycle.

The association does not assume responsibility for loss or damage associated with the use of the laundry machines and/or any laundry left unattended.

LOADING DOCK

Subject to availability, parking is permitted at the Loading Dock for 30 minutes between 7:30 AM and 8:00 PM for active loading and unloading. Vehicles remaining beyond 1 hour will be subject to being towed. Parkers shall sign in on the posted clipboard on the wall next to the Security Office and get a dashboard pass from security or the Management Office.

For moves, construction projects or other activities requiring extended parking on the Loading Dock, please see the relevant topics for applicable policies regarding use of the Loading Dock. Four-hour parking is permitted on the dock for residents who have scheduled a service elevator reservation, for no more than one moving truck, van or vehicle.

Eight-hour parking passes are also available for purchase by residents and their contractors performing construction, remodeling or similar services to units. Passes are available from the Management Office and must be displayed on the dashboard of the vehicle, visible for staff to view and confirm. Parking is permitted Monday and Friday, 8 AM to 5 PM, and Tuesday, Wednesday, and Thursday, 8 AM to 6 PM. Parking in excess of eight hours will subject the parker to risk of being towed and/or fined.

LOBBY AND MALL

The Lobby provides temporary seating for residents and guests. Prolonged socializing, eating, drinking, and smoking are not allowed in the Lobby or at the Front Desk. The Front Desk phone may be used only by building staff.

The mall is a place where residents and guests conduct business. Running, playing, excessive noise and playing with toys in the mall area are prohibited.

Individuals wearing swimsuits, pajamas, robes and similar apparel, or those without shirts or shoes, are not permitted in public areas or on passenger elevators.

Bicycles, rollerblades, skateboards, scooters and similar equipment shall not be used in the Lobby, mall or other common areas of the building.

Residents may not unnecessarily occupy the time of door or security staff.

No soliciting of any kind, such as soliciting services, commercial/business activity, begging, or campaigning/petitioning is permitted without prior written permission of the board.

PACKAGE ROOM

1. Package Room hours are 24 hours/7 days a week.
2. To enter the Package Room, you will need to be a registered owner/resident of Park Tower, with an active key fob.
3. Only residents or employees of the mall and building may have packages delivered
4. CODs (cash on delivery) may not be delivered to or accepted at the Package Room.
5. Owners and residents shall retrieve packages ASAP to avoid Package Room clutter. Anything left in excess of 30 days may be considered abandoned and/or garbage and disposed of.
6. Very large/oversized and/or heavy package deliveries should be coordinated with the Management Office and removed within 3 days or less
7. Small flatbed carts are present to assist with package delivery to units and shall be returned immediately following use.
8. A cooler is available for perishable deliveries. Items in the cooler must be removed within 3 days. Bins are present for envelopes and smaller packages. Shelves will be used for storage of most medium-sized packages and boxes. Large packages will be arranged in the front of the room.
9. Oversized-packages or belongings, including furniture and appliances, may not be delivered or stored in the Package Room. Packages must not exceed 70lbs and/or 165 inches in combined

length and girth, or more than 108 inches in length. For packages exceeding these limits, the resident should arrange for drop off at a time they are home.

10. Park Tower staff may not assist with delivery of packages to units and should not be handling personal belongings or property. However, please alert the Front Desk or Management Office if there is a problem or if you need assistance of any kind.
11. Package room volunteers will not sign for receipt of any packages.
12. The Park Tower Condo Association, its Board of Directors, staff and management will not be responsible for the condition of any items delivered or stored in the Package Room, including items alleged to be missing or stolen.

PARKING AREAS, CURBS, DRIVEWAYS

The Chicago Fire Department requires open driveways. Therefore, circle driveway parking must be limited to fifteen minutes, and registration at the front desk is required. Vehicles in violation of these regulations will be towed at the expense of the parker.

As space permits, 30-minute parking is allowed in the dock area behind the building for individuals actively loading or unloading materials. You must sign in on the clipboard next to the security office.

PARTY ROOM

The Party Room is located on the second floor and is available for use by owners and residents. The room is equipped with a complete kitchen. A fee is charged and a refundable security deposit is required for up to eight hours of reserved use. All requests for use must be submitted to the Management Office in writing at least one week in advance of the requested date. Reservations for the Party Room are based on a first come basis on any day other than New Years Eve, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day. Association events have priority for the use of the room. The board and management reserve the right to permit the use of the room as they deem appropriate.

Party Room Rules

1. The Party Room may be used for free for events and functions to which all residents are invited.
2. The maximum number of guests permitted is 75.
3. The resident must be in attendance at all times.
4. In the event the resident is unable to control guest conduct, the security officer or management has the right to halt the party at the host's expense.
5. Management reserves the right to grant or deny requests for the use of the Party Room based on the type of function, the number of attendees and security needs.
6. Guests may not be charged an admission fee and liquor may not be sold at private parties.
7. A security officer must be present for all parties serving alcoholic beverages. A fee is charged in advance for up to four hours of supervision provided by the association.
8. At least one week prior to the requested date, the resident must provide the Management Office with a guest list. Each guest must provide identification to present to the door staff, who will have the attendance list. Failure to submit a guest list one week prior to the scheduled event may result in the cancellation of the function.
9. Guest activity beyond the Party Room is strictly prohibited.
10. Live bands and/or loud noise are not permitted.
11. The Party Room may not be used for commercial purposes except by mall merchants.
12. Party Room reservations are subject to the payment of fees one week in advance. The reservation fee will be refunded only if the cancellation is made at least three business days prior to the scheduled event.

