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Introduction

These House Rules are written to conform to the By-Laws of 3750 Lake Shore Drive, Inc., the Illinois Business Corporation Act, and the Proprietary Lease signed by all Shareholders. Should there be a discrepancy between the provisions of the House Rules or the By-Laws and the Proprietary Lease, the Proprietary Lease shall govern. These House Rules are designed to protect the privacy and quality of life of 3750 residents.

Air Conditioning

Installation of a new or replacement central or window air conditioning system in any apartment must be approved in advance by the House Committee and the Board, and is subject to the requirements described in the current Remodeling and Renovation Guidelines available in the management office.

Types of Air Conditioning:

The Board of Directors, at its sole discretion, shall determine the type or classification of air conditioning systems and whether or not they may be approved for installation and adhere to 3750 aesthetic criteria. The Board may also from time to time, in its sole discretion, grant exceptions or exemptions, as deemed appropriate. It is the intent of the Board to prohibit any additional window units in the prohibited areas prior to the end of the phase out - elimination dates listed in the last section below.

- i. **Permitted**
 - Central Air Conditioning Systems (**CACS**).
 - Window Air Conditioning Systems equipped with a self-evaporating water system per requirements listed below (**WACS**).
 - Portable Air Conditioning Systems designed for interior installation (**PACS**).
- ii. **Prohibited**
 - Through the Wall Air Conditioning Systems
 - Packaged Terminal Air Conditioning Systems of any size.

Installation of CACS and WACS:

- Units may only be installed with the prior written recommendation of the House Committee and the prior written consent of the Board of Directors. Shareholders wishing to install air conditioning equipment must complete the *Remodeling and Renovation Guidelines Application*, available in the management office.
- Any new or replacement CAC condenser platform installations *on the facade of the building* must be permitted with the City of Chicago prior to installation. *New or replacement CAC condenser platforms are never permitted on the exterior fire escape stairways.*
- Units may not be installed or used in any manner that detracts from the exterior appearance of the building.

- The Board of Directors, with the advice of the House Committee shall determine whether a particular type of unit is appropriate for a particular location.
- Units must be professionally installed in an appropriate location by an individual or company approved by management and in accordance with manufacturer's specifications and must comply with applicable governmental codes and ordinances.
- All installations must include a separate dedicated electrical circuit appropriate for the size of the units.
- No units may be hung from windows or window sills
- All units must be installed securely with metal brackets adequate to support the weight and size of Unit. Plans for support must be approved by House Committee. CAC condenser platforms must be installed per the corporation's approved specifications which can be obtained from the receiving room or management office.
- When replacing CAC condenser platforms, the Building façade will be repaired to the same standards as those used in the Building's regular façade maintenance plan. The payer of the AC façade repair will be determined by the Board on a case-by-case basis.
- Any units that cause excessive vibration or cause damage to the building, blocks a fire escape or other means of egress must be removed or relocated upon request of the board or management within 45 days of notice.
- CAC condenser platforms that are not currently installed according to the building standard installation method must occur at the shareholder expense at the earlier of (a) the jurisdiction having the authority requiring it; (b) the repair or replacement of the condenser unit; (c) a determination by the Board of Directors that the installation is unsafe, hazardous or doing damage to the building structures; or (d) upon the transfer of shares.
- Any objects utilized to adjust the position of the system (such as shims) or vents must have an independent source of fastening or attachment. Units may not be vented into any interior space, including the building interior ventilation system for bathroom or kitchen fans.

Additional WACS Requirements:

- May **only** be installed or used on the Lake Shore Drive (east, south) or Grace Street (North) facades from April 1st to October 30th, each year.
- Approval is required for any replacement or upgrade.
- May not be installed or used in any manner that detracts from the appearance of Lake Shore Drive (east, south) or Grace Street (north) facades
- All mounting, surrounds or panels must be kept free of flaking paint, rust, dirt, mold and mildew.
- Support systems, vents or other objects must be installed in a way that ensures that they remain in place when the window is opened or that prevents the window from being opened accidentally.
- All installation, insulation or venting kits must be manufactured for use with the WACS installed.

- The use of duct tape, plywood, MDF, plastic sheeting or other similar, do-it-yourself applications is expressly prohibited.

