

LOFTY CONDOS

CONDOMINIUM ASSOCIATION

ASSOCIATION

RULES

&

REGULATIONS

Prepared 10/15/03

**LOFTY CONDOS CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
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RULES AND REGULATIONS

Introduction

The purpose of this manual is to provide you with information that should help you live comfortably and safely in the Lofty Condos Condominium complex. It will acquaint you with the Rules and Regulations established by the Lofty Condos Condominium Association Board of Directors (the "Board"). These Rules and Regulations are designed to maintain a high quality of life for the Residents which, in turn, will make the Lofty Condos Condominium Association a desirable place to live and will contribute to the investment value of our condominiums. The Rules and Regulations apply equally to Residents, whether Owners or Tenants.

Ownership in the Lofty Condos Condominium complex is governed by a hierarchy of laws, including:

- * The Illinois Condominium Property Act
- * The Declaration Of Covenants, Conditions, Restrictions, and Easements for Lofty Condos Condominium Association
- * By-Laws of Lofty Condos Condominium Association

Since your conduct and rights are in great part governed by these documents, you are urged to read and become familiar with them. Each Unit Owner and/or Tenant will be held responsible for compliance with the Rules and Regulations as set forth in this manual (**FAILURE TO DO SO WILL RESULT IN ACTION BY THE BOARD WHICH COULD LEAD TO THE LEVYING OF FINES AND/OR EVICTION**). The Declaration provides that any costs and/or fees incurred by the Board in the enforcement of these rules shall be borne by the Unit Owner.

Complaints from Owners must be submitted in writing to the Management Company using the appropriate form (see Exhibit A).

Basic Owner Responsibility

1. All Unit Owners and Residents should keep the Management Company informed at all times of problems, suggestions, questions, etc., which they may have. The Management Company can only work to correct problems when they are aware of them. Good communications among Unit Owners, Residents/(Tenants), and Management is essential to the welfare of the Association.
2. Owners and Residents should assist the Board/Management in keeping the Lofty Condos Condominium Common Property and Common Elements in good condition. It is important that each Resident practice good housekeeping procedures within the guidelines outlined herein in order to maintain the condition, attractiveness, and value of Lofty Condos Condominium.
3. Unit Owners, or their Tenants, who are absent from their unit for extended periods of time are responsible for notifying the Management Company where they can be reached in an emergency.
4. Unit Owners must pay their regular, and or special, maintenance fees, and fines on time. Payments are due to the Management Company by the first day of the month in which payment is due. Late charges will be applied to payments received after the 10th of the month as follows:
 - \$25 per late payment.
5. Unit Owners are invited to attend the scheduled meetings of the Board and Management Company. Appropriate time will be included in the meeting agenda for Owner questions and comments. Meeting dates, time, and location are posted in hallways, notification is also mailed to each homeowner, and or are available from the Management Company.
6. Unit Owners are encouraged to attend the Annual Meeting in March of each year. If the Unit Owner desires to use a Proxy, he/she may do so, which should be sealed and mailed/delivered to the Management Company, or someone who will be attending the meeting, prior to the meeting.
7. Each Owner shall be responsible for his/her own insurance on their condominium unit, their personal property, and their own personal liability to the extent not covered by the liability insurance for all Owners obtained by the Association.

Enforcement

Notice Of Violation of the Rules and Regulations herein will be given by the means of a letter from the Management Company stating the rule(s) violation, date, approximate time of the violation, and any other pertinent data. These notices may result from complaints of neighbors, Management, or Board members. Violation notices will be sent to the Resident of the unit and, in the case of a rented unit, also to the Unit Owner.

IMPORTANT: Violation complaints from Unit Owners and/or Residents must be submitted to the Management Company on the appropriate form entitled Violation Complaint-Witness Statement (see Exhibit A--Additional copies of this form are available from the Management Company or the Association Secretary).

Unit Owners will have twenty-one (21) days from receipt of the Notice of Violation and/or fine imposed to inform the Board, in writing, through the Management Company that the violation(s) will be protested. The Board, at its next meeting, will conduct a hearing into the matter(s). While the Board will accept written arguments, it is recommended that the Unit Owner in violation and the Complainant, if any, attend the Board meeting to present their views and be available to answer any questions that may arise. **THE DECISION OF THE BOARD IN THESE MATTERS WILL BE FINAL AND BINDING.**

The Board may contact the Village of Bartlett to enforce certain rules. In such cases, enforcement will be governed in accordance with the City ordinance involved.

Appearance of Units and Common Properties

1. Nothing may be done by any Resident or Unit Owner to alter, modify, or change the common area, open area, or exterior of the building WITHOUT PRIOR WRITTEN CONSENT OF THE BOARD.

Fine: \$100 per violation after one (1) written notice. If not corrected within five (5) days of notice, an additional \$25 per day thereafter until the violation is corrected. In addition, any cost to restore altered change should the Association have to correct the alteration.

2. No personal property items such as grills, baby carriages, playpens, bicycles, wagons, toys, benches, playground equipment, sandboxes, chairs, etc., may be stored or parked when not in use on the lawn, parkways, sidewalks, front entries, or driveways. Items of a decorative nature may be displayed on the front entry patios, subject to the Board's approval.

Fine: \$100 per violation after one (1) written notice. If not corrected within five (5) days of notice, an additional \$25 per day thereafter until the violation is corrected.

