

COMPREHENSIVE
RULES AND REGULATIONS
FOR
**PARK AVENUE CONDOMINIUM
ASSOCIATION**

150 W. ST. CHARLES ROAD
LOMBARD, IL 60148

EFFECTIVE DATE: MAY 16, 2012

THESE RULES AND REGULATIONS SHALL SUPERSEDE ALL PREVIOUSLY ADOPTED
RULES AND REGULATIONS

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BUILDING EMERGENCIES*

The following are building emergencies:

FIRE AND /OR SMOKE

LEAKING GAS AND /OR STRONG GAS ODOR

FLOOD (Broken Water Pipe) AND/OR SINK, LAVATORY, TOILET, BATHTUB AND IOR
SHOWER OVERFLOWING

LOSS OF ELECTRIC SUPPLY IN UNIT BROKEN WINDOW

LOSS OF HEAT IN UNIT

ACTION TO BE TAKEN

FOR FIRE OR SMOKE, CALL FIRE DEPARTMENT

FOR SECURITY AND OTHER PROBLEMS, CALL POLICE AND MANAGEMENT

* An emergency involving a Unit Owner's unit is the Owner's responsibility. The Association asks to be notified immediately only for purposes of assisting in resolving the emergency or for purposes of exerting its efforts to notify others. However, the Association does not take responsibility for any emergency and has no liability therefor, it being the Owner's responsibility.

NOTE: Although criminal acts are violations of these Rules and Regulations, the Association does not undertake the responsibility for protecting the residents from criminal conduct. Anyone who suspects criminal activity should report it to the police.

RULES & REGULATIONS REGARDING APARTMENT KEYS

1. Unit Owners must allow access in emergency situations. If such access and entry to the Unit is required, the Unit Owner shall be responsible for any and all costs and damage resulting from that entry whether forced or otherwise, if access and entry is not provided by the Unit Owner.

RULES & REGULATIONS REGARDING VANDALISM

RESIDENTS ARE REQUESTED TO ASSIST IN PREVENTING VANDALISM AND OTHER ABUSES IN THE CONDOMINIUM SUCH AS ON WOODWORK, MIRRORS, FURNITURE, AND OTHER BUILDING PROPERTY, IN AMENITY ROOMS AND IN OTHER COMMON ELEMENTS. AWARENESS AND ASSISTANCE BY RESIDENTS CAN SAVE CONSIDERABLE MONEY REQUIRED FOR REPAIRS AND REPLACEMENTS, AND THEREBY HELP MINIMIZE ASSESSMENTS.

REPAIRS DUE TO DAMAGE TO COMMON ELEMENTS CAUSED BY IMPROPER OWNER ACTION WILL BE CHARGED TO THOSE RESPONSIBLE. OWNERS ARE LIABLE FOR DAMAGE CAUSED BY THEM, THEIR FAMILY, GUESTS, TENANTS OR TENANTS' GUEST. TENANTS ARE LIABLE FOR DAMAGE CAUSED BY THEM OR THEIR GUESTS.

RULES & REGULATIONS REGARDING BUILDING SECURITY

1. Building security is extremely important. It is the responsibility of each Owner and Resident. Each Owner and

Resident should take every precaution to maintain security within the building. The door should not be held open to allow someone to follow you into the building unless you know him or her. Do NOT open the door on the inside to allow someone to enter unless you know the person and he or she is authorized to enter.

2. Any suspicious appearing persons or activities should at once be reported to the police. Management should also be alerted so they are aware of the potential problems and can assist the proper authorities.
3. All outside doors must firmly close and latch at all times. If a door does NOT close readily, pull or push it until it latches in the closed position, and immediately notify the management of the door malfunction.
4. When an owner or resident plans to be away from his or her unit for some length of time, the management company should be informed. It is advisable when planning a prolonged absence to arrange with a neighbor or friend to flush the toilet every two weeks. The water seal in the toilet may be sucked out or evaporate permitting the entrance of sewage gases and causing possible foul odors in the unit. Water should also be run in the sink, lavatory, bath and shower for a short time to maintain the water seals in their drains. Stop delivery of newspapers. Notify the post office to hold your mail until your return. If you have a location where you can be reached while away, so inform the management company.
5. Solicitation of any kind in the Common Elements is prohibited.

Owners and Residents shall not permit access to the building to any unauthorized solicitor.

RULES & REGULATIONS REGARDING UNIT ALTERATIONS

1. Plans for altering, combining or dividing Units must be submitted to the management company not less than thirty (30) days before starting any reconstruction of one or more units. This includes changes in the unit inner construction, such as removing, relocating and changing the decor of walls and doors. Proposals for changes which might involve the building basic structural design must be accompanied by a plan prepared and approved by an Illinois licensed structural engineer, whose professional seal shall be impressed on the plans. To the extent that any governmental permits or licenses are required, the work may not begin unless and until such permits are obtained and copies provided to the Board or manager. Any attempted alteration prior to submitting all of the foregoing will be stopped by court action if necessary.
2. Noise-producing activities such as construction and carpet laying, etc., are permitted on weekdays only between 8 a.m. and 5 p.m. and on Saturdays and Sundays only between 10 a.m and 5 p.m. When construction is involved, the management company shall be so notified not less than 48 hours in advance.
3. Owners and/ or their Contractors must obtain all needed permits and licenses, and shall arrange for inspection by proper authorities, such as but not limited to the Municipal authority. Before a Contractor begins work for a

Unit Owner, the Owner must obtain from his or her Contractor a Certificate of Insurance, naming the Condominium Association as an additional insured for liability and property damage in amounts sufficient to satisfy the Association, a copy of which shall promptly be provided to the management company before work begins. The contractor shall submit to the Association copies of all necessary permits and licenses and shall also submit evidence of workman's compensation insurance before any work begins. Association maintains the right to terminate any work if there is not compliance with all rules and regulations.

4. The Unit Owner is responsible for damage to any common elements or any other Unit or Units in the Condominium as the direct and or indirect result of work performed by or for that Owner.
5. Removal of construction debris from the Condominium premises is the responsibility of the Unit Owner where such debris is created. If extra cleaning of the common areas and/or additional scavenger expenses is necessitated, the Unit Owner will be charged for such additional expenses.

RULES & REGULATIONS REGARDING VENTS AND SUPPLEMENTAL HEATING

1. ELECTRIC SPACE HEATERS AND HEATERS USING LIQUID FUEL ARE ABSOLUTELY PROHIBITED for use in any Condominium Unit.
2. All vents must be left open and unblocked during the heating season.

RULES & REGULATIONS REGARDING INSURANCE

1. Owners shall be individually responsible for insuring their personal property in their respective units, and their personal property stored elsewhere on the property. If a Unit is rented, the Owner continues to be responsible for insuring the Unit fixtures, appliances, equipment, contents, decorating and all other items not covered by the Association insurance provisions so the Unit Owner must maintain insurance. Additionally, the tenant should be required to maintain insurance on his or her own personal property. OWNERS SHALL PROVIDE THE ASSOCIATION WITH A COPY OF THEIR INSURANCE POLICY OR CERTIFICATE OF INSURANCE, CONFIRMING THAT THE UNIT FIXTURES, APPLIANCES AND ALL PERSONAL PROPERTY ARE FULLY INSURED AGAINST LOSS.
2. Nothing shall be done or kept in any unit, building garage, or common elements which would increase the rate of insurance on the building or the contents thereof, and nothing shall be done therein other than those anticipated activities applicable for its intended use, without prior written consent of the Board.
3. Owners shall not permit anything to be done or kept in their respective units or in the common elements which would result in the cancellation of insurance on the building or its contents, or which would be in violation of any law.

RULES & REGULATIONS REGARDING THE USE AND APPEARANCE OF THE COMMON ELEMENTS

Common Elements

1. The term “Common Elements” is clearly defined in the Declaration and includes all areas other than the Units. For purposes of clarity it should be understood that the following areas are considered to be part of the Common Elements.
 - a. Open spaces and land including streets, walks, parking area, courtyards, driveways and fire lanes.
 - b. Building roofs, stairways, halls, hallways, lobbies, entrances and exits in the Building.
 - c. Lawn, landscaped areas, and exterior elevations.
 - d. Television antennae, Common Element timers and controls, and Common Element lighting.
 - e. All structural components of the Building located in a Unit, including pipes, wires, conduits, ducts, flues, shafts or public utility lines serving more than one (1) Unit.
 - f. Bicycle racks, storage rooms, lounges, party room, pool, exercise rooms.
 - g. Balconies.
2. Storage of any kind is expressly prohibited in the Common Elements. Storage of property in fire safety shafts (stairwells) or utility closets, or the leaving of any obstructions in these areas is prohibited.
3. Storage of household goods or other materials within the garage in such a manner as to prevent use of the garage as a designated off-street parking space is prohibited.
4. All toys, recreation equipment, bicycles,

baby carriages furniture and other items of personal property shall be removed from the Common Elements. Personal property shall not be left on any Common Elements at any time for any time period.

5. Any games or other activity which creates a nuisance, damages the Common Elements, or disrupts the peace are prohibited in the Common Elements. No hardball or softball bats are allowed and no distance kicking of balls of any kind is allowed.
6. There shall be no obstruction of the Common Elements. No one is permitted on the roof of any building.
7. Nothing shall be done in any Unit or in, on or to the Common Elements which would impair the structural integrity of the Building or which would structurally change the Building or cause inconvenience to other residents, without the prior written consent of the Board.
8. Satellite dishes may not be erected or installed on any Common Element. Satellite dishes not more than one (1) meter in diameter may be installed within the boundaries of the limited common element of the Unit, if any, using the dish. Satellite dishes may not be installed on the roof, attached to the exterior wall of any building, or installed on another Unit's limited common element. Satellite dishes may not be erected or installed within thirty (30) feet of any electrical power line. The satellite dish must be sufficiently installed so that it will not fall or be blown by wind. Drilling into or through the exterior walls of the building, or running cable or wires through the exterior walls of the building, is not permitted. The Unit

Owner is responsible for any damage or injury caused by the installation or use of a satellite dish. Any satellite dish not installed in accordance with these rules, or which the Board in its discretion determines to be a hazard or nuisance, must be removed and relocated upon written notice from the Board.