Additional CACS Requirements:

- May only be installed or located on rear (courtyard or alley) exterior wall, rooftops or other exterior areas that are not visible to the general public.
- The Board of Directors may approve the installation of CACS in certain areas based on special needs or circumstances.
- Management must approve all technicians and installers.

Inspection:

- All CACS and WACS must have an annual safety inspection performed by an individual or company approved by management and in accordance with the 3750-safety checklist by June 30th.
- The shareholder is responsible for the cost of inspections.
- Failure to obtain an inspection and submit the completed checklist will be deemed as a House Rule violation and reported to the Board.

Removal:

- CACS must have the approval of the building engineer and must be removed by an approved technician.
- Disposal of all units must comply with *Environmental Protection* section of the House Rules

Phase Out - Elimination:

- WACS must be removed and will no longer be permitted on the North (Grace Street) South or East (Lake Shore) facades upon the sale or closing of any unit occurring after October 31, 2013
- Condenser units will not be permitted on the North (Grace Street), South or East (Lake Shore) facades upon replacement of the unit.

Appliances

The following appliances may not be installed without review and approval of the House Committee and or the Board of Directors: air conditioning units (central or external window unit), stove, washing machine and or clothes dryer.

See *Remodeling, Renovation and Appliance Guidelines* section

Application Procedures

An applicant who wishes to purchase an apartment must generally demonstrate sufficient cash flow over a three-year period to cover the total annual assessment and mortgage payments pertaining to that apartment after meeting all other financial commitments, such as but not limited to: credit card balances, other mortgage payments, alimony, child support, personal loans, student loans and car loans. A credit bureau report and background check from recognized agencies, one

of which must include a FICO score, are to be submitted with the application along with the completed *Application Checklist*.

The total monthly debt load shall not generally exceed 30 percent of the applicant's reasonably expected gross average monthly income from all sources over the next three years. The committee will take into consideration readily liquid assets and net worth in determining an applicant's qualifications.

Each applicant will be asked to furnish a complete financial statement as part of the application process. An applicant to purchase shares shall provide a signed Internal Revenue Service Form 4506 "Request for Copy of Tax Return". This allows 3750 to obtain copies of filed tax returns should the committee deem this to be necessary. Additional financial information may be requested. If there is a question as to the nature or existence of any asset, the committee reserves the right to exclude that asset from consideration.

At least one week before the Applications meeting at which the applicant (renter or buyer) is to be considered, all residents are given a brief written description of the applicant and asked to contact management if they have any comment. The potential buyer or renter must meet with the Applications Committee at a date that is agreeable to both the committee and the applicant. The Applications Committee typically meets the second Monday of every month. The recommendation of the Applications Committee is then presented to the Board of Directors, which meets the third Tuesday of every month, for its vote to accept or reject the application. Any legal expenses incurred during the application process are to be paid by the applicant, who is to be notified of this obligation before beginning the application process.

Application paperwork must be submitted at least ten (10) days prior to the scheduled Applications Committee meeting. Incomplete or late applications will not be accepted. This allows for adequate time for Management to prepare the packets for distribution to the Applications Committee and for the Applications Committee to review the Applicant information prior to the interview. The closing date cannot be set for less than thirty (30) days from the **date of Board approval** (3rd Tuesday of each month).

Sellers, buyers, and realtors shall be advised that there is typically a minimum of forty-five (45) days between submission of a completed buyer's application and the completion of sale closure.

Special Cases

- I. When a trust, corporation, or other limited liability entity wishes to acquire shares in the Corporation, the performance of the lease must be guaranteed by a responsible individual approved by the Board
- II. Transfer of shares when there is an existing sublease shall be subject to the following:
 - A. The buyer shall enter into a separate agreement with 3750 Inc. providing for the following undertakings by the buyer in consideration of the approval by 3750 of the transfer of the shares prior to Board approval of the purchase
 1. The buyer takes the shares and lease subject to the terms of the existing sublease and agrees to be substituted as the sub-lessor.

2. Upon expiration of the existing sublease, the apartment shall be occupied by the buyer and shall not be subleased by the buyer until the expiration of 24 calendar months after the end of the existing sublease.
 3. The buyer shall replace the seller under the assignment of rent agreement related to the existing sublease.
- B. The seller into an agreement stating that the buyer shall be the sub-lessor of the existing sublease.