3. Draperies, curtains, shades, shutters, and blinds covering the interior surface of windows and patio doors shall be a neutral color, clean and neatly hung so as to present an attractive appearance from the exterior of the unit. No material shall be used as a window or door covering that is not commercially considered to be a curtain, drapery, shade, or blind.

Temporary window/patio door coverings may be used for a maximum of two (2) weeks after the occupants move into a unit. In no case may paper or paper products be used for temporary coverings. No plastic sheeting of any kind may be used at any time as a window or door covering visible from the exterior. Exterior screens must be of like color and kind as those originally supplied by the developer and must be kept in good repair.

Fine: \$50 per violation after one (1) written notice. If not corrected within five (5) days of notice, an additional \$25 per day thereafter until the violation is corrected.

4. Porches, Decks, Patios, Front Entries:

- A. Unit Owners and Residents will keep, patios, decks, and areas around decks & patios clean, orderly, and free from litter and debris. Only items that are commercially considered Deck & Patio items may be allowed on decks & patios with the exception of any items mentioned in the rules as prohibited.

Fine: \$50 per violation after one (1) written notice. If not corrected within 5 days an additional 25.00 per day fine will be charged until violation is corrected. If the violation pertains to debris, if not corrected within 5 days an additional 25.00 per day fine will be charged. If the association has to remove and or clean debris from patio area the cost will be charged back to the homeowner.

- B. Patios and decks may NOT be decorated (other than seasonal decorations), fenced, carpeted, enclosed, adorned, lighted, altered, or changed in appearance in any way without prior written consent of the Board. This rule does not apply to potted flowers or plants.

Fine: \$50 per violation after one (1) written notice. If not corrected within five (5) days of notice, an additional \$25 per day thereafter until the violation is corrected.

- C. Patios and decks may not be used as pet runs. Pets are not to be left outside the unit "unattended".
- D. Clothing, sheets, towels, or blankets must not be hung out or exposed on patios, decks, or porches.

Fine: \$50 per violation after one (1) written notice.

- 5. The maintenance of all exterior doors, windows, is the responsibility of the Unit Owner, with the exception of painting. Any damage to these areas must be promptly repaired. If replacement is necessary, it should duplicate the original. Any deviation to this must be approved in writing by the Board.

Fine: \$50 per violation after one (1) written notice. If not corrected within five (5) days of notice, an additional \$25 per day thereafter until the violation is corrected.

- 6. Exterior holiday decorations:

- A. There are to be no decorations on roofs or chimney tops.
- B. Decorations may not be attached to buildings in such a manner as to damage siding or other structure. The cost of repairs due to the hanging of decorations will be assessed to the Unit Owner.
- C. No decorations creating a safety or electrical hazard will be permitted. All electrical connections must be approved for outdoor service.

Fine: \$100 per violation after one (1) written notice. If not corrected within five (5) days of notice, an additional \$25 per day thereafter until the violation is corrected.

7. Newspapers and debris on Parking lot and the common grounds must be picked up on a daily basis. If the Unit Owner or Resident is absent, they should cancel their subscription(s) or arrange for a neighbor to collect any newspapers and debris deposited during their absence.

Fine: \$50 per violation after one (1) written notice.

8. No clotheslines visible from the exterior of the units are permitted.

Fine: \$50 per violation after one (1) written notice. If not corrected within five (5) days of notice, an additional \$25 per day thereafter until the violation is corrected.

9. **THE BOARD MUST APPROVE Plantings - In-ground floral and ornamental plantings by the Unit Owner or Tenant IN WRITING.** Once planted, the Resident is responsible for their care, maintenance, and replacement. Applications for such plantings must be made in writing, and directed to the Board through the Management Company. **UNAUTHORIZED PLANTINGS MAY BE REMOVED AT THE UNIT OWNER'S EXPENSE. Neither the Association nor its agents shall be responsible for the upkeep of or damage to any such plantings.**

10. Owners and Guests who drive over grass on own driveway will be fined and charged replacement cost.

Fine: \$100 per violation after one (1) written notices plus cost to repair. If not corrected within five (5) days of notice, an additional \$25 per day thereafter until the violation is corrected.

11. No awnings, sheds, or railings of any kind will be allowed.

Fine: \$50 per violation after one (1) written notice. If not corrected within five (5) days of notice, an additional \$25 per day thereafter until the violation is corrected.

12. No fences may be installed without prior written consent from the Board.

Fine: \$50 per violation after one (1) written notice. If not corrected within five (5) days of notice, an additional \$25 per day thereafter until the violation is corrected.

13. Unit entry doors shall be replaced with the same as original installation. Homeowner must submit architectural form for Board approval prior to installation.

Fine: \$50 per violation after one (1) written notice. If not corrected within five (5) days of notice, an additional \$25 per day thereafter until the violation is corrected. The cost of replacement will be assessed to the Unit Owner.

14. No outside antennas are allowed other than those provided by the Association. Satellite dishes are permitted as long as they are strapped to the post of railing of your unit. They must be mounted to the interior side of your railing and NOT on the outside. Any deviation from this rule must have written approval from the Board.

Fine: \$100 per violation after one (1) written notice. If not corrected within five (5) days of notice, an additional \$25 per day thereafter until the violation is corrected.

15. Wind chimes are allowed on the unit, but must not create a disturbance. If a disturbance is created, homeowner will be asked to move the chimes to a different location on their deck or patio where wind is not as strong to reduce the noise. If this does not help, chimes must be removed.

Fine: \$50 per violation after one (1) written notice. \$25 per day thereafter until violation is corrected.