13. Non-owner residents can reserve the Party Room only by obtaining the unit owner's permission. Owners are responsible for any and all applicable fees and damages.
14. Any unit owner or resident who wishes to use the party room for a maximum of four hours per week, and a maximum of two hours in any given day, may do so at no charge, provided the use is for activities that are open to all residents, but residents only. Such activities may not be commercial in nature, nor may they involve the use of the kitchen. A waiver of liability, which can be obtained from the Management Office, must be signed by the individual using the Party Room. The unit owner/resident may book the two-hour time slots no more than one week in advance. A security deposit must be left with the Management Office and may remain in the office for repeat uses of the room. Activities that may cause physical damage to, or soil the Party Room in any way are prohibited.
15. Illegal and/or offensive activities are not permitted in the Party Room.
16. All activity shall end by midnight.
17. A minimum of two hours must be allotted to permit adequate cleanup between events. In the event the room is not properly cleaned, management has the right to apply the cost of cleaning against the security deposit. (If our staff does any cleaning, then there will be a charge.) The room should be returned in the same condition it is found.
18. Any expense including damage to equipment, the building or association property caused by the resident or guest(s) shall be the responsibility of the resident, and the cost exceeding the deposit amount shall be added to the owner's account.

ROOF GARDEN AND SUNDECK

The Roof Garden is located on the south side of the second floor and is available for use by all Park Tower residents and their accompanied guests. The Sundeck is located on the north side of the second floor (located directly outside the pool area). It is for use by members of the Health Club only. The Roof Garden and Sundeck will usually be closed during the winter and inclement weather, including thunderstorms, snow, ice, and temperatures below freezing when there may be a risk of ice falling from the tower.

Privately-owned barbecues, hibachis, and similar devices are expressly prohibited on the Roof Garden, except for association sponsored activities. Glass containers are not allowed in the Roof Garden or Sundeck. Littering, damaging, throwing things (cigarette butts, paper, plastic, etc.) onto or off of the Roof Garden, or causing any annoyances or disturbances is prohibited. Smoking is allowed on the far east side of the roof deck next to the ashtray stand. Smoking is prohibited on the remaining areas of the Roof Garden and Sundeck. Bicycles, rollerblades, skateboards, scooters, sports balls, and similar equipment shall not be used on the roof deck. Residents and guests should stay out of the pond. Offending residents will be banned from using the area and held responsible for the full costs of repairs to and/or replacement of damaged property.

Use of the Association grill stations is first come first served, but residents should check in with the Front Desk before and after you plan use. Maintenance will make themselves available to check things out and provide help if needed. They will ensure the grill is properly working and the station is clean. If you need help and are waiting for maintenance, please have patience – they are happy to help, just sometimes there may be other active situations they are addressing.

When using the grill stations on the roof deck, an instruction card is provided at the grill station which includes operating instructions and safety features.

Open the hood before lighting. Do not attempt to ignite burners while the hood is closed. Follow the instructions for turning on the gas, burners, and safety timer. When you're finished grilling, please allow time for the grill to cool down, then brush residue and excess debris off the grates. Then follow the instructions for shutting down the grill and turning off the gas and let the staff know you are finished.

In addition to the stationary grills, the Association expects to keep one mobile grill station available in the summer and early fall. The mobile grill is intended to be used at the far east side of the deck. Residents must check with the front desk to use the mobile grill in the same way as the stationary grills. Users must keep the grill free of excessive residue and debris, and shut the gas off after use.

SECURITY DOORS AND BUILDING ACCESS

All residents are required to purchase a security device (key fob or key card) to use for entry into the building. Residents will be required to use this device to gain access and to carry it whenever leaving. To gain admittance without the device, the resident/owner shall report to the Front Desk, verify identity and sign an admittance form.

Residents shall use caution when entering and leaving the building to avoid allowing access to strangers. All doors requiring the use of a security device shall be closed securely after entering. Any suspicious persons or activities must be reported to the door staff or to the Management Office.

A lost key fob should be reported immediately to the Management Office. The cost of replacement will be charged to the owner. Only one such device will be programmed per registered resident.

STORAGE LOCKERS

Storage lockers are located on each floor next to the service elevators. Storage lockers are numbered to correspond to unit numbers. Not all units have storage lockers on the same floor as the unit. Using another unit's storage locker without written permission of the unit owner is prohibited. In addition, there are small and large lockers available on 1P for an extra charge, first come, first served.

Flammable materials, explosives and other materials deemed by management or the board to be unsafe or not suitable may not be stored in lockers. Such materials include non-latex or non-water based paint, paint thinner, aerosol cans, cleaning fluids, gasoline, packing materials (i.e. Styrofoam peanuts), ammunition and liquor.

All personal belongings must be stored entirely within the storage locker, with no portion extending beyond its perimeter. Belongings are not to be stored in the passageways of the storage rooms. Any belongings stored outside the locker will be removed and disposed of without recourse by the owner. The association is not responsible for belongings left in storage rooms; all belongings are stored at the owner's risk.

USE AND OCCUPANCY

APPLIANCES

In-unit appliances are the property of unit owners. Repairs, maintenance, and replacement are the sole responsibility of the unit owner, and in most cases building staff are unable to assist with repairs as they may not have the technical expertise that is necessary to fix the appliance.

Clothes washers, dryers and dishwashers may not be installed without written approval from the association. Traditional washers and dryers may be installed only in combined units, after approval by the board. Written requests for “HE” (high efficiency) low capacity/low suds washers and ventless dryers in non-combined units will be considered on a case-by-case basis. Such requests should include type, model number and, in the case of washers and dryers, the identity of the installer. Portable dishwashers are prohibited. Replacement of existing dishwashers does not require approval, but shall be “HE” (high efficiency) models only.

The use or storage of charcoal burners, liquid petroleum, gas-fueled or any other open-flame cooking devices (such as barbecues) is prohibited in all units. Generating excessive odors that enter other units, from cooking or use of appliances, is prohibited.