Assessments

Annual Assessment: The number of shares held by the shareholder determines an annual assessment as rental for an apartment. This annual assessment is used for the maintenance of the building, the cost of repairs, the necessary expenses of upkeep and operation, etc. The proportionate monthly assessment, to which are added taxes, cable TV and internet, electricity and individual charges such as parking, blue bags, etc., is due and payable in advance on the first day of each month.

Payment of Assessments: Assessment payments are to be mailed to FirstService Residential Illinois, P.O. Box 62064, Newark, NJ 07101 or can be paid through your own personal account via ClickPay.

A late fee is charged when payment is received after the tenth calendar day of the month. The schedule of late fees set by the Board of Directors is as follows:

Assessments are due on the first of each month and are considered late if the payment has not been received at the lockbox by the tenth of the month. If there are balances unpaid after the tenth of the month, the shareholder will automatically be charged a \$75.00 late fee, balances sixty days delinquent will be charged a \$150.00 late fee and balances ninety days delinquent will be charged a \$150.00 late fee. All accounts delinquent for over 90 days will be subject to legal action.

After a ninety-day delinquency, the collection of past-due assessments will be referred to 3750's attorneys for handling. Legal fees, court costs, and all other expenses for collection will be charged to the Shareholder

Authorization of Entry

If you wish to grant permission for someone to enter your apartment, please complete and sign an *Authorization of Entry* form and submit to Management. The form will be maintained by the Doormen and used as a reference to allow access. Specific instructions may be included on the form. This authorization is required if you wish to allow access during your absence or may be used for frequent regular guests, family members not in residence, or non-guest personnel.

It is the Shareholder's responsibility to provide keys for their guests, contractors, housekeepers, etc. as apartment keys kept on file in the management office are for building staff use only. It is also the Shareholder's responsibility to ensure that Authorized Entry forms remain accurate and applicable.

Board of Directors and Standing Committees

The Board of Directors meets on the third Tuesday of each month at 7:30 p.m. in the Hospitality Room. Shareholders who wish to speak at the meeting may do so during the Open Forum.

Standing Committees and Their Duties: members of the Board of Directors usually chair Committees. Shareholders are eligible to serve on committees and should contact the chairperson of the committee that they wish to join.

The Standing Committees and their duties are:

1. Applications: Interviews applicants wishing to purchase 3750 shares, or rent a unit, and makes a recommendation to the Board of Directors on the eligibility of applicants.
2. Communications: Markets 3750 to realtors and prospective buyers. Regularly updates shareholders on the progress of various projects and major issues and improves shareholder access to Board Minutes and building documents.
3. Finance: Responsible for preparation of, and recommendations to, the Board of Directors on the Annual Budget, reviewing the expenditure of funds, and advising the Board of Directors on financial matters.
4. House: Make recommendations to the Board of Directors and management on actions that need to be taken, including reviewing and recommending House Rules to address the care, maintenance and safety of the physical premises of the building and related special projects. House has the responsibility and authority to review and make recommendations to the Board of Directors regarding requests for the approval of proposed remodeling projects. House reviews matters affecting the overall standard of living and lifestyle at 3750, and makes recommendations to the Board concerning the functions and services provided by management and staff as well as the necessary cooperative efforts required of shareholders.

The president of the board may request that a shareholder serve as a liaison to the board in a particular area of expertise, such as law or insurance. In addition, the president may, from time to time, establish a task force to deal with a particular issue or topic of interest to the board. These task forces act in the manner of standing committees but are narrower in scope and are temporary in nature.

Please note: If a committee member misses three (3) meetings within the year, the committee chair may terminate his/her membership on that committee

Building Elements and Public Areas

Public Area Restrictions

- Children under the age of 8 are not permitted in public areas without adult supervision. Adult supervision is also required for children in the playroom and children under the age of 16 in the pool, and pool area (which includes the exercise room), and the roof deck. See also see playroom and swimming pool rules.
- Running, playing active games, or riding tricycles, scooters, toy cars, etc. is not permitted in public areas. (These activities could be particularly dangerous in the garden court.)
- Smoking is not permitted in public areas at any time.
- Eating is not permitted in the lobbies, playroom, exercise room and pool areas, or in the doorman vestibules.