9. Nothing shall be altered, constructed on or removed from the Common Elements without the prior written consent of the Board.
10. No sign, signal, illumination, advertisement, notice or any other lettering or equipment shall be exhibited, painted, affixed or exposed on or in any window or any part of the outside of any Buildings, without the prior written consent of the Board. "For Rent" and "For Sale" signs are strictly prohibited. Violators who place unauthorized signs will be subject to a fine of \$50.00, plus an additional fine of \$10.00 for each day the sign is displayed after notification from the board (see Exhibit "F-1").
11. No noise, music or other sounds will be permitted at any time in such a manner as to disturb or annoy other residents at the Property.
12. No industry, trade, business or profession of any kind shall be permitted on any part of the Common Elements or in the Units, except as permitted by the Declaration.
13. All damage to the Common Elements shall be professionally repaired. Repairs are to be approved in writing by the Association.
14. The Unit Owner shall be responsible for damages to the Common Elements caused by occupants of the Unit, the occupants' guests or the pets of the

- occupants or their guests.
15. The Unit Owner responsible for damages to the Common Elements shall be charged with any and all costs incurred in correcting, repairing or replacing any Common Elements.
 16. Smoking in halls, hallways, and lobbies of the Buildings is expressly prohibited.
 17. Congregating in halls, hallways and lobbies of the Buildings is expressly prohibited.
 18. Residents and their children may not congregate, play, run or lounge in halls, hallways, lobbies of the Buildings.
 19. During the year-end holiday season, wreaths and similar decorative item may be displayed no earlier than one month prior to and shall be removed no later than two (2) weeks after the date of the holiday. Any damage caused as a result of the display or installation of decorations are the responsibility of or will be charged to the unit owner. No decorations which create a safety hazard will be permitted. Unit owners have full responsibility for properly and safely disposing of seasonal decorations. In the event that decorations are not removed within the time period provided, the Association may see to such removal. All costs and expenses incurred by the Association shall be charged to the Unit Owner and shall constitute an additional common expense attributable to that Unit.
 20. It is each resident's responsibility to help to keep the Association's Common Elements clean by not dropping litter and waste in any portion of the common elements. Automobile ash trays, cigarette packages, cigarette and cigar stubs, and other wastes are to be

disposed of properly and not in the Common Elements. Emptying garbage or trash in the Common Elements except in the proper receptacles is a violation of these Rules.

21. Smoking in the Common Elements is prohibited.
22. The use of illegal fireworks in the Common Elements is strictly forbidden. Violators will be subject to a fine of \$150.00 for each offense (see Exhibit "F-1").
23. Throwing stones or other objects, ball playing, and riding bicycles on the lawn are prohibited.
24. Electronic devices to kill bugs are prohibited in the Common Elements.

Storage Rooms

The Storage Rooms are to remain locked at all times.

FLAMMABLE MATERIALS ARE NEVER TO BE STORED IN STORAGE ROOMS REGARDLESS OF THE MATERIALS OR TYPES OF CONTAINERS IN WHICH SUCH FLAMMABLE MATERIALS ARE STORED.

1. Personal property may not be left in the Storage Rooms outside of storage lockers. Any such items will, at the discretion of the Board, be removed and disposed of.
2. Items stored in storage rooms and storage lockers are placed there at the sole responsibility of the Resident. Neither the Management nor the Condominium Association assumes any responsibility for damage or theft of any items from any storage lockers, or areas outside of any storage lockers, or for any personal injury resulting from entry of persons into the Storage Rooms or lockers.

3. Each Unit has a storage locker assigned in the Storage Room. No Unit Owner is to use a locker other than one assigned to his Unit.

Swimming Pool

1. Owners and Residents must complete and sign an application in the Management Office. This includes execution of a Pool Agreement. The Application and Agreement is attached hereto and incorporated herein as Exhibit "R-2." Use of the pool is governed by the rules, terms and conditions of the Pool Application and Agreement. Breach of any provision of the Pool Application and Agreement is a violation of those Rules and Regulations.
2. No Lifeguards or Attendants are on duty at any time. All Owners, Residents, and guests swim at their own risk. Posted rules must be followed and are deemed a part of these Rules and Regulations.
3. Trespassing into the pool area is strictly forbidden. Violators will be subject to a fine of \$150.00 for each offense (see Exhibit "F-1").
4. Littering or throwing anything into the pool or pool area is prohibited.

Exercise Room

1. The exercise rooms are to be kept locked at all times.
2. The exercise rooms may only be used during the hours between 5:00a.m. to 10:00p.m. or as posted in the room by the Board. **Free weights and television are NOT to be used between the hours of 5:00a.m.-8:00a.m.**
3. Use of equipment is at your own risk. Posted rules must be followed and are deemed a part of these rules and

regulations.

4. If more than one person wants to use a particular piece of equipment, maximum use per person is 15 minutes.
5. If more than 2 people want to use a particular piece of equipment, it will be necessary to sign in on a first come, first served basis.
6. Guests are not permitted in the exercise rooms unless accompanied by a resident.
7. Street shoes are not allowed in the exercise rooms.
8. No smoking, eating or drinking is permitted in the exercise rooms with the exception of water bottles or closed containers
9. Misuse of the equipment is prohibited.
10. No wet bathing suits allowed in the exercise rooms.
11. For safety reasons, children under 16 years of age must be accompanied by an adult Owner or Resident at all times.

Lounge/Pool Table Room

1. The Lounge/Pool Table Room is to be kept clean at all times.
2. The Lounge/Pool Table Room may only be used during the hours between 9:00 a.m. and 11:00 p.m., or as posted in the Lounge by the Board. Any person(s) found occupying this room after the posted hours will be subject to violation.
3. Alcohol is not permitted in the Lounge/Pool Table Room at any time.
4. Trash may not be left in the Lounge/Pool Table room.
5. No use of or conduct in the Lounge/Pool Table Room shall be permitted which constitutes a nuisance, causes a disturbance to the residents, or in any manner constitutes a violation of the Declaration and By-Laws and

these Rules and Regulations.

6. No persons under the age of sixteen (16) years are allowed in the Lounge/Pool Table Room unless accompanied by an adult resident
7. Unit Owners shall be responsible for any and all damage to the Lounge/Pool Table room and any furniture or equipment caused by the Owners or their Unit's residents or guests.
8. Any rules posted in the Lounge/Pool Table Room by the Board must be followed and are deemed a part of these rules and regulations.
9. Any violation of these rules regarding the Lounge/Pool Table Room or the rules posted in the Lounge shall result in a fine of at least \$50.00 for each offense (See Exhibit "F-1"), plus the cost of repair or replacement of any damage.

Garbage

1. Garbage must be in plastic bags and be stapled securely so that no garbage will spill.
2. Bags of garbage must be placed in the trash chute. Larger items that do not fit in the chute must be placed in the dumpster located on the north/ east lot. No items or trash may be left outside the trash chute. Cigarettes, cigars or other smoking or flammable material shall not be dropped in the trash chute and must be properly disposed of.
3. Large boxes or other items that do not fit in the dumpster must be broken down. Items that do not fit in the dumpster or which prevent the lid from closing must be disposed of elsewhere by the Owner. Placing garbage and debris on top of the dumpster, or in or around the dumpster or chute area is prohibited. Violators who place garbage

on top of the dumpster, or in the dumpster area shall be subject to a fine of \$75 per violation (see Exhibit "F-1").

4. Garbage shall not be left in any portion of the Common Elements other than the dumpsters. Violators who leave garbage in any portion of the Common Elements other than the dumpsters shall be subject to a fine of \$75 per violation (see Exhibit "F-1").
5. Any litter remaining on the ground after depositing garbage in the chute or the dumpster must be removed by the unit owner responsible. Littering, or the discarding of cans, bottles, plastic containers, or any other garbage on the lawns or on any part of the Common Elements is prohibited.
6. Hazardous or flammable materials and construction debris shall not be deposited in the trash chute or dumpster.

Windows and Window Coverings

1. Window coverings must not be offensive when viewed from the exterior of a window. Generally, the portion facing the window should be a neutral color. The Board reserves the right to demand removal of drapes, shades or blinds which it deems offensive.
2. Standard window coverings, such as drapes, shades or blinds must be used, and must be installed no later than thirty (30) days after moving in to the unit. Sheets, blankets, clothing, foil, or other materials are prohibited as window coverings. Violators who maintain inappropriate window coverings shall be subject to a fine of \$50.00, plus an additional fine of \$10.00 for each day the inappropriate window coverings remain after notification from the board (see Exhibit "F-1").
3. Windows and screens are to be

cleaned and maintained by the Unit Owners.

4. No cords or other objects shall be permitted to hang out of the windows.
5. Replacement storm doors or windows must be approved by the Board, and shall conform to existing doors and windows.