CONSTRUCTION AND REMODELING INSIDE THE UNITS

All construction, remodeling and repair projects within a unit shall be approved in writing by the association prior to commencement of any work. Unit owners can get a Remodeling Policies and Procedures packet from the Management Office or online, and shall complete the application and follow the guidelines therein for completing such work. If there are any changes to the unit that are deemed structural in nature by management, the association’s engineering firm will be consulted for guidance and authorization of the project.

Insurance, licenses and permits may be required depending on the type of construction performed. All contractors working in the building are required to carry a minimum \$1,000,000 of general liability coverage and \$500,000 workers compensation coverage. A certificate of insurance naming Park Tower Condominium Association, its Board of Directors, managing agent and staff as additional insured, shall be presented to the Management Office for verification before a contractor is hired to perform any work in a unit. Noise and/or disturbance-generating work is limited. Construction work should be completed within 6 months from the beginning of work, and if this deadline is passed, then the construction deposit is forfeited.

All work shall be performed between 9:00 AM and 4:30 PM, Monday through Friday, and is prohibited on the following holidays: New Year’s Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Contractors or any individuals doing work in units shall not use the common elements as preparatory areas or to store tools, equipment or supplies. All work shall be done within the unit. Owners will be held responsible for cleanup and repairs to damage caused to the common elements. In addition, each evening the area outside the unit and hallway shall be left clean and in good condition. The cost of any cleanup or repairs shall be charged back to the unit owner.

Management shall be provided at least 7 days written notice in advance of any work scheduled in a unit that requires shutting off utilities such as cable, electric, telephone or water to other units. The association will give affected units at least 3 days notice of such shut off.

The service elevators shall be used for the transport of contractors, tools or materials for construction, remodeling or repairs. The elevator can be reserved pursuant to the procedures in the remodeling packet. Otherwise, anyone doing such work shall be required to yield to all other traffic, examples being other residents and scheduled moves. Elevator doors shall not be held open.

Any plumbing, tubing or hose under pressure must be made of copper, in accordance with City of Chicago municipal codes.

DECLARATION OF CONDOMINIUM OWNERSHIP

The declaration and by-laws are incorporated into the house rules by reference. Any violation of the association's declaration and by-laws shall constitute a violation of the house rules and will be subject to a fine. Copies of all governing documents are available online and from the Management Office.

DELIVERIES

Park Tower Condominium Association may designate the time and method for moving items to and from the unit. Examples are furniture, merchandise, goods, freight and other such items. All deliveries shall be made through the rear entrance and only by use of the service elevators. The association does not take responsibility for loss or damage to the property delivered to the building. Deliveries and packages should not be left with any building employee. Deliveries for non-residents are strictly prohibited. The guidelines for permitted deliveries are as follows:

1. Commercial furniture and appliance deliveries may occur between 9:00 AM and 7:00 PM, Monday through Saturday, provided that the delivery does not exceed one hour and does not require an advance elevator reservation. A maximum of three elevator trips will be allowed for such deliveries, with a 60-second maximum of elevator door holding time. Such deliveries will yield use of the elevator to residents or other individuals who may be present or have a previously scheduled elevator reservation.
2. Restaurant and grocery deliveries will be directed to the service elevators, after signing in at the Front Desk.
3. Owners, tenants and guests using carts to bring goods and merchandise into the building shall use service elevators.

For security purposes, the association reserves the right to designate, restrict and control all sources from which residents may obtain delivered items such as food, beverages and laundry; and to limit entry to the building by tradespeople, delivery and sales people. A sign-in book is available at the Front Desk, and all service/delivery employees are required to sign in before being admitted into the building.

Due to City of Chicago fire code, deliveries may not be left outside unit doors. Building personnel will not sign for any deliveries under any circumstances.

A dolly and flatbed may be checked out by contacting the lobby front desk or security.

DISTURBANCES

In consideration of and cooperation with others in the Park Tower community, residents shall not disturb or interfere with the comforts, rights, safety and quiet enjoyment of other owners, residents and their guests. Activity shall not be carried out within a residential unit or in the common elements which may be, or may become, an annoyance or nuisance to owners or occupants of other units.

While the proximity of units to one another makes it impossible to filter all noise and activity between them, any disturbance or activity which would, in the sole and absolute discretion of the association, be reasonably likely to annoy or disturb other residents is strictly prohibited. Examples of a disturbance include but are not limited to cigarette smoke, marijuana smoke, vaping, cooking and other noxious odors, domestic disputes, excessive volume caused by a musical instrument, radio, stereo, television or other equipment, social gatherings, vibrations, and loud telephone conversations.

Complaints should be directed to the Management Office or to building staff responsible for addressing the problem. If a disturbance is not resolved with the assistance of management or building staff, local enforcement authorities will be contacted. For the best response, the staff should be contacted while the condition is active so that it can be confirmed and a source more effectively identified.

EXTERIOR APPEARANCE

Residents shall not affix, exhibit, inscribe, paint or post any signs, advertisements, notices, illumination or lettering on any part of the exterior or common areas of the building. The exterior appearance of the building shall be uniform. Alterations, additions or improvements shall not be made to the common elements of the building except by the board. Nothing shall be affixed to the exterior of the building. Window air conditioning units are prohibited.

Residents shall not use blankets, sheets, foil or non-standard window coverings in place of draperies or blinds. Residents shall not place objects which are visible from the outside on any of the windows.

The corridor side of unit doors shall not be changed to detract from the general uniform appearance of the doors. A maximum of two locks and a small traditional religious emblem or icon may be affixed to the doorway as a permanent fixture. A holiday display may be attached to the door for a reasonable time period before and after a holiday. The staff will not keep track of decorations but will investigate any complaints from neighbors. Decorative door hangers are not permitted at any time of year.

Political or commercial displays are strictly prohibited.