Building Elements

Except as otherwise provided, no changes are to be made to a building element without prior specific House Committee and Board approval. This includes the installation of air conditioning units, doors leading into a common building area, fireplaces and windows. All proposed changes should first be submitted to the House Committee to determine if further committee or Board approval is required.

1. Doors: The doors leading into a common building area: front entry, rear exit, front foyer or fire escape doors are the responsibility of 3750 Inc. The building is responsible for maintaining these doors. If a door is not functional please notify management. No modification including painting may be made to these doors without previous House Committee, Infrastructure and Board Approval. City of Chicago code requires that each apartment entry door must be equipped with automatic door closing mechanism (aka doors closers). Staff semi-annually inspects doors equipped with fixed arm closers and makes monthly inspections of doors equipped with spring hinge closers. During these inspections, doors will be checked for installation of the closers. Removal of a door closer is a violation of House Rules, and any shareholder that removes door closers or self-closing hinges will be charged for the cost of replacing them.

Notwithstanding the above limitations on modifying doors, the House Committee may approve the addition of code compliant door closers, hinges, or door viewers on any door. However any modification made to any fire rated door must be performed by a building approved contractor.

Notwithstanding the above limitations on modifying doors, the House Committee may approve the painting of any door and door frame. However appropriate paint must be used and any fire rating label must not be obscured or painted over.

2. Fire Escapes: Are for emergency use only. The fire escape door may not be obstructed. Staff makes monthly inspections of the fire escape doors to ensure they are operational and to ensure there is a clear path of egress to the door. Access from apartments to fire escapes and internal stairs must be kept unobstructed. If you are aware of, or need assistance in clearing obstructed or inaccessible fire escapes or stairs, please notify the management office. Fire escapes may not be used for a non-emergency purpose. Also *see section Emergencies/Authorization to enter an apartment*.
3. Fireplaces: No modification to fireplaces is to be made without previous House Committee and Board approval. Yearly fireplace maintenance is the responsibility of the shareholder.
4. Elevators: A passenger elevator and a service elevator serve each tier. There is a shuttle freight elevator leading from the loading dock to the basement receiving room. The freight elevators must be used for luggage carts, shopping carts, and all deliveries other than small, hand-held items. Please note:
 - Shopping Carts and luggage carts are strictly prohibited in the passenger elevator
 - Use of the passenger elevators is restricted to residents and their guests.

Special arrangements must be made with the management office in order to use the service elevator to move in or out of the building and for pickup or delivery of furniture or other large objects that would tie up the elevator for more than a few minutes.

Residents are urged to promptly report any elevator malfunction to the management office, or after office hours, to a doorman.

5. Foyers: Beyond the first floor, each passenger elevator opens onto a foyer shared by two apartments. These foyers are 3750 Inc common areas, but their decoration is the responsibility of the shareholders concerned, who have an equal voice in, and financial responsibility on how the foyer is to be decorated. However, the front foyers should not be used for storage. City code requires that clear and easy access to the internal stairs must be maintained all times. Wheel chairs, strollers, bicycles, umbrellas, clothing and shoes may not be stored in the area. Any item that is easily moved or presents a tripping hazard is not permitted i.e. floor rugs, pedestal stands, statues (*This list is not fully inclusive but represents examples of items not permitted in foyers*). Foyer floors are cleaned weekly by building staff. In cases where a floor has been covered, carpeted or resurfaced, maintenance of the floor is the responsibility of the shareholders whose units open onto that foyer.

If conflict arises in developing a mutually agreeable plan for the maintenance and interior décor of a shared foyer, the House Committee and the Board of Directors will intervene to review and adjudicate the matter. All complaints or unresolved conflicts will be resolved by the House Committee and the Board of Directors within 90 days of written notice having been received by the building manager. Within the same 90-day period, the shareholders involved in the dispute will be asked to present their complete plans and prices to the House Committee and the Board of Directors for review.