Balconies

1. Unit Owners shall keep balconies clean and free of clutter. No unsecured items shall be placed outside of balcony rails or positioned or hung over said rails.
2. Balconies may not be enclosed or altered in any way.
3. No drying or airing of clothes, carpeting or laundry or hanging of clothes lines is permitted on balconies.
4. No awnings, sunshades, canopies, trellises, shutters, bird feeders, radio or television antennae (except as permitted by these rules) shall be affixed to or placed in, upon, over or adjacent to any balcony.
5. Dust mops, rugs, etc. shall not be shaken from, nor water nor other refuse disposed of or from balconies. No objects of any kind are to be thrown from balconies at any time.
6. Balconies shall not be carpeted.
7. Balconies may not be used for storage except for lawn furniture, approved plants, and barbecue grills. No other property may be kept or stored on balconies. Violators who keep or store unauthorized property on balconies will be subject to a fine of \$50.00 plus an additional fine of \$10.00 for each day that unauthorized property is kept or stored on the balconies after notification from the board (see Exhibit "F-1").
8. Parking of carriages, bicycles,

motorcycles or other recreational vehicles on the balconies is strictly prohibited. Violators who park carriages, bicycles, motorcycles or other recreational vehicles on balconies will be subject to a fine of

9. \$50.00 plus an additional fine of \$10.00 for each day that carriages, bicycles, motorcycles or other recreational vehicles are parked on balconies after notification from the board (see Exhibit "F-1").
10. Movable planters and flower boxes may be placed on a balcony, but are not permitted to be hung from any railing. Wood chimes or bells, which create excessive sound, as determined by the board are prohibited.
11. No activity shall be conducted on a balcony and nothing shall be stored or maintained on a balcony which would be in violation of the fire codes or other Municipal or governmental ordinances, or which would adversely affect the health, safety and welfare of the residents, or which would interfere with access to or exit from the Unit through its balcony.
12. Unless prohibited by law, barbecuing on balconies is permitted only if hooded grills are used with the hood in place. Only one smoker or gas grill is permitted. No charcoal, wood burning or oil grills are permitted. No flammable liquids may be kept, stored, or used on the balconies.

RULES & REGULATIONS REGARDING MOVE-INS, MOVE-OUTS, AND DELIVERIES

1. ALL MOVES INTO OR OUT OF THE BUILDING MUST BE SCHEDULED WITH MANAGEMENT AT LEAST TEN (10) DAYS BEFORE THE MOVE

OCCURS. A MOVE NOT SCHEDULED THROUGH MANAGEMENT WILL BE SUBJECT TO A FINE OF TWO HUNDRED FIFTY DOLLARS (\$250.00) (SEE EXHIBIT "F-1").

2. Before a move is made, Three Hundred Dollars (\$300.00) as damage security must be deposited at the Management Office in the form of cash, cashier's check or certified personal check. The deposit must be made at the Management Office at least five (5) days before the move is made. A Seventy-Five Dollar (\$75.00), non-refundable, elevator fee will be imposed for each move. The Owner or Resident must execute a Security Deposit Agreement which is attached hereto as Exhibit "S-2." The corridor and its doors, will be inspected by the Association immediately before a move and after completion of the move. If a move does not damage any common elements of the building, the damage deposit will be refunded. If damage does occur, the damage deposit will be held by the Management Company until repairs can be effected. Any excess of the damage deposit over the cost of repairs will then be refunded less the Seventy-Five Dollar (\$75.00) elevator charge; should cost of repairs exceed the damage deposit, the amount of such excess will be charged to the Owner of the Unit involved in the move. Any refund due will be made within seven days provided the Association has a forwarding address.
3. Reservations for moves are made on a first-come-first-serve basis for between 9:00 a.m. and 4:00 p.m. Mondays through Saturdays.
4. Any and all damage to Common

Elements shall be the responsibility of the Unit Owner. To the extent possible, the cost for professionally repairing the damage will be withheld from the damage security deposit and any balance will be refunded after the move is completed. If the damage security is insufficient, the balance will be charged to and become a part of the common assessments for the particular unit in question, whether or not the moving party continues to own or has sold the unit to a new purchaser.

5. No furniture of any kind may be moved in or out of the building without an appointment with the Management Office.
6. The Management Office is to be notified of all deliveries. No deliveries will be permitted through the main entrance. All deliveries are to be brought in through the garage entrance. An elevator fee will not be assessed for deliveries.

RULES & REGULATIONS REGARDING PARKING MAINTENANCE, STORAGE AND MOVEMENT OF VEHICLES IN OR THROUGH THE COMMON ELEMENTS

Permitted Vehicles

The following are defined as permitted vehicles:

- a. Passenger type automobiles having no more than four (4) entry doors and specifically excluding limousines or hearses used for personal or business purposes.
- b. Motorbikes and motorcycles that are registered and licensed to be driven on Illinois roads and highways.

Non-Permitted Vehicles

All vehicles, other than those defined above, as permitted vehicles or any vehicles

without current state license plates and appropriate municipal vehicle stickers, or commercial vehicles of any type or kind, such as commercial vans or pickup trucks having commercial advertising on the body are defined as non-permitted vehicles, provided, however, that commercial vans or pickup trucks used by an Owner in this business and driven daily shall be classed as permitted vehicles unless otherwise determined by the Board.

Emergency Vehicles

The following are considered to be emergency vehicles when utilized for their normally understood and accepted purposes:

- a. Ambulances;
- b. Fire department vehicles of any type;
- c. Police department vehicles of any type;
- d. Hospital vehicles of any type;
- e. Permitted motor vehicles when being utilized for emergency purposes for the health, safety and welfare of the community or for emergency purposes for families residing in a Unit in the Building, or family members thereof, their household help and other authorized individuals.

Abandoned Vehicles

A vehicle shall be deemed abandoned if:

- a. It is in a state of disrepair rendering it incapable of being driven in its present condition; or
- b. It has not been used or moved for seven (7) consecutive days or more and is apparently deserted; or
- c. It does not have a current, valid vehicle license plate; or
- d. The acts of the owner and condition of the vehicle clearly indicate it has been abandoned.

Other Definitions

"Parking Space" shall mean that part of the Property within the parking area intended for parking of a single automobile.

"Parking Area" shall mean that part of the Common Elements provided for parking automobiles.

General Rules & Regulations Re: Vehicle Parking

1. Parking of each permitted vehicle in an assigned single parking space is permitted. Parking in front of entrances or in fire lanes is expressly prohibited. Parking in a space assigned to another Owner is prohibited. Parking by Owners and / or Residents in spaces designated "Visitor" is prohibited.
2. All vehicles must display a parking sticker.. Any vehicle not displaying a sticker will be towed at the owner's expense.
3. No permitted vehicle shall be parked, maintained or stored so as to obstruct passage of other permitted vehicles or emergency vehicles.
4. Vehicles of any type are restricted to the drives and parking areas of the Association, unless specifically authorized otherwise by the Board and/or its agents, and then, only for Association purposes. There shall be no parking or routes of passage across any other portions of the Common Elements, including all turf areas, sidewalks and fire lanes. There shall be no parking of motorcycles within units or on balconies.
Any vehicle that is parked, maintained or stored on Common Elements, other than drives or parking area, and in

particular on a fire lane, may be removed by the Association without notice to the vehicle owner and at the vehicle owner's expense.

5. Parking, maintenance or storage of non-permitted vehicles, on any portion or portions of the Common Elements, including drives, is expressly prohibited, except that commercial vehicles may park on permitted areas for their normal commercial purposes, so long as such parking is only for the period of time necessary to provide the commercial services requested by a dwelling resident of the Association and does not block the driving lanes.

Any vehicle parked, maintained or stored in violation of this section is considered to be interfering with the ingress to and egress from a Unit or Units for emergency purposes and may be removed by the Association without notice to the vehicle owner and at the vehicle owner's expense.

6. Vehicles shall not be parked, maintained or stored in a manner which interferes with ingress to and egress from a driveway or other Common Element.

Any vehicle that is parked, maintained or stored in violation of this section is considered to be interfering with the ingress to and egress from a Unit or Units for emergency purposes, or to be interfering with ingress to and egress from a unit for the protection, health, safety, comfort and welfare of the respective families residing therein, their respective guests, household help and other authorized individuals, and such vehicles may be removed by the Association without notice to the owner of said vehicle and at the vehicle owner's expense.

7. Any vehicle that is abandoned may be

removed by the Association without notice to the owner of said vehicle and at the vehicle owners' expense.

8. No automobile repairs, greasing or oil changes are allowed on the drives, parking areas, or other Common Elements. Vehicles may be washed in the designated area only. Emergency repairs will be permitted only if necessary and any damage caused to the Common Elements by an Owner, his guest, tenant, family or invitee shall be paid for by that owner.
9. The Association or its agent, when apprised of a possible violation of any of the above noted Rules, shall investigate and determine whether a violation has occurred. If the Association determines that a violation has occurred, it may take any or all of the following actions in addition to removal of the vehicle for the reasons and under the circumstances noted:
 - a. Attach a notification sticker to the vehicle, preferably on the front window, which shall be substantially in the form which is attached hereto as Exhibit "P-1".
 - b. Record the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner, if known, on a permanent records of violations, substantially in the form which is attached hereto as Exhibit "P-2", to be maintained by the Association at its principal office or at such other place as is designated by the Board.
 - c. Identify or attempt to identify the vehicle owner and notify said owner of the violations.
 - d. Identify the Unit Owner and/or resident whose vehicle is causing

- the violation or whose guest or invitee is causing the violation.
- e. Notify the village authorities, asking that they issue a citation and /or remove the vehicle.
 - f. Follow the procedures set forth in the enforcement policies set forth in the final section of these comprehensive Rules and Regulations.
10. Upon receipt of notice of a violation, a Unit Owner must follow the procedures set forth in the enforcement policy.
 11. The Board of Managers is hereby authorized to execute a contract with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these Rules and Regulations.
 12. The Board of Managers may designate a person, persons or a committee to make determinations of violations and to place stickers and notices on vehicles.
 13. Members of the Board of Managers or its agent shall notify the appropriate companies or individuals to remove vehicles.

Speed Limit

The maximum speed limit on all drives is 15 m.p.h. Violators will be subject to a fine of \$50.00 for the first offense of excessive speed, and \$75.00 for each subsequent offense (see Exhibit "F-1").