FLOOR COVERING

In order to minimize the transmission of sound between units, owners are required to submit a sample of the flooring, and proposed underlayment, as well as manufacturing specifications. The Association reserves the right to inspect the floor covering before, during, and after the installation process. Failure to comply will result in penalties.

In addition to the underlayment, at least eighty percent of the floor in each room shall be covered with adequate carpeting or other forms of padding with equivalent sound-absorbing characteristics.

Kitchens and baths do not require an underlayment, unless it is required by the manufacturer's specifications and installation instruction. In addition, any plans for replacement in kitchens and bathrooms still require review and approval like other such improvements. Foam rubber padding requires a minimum density of 14 lbs/per sq inch, a minimum thickness of 3/8", and a minimum weight of 48 oz/per sq yd. Other padding is required to have equivalent sound-absorbing characteristics.

Prior written board authorization is required for all new installations and replacement of hard surface flooring including, among others, parquet, hardwood, wood laminate, marble, ceramic, stone, slate, and vinyl in rooms other than kitchens and bathrooms. Board approval will not be granted unless the following specifications are satisfied:

Hardwood Flooring

Minimum underlayment shall include at least ¼ inch cork for sound absorption (or an industry accepted equivalent) adhered with latex adhesive to the bare floor, covered by at least ½" plywood adhered with latex adhesive to the cork. Hardwood flooring shall adhere to the plywood per manufacturer's recommendations. Nails or staples are not to penetrate the cork or other soundproofing material. A gap

of at least ¼" must be left between the flooring and any walls (to minimize sound transmission and to allow the flooring to expand with humidity) and shall be filled with insulation board, cork or flexible caulk. If necessary, baseboard or molding may be installed to conceal the gap.

Marble, Ceramic or Stone Floors

Minimum underlayment shall include at least ¼" cork (or an industry accepted equivalent) adhered with latex adhesive to the bare floor, covered by mud flooring and then covered by the marble, ceramic or stone. A gap of at least ¼" must be left between the flooring and any walls (to minimize sound transmission) and the gap must be filled with insulation board, cork or flexible caulk. The gap shall not be filled with mud flooring or grout. If necessary, baseboard or molding may be installed to conceal the gap.

Vinyl and Other Resilient Floor Coverings

In rooms other than bathrooms and kitchens, the minimum underlayment shall include at least ¼" cork (or an industry accepted equivalent) adhered with latex adhesive to the bare floor covered by at least ½" plywood adhered with latex adhesive to the cork. Vinyl or other resilient flooring must adhere to the plywood following the manufacturer's recommendations. Nails or staples are not to penetrate the cork or other soundproofing material. A gap of at least ¼" must be left between the flooring and any walls (to minimize sound transmission) and that gap shall be filled with insulation board, cork or flexible caulk. If necessary, baseboard or molding may be installed to conceal the gap.

Any other installation methods or alternative underlayment materials also require prior written board approval. Soundproofing materials other than cork require evidence from the contractor or manufacturer demonstrating that the material has sound-absorbing properties that meet or exceed that of ¼" of cork.

Kitchens and bathroom floors do not require an underlayment.

GARBAGE, TRASH, RECYCLING, AND COMPOSTING

Trash containers are located at various places throughout the building. Garbage chutes are located on each floor next to the service elevators. Residents shall properly secure trash in appropriate bags and push them down completely into the chute or place it in a designated container. Garbage bags and containers shall not be dragged across the floor. Garbage, including food, shall not be left in the service areas. Spills shall be cleaned up immediately or reported to the building staff. Disposal of hazardous materials is strictly prohibited. Please use the chutes between the hours of 7 AM and 9 PM to avoid noise disturbances.

Composting bins are available in the back dock area at no charge. You must request a code from the Management Office to access the bins.

Residents shall not place large or heavy articles such as appliances, carpeting, ceramics, paint cans, construction materials, or furniture in service areas without first contacting the Management Office. Charges to the association for the disposal of such items and the cost of any necessary repairs and cleanup will be charged back to the owner's account. Items that are small enough to carry but too large for the chute shall be taken to the dumpster located in the back of the Loading Dock. Items shall never be forced into the garbage chute.

Arrangements to rent and make exclusive use of a dumpster for construction or other activities can be made by contacting the Management Office.

Residents are required via City Code to recycle aluminum, cardboard, plastic, glass, and newspaper. Recycling bins are located in the Laundry Room on level 1P and adjacent to the entrance to service elevators on level 2P. Recyclable materials shall not be left on the floor in service areas. Recycle containers are conveniently located near the mailboxes for disposal of junk mail.

GUESTS

Residents shall notify management of any guests staying in the unit for an extended period of time. A completed Permission to Enter form should be provided to the Management Office for all guests, including contact information for those guests, should they need to be reached in the event of an emergency. A guest shall be defined as any non-family member staying in a unit with a current registered owner or occupant who is actively living in the unit. Such guest stay shall not exceed 30 days, and they will not receive US Mail or packages at Park Tower. Any such non-family member guest exceeding 30 day's presence in the unit, and/or who is receiving mail at the unit, shall be considered a co-occupant resident of the unit and shall be registered with the office, consistent with relevant move-in procedures, and the unit owner shall be subject to all applicable fees.

A guest shall neither be issued a key fob, a membership to the Health Club or a parking license, nor allowed use of the Party Room, Package Room or Bike Room without being accompanied by the owner/resident. A guest shall neither be added to the association's database or resident list, nor be allowed themselves to issue permission to enter or grant access to the building to other guests. Only immediate family members can be guests for a period longer than one month. Immediate family members are defined as spouses, mothers, fathers, sons, daughters, legal guardians, sisters, brothers, grandchildren, grandparents, and in-laws.