16. Bird feeders/houses are NOT allowed on decks or patios. They are not permitted anywhere on the common property

Fine: \$100 per violation after one (1) written notice. \$25 per day thereafter until violation is corrected.

17. Malibu lights are permitted. No colored walkway lights or lamppost of any kind are allowed. Lights must be maintained or will be removed at homeowner's expense.

Fine: \$50 per violation after one (1) written notice. If not corrected within five (5) days of notice, an additional \$25 per day thereafter until the violation is corrected.

18. No flammable light, other than table candles, are allowed on decks/patios. CHARCOAL GRILLS AND TORCH LIGHTS are NOT permitted on any deck or patio. Gas grills are permitted.

Fine: \$100 per violation after one (1) written notice. If not corrected within five (5) days of notice, an additional \$50 per day thereafter until the violation is corrected.

19. Christmas lighting and decorations are permitted 30 days prior to the holiday and must be removed 30 days after the holiday.

Fine: \$50 per violation after one (1) written notice. \$25 per day thereafter until the violation has been corrected.

20. No exterior painting, staining, or concrete repairs are allowed without written consent by the Board.

Fine: \$100 per violation after one (1) written notice. If not corrected within five (5) days of notice, an additional \$25 per day thereafter until the violation is corrected.

21. Lawn ornaments are NOT allowed in front of units, Lawn ornaments ARE permitted on your deck or patio, and are subject to approval by the Board.

Fine: \$50 per violation after one (1) written notice. If not corrected within five (5) days of notice, an additional \$25 per day thereafter until the violation is corrected.

22. No window air conditions are permitted. Homeowners are responsible for their air conditioning units located on the common property. The pads on which they are mounted are homeowner responsibility to maintain.

Conduct

1. No industry, business, trade, occupation, or profession of any kind, commercial religious, educational, or otherwise designated for profit, altruism, exploration, or otherwise shall be conducted in any manner that interferes with the community rules or standards.

Fine: \$50 after one (1) written notice. If the activity in violation does not cease within five (5) days after written notice, an additional \$50 per five (5) days thereafter until such activity ceases.

2. No litter or waste is to be disposed on the Common Property.

*Fine: First Violation--Cost of removal and written notice.
Subsequent Violations--Cost of removal and \$50 without notice.*

3. Playing of radios, stereos, TV's, music instruments, or other noises at volumes disturbing to other Residents is strictly prohibited.

Fine: City ordinance plus \$50 per violation after one (1) written notice.

5. There is to be no noxious or offensive activity in any unit or on the Common Property which may create an annoyance to other Residents.

Fine: \$100 per violation after one (1) written notice.

6. Nothing shall be done to a unit or the Common Property, which will increase the rate of insurance on the Property.

Fine: \$100 per violation plus cost of increase of insurance.

7. Each Unit Owner agrees to maintain, repair, and replace, at his/her expense, all portions of the Common Property which may be damaged by reason of his/her pets or any occupant's act or neglect, or by the act of neglect of any invited guest(s) of such Unit Owner or occupant.

8. Residents are responsible for all Common Property (grounds and buildings) when moving in or out or when having items delivered. Residents must accept responsibility for the moving company they hire or deliverymen going into their unit.

Fine: \$150 per violation plus cost to repair and/or clean.

9. No basketball playing or hockey nets will be allowed on the property of Lofty Condos.

Fine: \$50 per occurrence after first violation.

Rentals

1. When intending to rent, the Unit Owner must contact the Management Company in writing at least ten (10) days prior to occupancy with the following:
 - A. Completed Condominium/Townhouse Information Form provided by the Management office upon homeowner's notification to the Management Company.
 - B. True copy of the lease signed and dated for a length of not less one (1) year.
 - C. Completed Rider to Lease forms (see Exhibit B).

Fine: \$100 for not filing any of the above and an additional \$50 for each additional ten (10) day period that this information is not received.

2. The Unit Owner is responsible for all assessments, penalties, fines, and damages incurred by his/her Tenants and/or their guests.
3. In the event a Tenant violates the Rules and Regulations of the Lofty Condos Condominium Association, the Management Company will notify the Unit Owner and Tenant in writing. The Unit Owner is responsible for ensuring that his/her Tenants comply with the Declaration, By-Laws, and Rules and Regulations of the Association.

Penalty: Continued violations could lead to eviction action in conjunction with the Condominium Declaration, By-Laws, Rules and Regulations, and the laws of the State Of Illinois.

4. No Unit Owner may lease less than the entire unit, or sublease a portion of the unit, nor may the unit be leased for transient or hotel purposes.

Penalty: Eviction action in conjunction with the Condominium Declaration, By-Laws, Rules and Regulations, and the laws of the State Of Illinois.

Sales

1. Lock Boxes are allowed, however, ONLY on the railing. It is homeowner responsibility to inform the Realtor that the lock box must be removed within 1 day after the closing. If the lock box is not removed within 5-days after the closing, the association will cut the lock box off.
2. No Paid Assessment clearance letter will be released by management has received the following from the owner or their attorney:
 - A. The management company has been notified in writing of the owner/seller's intent to sell.
 - B. All applicable processing fees due to the management company have been paid in full or prior arrangements must be made with the seller's attorney to collect those fees at closing.
 - C. It is the seller's responsibility to turn over their copy of the associations Declarations & ByLaws, Rules & Regulations, and Coupon Book to the buyer at closing. If these documents are not provided at closing, applicable fees are to be charged and collected at closing. Management will disclose those fees in the Paid Assessment Letter. The buyer will be sent the documents via first-class mail after closing.
3. A non-refundable move-in fee of \$200.00 is required for all new owners. This is to be made payable to Lofty Condo's Condominium Association and payable at the closing. Management will disclose this in the Paid Assessment Letter provided at closing.