RULES & REGULATIONS REGARDING PETS, PET LITTER AND DAMAGE BY PETS

1. Dogs are not allowed in units. No more than two (2) household pets other than dogs (i.e., birds, cats) may be kept in units. No animals shall be raised, bred or kept in any Unit or the Common Elements, except as allowed by these

- rules or the Declaration, provided that such permitted animals are not kept, bred or maintained for any commercial purpose. Pets must be raised, kept or bred utilizing the strictest sanitary procedures possible consistent with such activities and in a manner which does not jeopardize the health, safety and welfare of the remaining Owners and tenants.
2. No tenant or Unit Owner shall keep more than two (2) cats (and no dogs) in any unit or the Common Elements in order to maintain control, prevent nuisance problems and to prevent danger to the health, safety and welfare of tenants and Owners.
 3. No pets may be left unattended at any time.
 4. Pets are not to be permitted to relieve themselves on any balcony under any circumstance.
 5. Pets shall be controlled so as not to create a nuisance on Common Elements.
 6. Any deposit of waste by a pet on the Common Elements shall promptly and properly be disposed of by the person attending the pet. The person attending a pet outside a unit must carry materials to effect such disposal. Solid waste deposited by a pet anywhere in the Common Elements shall be removed and the owner of such pet shall deposit same in his own waste can to be removed with the rest of his or her garbage.
 7. Attendants and/or Owners of pets must maintain control of the pets at all times so as not to create a nuisance, an unreasonable disturbance, or to damage Association property.
 8. Pets shall not be fed when located outside a Unit or when located in any portion of the Common Elements.

9. Owners and tenants shall not use their Units as pet-sitting facilities.
10. The Unit Owner is responsible for damage or other violations of these rules caused by any pets kept or maintained in the Unit owned by him, including pets of his tenants, guests and or visitors. The costs of professionally repairing or remedying any damage caused by a pet, and the costs or other charges associated with maintaining or enforcing the relevant portions of the Declaration, By-laws or Rules and Regulations shall be charged to the responsible Unit Owner.
11. For the protection of all persons, any and all cats kept in a Unit must be registered with the property manager on an annual basis. The Animal Registration Form attached to these Rules and Regulations as Exhibit "A" shall be submitted on or before January 1 of each year for each existing cat. If a new cat is acquired during a calendar year, Exhibit "A" shall be submitted within ten (10) days of acquiring the new cat.
12. Any Unit Owner, tenant, Association officer or employee who observes any litter, damage or other violation caused by a pet should report such violation to the Board in writing, identifying the pet and its Owner and describing the violation. If the violating pet's Owner cannot be identified, the Unit number or a description of the pet should be supplied.
13. Any Unit Owner who has been found to have been responsible for one or more violations of the above rules shall be deemed to have a pet which causes or creates a nuisance or unreasonable disturbance within the meaning of the Declaration and By-

Laws. Thereafter, the Board, after consideration of the facts and circumstances, may elect to order the permanent removal from the Property of the pet upon three (3) days' written notice from the Board or its authorized agents.

14. That all statutes, ordinances, rules and regulations of the governmental organizations or body having jurisdiction over the Property, pertaining to animal regulation, are incorporated herein and made a part hereof.

RULES & REGULATIONS REGARDING
ASSESSMENTS & ASSESSMENT
COLLECTIONS

1. Assessments are due on the first day of each month. All payments are to be sent to the manager or as the Board may direct and shall be made payable to the Association. All payment questions are to be directed to the management office or as the Board may direct.
2. A late fee of \$35.00 per month will be charged to any account on which the full assessment due has not been received on or before the fifth day of the month in which due (see Exhibit "F-1").
3. Any and all charges including administrative or bank charges incurred by Association as a result of checks returned for any reason, plus an administrative charge of \$35.00 will be charged to and be the responsibility of the Owner (see Exhibit "F-1").
4. Payment should be made by check or money order payable to Park Avenue Condominium Association and delivered or mailed to the Property Manager.
5. An account collection action may be initiated by the Association and/ or the

attorney. However, it is possible that the Association may collect less than all amounts billed and due, or that additional costs and expenses will be billed and incurred after payment, either as a result of the Owner's actions or otherwise. The delinquent Owner is fully responsible for all. Such additional costs and expenses which shall be billed to the Owner's Account and shall thereafter be payable in the same manner as other assessments or expenses. Furthermore, the Association may pursue recovery of these amounts, if delinquent, in the same fashion as all other delinquencies.

6. Any further separate or special assessments for damage to the Common Elements or for repairs chargeable to a specific Owner or any non-recurring common expenses are also subject to these Rules and Regulations.
7. **Good standing rule.** Unit owners are required to be current in their common expenses (homeowner association fees or HOA) in order to access and utilize Association privileges. Upon 45 days of delinquency the Board may relinquish use of any or all amenities/privileges. Accounts in discussions, payment plans or disputes are not considered to be delinquent under this rule.

RULES REGARDING CONTACT WITH CONTRACTORS, VENDORS, ATTORNEYS, ACCOUNTANTS OR OTHERS

Because authority has been vested in the Board of Managers, and to eliminate the possibility of misunderstanding or litigation and unnecessary cost, members of the Association are to contact or communicate directly with any contractors or vendors for the Association or their employees only as instructed, advised or agreed to by the Association. Members are not

to contact or communicate with the Association attorney, accountant or other professionals except where asked to respond or on behalf of the Association and then only as directed by the Board. Any costs or expenses incurred by the Association as a result of any such unauthorized contact shall be charged to the Owner and will be added to and become a part of his assessments and shall be payable in the same manner as all other expenses.

RULES & REGULATIONS REGARDING APARTMENT NOISE & FLOORING

1. All flooring installed in Units, except in closets, kitchens and bathrooms, shall conform to the following specifications:
 - a. Carpeting shall be installed or placed over sound reduction underlayment or six (6) millimeter cork underlayment with an STC/IIC rating of fifty (50) or better.
 - b. Resilient floor tile shall be installed over a sound reduction underlayment or six (6) millimeter cork underlayment with a minimum STC/IIC rating of fifty (50) or better.
 - c. Wood parquet, or the like, shall be installed over a sound reduction underlayment or six (6) millimeter cork underlayment with a minimum STC/IIC rating of fifty (50) or better.
 - d. Natural marble, flagstone, ceramic tile, and the like shall be installed over a concrete backer board or a cork/acoustical underlayment for tile/stone installations.
 - e. In each case, appropriate sound deadening material shall be added or utilized in order to minimize sound or noise transmission. Standard foam underlay will not meet the building code requirements

- for multi level construction,
2. In any instance in which it is demonstrated to the satisfaction of the Board of Managers, that noise transmission through flooring is unreasonable or excessive, the Owner shall be required to install carpeting or rugs to cover all principal areas of activity and traffic. Generally, this would mean the covering of the entire apartment with the exception of closets, kitchens, and bathrooms.
 3. Definitions:
 - a. Sound transmission Class (STC): is used as a single number indicator to rate how well materials block airborne sound. Testing procedures used traditional household and office noise in the frequencies most common with TV's, radios, office equipment and the human voice, as the basis of the test
 - b. Impact insulation Class (IIC): Impact sound transmission tests are carried out using a standard tapping machine that uses 5 steel-faced hammers that strike the floor being tested. This is a way to study how movement from daily foot traffic will transmit noise to the room below.

RULES & REGULATIONS REGARDING LEASING

1. Section 2.12 of the Declaration sets forth the requirements for leasing of Units and parking spaces. These procedures will be strictly adhered to and are incorporated herein in their entirety. Any failure to comply with procedures by a Unit Owner or Tenant will result in a non-authorized lease

- which may be set aside at the discretion of the Board.
2. A copy of each lease, along with a copy of a credit report and criminal background check must be provided to the Association not less than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.
 - a. An administration fee of \$300.00 will be assessed to the unit owner for each new lease executed on or after June 1, 2012 and must be turned in with the lease copy.
 3. All tenants are to be given a copy (printed or electronic) of the Associations Rules and Regulations, including exhibits prior to the tenant moving in. A signed copy of Exhibit "U-1" PARK AVENUE CONDOMINIUM ASSOCIATION RECEIPT OF RULES & REGULATIONS FORM should be executed for all new leases and submitted to the building management with the lease,
 4. No Unit shall be leased for less than twelve (12) months and any such lease may be renewed for successive periods of up to twelve (12) months each. No unit shall be leased for transient or hotel purposes.
 5. All leases must comply with the Declaration, By-Laws, Condominium Property Act and local ordinances.
 6. An administrative charge of \$100.00 shall be assessed for each violation of these Rules (see Exhibit "F-1"). Additionally the Association may proceed with any other remedies available including eviction of the tenant. All costs and expenses associated with securing the necessary documentation after a violation of

these Rules shall be charged to and become the responsibility of the Unit Owner and shall be considered additional common expenses.

RULES & REGULATIONS REGARDING USE OF UNITS

1. The units in the Condominium are for residential purposes. They are not to be used for business, except as specifically authorized in the Declaration.
2. Each unit is to be used as a single family residence only.
 - a. No unit shall be occupied for sleeping quarters by more than the maximum number of persons as established in the Village of Lombard Code of Ordinances.
 - b. The Board reserves the right to request verification of the total number of people as well as evidence of relationship of occupants in any residential unit. In addition, the Board may use legal regress to bring a unit into compliance. The Board shall set a reasonable deadline for the occupants of an over crowded unit to comply with the Occupancy Limitations.
3. Excessively loud playing of radios, television and/or audio equipment or any other sounds in such manner or at such sound level and/ or time as will disturb other residents in the building is not permitted. Musical instruments shall not be played, nor hand or power tools be used, in a manner producing disturbing noise. By reason of the problems created by the proximity of condominium living, excessive noise from any one or more of these sources occurring between 9:00

p.m. and 9:00a.m. on the following day is considered as creating a disturbance. If the disturbance continues, after a letter of warning from the Management Company, the violators will be subject to a fine for each day the disturbance occurs (see Exhibit "F-1").