HOARDING AND IN-UNIT HEALTH AND SAFETY

Pursuant to these Rules and Regulations, the Park Tower Condominium Association declaration and City of Chicago municipal codes 13-196-620, 13-196-630 and 7-28-060, units shall be kept in a clean, sanitary and safe condition. Reference to units includes plumbing, heating, air conditioning units and other fixtures that serve the unit. All property, belongings and fixtures shall be properly used, kept and maintained in a manner that shall not result in a nuisance or otherwise endanger the health or safety of any occupant. The presence of pests, mold, leaking or other unsafe or unsanitary conditions shall be reported immediately.

Nothing may be stored on the premises which promotes unsafe or unsanitary conditions, may cause a fire hazard or otherwise endanger the health and safety of an occupant or neighbors. Nor shall any furniture, equipment, or material which harbors insects, rodents, or other pests including cardboard and food packaging be stored in the unit or common elements. Garbage and perishables may not be stored outside of containers intended for that purpose. Unit owners and residents shall promptly dispose of garbage, refuse and recyclables, in sealed bags and only in service area chutes, recycling bins or dumpsters designated for such materials.

The association may conduct routine health and safety inspections with reasonable notice on an annual basis or in response to complaints or evidence of problematic conditions such as foul odors or excessive clutter. Unit owners and residents are required to cooperate with such inspections and address any conditions found in violation of these provisions. Conditions considered not clean, unsanitary, unsafe or hazardous may include but are not limited to the storage of belongings directly against power outlets or windows; belongings blocking ingress and egress to and from each room and the unit entrance; the presence of pests; spoiled perishables and exposed garbage; improperly stored chemicals or flammable

liquids; blocked air vents; or improper storage or use of any belongings, fixtures or materials that may result in damage to property or injury.

Unit owners and residents are required to cooperate with any cleaning, exterminating and repair procedures necessary to bring the premises into compliance with the city ordinance upon written notice from the association. Failure to comply may result in legal action to compel the unit owner and occupants to bring the unit into a clean, sanitary and safe condition. The cost of any such legal action shall be charged back to the unit owner. Occupants shall cooperate with follow up inspections scheduled to ensure conditions have been corrected and the unit is being properly maintained.

INSURANCE

The association maintains insurance policies covering, among other things, property, public liability, workers compensation and fidelity bonds for employees.

Unit owners and tenants are responsible for insuring the unit and personal belongings on the property, including storage locker items and automobiles in the Garage. Unit owners shall obtain minimum \$500,000 liability insurance coverage for each unit.

If by any act or omission committed willfully or negligently by a unit owner, tenant, guest or household pet, damage is caused to the common elements, or to a unit or units owned by others, or if maintenance, repairs or replacements shall be required due to such acts, then such unit owner shall pay for such damage and any maintenance, repairs and replacements as may be determined necessary by the association. Should any such act result in damages that trigger an insurance claim under the association's policies, the board may charge any relevant deductibles to the unit owner responsible. The association may also charge a fee for the time spent by members of management and/or employees to respond to such damages and coordinate the necessary repairs and replacements, including if necessary the time required to process an insurance claim and meet with contractors.

Failure to submit proof of liability insurance in the amount of \$500,000 per unit will result in a \$100 per month fine, to double thereafter for each subsequent month, up to the maximum fine of \$1000 per month, until such requirement is met and the fine paid.

KEYS, LOCKS, AND ACCESS DEVICES

Access Devices

A security key fob is necessary to access the building. Owners and tenants are required to submit proof of occupancy prior to obtaining key fobs. Only one key fob is allowed per registered resident. Fobs have an expiration date and need to be reactivated in the Management Office. Access devices shall not be shared with non-residents.

Keys and Locks

All owners are required to provide key(s) for all entry locks in case of an emergency. If the Management Office does not have key(s) on file and an emergency arises, locks may be drilled out or the door may be broken at the owner's expense.

Building staff will also use key(s) to gain entry into units to complete non-emergency service requests such as maintenance and work orders. Resident authorization is required.

The building staff will not admit anyone to any unit in the absence of the unit owner/resident without written authorization of said owner. All persons requesting a key from the Management Office are required to present proper identification.

LOCK OUTS

When the Management Office is closed, locked out residents can obtain assistance from building staff to enter their units. A fee is charged for this service. When the Management Office is open, a fee is not charged. In either case, residents may be required to demonstrate proof of identity.

MAINTENANCE

Unit owners are responsible for maintenance and repairs of all fixtures, betterments, and improvements within the walls of their units.

The unit owner is responsible for general maintenance, repairs and replacements to the convectors within their units, including clogged coils, dripping drain pans and broken fan motors and controls. Having the convector unit cleaned out regularly can result in better air quality and temperature regulation, as well as better energy efficiency.

Maintenance will change the filters once a year when budgeted; check for the presence and functionality of smoke alarm detectors; inspect plumbing fixtures, door closers, kitchen and bath vents; and check for other health and safety related issues. Additional filter changes can be arranged by work order for a fee charged to the unit owner's account.

MOTORIZED VEHICLE / MOBILITY DEVICE POLICY

Motorized wheelchairs or power-operated vehicles ("motorized vehicles"), needed as a result of a disability as defined by state and federal laws, are the only types of motorized vehicles that may be operated on the premises.

Residents shall operate vehicles in a conservative and safe manner, taking special precautions near doorways, in and out of elevators, at corners, when approaching pedestrians, when backing up and in other situations that present an additional risk of injury or harm to others in the vicinity. Such vehicles shall not be operated in any way that creates a disturbance or threat of harm to the driver or others, or to association property.

When used in any indoor common area of the association, vehicles shall not be driven faster than the natural walking speed of any pedestrian in the vicinity. Pedestrians shall always have the right of way over vehicles, whether indoors or outdoors.

Vehicles shall be parked only in designated areas and shall not block the ingress or egress of any person, or be operated or stopped in any place or position that creates a trip hazard to any person.