Non-Resident Owners

All Unit Owners who do not reside in the unit owned by them shall provide the Management Company with the following information:

1. Owner's permanent Resident address and phone number.
2. Where the Owner can be reached in an emergency (work phone, etc.).

Any expense the Association incurs in locating the Unit Owner who fails to provide the above information shall be assessed to that Unit Owner.

Unless otherwise provided by law, any Unit Owner who fails to provide the above information shall be deemed to have waived the right to receive notices at any address other than the address for their unit. The Association shall not be liable for any loss, damage, injury, or prejudice to the rights of said Unit Owner caused by any delays in receiving said notices.

It is the Homeowners responsibility to provide the Management Company a current lease for each tenant occupying their unit, or units. Expired leases are not valid and must be replaced with a current lease.

Pets

1. Effective May 1, 2006 **no** dogs are allowed. Any resident having a dog before May 1, 2006 is required to register this animal with the management company and is grand-fathered in.

Fine: \$500 violation, and \$50.00 per week thereafter until the dog is removed.

2. Grand-fathered dogs must weigh no more than 30 pounds at maturity. No more than two (2) pets over the age of two (2) months, except for birds or fish.

Fine: \$50 per violation after one (1) written notice. If not corrected within five (5) days, an additional \$25 per day thereafter until the violation is corrected. Village ordinance also applies and subsequent fines will incur.

3. The Unit Owner is financially responsible for all damages to the Common Property resulting from the activities of **ANY** pet residing in their unit, e.g., killing grass from urine.

Fine: Cost to repair and/or repair replace and \$100 after written notice. Fines from the Village Health Department will also incur.

4. Any pet fecal matter deposited on the Common Grounds must be cleaned up immediately by the pet's owner.

Fine: First Violation -- Cost to clean up and \$100. Subsequent Violations -- Cost to clean up and \$150. Village Health Department fines will also incur.

5. Any pet is not to create a nuisance, disturbance, or health hazard for any other resident on their property.

Fine: \$100 after one (1) written notice. \$100 per violation thereafter. Village Health Department fines will also incur.

6. Any pet, when on the Common Property, must be accompanied by the Resident pet owner and under control at all times. When being walked, all pets must be on a leash, including cats. No tethering at any time is allowed, including, but not limited to, attachment to the owner's home or secured in the ground.

Fine: \$100 after one (1) written notice and \$100 for subsequent violations without written notice. Village ordinance fines will also incur.

7. If any Owner continually violates rules concerning ownership of their pet, the Board will, on an individual basis, require the Owner to remove the pet from the residence.

Vehicles - Parking

1. The parking areas on the Property, shall be used exclusively for the parking of automobiles and vans. No more than (2) approved vehicles may be regularly parked in the parking lot. No boats, trailers, commercial vehicles, motorcycles, bicycles, motor homes, recreational vehicles, or other vehicles or property of any kind shall be parked or stored thereon except without the expressed approval of the Board or its Management Company. The Board reserves the right to designate an area where vehicles other than automobiles and vans may park.

Fine: After three (3) days following written notice to correct the violation, the vehicle or property in violation may be removed with all related expenses paid by the Unit Owner and \$50 fine. Subsequent Violations: Cost to remove and \$100 fine without written notice.

3. Abandoned vehicles are not permitted on the Common Property or driveways. A vehicle is considered abandoned for any of the following reasons:

- A. It is inoperable in its present condition.
- B. It has not been moved for five (7) consecutive days or more and is apparently deserted.
- C. It does not have a current, valid license plate.
- D. It has been deserted as clearly indicated by the acts of the Owner and condition of the vehicle.

Fine: After three (3) days following written notice of the violation, along with the vehicle being stickered with intent to tow, the vehicle may be removed with all expenses paid by the Unit Owner and \$25 per day of non-compliance. Village ordinance also applies and fines will incur.

4. No automotive repairs, including oil changes, may be performed on any vehicle in the driveways or on the Common Property without the expressed written approval of the Board or the Management Company.

Fine: \$100 per violation without notice.

5. The Unit Owner shall be responsible for damage resulting from fluids leaking from vehicles.

Fine: 1st Violation – Written notice notifying Unit owner with a warning along with the cost owed for any and all repairs and labor to correct violation.

2nd Violation - \$100 per violation after 1st plus cost of any and all repairs without written notice.

6. No vehicles of any kind, including snowmobiles, motorcycles, ATV's are permitted on other than paved surfaces.

Fine: \$100 per violation plus cost of any and all repairs without written notice.

7. No vehicles shall be parked in such a manner as to obstruct pedestrian right-of-way on the Common sidewalks.

Fine: \$100 per violation. Village ordinance applies and may involve fine by the Village.

8. No vehicle shall have any wheels parked on the grass at any time.

Fine: \$100 per violation plus cost of any and all repairs without written notice.

9. No vehicle shall be on the property in a manner that may become a hazard to anyone, i.e., left unattended on a jack, or bricks under tires, or truck or hoods being left open.

10. Motorcycles must park in the designation area only. Those parked in any other area other than the designated area will be towed at owner's expense.