4. Unit owners are prohibited from engaging in any behavior and from permitting behavior within their units which may be or may become an annoyance or nuisance to other Unit Owners, occupants, or guests.
5. Dishwashers, garbage disposals, unit washer or dryers, vacuum cleaners and any other noise producing appliances are to used only between 8:00 a.m. and 8:00 p.m.
6. Furniture partially or completely filled with a liquid or semi-liquid, gel or colloidal dispersion substance, such as but not limited to the commonly-known "water beds" shall not be used in any apartment Unit unless the Owner or Resident has provided to the Association a certificate of insurance naming the Association as an additional insured and adequate to protect the Association, and the Owners and Residents from loss, damage or liability arising out of the use of such furniture.

RULES & REGULATIONS REGARDING USE OF PARK AVENUE PARTY ROOM

1. The PARK AVENUE PARTY ROOM is available for use by Owners and Residents. No other individual, group or entity may use the room except at the discretion of the Board, and the Board reserves the right to permit the use of the room as it deems appropriate.
2. A user fee shall be imposed in an amount to be determined by the Board of Managers from time to time. The fee

must be paid in advance by Owners or residents and submitted with a signed PARK AVENUE PARTY ROOM Rental Agreement (attached as Exhibit "R-1") at the time of making reservations for the room.

3. Reservations for the PARK AVENUE PARTY ROOM are based on a first come basis, except that Association events have first priority.
4. The Board reserves the right to require the Owner or tenant to have adequate insurance to protect the Association from loss for any activities the Board, at its sole discretion, feels may increase the risk of liability to the Association. Satisfactory evidence of such insurance must be provided to the Association at least three (3) days prior to the scheduled reservation date. The Board further reserves the right to place any other conditions or terms on the use of the PARK AVENUE PARTY ROOM as it deems necessary to protect the Association.
5. The terms and conditions set forth in the PARK AVENUE PARTY ROOM Rental Agreement are incorporated herein. The PARK AVENUE PARTY ROOM Rental Agreement is attached as Exhibit "R-1".

RULES & REGULATIONS REGARDING ENFORCEMENT POLICIES

1. If a Unit Owner violates or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Association, the following may occur:
 - a. Upon violation by a Unit Owner, the Unit Owner shall be notified of the violation, in a manner prescribed by the Board,

and substantially in the form attached as Exhibit "E-1", by the Managing Agent or the appropriate authorized personnel of the Association and, if the Board so elects, by the Association's attorney. The Unit Owner shall pay the amount specified for each violation, as outlined in the Schedule of Fines attached as Exhibit F-1, or, if no amount is specified, Fifty Dollars (\$50.00) for the time, costs and expenses of this notification, following an opportunity for a hearing as set forth in paragraph 4 below. In addition, the Unit Owner shall also pay:

- i. the amount of any legal fees incurred by the Association as charged to the Association by the attorney; and
 - ii. all costs, damages, expenses and other charges attributable to or resulting from the violation.
- b. Upon further or continuing violations by a Unit Owner, the matter may be forwarded to the Association's attorney for appropriate legal action. All attorneys' fees and costs incurred and all costs, damages, expenses and other charges attributable to or resulting from the violations will be charged back to the Unit Owner's account.

1. Notification may also contain such demands as are necessary to protect the interests of the Association in

accordance with the provisions of the Condominium Property Act, the Declaration and By-Laws and or Rules and Regulations of the Association.

2. Any Unit Owner charged hereunder shall pay all charges assessed within thirty (30) days of notification that such charges are due. Failure to make the payment at this time shall subject the Unit Owner to all of the legal or equitable remedies necessary for the collection of same. Charges assessed under this policy shall be added to and deemed a part of the Common Expenses of the unit owned by the violator(s), and the Association shall have a lien on the unit for the amount thereof.
3. The remedies hereunder are not exclusive and the Board may, in addition, take any action provided for in the Declaration and By-Laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association. The Board shall not be required to proceed as set forth in paragraph 1, but may proceed by any action provided.
4. If any Unit Owner feels that he has been wrongfully or unjustly charged with a violation hereunder, the Unit Owner may proceed as follows:
 - a. Within ten (10) days after the Unit Owner has been notified according to paragraphs 1 (a) or 1 (b) of this section, the Unit Owner shall submit in writing a protest to the Board stating the reasons the Unit Owner feels he has not committed a violation.
 - b. A hearing on the violations shall be held at the next regularly

scheduled Board meeting of the Association, or at such time as the Board shall direct. The time, date and place of said meeting shall be stated in the Notice(s) of Hearing and Violation.

- c. At the hearing, the Board shall have the authority, at its discretion, to continue the hearing without further notice, either at the request of the Owner or upon the Board's own motion.
- d. Should no protest be filed or if the Owner fails to attend the hearing, the allegations in the Notice of Hearing and Violation may be, at the Board's discretion, taken as if confessed.
- e. Should a protest be filed or if the owner attends the hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation.
- f. At the hearing, an Owner may be represented by an attorney. However, if an attorney appears on behalf of the Owner, the Board may continue the hearing until the Association's attorney has been consulted or is present.
- g. After a full hearing, the Board shall state its determination regarding the alleged violation. The Board shall determine and assess the amount, if any, of costs and expenses for the violation; the amount, if any, of attorneys' fees incurred by the Association as charged to the Association by the attorneys; and the

amount, if any, of costs, damages, expenses and other charges attributable to or resulting from the violation. In addition, the Board may determine that there are or may be costs, damages, expenses, and other charges including attorneys' fees, attributable to or resulting from the violation, that will be incurred in the future, and the Board may authorize the Officers and Managing Agents to assess such charges to the Owner's account and against the Owner's Unit as such charges are incurred. The decision of the Board shall be final and binding on the Unit Owner. Notification of the Board's determination shall be made substantially in the form attached as Exhibit "E-2".

- h. Payment of charges made under this policy shall not become due and owing until the Board has completed its determination. However, other legal or equitable remedies may be pursued by the Association during this time.
- 5. Time is of the essence of this policy. Notices are deemed made when deposited in the United States mail, postage prepaid, to the Unit Owner at the unit address, or to such other address as the unit owner may have previously filed with the Board.

RULES & REGULATIONS REGARDING
GANG SIGNS AND GANG ACTIVITY IN
THE COMMON ELEMENTS

(Hereinafter referred to as the "Gang Rules")

Definitions. For the purpose of these Gang Rules, the following definitions shall control: 1. "Gang" means and refers to any two or more persons organized, conspiring together or assembling for the purpose of acting in concert or active participation with one another so as to engage in any Prohibited Conduct, as defined herein.

- 2. "Gang Signs" means and refers to any statement, drawing, depiction, insignia, symbol, color, hand-sign, assertive conduct or object, adopted by or utilized by a gang: to represent the gang, to signify the gang, to signal or communicate with gang members, or to designate gang territory. Gang signs include but are not limited to: hand-signals, color combinations of clothing or otherwise, stars, hearts, crosses, pitchforks, crowns, backwards or upside down letters, earrings, and hats cocked at angles or worn backwards.
- 3. "Prohibited Conduct" means and refers to any action or activity in, upon and across the Common Elements or in any unit in violation of these Rules and Regulations, and I or the Association's Declaration, By- Laws, and/ or any and all other Rules and Regulations adopted by the Board.
- 4. "Minors" means and refers to persons who have not reached their seventeenth birthday.
- 5. "Resident" means and refers to any one of the lessees or occupants of a unit, and any and all of the family members of an occupant or lessee or the guests and invitees of such occupant.
- 6. "Disorderly Conduct" means conduct which tends to breach the peace or disturb the peace and quiet of persons or endangers the morals, safety or health of the community. This conduct includes,

but is not limited to, the making of unsolicited remarks of an offensive disgusting or insulting nature or which are calculated to annoy or disturb the person to or in whose hearing they are made

7. "Reckless Conduct" means and refers to conduct which endangers persons or property or which is wanton or willful and indifferent to the possible adverse consequences of the conduct.
8. "Contraband" means and refers to any cannabis, controlled substance, narcotic, intoxicating, poisonous, stupefying, or anesthetic substances, or paraphernalia thereof; hypodermic needles or hypodermic syringes; bludgeon, black jack, sling shot, sand club, sand-bag, metal knuckles, burglary tools, clubs, pipes, chains, knife, switchblade knife, dagger, dirk, billy, dangerous knife, razor, stiletto, stun gun or taser; tear gas gun projector, bomb, bomb-shell, grenade, bottle or other container containing a noxious or explosive substance, such as but not limited to black powder bombs and Molotov cocktails, artillery projectile; pistol, revolver, sawed-off shotgun, or other firearm, or any other deadly weapon, or ammunition for such weapons, air guns, air pistols, spring guns, spring pistols, B-B gun, or pellet guns, or any other harmful weapon or device; and caustic or harmful substances or inflammable liquids (except such harmful substances or inflammable liquids used and stored for proper and lawful purposes and in compliance with all governmental and manufacturer's requirements).
9. "Loitering" means remaining idle in essentially one location and shall include spending time idly, loafing,

walking about aimlessly, or congregating with other persons.

10. "Unnecessary Repetitive Driving" means to drive a motor vehicle or motor-driven cycle on or through the Common Elements more than four (4) times in any one-half (1/2) hour period.

Prohibited Conduct. The following conduct is prohibited and is a violation of these Gang Rules:

1. Gangs, gang activity, and gang signs on the Common Elements.
2. Painting, spray painting, or graffiti of any kind on any building or the Common Elements.
3. Possession, painting, affixing or exposing of Gang Signs in the Common Elements, display of Gang Signs visible from the Common Elements, or display of Gang Signs in or from any window or on any building.
4. Conduct which tends to alarm, annoy, disturb, or threaten others on the Common Elements.
5. The possession or use of Contraband on the Common Elements.
6. Vandalism or damage to the Common Elements or to any personal property located on the Common Elements, or any conduct on the Common Elements or in any unit which threatens to destroy or damage the Common Elements or any personal property located on the Common Elements.
7. Reckless or disorderly conduct in the Common Elements or in any unit.
8. Conduct anywhere on the Common Elements or in any unit as follows: lewd, immoral or unlawful activity; detainment or abduction of persons; infliction of physical harm to persons; use of force or violence; threatening to inflict physical harm or to use force or

violence; looting, exploitation, intimidation or trespass; theft, robbery, burglary, assaults, battery, sexual misconduct, any other activity which can be construed to be, which can be found to be a crime, or is a crime (as determined by the Board) under the laws of the State of Illinois.