If at any time a resident's driving or parking does not conform to the standards of this policy or otherwise becomes a nuisance or hazard to the other residents, the board may, with proper notice to said resident, restrict the resident from using the motorized vehicle in certain areas and/or at certain times.

Any and all damages caused to the common elements or other units as a result of operating said vehicle will be charged to the unit owner's account.

Additional information about the use of motorized vehicles is available from the Management Office.

MOVES-IN AND MOVES-OUT

All moves require registration and shall be approved by the Management Office prior to occupancy of a unit. This includes advanced payment of the registration fee and deposit for processing of sales and leases, registering of all new occupants, hiring of a security guard to supervise moves, inspecting of the common areas before and after moves, and pest inspections.

Residents who already live in the building and move from one unit to another are charged a transfer fee which includes four-hour availability of a service elevator. Additional charges apply to any moves exceeding the four-hour window.

Moves-in and moves-out requiring elevator use are subject to the availability of the service elevator and shall be scheduled with the Management Office at least one week in advance. Moves are allowed between the hours of 9:00 AM and 5:00 PM, Monday through Friday, except holidays. Four-hour parking is permitted on the dock for residents who have scheduled a service elevator. Moves will be allowed one Saturday a month between 10 AM and 2 PM on a trial basis and first-come, first-served, for a surcharge.

Moves shall not commence until security or a member of the staff complete a pre-move inspection of the elevator and common areas. All professional movers must provide a certificate of insurance. The unit owner shall be liable for any damage caused to the common elements or any other unit during the move and shall reimburse the association the cost of repairs. The Management Office shall notify the owner or the lessee in writing of any damage and the cost of repair. The owner shall reimburse the association for any charges in excess of the security deposit within seven days from the date of the notice. If the owner fails to reimburse the association in a timely manner, the amount owed will be added to the owner's monthly assessment.

Any move not scheduled through the Management Office is prohibited and subject to a fine.

OCCUPANCY AND USE RESTRICTIONS

Paragraph 11 of the declaration places the following restrictions on the use and occupancy of individual units: First, units shall not be used for purposes other than housing and related common purposes for which the property was designed; and second, the maximum number of persons permitted to reside in a single unit shall be observed at all times. All units ending with the numerical designation of 01, 06 and 11 can have up to four registered residents. All other units can have a maximum of two registered residents.

PEST, INSECT, AND BED BUG INSPECTIONS AND EXTERMINATION

Most traditional exterminating services are available to residents at no additional charge as part of an ongoing process to prevent insect problems in the building. More extensive infestations, or treatment for pests not covered by that contract, can be arranged for a fee. Only properly licensed and insured companies shall be used to conduct extermination inside the unit.

Reporting a pest problem to the Management Office is vital. If reported immediately, the chances are much higher of keeping the problem from spreading into other units. In the event it is determined that treatment of the unit for any pests, including bed bugs, is necessary, then the resident shall coordinate cleaning and/or disposal of personal property (i.e. furniture, clothing, personal belongings, etc.) with the treatment being performed in the unit, so as to protect against a re-infestation of any pests, including bed bugs.

Residents shall comply with any requests for inspection and extermination, thereby ensuring health and safety of all residents. Failure to report a problem and cooperate in the inspection or treatment of the unit for pests, including bed bugs, may result in a fine.

Pest control treatments by anyone other than a properly licensed and insured pest control operator is prohibited. For all contractors working in the building, a minimum of \$1,000,000 of general liability coverage and \$500,000 of workers compensation coverage is required.

Bed Bug Inspections and Treatment

As a part of the association's effort to control and prevent the spread of bed bugs, and consistent with Section 7-28-840 of the Chicago Municipal Code, inspections shall be scheduled in units and common areas throughout the building. Inspections will typically be conducted by a trained and certified canine scent detection team, but owners can opt to have a human inspection as an alternative.

Proactive inspections will be scheduled and conducted twice per year per unit. Participation is voluntary. Unless otherwise requested in writing or being present when the inspection team knocks, "no-admit" units will not be inspected. Other unit owners and residents may opt out by notifying the office after receiving the notice or before the date of the inspection.

Upon scheduling of moves-out and moves-in, inspections shall be scheduled. Move-out inspections shall be conducted within 14 days of the scheduled move and prior to any scheduled move-in. A second canine inspection shall be conducted within 7 days after a move-in. For protection of incoming residents and to help protect unit owners and the association from liability, any necessary treatment shall be conducted before a move-in.

If physical evidence of bed bugs is found in any unit, or conditions in any neighboring unit warrant, treatment shall be scheduled within 7 days. Unit owners and residents shall cooperate with any request by the association to schedule and conduct such treatments. A licensed and insured pest control operator will be responsible for conducting treatments and determining if treatment in neighboring units, also known as "box-in" treatments, are necessary. No treatment of any kind will be allowed by unit owners/residents who are not properly licensed and insured.

The association will schedule treatment through its certified inspection team or pest control operator of record. However, the unit owner may choose a company that meets the following criteria:

1. The exterminator shall have a valid pest control operator's license and shall carry a minimum of \$1,000,000 general liability and \$500,000 workers compensation insurance.
2. A proposal detailing the planned treatment process shall be reviewed and found acceptable by the association's pest control operator.
3. The association shall be allowed to conduct a follow up inspection within 30 days of completed treatment.
4. The pest control operator will provide the owner and management a written report of findings and certification that the treatment is complete.

Oftentimes, proper treatment for bed bugs will include extensive in-unit preparations. Unit owners and residents shall comply with any instructions to prepare the unit. If preparations are deemed insufficient by the pest control operator, a follow up treatment may be scheduled.

Bed bug treatment will be considered successful after passing a follow up inspection. Typically this will be scheduled within 30 days following treatment. If physical evidence of bed bugs is found, retreatment will be scheduled.