11. The parking lot is plowed when snowfall reaches and exceeds 2 inches. Homeowners are required to move their vehicles to a snow cleared area in the parking lot, allowing the plows access to parking spaces unavailable to clean on the first plowing. Unless you have advised the management company that you are out of town or unable to move your car for some reason in advance of the snowfall, your car may be towed at your expense.

Conduct

1. No industry, business, trade, occupation, or profession of any kind, commercial religious, educational, or otherwise designated for profit, altruism, exploration, or otherwise shall be conducted in any manner that interferes with the community rules or standards.

Fine: \$50 after one (1) written notice. If the activity in violation does not cease within five (5) days after written notice, an additional \$50 per five (5) days thereafter until such activity ceases.

2. No litter or waste is to be disposed on the Common Property.

*Fine: First Violation--Cost of removal and written notice.
Subsequent Violations--Cost of removal and \$50 without notice.*

3. Playing of radios, stereos, TV's, music instruments, or other noises at volumes disturbing to other Residents is strictly prohibited.

Fine: City ordinance plus \$50 per violation after one (1) written notice.

5. There is to be no noxious or offensive activity in any unit or on the Common Property which may create an annoyance to other Residents.

Fine: \$100 per violation after one (1) written notice.

6. Nothing shall be done to a unit or the Common Property, which will increase the rate of insurance on the Property.

Fine: \$100 per violation plus cost of increase of insurance.

7. Each Unit Owner agrees to maintain, repair, and replace, at his/her expense, all portions of the Common Property which may be damaged by reason of his/her pets or any occupant's act or neglect, or by the act of neglect of any invited guest(s) of such Unit Owner or occupant.

8. Residents are responsible for all Common Property (grounds and buildings) when moving in or out or when having items delivered. Residents must accept responsibility for the moving company they hire or deliverymen going into their unit.

Rentals

1. When intending to rent, the Unit Owner must contact the Management Company in writing at least ten (10) days prior to occupancy with the following:
 - A. Completed Condominium/Townhouse Information Form provided by the Management office upon homeowners notification to the Management Company.
 - B. True copy of the lease signed and dated for a length of not less one (1) year.
 - C. Completed Rider to Lease forms (see Exhibit B).

Fine: \$100 for not filing any of the above and an additional \$50 for each additional ten (10) day period that this information is not received.

2. The Unit Owner is responsible for all assessments, penalties, fines, and damages incurred by his/her Tenants and/or their guests.
3. In the event a Tenant violates the Rules and Regulations of the Lofty Condos Condominium Association, the Management Company will notify the Unit Owner and Tenant in writing. The Unit Owner is responsible for ensuring that his/her Tenants comply with the Declaration, By-Laws, and Rules and Regulations of the Association.

Penalty: Continued violations could lead to eviction action in conjunction with the Townhouse Declaration, By-Laws, Rules and Regulations, and the laws of the State Of Illinois.

4. No Unit Owner may lease less than the entire unit, or sublease a portion of the unit, nor may the unit be leased for transient or hotel purposes.

Penalty: Eviction action in conjunction with the Condominium Declaration, By-Laws, Rules and Regulations, and the laws of the State Of Illinois.

5. Each unit owner leasing their unit shall pay a security deposit of \$150.00 as a damage deposit for the exterior common elements of the Association. The unit Owner shall be responsible for any damages above and beyond the \$150.00 so collected, which are determined to have been caused by the leasing of the unit. Each Unit Owner shall notify the Association and shall comply with item (1) above and further notify the Association of any vacancies.

Lofty Condos CA Emergency Contact Form

Name(s) of Owner(s) _____

Unit Address _____

Permanent Mailing Address of Owner(s) if other than unit

Phone Number of Owner(s): Day _____

Evening _____

Email Address _____

If Rented, Tenant(s) Name(s) _____

Phone Number of Tenant Day _____

Evening _____

Number of Pets _____ Dog _____ Cat (s) _____ Other _____

Breed _____ Color _____

Number of Vehicles Parked on Property (including garages)

Make _____ Model _____ Year _____ License Plate # _____

Make _____ Model _____ Year _____ License Plate # _____

A copy of your homeowners insurance certificate is required to be on file by your Board. Please attached a copy to this questionnaire and return to Care Property Management within 10 days of receipt.

Please be sure to contact your management company if your car is not moved for more than 7 days.

Please be sure to let us know any changes that occur so that we can keep our records current.

This information will be on file with Lofty Board and your management company for emergencies only and not distributed in any manner.

EXHIBIT A

LOFTY CONDOS CONDOMINIUM ASSOCIATION

VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE NOTE: A Violation Complaint must be completely filled out or the Board will not consider the complaint valid. After the report has been filed, it will be necessary for you to appear at a hearing. The violator will also be asked to attend this meeting. After hearing this case, the Board will determine if a violation occurred and if a fine should be levied.

Offender's Name _____

Address: _____

Violation Location: _____

Date of Violation: _____ **Approx. Time:** _____

Violation(s): _____

Were any photographs taken? _____ **Yes** _____ **No**

If so, by whom: _____

Attach all photographs to this form or forward as soon as possible. Include photographer's name and date taken as well as the name(s) of anyone else who was present.

Report submitted by: _____

Phone: _____ **Address:** _____

I have made the above statements based on my personal knowledge, and I will cooperate with the Association and its Attorneys to provide additional statements or affidavits. In the event of a hearing or trial, I will appear to testify as a witness.