9. Throwing or playing with materials, lighters, or inflammable devices or liquids in the Common Elements.
10. Setting fires or the burning of materials in the Common Elements.
11. Disconnection, alteration, disengagement, interference with, or disruption of fire or security systems or alarms, or smoke detectors or interfering with Association's security personnel, board members or committee members.
12. Fighting or dueling in the Common Elements.
13. Drinking alcoholic beverages, or the possession of alcoholic beverages (except for carrying sealed and closed containers of alcoholic beverages to units by residents or guests, 21 years of age or older) in the Common Elements.
14. Climbing on any building or climbing anywhere in the Common Elements.
15. Tossing objects out of any unit or off of balconies, or throwing any objects in the Common Elements.
16. Baseball, softball, basketball, skateboarding, and other games in the Common Elements, and the use of any toys, games, balls, baseball bats, skateboards, and other devices for playing games in the Common Elements.
17. Gaming or gambling, games of chance, or any activity related to gambling in the Common Elements.
18. Loud noise or music, shouting, or other

disturbances in the Common Elements.

19. Socializing, parties, and social gatherings on the Common Elements.

Curfew. Minors are prohibited from the Common Elements between the curfew hours of 11:30 p.m. Friday and 6:00 a.m. Saturday or between the hours of 11:30 p.m. Saturday and 6:00 a.m. Sunday, or between the hours of 10:30 p.m. and 6:00 a.m. any other day of the week, unless accompanied by and in the charge of a parent, guardian or other companion of the age of 21 years or older, or unless engaged in or coming to and from some occupation or business in which such person may lawfully engage under the laws of the State of Illinois. Any parent, guardian, or other companion accompanying or in charge of a minor during the curfew hours set forth herein shall be responsible for the conduct of the minor while on the Common Elements.

Loitering. It shall be a violation of these Rules and Regulations for any person to loiter in the Common Elements. If any officer or agent of the Association orders any person to leave the Common Elements, and such person fails or refuses to leave the Common Elements, or later returns and resumes loitering in the Common Elements, such person shall be conclusively deemed to be in violation of this section of these Rules and Regulations.

Unnecessary Repetitive Driving. Unnecessary repetitive driving as defined herein shall be a violation of these Rules and Regulations between the hours of 6:30 p.m. through 5:30 a.m., except with the prior written consent of the Association or by persons engaged in Association business.

Eviction of Tenants.

1. Incorporated in Lease. Any lease entered into or renewed after the adoption of these Gang Rules shall

specifically incorporate and attach a copy of these Gang Rules into the lease.

2. **Removal of Residents.** If the Board determines that a resident has violated these Gang Rules more than once or if the Board determines in its sole and absolute discretion (as set forth hereafter) that a resident's violation of the Gang Rules was so egregious that said resident's occupancy of a unit must be terminated for the health, safety and welfare of the other residents or in the best interests of the Association, then the Unit Owner of such unit shall, no later than 15 days after notice of the Board's determination as set forth herein, retain a licensed attorney in the State of Illinois to terminate the lease of such resident and all lessee's occupants of the unit which the resident occupies and initiate such legal action as necessary to evict and remove from the unit and the Association the resident and all other lessee's occupants of the unit.
3. **Leasing Prohibited.** All other owners are prohibited from permitting a resident or any other occupant or lessees of a unit, removed from a unit as set forth above, from occupying their units.
4. **Board's Right to Enforce.** In addition to the enforcement provisions of the Association's Rules and Regulations, and other rights and remedies available to the Board, if any Owner fails or refuses to remove the resident or all occupants and lessees as required herein or later permits occupancy by a person once removed from a unit, the Board, in its sole discretion, may initiate legal proceedings to remove the resident, all such occupants and all lessees from the unit or any unit and charge the costs

and expenses thereof to the owner as provided in the enforcement provisions of the Association's Rules and Regulations.

Enforcement.

Note: Although criminal acts are violations of these Rules and Regulations, the Association does not undertake the responsibility for protecting the residents from criminal conduct. Anyone who suspects criminal activity should report it to the police.

Please also take notice that conduct which puts a resident in fear of immediate bodily harm may be a criminal assault, and any unauthorized or offensive contact (touching) may be criminal battery. If you are a victim of this conduct, you are encouraged to contact the police and place criminal charges.

1. **Unit Owners Responsible.** Unit Owners are responsible for their own conduct and the conduct of all their family members, guests and all residents of their units.
2. **Rights and Remedies.** If the Association suspects a violation of these Gang Rules, the Association may follow the procedures set forth in its Rules and Regulations Regarding Enforcement Policies (hereinafter "Enforcement Procedures"), in addition to any and all other rights or remedies available to the Association. The Association may exercise any and all of the rights and remedies available at law or in equity, concurrently or otherwise, as the Association Board deems necessary or desirable. The Enforcement Procedures are separate and in addition to all other enforcement mechanisms available. The Board shall have such other rights and

remedies as may be available to the Board, including the remedies and enforcement provisions of the Association's Declaration and/or By-laws.

3. **Administrative Expenses/Fines.** The Board may impose administrative expenses and / or fines after notice and an opportunity to be heard in accordance with the Enforcement Procedures. The Board only need determine the conduct or violation occurred or more probably than not occurred based upon its evaluation of the evidence or testimony presented or evaluated. The administrative expenses/fines imposed upon the Unit Owners for a violation of these Gang Rules are specified for each offense in Exhibit "E-3" attached hereto.
4. **Aggravated Offenses.** The Association Board may in its discretion, determine a violation to be an aggravated offense if it determines that (a) the offense involved a gang or gang signs; or (b) personal injury or property damage occurred as a result of the violation; or (c) the offender was found to have committed any one (1) or more prior violations during the previous six (6) months. The Association Board, in the exercise of its sole discretion may reduce the administrative expense/fine amounts set forth in Exhibit "E-3" whenever it deems the circumstances to warrant such action.
5. **Damages, Fees and Expenses.** In

addition to the imposition of the administrative expenses/fines set forth in Exhibit "E-3", or in lieu of such imposition, as the Board deems appropriate, the Board may specially assess any or all of the following charges against a Unit Owner for a violation of these Gang Rules by a Unit Owner or Owner's resident:

- a. the actual costs and expenses for repairing any damage to any property or replacing any property irreparably damaged or destroyed, which property was damaged or destroyed as a result of or in relation to the violation;
 - b. all attorney fees and expenses, court costs, and other fees, costs and expenses incurred by the Association in connection with the enforcement of these Gang Rules or in connection with any criminal or civil proceedings in which the Association or its attorneys participate as a result of the activities identified herein;
 - c. any and all other damages to the Association incurred as a result of such violation or the enforcement thereof.
6. **Binding Effect.** These Gang Rules are binding upon the Unit Owners and all persons in privity with them, their agents and assigns, and all future Unit Owners and upon all individuals and entities identified.

EXHIBIT "A-1"

PARK AVENUE CONDOMINIUM ASSOCIATION ANIMAL REGISTRATION FORM**

Unit Owner's Name:

Address:

Phone:

Resident's name:

Address:

Phone:

Type Of Animal (Cat)

Pet's Name: Breed:

Color: Height: Weight: Sex:

Registration Date:

Tag No. Date of last rabies shot:

The undersigned has read and understands the provisions of the Association's Declaration, Rules and Regulations and the Rules and Regulations Regarding Pets, Pet Litter and Damages by Pets. The undersigned acknowledges and agrees that the undersigned and all occupants of the Unit are bound by the provisions of the Rules and Regulations and will abide by the same. The undersigned also states that the information provided on this form is true and accurate and understands that a fine or other penalties may be imposed at the Board's discretion if the information herein contains any false or misleading statements.

Date:

**This application must be submitted on or before January 1 of each year for each existing cat. If a new cat is acquired during a calendar year, this application shall be submitted within ten (10) days of acquiring the new pet.

EXHIBIT "E-1"

PARK AVENUE CONDOMINIUM ASSOCIATION

To: Date:

.....
.....

NOTICE OF HEARING AND VIOLATION

RE: VIOLATION OF DECLARATION, BY-LAWS OR RULES & REGULATIONS

You are hereby notified, as the Owner of Unit, that you are charged with the following violations of the Association's Declaration, By-Laws or Rules and Regulations. The actions complained of occurred on or about ... and are described as follows:

.....
.....
.....
.....
.....

The Association is governed by its Declaration, By-Laws and various Rules and Regulations. Please note that you must take the actions outlined in the Rules & Regulations Regarding Enforcement Policies, if you deem the charges unjustified.

PLEASE TAKE NOTICE that the Association will hold a hearing on the above allegations, in accordance with the Rules & Regulations Regarding Enforcement Policies, on the day of , at O'CLOCK am/pm at the following address:

You may attend and participate if you choose. SHOULD YOU FAIL TO PROTEST AND/OR APPEAR FOR THE HEARING, COSTS AND EXPENSES OF \$....., PLUS ACTUAL COSTS FOR ANY REPAIR OR DAMAGES, AND ALL ATTORNEYS' FEES INCURRED AS A RESULT OF THE VIOLATION IF ANY, MAY AUTOMATICALLY BE ASSESSED AND ADDED TO YOUR MONTHLY ASSESSMENT.

PARK AVENUE CONDOMINIUM ASSOCIATION

BY:

TITLE:

ADDRESS:

EXHIBIT "E-2"

PARK AVENUE CONDOMINIUM ASSOCIATION

To: Date:.....