Consistent with the City of Chicago Bed Bug Ordinance, Unit owners who rent and their tenants shall also have the following specific responsibilities:

Tenant Responsibilities:

1. Notify your landlord within 5 days of suspecting a bed bug infestation.
2. Cooperate with the landlord by adhering to the following: Don't interfere with an inspection or with a treatment; grant access to your unit for an inspection or a treatment; make the necessary preparations as instructed by your landlord or a pest control operator; prior to an inspection or a treatment dispose of any items that a pest control operator has determined cannot be treated or cleaned; and enclose in a plastic bag any personal property that will be moved through the common areas of the building or stored in any other location.

Landlord Responsibilities:

1. Educate tenants about bed bugs by providing the City of Chicago Preventing Bed Bug Infestations in Apartments brochure when tenants sign a new or renew an existing lease or other rental agreement.
2. Notify tenants prior to any inspection or treatment of their unit for bed bugs and provide instructions for preparing the unit.
3. Coordinate with the association through management to get rid of the bed bug infestation by allowing or providing service by a licensed and insured pest control operator.

Cost of Bed Bug Inspection and Treatment

The cost of bed bug inspection and treatment services conducted by association vendors is subject to change. Therefore, these services will not be listed on the Park Tower Fee Schedule. Interested unit owners/residents should inquire directly to the Management Office for the current anticipated cost of services.

The cost of all proactive and "box-in" inspections conducted by a trained canine scent detection team is included in the regular assessments. The cost of canine inspections for moves is included as a part of the registration fee paid by all new residents. The cost of scheduled treatments and all other inspections is the responsibility of the individual unit owner, except as noted below. Where "box-in" treatments are deemed necessary by the pest management company, the association is responsible for treatment. Should the unit owner/resident opt for human inspections as an alternative to the canine team, the unit owner is responsible for any difference in cost.

Park Tower Condominium Association will pay for up to one bed bug treatment per unit per year under the following set of circumstances:

1. Either the resident shall have self-reported the presence of bed bugs (confirmed by canine or human inspection) or bed bugs are found during a regularly scheduled proactive bed bug inspection. The level of infestation should not be found to be severe in the opinion of the association's pest management company.
2. The resident shall have participated in at least one of the past year's regularly scheduled proactive inspections. In the case of a resident who has moved in within the past year, the move-in inspection shall have been performed and passed with no alert.

3. The exterminator confirms that treatment preparations which are the responsibility of the occupant were substantially completed.
4. The resident shall have purchased mattress and box spring encasements for each bed in the unit to the extent recommended by the exterminator.
5. The treatment is coordinated and completed by the association's pest management company.
6. Residents occupying the unit at the time of the infestation shall have attended the New Resident meeting.

The association will not pay for services provided by a vendor not contracted by the Board. The cost of any missed appointments for inspections or treatments will be the responsibility of the unit owner. This includes units not fully prepared in advance, or for inspectors and exterminators turned away at the door. If the vendor shows up, the association will still be charged, and any expense shall be passed on to the individual owner.

This policy may change by resolution of the board if there are necessary procedural changes or financial conditions that warrant consideration.

PET REGULATIONS

Dogs, cats, snakes, insects or spiders, or other animals, except permitted household pets, are not permitted on the premises.

Pets are regulated by Section 11(f) of our declaration, which states "No animals, except household pets other than dogs and cats, may be kept on the premises." In addition to those excluded by the declaration, snakes, insects and spiders will not be permitted in any unit or in the common elements. Service animals are permitted on the premises – see "Service Animal Policy" for more information.

REAL ESTATE AGENTS AND BROKERS

Real estate agents and brokers will not be admitted into the building unless authorized by the owner. A Permission to Enter form shall be submitted to the Management Office listing the name of the real estate company and the agent. Unit keys are allowed to be left at the Front Desk, however, agents and brokers do so at the risk of the Unit Owner and resident. The Association, Board of Directors, management, and staff may not be held liable for missing keys.

The Management Office shall be notified of an open house at least three business days in advance of its occurrence. Should owners not be available to escort the agent, they may submit a Permission to Enter form designating another adult to do so. Open house signs or sales materials may not be displayed on the premises.

SALES AND LEASES

Owners selling or leasing their units shall obtain a Sales or Lease Procedures packet, which specifies detailed policies and procedures required for the sale or rental of a unit. All requirements therein shall be met prior to executing a sale or lease and scheduling a move-in.

Sales

All sales of units in Park Tower are subject to the rules detailed below. Every contract is subject to the first right and option to purchase vested in the board, as set forth in the declaration and by-laws, on the same terms and conditions as set forth in the purchase contract. The association has 30 days following receipt of notice of intent to sell to exercise its right of first refusal, as provided in Section 7(a) of the declaration. The present owner and prospective purchaser must provide the board with all requested

information prior to the sale. These items should be routed to the board via the Management Office which is located at 5415 N. Sheridan Road, Suite 107, Chicago, Illinois 60640.

The association requires the following items to be sent to the Management Office:

1. Sales Procedures packet with all forms completed (provided by prospective purchaser, listed above).
2. A copy of the executed contract of sale (at least 10 days before the sale).
3. A copy of the closing statement. In lieu of a closing statement, and prior to moving into the unit, the new unit owner and the former unit owner shall deliver or cause to be delivered to management a statement signed by both unit owners certifying that the sale of the unit has in fact been closed.

Moves-in will not be scheduled and shall not take place until all requirements specified in the Sales Procedures packet have been met.

All new owners/residents are required to attend a New Resident meeting. Violators will be fined and subject to termination of privileges including entry into the common elements of the building, Garage licenses, Health Club membership, and non-emergency maintenance and work orders.