The House Committee and the Board of Directors maintain the right to periodically review and upgrade 3750 standards for foyer maintenance and appearance. They also maintain the right to inspect the condition and appearance of each individual elevator foyer area and make specific recommendations for needed improvements. Finally, in the case of an unresolved dispute, the Board of Directors maintains the right to order all necessary work to be completed and the costs to be fairly allocated to each individual unit.

6. Hallways (Back): The areas adjacent to the service elevators and stairways may not be used for storing personal property.
7. Windows: see *Windows Section*.

Building Work in Shareholder Units

Damage to an apartment. When 3750 initiates a repair or maintenance program that results in damage to an apartment, it shall be responsible for the cost of repairing the damage as outlined in Article I, section 5 of the Proprietary Lease. The building shall not be responsible when the need to repair is caused by the voluntary or negligent action of persons owning or living in the apartment, their guests, or employees.

Installation of an access panel. Upon the completion of repairs, renovation or maintenance in an apartment, 3750 shall, at its expense, have the right to install a plumbing access panel if, in the opinion of the head building engineer, this panel would result in significant savings at the time of future repairs and maintenance. The head building engineer, after consultation with the shareholder, shall determine the location of the panel, using his best judgment to place it in the least obtrusive location, and using his best efforts to match the décor of its surroundings. In the event the shareholder objects to the proposed location, the issue shall be presented to the House Committee, which will make a recommendation to the Board for its approval.

Cable Television and Internet Services

3750 is party to a bulk contract with a service company authorized to provide cable television and internet service to each apartment. Shareholders are billed on their monthly assessment per connection. Shareholders desiring additional services outside of the bulk contract should contact the service provider who will bill directly for any additional services.

Arranging for wiring to distribute cable or internet service within the apartment is the responsibility of the Shareholder. The Shareholder should ascertain costs and possible damage in advance. If renovation or remodeling is involved, relevant guidelines should be checked before arranging for any work to be done. The installation of satellite dishes, outdoor antennae or outdoor wiring is not permitted. (Revised 11-19-19)

Comments, Complaints and Suggestions

Comments and suggestions concerning good or bad service, improvements, or any other subject should be given in writing to management. When a complaint does not concern staff, the building manager should inform the person who has made the complaint of what action has been taken to solve the problem.

Conducting Business on the Premises

Public areas (garden court, hospitality room, and lobbies) may not be used by residents for commercial or political purposes or for conducting any manner of business. No advertising is allowed in the public areas of the building or under apartment doors.

Corporate Documents and Shareholder/Resident Files

It is the management company's responsibility to safeguard records and files. All 3750 documents, shareholder/resident files, employee files and access keys to apartments are kept in the safe in the 3750 management office. Files that contain more sensitive information, e.g., employee files, are to be kept in the building manager's locked inner office.

3750 documents and files include, but are not limited to, the Articles of Incorporation, Proprietary Leases, By-Laws, House Rules, corporate minutes, income tax returns, audits, financial statements, purchase orders, invoices and other supporting financial information. The files of residents and employees are not considered to be corporate records.

Shareholders who wish to review corporate documents and files, with the exception of the By-laws, House Rules and minutes, must make a written request to the building manager, to which the building manager must respond within ten working days. Records can be inspected only at the building manager's convenience during office hours and may not be copied or removed from the office.

Shareholder legal and apartment files are available to the president and the secretary of the Board of Directors, and the building manager. No shareholder may review legal or apartment files without written permission from the person whose records they wish to see.

Employee files are confidential and accessible only to the board president and the building manager, the management company's representative, or an employee of 3750 upon his/her request to management to review his/her own personal file.

Disturbances

See: Violation of House Rules, Proprietary Lease, By-Laws, Board Directives

Doorman Duties and Responsibilities

The duties and responsibilities of doormen include:

1. Opening automobile and entrance doors for arriving and departing residents and visitors.
2. Carrying packages for residents to and from vehicles and through the security doors of the inner lobby.
3. Denying admission to 3750 to anyone with a dog (except a seeing-eye dog), cat or any other four-legged animal.
4. Ensuring that all deliveries of large objects enter the building via the rear entrance during receiving room hours.
5. Hailing cabs for residents or visitors requesting such service.
6. Ensuring that vehicles do not block entrances.
7. Announcing visitors and ensuring that they do not enter the building until after the resident has authorized their visit.
8. Notifying residents of deliveries (food, laundry, etc.)
9. Issuing parking lot passes.
10. Acting on emergency calls from residents.
11. Denying entrance to anyone who is not on the guest list for an event in the building.