.....
.....

NOTICE OF DETERMINATION BY THE BOARD

On the day of, you were notified of violation of the Declaration, By-Laws or Rules and Regulations of the Association.

Pursuant to the Association Rules & Regulations Regarding Enforcement Policies, a hearing was held regarding the above-noted complaint. The Board of Managers, after considering the complaint, has taken the following action(s):

- () The Board has determined that a violation of the Association's Declaration, By-Laws or Rules and Regulations has occurred. Accordingly, costs and expenses of have been assessed against your Unit.
- () The Board has determined that a second or subsequent violation has occurred. We have also elected / not elected to notify our attorney to proceed with legal action as the Board deems appropriate at this time or if further violation occurs.
- () As a result of the violation, legal fees in the amount of \$ have been incurred by the Association, and pursuant to provisions in the Declaration, and Rules & Regulations, these expenses have been assessed against your Unit.
- () As a result of the violation, the costs, as determined by the Board, for repair of damage to Common Elements, units, or other property is \$
- () The Board has determined that there are or may be costs, damages, expenses, and other charges including attorneys' fees, attributable to or resulting from the violation, that will be incurred in the future, and the Board has authorized the Officers or managing Agents of the Association to assess such charges to your account and against your unit, as such charges are incurred.
- () The Board has determined that no offense has been committed.

NOTE: PURSUANT TO THE ASSOCIATION'S RULES & REGULATIONS REGARDING ENFORCEMENT POLICIES, YOU MUST PAY IN FULL ALL CHARGES ASSESSED WITHIN THIRTY (30) DAYS OF THE DATE OF THIS NOTICE. FAILURE TO MAKE PAYMENT AT THIS TIME SHALL SUBJECT YOU TO ALL LEGAL OR EQUITABLE REMEDIES NECESSARY FOR THE COLLECTION OF SAME.

Very truly yours,

PARK AVENUE CONDOMINIUM ASSOCIATION

BY:.....

TITLE:.....

ADDRESS:.....

EXHIBIT "E-3"

GANG RULES

Schedule of Administrative Expenses/Fines - per offense*

Violation	Ordinary Offense	Aggravated Offense
Use or possession of Contraband	\$ 150.00	\$ 300.00
Vandalism, spray painting, loitering	\$ 75.00	\$ 150.00
Fighting/Dueling	\$ 100.00	\$ 200.00
"Criminal Conduct" - nonviolent	\$ 150.00	\$ 300.00
"Criminal Conduct" - violent	\$ 300.00	\$ 600.00
All other violations and curfew	\$ 50.00	\$ 100.00

* Owner will also be charged for any damages resulting from any violation.

EXHIBIT "F-1"

PARK AVENUE CONDOMINIUM ASSOCIATION SCHEDULE OF FINES

Liquidated Amount ---- Administrative Expense for Violations:

VIOLATION

FINE

All violations, unless otherwise specified within the Rules and Regulations Document

First Offense: A warning Violation Letter is issued. From the date the letter is issued, a ten (10) day grace period will then be given to address the issue.

Second Offense: \$50 fine will be issued.

All Subsequent Offenses: \$100 fine will be issued per offense.

Fifth Offense: The Board will request a meeting with the Unit Owner to address the situation in a timely manner.

Liquidated Amount ---- Administrative Expenses for Late Payment or Non-Payment of Assessments:

Late Payment

\$35.00 for each month in which the assessment is not paid on time

Check Returned Unpaid

\$35.00 for each check returned by the bank, plus any bank charges incurred by the Association

Notice & Demand Letter

\$160.00* attorneys' fee plus tract book search, copy and postage costs

* Subject to change based upon charges assessed by Association's attorney.

EXHIBIT "P-1"

PARKING VIOLATION

Date: Time:

This vehicle is parked in violation of the Rules and Regulations of Park Avenue Condominium Association for the following reasons(s):

- No Parking Zone
 - Parked on Sidewalks/Lawns
 - Parking on Drives after Snow Fall and/or Obstructing Snow Removal
 - Blocking Drive
 - Other:
 - Non-Permitted Vehicle
 - Parked in Entrance or Fire Lane
-
.....

Notice: If you neither live in nor own a residence here, or if you were not visiting a resident here, you are subject to prosecution for trespass, which may carry a maximum penalty of one (1) year in jail and/or a fine of One Thousand Dollars (\$1,000.00). If you wish to avoid prosecution, please contact the Association at the Management Office.

EXHIBIT "P-2"

PARK AVENUE CONDOMINIUM ASSOCIATION RECORD OF VIOLATION

Date: Time:

Vehicle Information:

License Plate:

Municipal Sticker & Number:

Make of Car:

Vehicle Model:

Vehicle Color:

Where Parked:

.....

Owner's Name, Address and/or Unit No., if known:

.....

.....

Type of Violation:

- No Parking Zone
- Parked on Sidewalks/Lawns
- Parking on Drives after Snow Fall and/or Obstructing Snow Removal
- Blocking Drive
- Other:
- Non-Permitted Vehicle
- Parked in Entrance or Fire Lane

Filled Out By:

(Signature)

EXHIBIT "R-1"

PARK AVENUE CONDOMINIUM ASSOCIATION PARTY ROOM RENTAL AGREEMENT

DATE:.....

UNIT NUMBER AND ADDRESS:.....

UNIT OWNER

TENANT

Name:.....

Name:.....

Address:.....

Telephone:

City:..... State:..... Zip:.....

Home:..... (.....)

Telephone:

Cell/Office:..... (.....)

Home:..... (.....)

Cell/Office:..... (.....)

Description of Event:.....

of Guests:.....

Rental Date:.....

Alcohol Served:.....

Event Times:

Set-up Time:.....

Start:..... Finish:.....

The undersigned unit owner(s) and/or resident(s) hereby request(s) permission to use the PARK AVENUE PARTY ROOM for the purposes set forth above, at the date and times listed above. I (we) agree to be bound by the agreements, terms and conditions set forth on the reverse side here of and incorporated herein by reference and the Declaration, By-Laws and Rules and Regulations of the Association.

MY (OUR) SIGNATURE BELOW CERTIFIES THAT THE INFORMATION SET FORTH ABOVE IS TRUE AND CORRECT AND THAT I (WE) HAVE READ AND UNDERSTOOD THE TEAMS AND CONDITIONS ON THE REVERSE SIDE HEREOF INCLUDING THE INDEMNIFICATION PROVISIONS OF PARAGRAPH 18.

.....
UNIT OWNER

.....
TENANT

.....
UNIT OWNER

.....
TENANT

NOTE: PLEASE READ THE REVERSE SIDE.
A SECURITY DEPOSIT OF \$150.00 PLUS THE RENTAL FEE MUST BE SUBMITTED WITH THIS AGREEMENT.

**EXHIBIT "R-1" REVERSE SIDE
TERMS AND CONDITIONS**

1. Attendance at the event is limited to the number set forth on the reverse side hereof and approved by management.
2. A guest list must be provided to the Management Office prior to the event. Guests not listed on the guest list will not be allowed access to the PARK AVENUE PARTY ROOM. A "greeter" must be posted at the door during event to direct guests to the room. The event is limited to the PARK AVENUE PARTY ROOM.
3. The owner/resident must remain in the room at all times during the event.
4. The room shall not be used for events advertised in any newspaper, magazine or other medium.
5. No admission charges, fees, tuition, donations or other charges may be charged or collected from anyone attending the event. Food or drinks may not be sold. No sales of any kind are permitted.
6. No commercial activity of any kind may be conducted in the room.
7. Musical groups are not permitted.
8. The event shall not be under the auspices of any organization or used for political, fund-raising or public purposes. The room is intended for personal gatherings and social events.
9. The owner/resident must fully clean the room after the event.
10. The Association's security personnel shall have the authority to discontinue any event if any term or condition of this Agreement or any provision of the Association's Declaration, By-Laws, or Rules and Regulations are being violated, or if the security personnel determine that termination of the event is necessary to avoid a nuisance or disturbance, or to prevent injury or damage to persons or property.
11. The rental fee, as determined from time to time by the board, is payable in advance at the Management Office and submitted herewith. The hours of the event stated on the reverse side hereof are fixed and shall not be extended without permission of the Association.
12. Prior to the event, the Management Office must receive \$150.00 as a security deposit which said sum shall be submitted herewith. The deposit will be returned only if the Owner/resident complies with the rules, terms and conditions of this Agreement. the room is left in a clean condition, and no damage occurs with respect to the room or personal property of the Association.
 - a) If the premises are not returned in a clean condition, the Association may have the room cleaned at such rates as it determines, solely in its own discretion, and the Owner/resident agrees to pay such cleaning costs to the Association. It is further agreed that any damage to the property of the Association, shall be paid QY the Owner/resident.
 - b) If not paid for, the cost of such cleaning, damage, replacement or repair shall be considered additional assessment attributable to the owner's unit and shall be charged to and become a part of the assessment attributable to that unit, and shall also be a personal obligation of the Owner/resident. c) The Owner/resident is obligated to inspect the room and report any damage to the Management Office prior to the event. The Association will inspect the room after the event and all damage will be charged to the Owner/resident unless reported prior to the event.
13. Damage to the building or any violation of the Association's Declaration, By-Laws or Rules and Regulations by the guests are the responsibility of the Owner/resident, and may result in charges and/or fines to be assessed against the Owner/resident.
14. Decorations may not be affixed to the walls.
15. Alcoholic beverages shall not be served.
16. The Association, it's Board, Managing Agent, or employees shall not be responsible for any items left in the room prior to or after the event. The Owner/resident must attend to all items left in the room at all times.
17. The Owner/resident agrees to defend, indemnify and hold harmless the Association, its agents, officers, directors, members, attorneys, assigns, and employees and each of them individually and in their representative capacities from any and all claims, demands, actions, causes of action, suits, debts and damages of any nature arising out of the use of the room by Owner/resident or the guests.
18. If minors attend the event, at least one adult homeowner must be present at all times and will be responsible for the minor's conduct.
19. In the event of a violation or breach of any of the terms and conditions herein, such violation or breach shall be a violation of the Association's Rules and Regulations and the Association shall have, in addition to any other rights or remedies it may have at law or in equity, any and all of the following rights and remedies:
 - a) To terminate the event, without refund of the fee or security deposit, and to suspend the privileges of the violator to use the room.
 - b) To levy a reasonable fine, after notice and an opportunity for a hearing, against the violator in accordance with the Condominium Property Act and the Rules and Regulations of the Association.
 - c) To exercise the rights and remedies set forth in the Association's Declaration for a breach or violation of the Association's Rules and Regulations including but not limited to injunctive relief and the forced sale of the Unit.
 - d) To recover all damages, costs and expenses, including actual attorney fees and costs, incurred as a result of the violation or breach, to assess or charge such amounts plus costs of collection, including actual attorney fees and costs against the Unit or Unit Ownership of the violator, and the amount thereof shall be added to and deemed a part of the violator's assessments and the Association shall have lien against the Unit or Unit Ownership for the amount thereof together with costs of collection. Including actual attorney fees and costs.