Leases

Unit owners, once allowed to become landlords (see "Leasing Policy" below), shall advise the association of their intention to lease a unit and shall provide a copy of any executed lease to the Management Office. The association will not become involved in the selection process and shall only facilitate the completion of mandatory requirements such as a completed Lease Procedures packet and applications, credit checks, elevator and parking agreements, collection of fees, etc.

Prospective tenants may not move in until all requirements specified in the Lease Procedures packet are met. All new tenants are required to attend a New Resident meeting and will not be entitled to several privileges until such requirement is met. Additional information is available from the Management Office.

Leasing Policy

Owners shall inform management in writing of interest in renting out a unit not currently leased. Should the percentage of rental units at that time be equal to or higher than 30%, the owner will be placed on a wait list, maintained by management. Management will inform the owner of the status of the request within 10 calendar days. If, at that time, the percentage of rental units is less than 30% and there is no one on the wait list, the association will allow a lease to be entered into.

When the target percentage is reached (below 30%), the owner at the top of the list will be informed that the unit may be rented. The owner must respond within 10 days of a desire to lease, or management will move on to the next person on the list. Such an owner will have six months during which to purchase a unit for rental purposes, if not already purchased, or to rent out a unit already owned. Once in possession of a unit intended for rental, the right to rent may be retained for another six months so long as it can be demonstrated that the unit is either being actively renovated or that a tenant is being sought. Once rented out, the owner of that unit can continue renting it out without regard for the 30% rule.

Owners intending to become new landlords shall have lived in the building (whether as renters or as owners) for the two years preceding the request to lease the unit. The new landlord, after fulfilling the percentage and residency requirements, may rent out the unit either in which they have lived or another unit which they already own.

Owners renting out specific units, at the time of the implementation of this policy, are “grandfathered” owners and may continue to rent these units to either current or future renters, irrespective of rental percentages. If an already rented unit is sold after the implementation of this policy, the new owner may continue to rent to the lessee occupying the unit before the time of sale without regard to the 30% rule, but the new owner will then be subject to both the 30% rule and a 2-year residency requirement when that lessee moves out. An owner intending to purchase and/or rent a unit not previously rented out will be subject both to the 30% rule and the 2-year residency requirement.

Original leases will be for a two-year period, with opt-out privileges by which either landlord or tenant can forgo the second year by giving the other party 60 days’ notice prior to the one year anniversary. Any provision for increasing the rent for the second year should have either been written into the original lease or made clear to the tenant by a similar notice 60 days prior.

The board may grant a resident owner, due to hardship, permission to lease a unit without having satisfied the residency or percentage requirements. Requests for a hardship exception shall be sent to management in writing.

Leasing of a unit in violation of the proposed rental policy may result in a fine to the owner of a minimum \$1,000 per month. Short-term rentals of any length (on such platforms as AirBnB and VRBO) are specifically prohibited and will result in a minimum fine of \$1,000 per month.

SERVICE ANIMAL POLICY

Pursuant to Section 11(f) of the declaration, dogs and cats are prohibited in the building. Notwithstanding, the association will reasonably accommodate the needs of a disabled resident as required by the Fair Housing Act and allow a trained service animal or an emotional support animal to assist a resident with a disability. All requests shall be approved by the board in writing.

The following rules apply to all service animals:

1. Service animals or emotional support animals shall be on a leash or in a carrier while on any common property. Animals running at large or unattended are prohibited.
2. Service animals or emotional support animals shall not be permitted to defecate, urinate, or track in mud/dirt on the common property. In the event of an accident, the resident shall immediately pick up, clean up, and dispose of pet waste.
3. Service animals or emotional support animals shall be controlled so as not to create a nuisance, including but not limited to excessive barking while on the property.
4. Residents are responsible for the actions of service animals or emotional support animals, and for the costs of repairing any damage caused by the animals.

Failure to comply with the rules may result in removal of the animal from the property.

SMOKING

The release of smoke, fumes or any toxic gases or particles, including those due to cigarettes, electronic cigarettes, vaping, marijuana, incense or any other tobacco products used in an individual unit that permeates any other unit or the common elements is hereby classified as a noxious or offensive activity pursuant to Paragraph 11(g) of the declaration.

SOLICITATION

Door-to-door solicitation is prohibited. Solicitation, including commercial or political handbills, leaflets, fliers or any other printed material, is prohibited unless approved in writing by the board. Violators may be denied further access to the building.

UNLAWFUL BEHAVIOR

A resident, guest and other person under the resident's control, shall not engage in or permit unlawful activities in units or the common areas. Unlawful activities are understood to include violation of building and fire codes, drug related activities on or near the premises including illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance. A resident, guest or other person under the resident's control shall not engage in any act of violence or threats of violence including but not limited to the unlawful discharge of firearms on or near the premises. A resident, guest, or other person under the resident's control may not harass other residents or their guests, management, building staff, or anyone on the property in any manner.

WEAPONS

Residents are permitted to possess firearms in their units consistent with statutes and ordinances of the State of Illinois and City of Chicago, respectively.

Owners and residents who are otherwise lawfully permitted to carry a concealed firearm are permitted to transport a concealed firearm during ingress and egress to/from units at the association, provided that the firearm is not loaded and is locked with a device manufactured for the purpose of temporarily disabling its use. All visitors and guests of owners and residents may not carry a concealed firearm under any circumstances within any of the common elements of the association or within any association-owned property.

The concealed carry of firearms is otherwise specifically prohibited within the common elements of the association including but not limited to association meetings, board meetings, committee/commission meetings, violation hearings, Laundry Room, Loading Dock, commercial mall, Management Office, Party Room, Garage, Roof Garden and Sundeck, Health Club and other recreational facilities where a group may gather, and any other formal association gathering anywhere in the common elements or association-owned property.

The foregoing restrictions shall not apply to current police officers and retired police officers eligible under a federally-approved retired officer concealed carry program such as the Illinois Retired Officer Concealed Carry Program.

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