Doormen are not permitted to:

- Park or oversee automobiles for residents or their guest
- Act as babysitters
- Engage in extended conversations while on duty
- Leave their posts to carry packages beyond the security doors of the inner lobby or to retrieve luggage carts from elevators.

Doors

See: Building Elements and Public Areas

Elevators

See: Building Elements and Public Areas

Emergencies/Authorization to Enter Apartments

Medical Emergency: In case of severe illness requiring an ambulance, paramedics, etc., call 911 and request emergency help, then call the Lake Shore Drive Doorman (extension 331), who will direct the paramedics, firefighters, etc. to your apartment.

A wheelchair is available at the Lake Shore Drive entrance. An additional wheelchair is stored in the Receiving Room area.

A defibrillator is mounted in the garden court on the wall opposite the management office. Building staff have been trained how to use the defibrillator.

Fire Emergency: In case of fire, call 911 and ask for instructions. If you smell smoke, feel the doorknobs of the doors that lead out of your apartment, and if they are warm to the touch, do not open the door. If you leave your apartment, close the door behind you. Leave all apartment doors closed and unlocked for Fire Department access. This will confine the spread of smoke and allow firefighters to enter your apartment without breaking down the door.

Fire Escapes: Access from apartments to fire escapes and stairs must be kept unobstructed. If you are aware of, or need assistance in clearing obstructed or inaccessible fire escapes or stairs, please notify the management office. Fire escapes may not be used for a non-emergency purpose.

Police Emergency: For police assistance call 911 and then alert a doorman on the house phone (extension 331 or 332).

Maintenance Emergency: Any maintenance emergency such as flooding, burst pipes, etc., should be reported immediately to the management office (extension 342), receiving room (extension 335), or one of the doormen (extension 331, 332).

Residents are required to deliver keys to all entry doors of their apartment to the management office, as well as keys to their storage and laundry rooms, to be used by staff only at the resident's request or in the event of an emergency such as flooding, fire, personal accidents or illness. This is of vital importance to residents and their neighbors. When access is delayed, the immediate problem may worsen. Access keys are kept locked in the management office.

Every resident must complete the *Emergency Information and Entry Authorization Form* and return it to the management office. This form determines whether or not staff may enter an apartment alone when completing a work order.

If it is necessary to gain access to an apartment in an emergency or in order to protect other residents when no key is available, it may be necessary to break the lock and/or break down the door. In that event, the cost of repairs will be the resident's responsibility. The resident may also be liable for damage to adjoining apartments if the emergency situation results from negligence. Staff may always enter an apartment when making repairs or inspections required for building

maintenance or to protect building elements. Upon completion of the repair or inspection, staff must leave a *Notice of Entry* for the resident.

Employees

Complaints about building staff

If a resident has a complaint concerning any member of the building staff, the complaint must be documented, and should be registered with the building manager by the next business day. Management will consider only written complaints when taking disciplinary action such as suspension or discharge. Employees are members of unions that require written documentation during any grievance procedure. If a resident is reluctant to write out the complaint, it may be dictated to the building manager, but the resident must sign the dictated document before it can become part of the employee's file.

Management will determine the appropriate action to take, and will respond to the resident within three business days. To protect the employee's rights, the building manager will indicate if action has been taken, but not necessarily what action.

The building manager will write a summary of the discussion, and the employee and building manager will sign it. This document, along with the complaint, will become part of the employee's file.

Residents should refer complaints to the building manager, not to individual board members. Board members should avoid becoming drawn into disputes involving residents or employees, and refer complaints to the building manager. If a resident is reluctant to approach the building manager, a board member may alert management to the problem; however, the resident should still meet with the building manager to discuss the problem, or address the Board of Directors at any regularly scheduled monthly meeting.