Exhibit "R-2"
PARK AVENUE CONDOMINIUM ASSOCIATION

Application and Agreement for Swimming Pool Access and
EXCULPATORY RELEASE, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT

I. APPLICATION

Owner/Resident Name:

Address:

Unit No.:

Telephone:

Home: Office/Cell:

Identify all family members who will be swimming pool users:

Name	Age (if minor)	Relationship
.....
.....
.....
.....

In case of emergency, contact:

Name:

Address:

Telephone: Home: Office/Cell:

Name of Unit Owner (if different from above):

Name:

Address:

Telephone: Home: Office/Cell:

NOTE: PLEASE READ SWIMMING POOL ACCESS AGREEMENT AND THE EXCULPATORY
RELEASE, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT AND SIGN YOUR
NAME BELOW

II. SWIMMING POOL ACCESS AGREEMENT

The undersigned hereby applies for swimming pool access in consideration for access to the swimming pool by the Park Avenue Condominium Association, agrees to abide by the following rules, terms and conditions:

A. Rules.

1. The swimming pool may be used only during pool hours which are determined by the Board of Managers of the Association from time to time and are posted.
2. Children 16 years of age or under must be accompanied by an adult while in the pool area.
3. Children 8 years old and under must be accompanied by an adult at all times. All guests must have passes and owners/residents must always accompany their guests. If an owner/resident leaves the pool area, all guests must also leave.
4. Owners/residents are responsible for the conduct of guests.
5. All owners/residents & guests are swimming at their own risk. The pool does not have attendants and/or lifeguards.
6. Admission to the pool is refused to all persons having any contagious disease, infectious conditions such as colds, fever, ringworm, foot infections, skin lesions, carbuncles, boils, inflamed eyes, ear discharges, or any other condition which has the appearance of being infectious. Persons with excessive sunburn, abrasions which have not healed, corn plasters, bunion pads, adhesive tape, rubber bandages, or other bandages of any kind are not permitted. A person under the influence of alcohol or exhibiting erratic behavior shall not be permitted in the pool area.
7. No food, beverage or gum is permitted in the pool area.
8. All persons must take a shower with soap and warm water before swimming. Sun-tan lotion must be washed off before swimming.
9. Bathers who leave the pool area for any reason must shower before returning to the pool.
10. Swimmers with shoulder-length or longer hair must wear bathing caps.
11. Persons in street shoes, and other spectators, are not allowed in the pool area.
12. Spitting, spouting of water, blowing the nose or otherwise introducing contaminants into the pool is not permitted.
13. Glass, soap, lotion or other material which might create hazardous conditions or interfere with efficient operation of the pool shall not be permitted in the swimming pool or in the pool area.
14. All apparel worn in the pool shall be clean.
15. Diving is not permitted.
16. Proper attire is required at the pool and on all Common Elements of the property. No swimming in "cut-offs" is allowed. Footwear and cover-ups and/or towels over the shoulders are required in all Common Elements. Swimmers must be dry before re-entering the Common Elements. No one shall enter the pool wearing bobby pins, hairpins, and other similar items.
17. Running, pushing or scuffling shall not be permitted in the pool area. No ball playing or Frisbees are allowed in the pool area.
18. Splashing of water in the pool, other than that accompanying normal swimming, shall not be permitted.
19. Noise shall be kept to a minimum.
20. Masks, snorkels, fins, toys, balls, and floatation devices are permitted. Users of the pool area are responsible for removal of all pool 'toys' at the time they leave the pool area. Items are not to be stored in the pool area/restrooms overnight or any extended period of time..
21. Pets are not permitted in the pool area.
22. Bicycles, tricycles, strollers, baby carriages or other similar items are not permitted in the pool area.

23. Users of the pool area are responsible for removal of all articles brought there to by them including, but not limited to, towels, books, magazines, furniture and garbage, at the time they leave the pool area.

B. Violation and Breach

A violation of the pool rules contained herein or posted at the pool, or any breach of this agreement, shall be a violation of the Association's rules and regulations and the Association shall have, in addition to any other rights or remedies it may have at law or in equity, any and all of the following rights and remedies:

1. to revoke or suspend the violator's pool access.
2. to refuse admission to the pool to the individual responsible for the violation or breach.
3. to levy a reasonable fine after notice and an opportunity for a hearing against the violator in accordance with the Condominium Property Act and the Rules and Regulations of the Association.
4. to exercise the rights and remedies set forth in the Association's Declaration for a breach or violation of the Association's Rules and Regulations including but not limited to injunctive relief and the forced sale of the Unit.
5. to recover all damages, costs and expenses, including actual attorney fees and costs, incurred as a result of the violation or the breach, to assess and charge such amounts against the violator, and to assess such amounts plus costs of collection, including actual attorney fees and costs, against the Unit or Unit Ownership of the violator, and the amount thereof shall be added to and deemed a part of the violator's proportionate share of the common expenses and the Association shall have a lien against the Unit or Unit Ownership for the amount thereof together with costs of collection, including actual attorney fees and costs.

III. EXCULPATORY RELEASE, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT

PLEASE READ

In consideration of the issuance of a pool pass and the permission granted me and the minor children named herein and my guests, by the Board of Managers of Park Avenue Condominium Association to enter and to use the swimming pool and all related facilities (hereinafter "the pool") located in the Park Avenue Condominium Association, Lombard, Illinois, and to use said facilities from time to time, the undersigned on behalf of myself and the minor children listed below for whom I am the parent or legal guardian and my guests agree as follows: I have inspected the pool, and have acquainted myself with the swimming pool, and I know the risks and dangers involved in using such facilities, and that unanticipated and unexpected dangers may arise during such use; and I assume all risks of injury or injury to my person and to the person of any of the minor children named herein and my guests, which may be sustained in connection with my and their use of the pool and activities which may occur in and about the pool. I understand that the use of the pool is inherently dangerous and there is risk of injury or death associated with the use of the pool, as a result of negligence by the Association or its agents, officers, directors, members, attorneys, successors, assigns, or employees, and I voluntarily assume, because I choose to do so, all such risk of injury or death and any other identified risks Including negligence, with respect to myself and the minor children named herein, and my guests.

In consideration of the permission granted to me and to the minor children named herein and my guests to enter the premises and to use the pool and all related facilities appurtenant thereto, I hereby and for the minor children named herein and our estate, heirs, administrators and assigns, do release, remise and discharge the Association, its agents, officers, directors, members, attorneys, successors, assigns and employees, and each of them individually and in their representative capacities of and from all claims, demands, actions, causes of action, suits, debts and damages of any sort for death or injury sustained to my person or to the person of any minor child named herein during my or their presence on, in, or about the premises and my participation in the activities at the premises due to negligence or due to any fault. In addition, I hereby agree to hold harmless the Association from any loss of any kind or nature, including attorneys' fees, which it may incur as a result of the use of the premises by me, the minor children named herein, my family or my guests.

I further indemnify and hold harmless the Association, its agents, officers, directors, members, attorneys, successors, assigns and employees, and each of them, individually and in their representative capacities, from any and all claims, demands, actions, causes of action, suits, debts and damages which may be brought by or on behalf of my estate, the minor children named herein, my spouse, heirs, administrators, other interested parties, my guests or myself in any way related, directly or indirectly, in whole or in part, to my use of the premises or the use of the premises by any minor child named herein.

I certify that my application for pool access and attendance and participation by myself and that of the minor children named herein and my guests at the pool is voluntary, and I am not in any way, the employee, servant, or agent of the Association, and that I have executed this Agreement as my free and voluntary act.

I HAVE READ AND UNDERSTAND THE FOREGOING EXCULPATORY RELEASE, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT. IN WITNESS WHEREOF, I have executed this Pool Access Application and Agreement and Exculpatory Release, Indemnification and Assumption of Risk Agreement, this day of, 20..... at Lombard, Illinois.

Unit Owner/Resident Signature:

.....

Names of Minor Children:

.....
.....
.....

EXHIBIT "U-1"

PARK AVENUE CONDOMINIUM ASSOCIATION RECEIPT OF RULES & REGULATIONS FORM

Unit Owner's Name:

Address:

Phone:

Resident's name:

Address:

Phone:

The undersigned has received, read and understands the provisions of the Association's Rules and Regulations and all Exhibits. The undersigned acknowledges and agrees that the undersigned and all occupants of the Unit are bound by the provisions of the Rules and Regulations and will abide by the same. The undersigned also states that the information provided on this form is true and accurate and understands that a fine or other penalties may be imposed at the Board's discretion if the information herein contains any false or misleading statements.

Date:

Owner's Signature(s):

.....

Resident's Signature(s):

.....