Signature **Date**

EXHIBIT B

LOFTY CONDOS CONDOMINIUM ASSOCIATION

RIDER TO LEASE

This Rider is added to the attached lease in accordance with the Rules and Regulations of Lofty Condos Condominium Association. By this Rider, the undersigned parties to said lease expressly acknowledge that Lessee(s) shall be subject in all respects to the provisions of said Association Declaration, By-Laws, and Rules and Regulations, and failure by the Lessee to comply with the terms thereof shall be a default under the lease.

The Board of Lofty Condos Condominium Association shall be a third party beneficiary of said lease and shall be entitled to pursue all legal and equitable remedies available to either party under the lease in the event of any default. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

_____(Seal) _____(Seal)
Lessor (Landlord) Lessee (Tenant)

_____(Seal) _____(Seal)
Lessor (Landlord) Lessee (Tenant)

Date: _____

NOTE: A signed original of said lease and this Rider must be sent to the Management Company for its files in accordance with the Rules and Regulations of the Association .

RULES REGARDING MAIL-IN ELECTION OF DIRECTORS FOR THE LOFTY CONDOS CONDOMINIUM ASSOCIATION

1. **NOMINATION OF A CANDIDATE FOR THE POSITION OF DIRECTOR.** Any qualified unit owner may be a candidate for the Board of Managers. In the event that a unit owner is a legal entity, such as a corporation, partnership or a trustee under a land trust, a candidate for director may be a beneficiary, an officer, partner or employee. Note, however, in the event of a dispute, candidates may be required to verify that they are qualified by exhibiting written documentation acceptable to the present Board or its duly authorized Committee. **Since all candidates will be elected by mail-in ballot, no candidate nominating applications will be accepted after the deadline.**

A nomination is official when made in writing to the Lofty Condos Condominium Association, c/o its Property Manager, _____, _____, Illinois _____, and received not later than Friday, _____, 20__ at 5:00 p.m.

Qualifications: In order to run for the Board of Directors, in addition to being an owner or representing an owner as aforesaid, the candidate or his principal must be a member in good standing of the Association. A member in good standing is defined as any member who has paid all assessments and charges owed to the Association by the last day of the month preceding the election.

2. **VOTING.** For each election of members to the Board of Directors, a voting member may cast his vote for each vacancy on the Board or if cumulative voting is allowed, he may cumulate his votes by casting all of his votes for less than all vacancies on the Board. Voting members must cast a separate ballot for each unit represented by the particular voting member and votes will be tabulated based upon the percentage of ownership. Ballots shall be retained by the Association for a period of one year.

3. All ballots will be sent out with (1) a return envelope, (2) an envelope marked "Official Ballot," (3) a slip marked "name," "unit number," "percentage of ownership" and "signature." The completed ballot shall be placed in the secret "Official Ballot" envelope and sealed. The slip with the name, unit number, percentage of ownership and signature will be placed in the return envelope along with the sealed "Official Ballot" envelope and returned to the Association on or before the deadline. Ballots received (not postmarked) after the deadline will be marked void. Absolutely no proxies will be accepted.

4. **MAIL-IN BALLOTS.** An Election Committee has been or will be appointed to monitor the election and count the ballots.

5. ELECTION AND THE CASTING OF BALLOTS. At the Annual Meeting, all ballots will be tabulated and the results will be announced. The names of all nominees as of Friday, _____, 20__ will be on the ballot. All ballots will subsequently be distributed and returned for tabulation, under the supervision of the Election Committee.

6. TABULATION. Following the election deadline, the ballots will be kept in a secure place, unopened, until the Annual Meeting, where they will be opened, tallied and the aggregate vote totals determined for each nominee. All candidates for office may be present during the tabulation of ballots.

7. REVOCATION OF MAIL-IN BALLOT. At the Annual Meeting, prior to the call to order of official business, any unit owner may revoke his mail-in ballot. If an owner opts to revoke his ballot, it shall be marked "void" and then the owner will have the option of filling out a new ballot.

8. RESULTS OF ELECTION. As soon as the results are known, the names of the individuals elected will be announced. The _____ (__) candidates receiving the highest number of votes shall be elected for a two year term. The remaining _____ (__) shall be elected for a one year term. The ballots, proxies, voting member designation cards and lists, and the results of the election (including the master tally sheets) will be kept for a period of one year. After the results have been announced, the Board of Directors shall convene as soon as possible to elect officers for the next year.

9. CAMPAIGN RULES. All campaign literature shall be signed by the proponents thereof (by name) and may be delivered to the various unit owners in person between the hours of 9:00 a.m. to 6:30 p.m., or by mail. **NO LITERATURE SHALL BE POSTED IN OR AROUND THE BUILDING.**

Ballot Number _____

OFFICIAL MAIL-IN BALLOT

All ballots shall be returned in the enclosed "Official Ballot" envelope along with the information slip to be inserted in the return envelope and received no later than 5:00 p.m. on _____, 20____ at the office of the addressee.

Vote for _____ Candidates

[illegible]

**NOMINATION APPLICATION FOR CANDIDATE FOR
THE BOARD OF DIRECTORS OF
LOFTY CONDOS CONDOMINIUM ASSOCIATION**

The undersigned, being a member of the Lofty Condos Condominium Association, does hereby submit his or her name as a candidate for the position of Director on the Board of Managers of said Association.