Harassment of Employees

The 3750 Lake Shore Drive cooperative community is committed to a culture of civil behavior. No shareholder, resident or guest may abuse, harass or intimidate any employee or agent of the Corporation, the Corporation's management company, or any contractor or subcontractor engaged by the Corporation. Such behavior will be subject to review by the Board of Directors. Violations of this rule are punishable by fines in accordance with the House Rules Fine Schedule for Violations. Violators may also be subject to other legal action, including criminal or civil proceedings.

The Corporation will not tolerate any retaliation or threat of retaliation against anyone who makes a complaint of harassment or who participates in an investigation of harassment. Any such retaliation or threat of retaliation is prohibited and shall be treated as a separate action of harassment.

Engineering and Maintenance

Building Engineer: The head-building engineer supervises the engineering and maintenance staff of 3750. He is trained and experienced in the maintenance, operation and repair of much of 3750's equipment and premises. He also supervises outside services such as painting, plastering, carpentry, plumbing, window washing, etc., the service and maintenance of the elevators, pool etc., and the service and maintenance of the major mechanical equipment in the building.

Building Maintenance: Work requests should be directed to the receiving room. Requests can be made by phone, email, in person, or in writing. A work order is issued for each service request, and a log of the work orders issued is maintained in the receiving room.

Service to individual apartments or storage areas will not be undertaken by the maintenance staff during normal working hours, except in the event of damage originating from a building element, or due to the malfunction of building equipment such as a broken pipe, leaky roof, heating problem, clogged sink, etc. As a general rule, members of staff will not enter an apartment when a resident is not present or without a request from a resident or a resident's agent. Exceptions to this rule include emergencies, inspection of renovation, or maintenance work in process. If a resident is away for an extended period of time, staff inspections may be warranted for investigative or preventive maintenance such as tracing sources of water leaks, checking for frozen pipes, etc. A service notice will be left inside an apartment after a service visit has taken place.

Management may from time to time need access to areas leased to shareholders or adjacent common areas. Management will contact the resident to arrange a mutually agreeable date and time for access. If an agreement cannot be reached, Article 1, Section 5 of the Proprietary Lease outlines in detail the procedure that is to be followed.

Personal Service: Staff employees may perform personal services for residents during off-duty hours, subject to a mutually agreeable arrangement. This policy is permitted as a convenience for residents and an opportunity for staff employees to earn additional income. The implementation of this policy is contingent on strict adherence to the following rules:

1. Requests for personal service must be given directly to the receiving room. Residents who fail to process such requests through Receiving may be fined. (See: *Fine Schedule for Violations*)
2. Management shall issue a work order, which shall serve as evidence that authorization to perform said work has been granted. The staff will be notified of the service request.
3. No employee is obligated to accept such work.
4. Employees can only perform such work during their off-duty hours. Should such work need to be scheduled during hours other than 8:00 a.m. to 6:00 p.m., Monday through Friday, only work that will not create noise or otherwise disturb residents is permitted, and adherence to 3750 work rules is mandatory.
5. 3750 has no obligation regarding the quality of work done, nor is it responsible for payment for services rendered.
6. Shareholders shall assume all liabilities for project-related activities, comply with all rules governing remodeling and renovation work, hold 3750 harmless in the event of any claims

brought about by agents engaged in said work, and comply with the quality of workmanship and applicable legal requirements.

Environmental Protection

Disposal of appliances using CFC or HCFC Refrigerants: With reference to EPA Section 608 regulations, the Board of Directors recognizes that 3750 Lake Shore Drive, Inc. has no equipment or trained personnel to dispose of CFC or HCFC refrigerators, freezers, window, room and central air conditioning units, wine and water coolers, icemakers and dehumidifiers, and will therefore not dispose of any appliance that uses these refrigerants. 3750 also cannot be responsible for the disposal of computers, televisions, printers, VCRs, etc. The 3750 can also not be responsible for disposing of items such as batteries or paint.

Residents who wish to dispose of such an appliance must arrange for disposal by an authorized agency or company. This could be any company that services these appliances, or if the appliance is new, through the seller.

Exterminating

3750 maintains a service contract with an exterminating company whose service people visit the building on a regular schedule. Please notify the receiving room or the management office if you need to have your apartment serviced or if you observe an area that needs attention.

3750 requests your cooperation in being aware of signs of developing pest problems. This awareness will assist management in eliminating pest problems common to residential buildings. Please advise the management office as soon as you see any indications of infestation.