The undersigned does hereby certify that he/she is a member in good standing and is the only candidate from the unit listed below:

Qualifications: _____

Experience: _____

Statement: _____

DATED: _____, 20____

Unit # _____

Signature of Association Member

**NOTICE OF ANNUAL MEETING OF UNIT OWNERS
OF
LOFTY CONDOS CONDOMINIUM ASSOCIATION**
an Illinois Not-For-Profit Corporation

Notice is hereby given that the Annual Meeting of the members of the Lofty Condos Condominium Association, an Illinois not-for-profit corporation, will be held at _____ p.m. on _____ day of _____, 20____, at _____, Illinois, for the purpose of electing the Board of Managers of said Association.

The By-Laws and Declaration of the Association require that the Board verify qualifications of all candidates running for the Board of Managers and publish the slate of candidates to all unit owners. Therefore, all nominations must be received by the Property Manager, by _____ p.m. on Friday, _____, 20____. You may send all nominations to the Management Office at _____, Illinois _____.

FOR THE ABOVE REASON,
NO NOMINATIONS WILL BE ACCEPTED AFTER THE
DEADLINE OR FROM THE FLOOR.

After the deadline, a ballot listing all of the known candidates will be sent to you, which must be received by the manager by the prescribed deadline. The ballots will be opened and counted at the Annual Meeting and the results will be announced at that time. Thereafter, there will be a brief meeting of the new Board to elect the officers.

Respectfully submitted,

Board of Directors
Lofty Condos Condominium Association

LOFTY CONDOS CONDOMINIUM ASSOCIATION (the "Association")
RULES AND REGULATIONS REGARDING
INSURANCE

1. Henceforth, the Association's property insurance covering common elements and units shall also include limited common elements and except as otherwise determined by the Board, base walls, floors and ceilings of the units.

2. Common elements shall include fixtures within the unfinished interior surfaces of perimeter walls, floors and ceilings which were initially installed by the developer. They shall not include room divider walls and doorways or other walls added by a past or current owner as an improvement to the unit. All floor, wall and ceiling coverings are excluded.

3. All insurance for improvements, additions and betterments to the units must be maintained by the unit owner.

4. The Board of Directors reserves the right to acquire insurance for unit improvements, additions and betterments, but they shall be assessed against the units so affected.

5. Improvements, additions and betterments are defined as all decorating, fixtures and furnishings added to, installed or located in the unit, including electrical fixtures, appliances, HVAC equipment, water heaters or built-in cabinets installed by current or past owners.

6. Deductibles. In the instance an insurance claim is made, the Board of Directors reserves the right to either pay the amount of the deductible as a common expense or assess the amount against the unit owner(s) who caused the damage or cause those owners to pay the deductible.

7. When there is a claim for property damage, the Association's insurance is the primary insurance.

8. For any losses claimed under the Association's insurance policy, the proceeds shall be payable to the Association. The order in which proceeds are disbursed are as follows:

- a. Repair or restoration of common elements.
- b. Bare walls, ceilings and floors of units.
- c. Betterments and improvements insurance by the Association (if any).

UNIT OWNERS ARE NOT ENTITLED TO RECEIVE ANY PORTION OF THE PROCEEDS, unless there is a surplus.

9. Unit Insurance.

a. The Board may require each unit owner to purchase insurance covering personal liability and damage cause to another unit by negligence. The liability coverage must include the deductible of the owner whose unit is damaged, any damage not covered by insurance, as well as decorating, floor and wall coverings, appliances, furnishings, etc..

b. If the unit owner does not purchase the required insurance required by the Board, the Board of Directors reserves the right to purchase unit owner insurance and charge the premium cost back to the unit owner.

c. All contractors performing work on Association property, whether on the common elements, limited common elements or units, exceeding \$10,000 shall provide a certificate of insurance naming the Association, the Board and managing agent as additional insured parties, as a condition of approval before any work may commence.

LOFTY CONDOS CONDOMINIUM ASSOCIATION (the "Association")
RULES AND REGULATIONS REGARDING
THE INSTALLATION OF SATELLITE DISHES

In the interests of the health, safety, and welfare of the Association, the Board has adopted the following Rules and Regulations:

1. Any owner interested in installing a satellite dish one meter or less in diameter should refer to the Association's instructions for installation of satellite dishes. Satellite dishes greater than one (1) meter in diameter are prohibited.

2. Satellite dishes may only be installed on portions of property within the owner's exclusive use or control. This would include the Limited Common Elements of the Association only. Any deviations must be approved by the Board of Directors prior to the installation of the satellite dish. Satellite dishes may NOT be installed on the Common Elements without the prior written consent of the Board.

3. To protect the health, safety and welfare of the residents, the Board strongly suggests that satellite dishes be professionally installed. If the owner uses a professional installer, the unit owner must provide proof that the contractor is insured and licensed. All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires.

5. In order to protect the health, safety and welfare of the residents and their property the Board reserves the right to inspect the installation and maintenance of the satellite dish.

6. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.

7. The unit owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days notice from the Board may result in the removal of the dish.

8. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation of the satellite dish. In addition, the owner must restore the property to its original condition upon removal of the dish.

9. The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. Owner

agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish. Upon installation of the dish the owner must execute the attached hold harmless agreement.

10. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new hold harmless agreement, the dish must be removed prior to conveyance.

11. All satellite dishes shall be constructed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the dish in conformance with the Rules and Regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.

Lofty Condos Homeowner's Association

Bartlett, IL 60103

C/O MGD Property Specialists, Ltd.
1276 Williamsburg Drive
Schaumburg, IL 60193

Phone: 847-891-9794

Fax: 847-891-9874

Email: mgd@mgdproperties.com

November 15, 2017

RE: Rule Amendments

Dear Unit Owners,

To ensure that we can continue to keep the costs of insurance for the property as low as possible, the following rules have been adopted by the Board of Directors of this association:

- 1) Any unit purchased after November 15, 2017 must be owner occupied and cannot be rented. Any unit purchased prior to November 15, 2017 can still be rented per the old rules. All units being rented MUST provide the management office with a current copy of the lease listing the tenant(s) name and phone number.
- 2) All rental units MUST provide a "Crime Free Lease Addendum", signed by all tenant(s) and owner(s). Failure to provide the lease or crime free addendum can result in fines up to \$5000 being levied on the unit owner's account.
- 3) Any unit owner renting their unit must provide proof their renters have renter's insurance. Failure to provide proof of insurance yearly will result in fines being levied to the unit owner's account.
- 4) "Charcoal grills are strictly prohibited on the property. Gas grills are allowed, but any grilling must occur at least three feet from the building, and there must be a fire extinguisher located within three feet of the grill."

Please include these rules with the rest of the rules of the association. Also, please disseminate all information to your tenants, if applicable. The Lofty Condo Census Form and the Crime Free Lease Addendum (if your unit is a rental) must be returned to the management office by December 31, 2017, or a fine of \$100 will be levied to the unit owner's account. If you have any questions, please contact the management office at 847-891-9794.

Sincerely,

Board of Directors

Lofty Condos Condominium Association

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner (or Owners' agent or representative) and Resident agree as follows:

1. Tenant, any member of the Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of Tenant's household, **shall not engage or in any way be involved in, any criminal activity, including drug related criminal activity, on or near the said premises.** Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance or cannabis (as defined in the Illinois Compiled Statutes).
2. Tenant, any member of the Tenant's household, a guest, or invitee at the unit, in the unit, or on the common grounds, or any person in the unit or on the common grounds invited there in any way by the Tenant or a member of the Tenant's household **shall not engage in any act intended to facilitate or that does facilitate criminal activity, including drug-related criminal activity, or on the said property.**
3. Tenant, and every member of the household **shall not permit the dwelling unit to be used for criminal activity, or to facilitate criminal activity, in the unit or on the common grounds, including drug-related criminal activity, regardless of whether the individual engaging in such activities is a member of the household, a guest or invitee, and regardless of whether the Tenant is at home during any such offense.**
4. Tenant, and member of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, **shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, or cannabis, at any location whether in, at, on, or near the property.**
5. Tenant, any members of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of Tenant's household, **shall not engage in any illegal activity, including prostitution as defined in the Illinois Compiled Statutes, criminal street gang activity as defined in the Illinois Compiled Statutes, threatening or intimidating as prohibited in the Illinois Compiled Statutes, assault as prohibited in the Illinois Compiled Statutes, including but not limited to the unlawful discharge of firearms on or near the dwelling unit or common grounds, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other Tenant or involving imminent or actual serious damage as defined in the Illinois Compiled Statutes.**
6. **VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPRARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a **single violation** shall be good cause for **IMMEDIATE termination of the lease** under the Illinois Compiled Statutes. Unless otherwise provided by law, proof of violation shall not require criminal conviction, **BUT SHALL BE BY A PREPONDERANCE OF THE EVIDENCE.** Tenant consents to venue in any justice court precinct within the county wherein the unit is located in the event Owner initiates legal action against the Tenant. **Tenant hereby waives** any objection to any venue chosen by owner. **Tenant agrees that service of process** of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient of purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signor, occupant or guarantor, **if waived upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein,** notwithstanding the fact that a Tenant, co-signor, occupant or guarantor may reside at a different location other than the property address described in the lese agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement. This provision shall be effective for any extension, renewal or modification of the initial lease.
7. In case of conflict between the provision of this addendum and any other provision of the leases, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between the Owner and Resident.

Resident's Signature

Owner's Signature

Resident's Signature

Owner's Signature

Property Address & Unit Number

Date

LOFTY CONDOS CONDOMINIUM ASSOCIATION
OF BARTLETT, ILLINOIS
2018 CENSUS FORM

HOMEOWNER DATA FORM

PLEASE PRINT

- ALL INFORMATION WILL BE KEPT CONFIDENTIAL...AND FOR OFFICE USE ONLY.

OWNER INFORMATION

DATE

PROPERTY ADDRESS _____

OWNER NAME(S) _____ OWNER HOME # _____

_____ OWNER WORK # _____

OWNER CELL# _____ EMERGENCY # _____

E-MAIL ADDRESS _____

OWNER ADDRESS _____

(If Non-Resident) Number Street City State Zip

TENANTS NAME(S) _____

TENANT HOME# _____ CELL# _____ WORK# _____

******LEASE MUST BE ON FILE WITH THE MANAGEMENT COMPANY******

VEHICLE INFORMATION

MAKE OF CAR _____ COLOR _____ LIC.PLATE# _____

MAKE OF CAR _____ COLOR _____ LIC.PLATE# _____

EMERGENCY CONTACT INFORMATION

NAME _____ RELATIONSHIP _____

ADDRESS _____

PHONE# _____ CELL# _____

E-MAIL _____

PLEASE RETURN THIS FORM TO:
MGD PROPERTY SPECIALISTS, LTD.
1276 WILLIAMSBURG DRIVE
SCHAUMBURG, IL. 60193
Phone 847.891.9794 Fax 847.891.9874
Email mgd@mgdproperties.com