Fire Escapes

See: Building Elements and Public Areas.

Fire Extinguishers

See: Smoke Detectors.

Fireplaces

See: Building Elements and Public Areas.

Foyers

See: *Building Elements and Public Areas.*

Garbage and Trash Disposal

The 3750 maintenance staff picks up trash and garbage on a regular basis. Trash should be set next to the entrance to the service elevator. All garbage must be placed in sealed, plastic bags or neatly piled. Strong, low-cost plastic bags are available for purchase in the Receiving Room. Residents should contact the Receiving Room for pickup of trash too large to be set out for pickup. Please note that disposal of debris from remodeling projects is the responsibility of the shareholder, and must not be placed in 3750 receptacles or set out to be picked up.

3750 participates in a recycling program. Items to be recycled are picked up after hours on Mondays and Thursdays. Items to be recycled should be placed in the blue recycling bags, which can be obtained at a moderate cost from the receiving room, and set out on Mondays and Thursdays. Please refer to 3750 Recycling Program in these rules on what can and cannot be placed in the recycling bags.

Disposable diapers are a plumbing hazard and must not be flushed down toilets. Please instruct your child-care staff to dispose of diapers properly. The cost of plumbing repairs necessitated by the improper disposal of diapers or similar materials will be billed to the resident responsible for the problem.

Guests

Residents who have a party in their apartment with planned attendance of 25 or greater are to provide management with a guest list at least 48 hours in advance. This will allow the easier access for the guests without disrupting other shareholders and maintain security of all shareholders. Failure to supply a guest list will be a violation of house rules. This could result in a fine.

You may provide Authorized Entry for guests or non-guest personnel. If you wish to grant permission for someone to enter your apartment, please complete and sign an *Authorization of Entry* form and submit to Management. The form will be maintained by the Doormen and used as a reference to allow access. Specific instructions may be included on the form. This authorization is required if you wish to allow access during your absence or may be used for frequent regular guests, family members not in residence, or non-guest personnel.

Guest Suite Rental

One of the amenities of 3750 is Apartment 1H, a fully furnished guest suite, which Residents can rent on a per day basis. The guest suite has a bedroom, living room, bathroom and kitchen.

Guest Suite Rental Process:

- The suite may be reserved up to 90 days prior to the proposed arrival of guests; the shareholder completes and signs a request form (available from management).
- The rental cost is \$100 per night. The fee may be paid either by check or added to the shareholder's assessment.
- If a shareholder would like to cancel a reservation, 24-hour notice must be provided; otherwise the shareholder will be charged a rental fee for 1 day.
- Keys to the suite can be obtained from the management office and should be returned either to the management office or to the Lake Shore Drive doorman.
- Normal check-in is at 3:00 pm and check-out at 12:00 Noon; however, if the suite has not been rented for the day prior to check-in and/or the day after check-out it may be possible to adjust these times. Please check with the management office.
- Both doorman stations will be notified that the suite is occupied.

Please note that residents who rent the suite for guests must be in town during the entire time that the suite is occupied by their guests.

Provided in the Guest Suite:

- Bed, bath and table linens dishes, glassware, cutlery and cooking utensils.
- Refrigerator, stove, dishwasher, microwave, coffee maker, a TV, a queen-sized bed.
- Garbage should be placed in plastic bags and set out by the A/B service elevator.
- Daily maid service is not provided. The staff will launder linens and perform a full cleaning after guests have checked out.
- Guests are welcome to use the laundry room, swimming pool and exercise room so long as they conform to the rules governing use of these facilities.
- Repairing any damage that is done to the suite or its furnishings, and replacement of any item missing from the suite will be charged to the resident who rented the suite.
- Smoking is not permitted at any time in the guest suite.

Hospitality Room, Garden Court, & Pool Rental

The Hospitality Room, Garden Court and Swimming Pool may be rented for **private social** events. The resident hosting an event must be present during the entire event and must ensure that all guests remain in the reserved area(s) throughout the event.

The following restrictions apply:

1. The above-mentioned areas are not to be rented by non-residents, and are not to be used for business or political purposes, religious services, fund-raising or for any event for which admission or other fees are collected.
2. Events to be held at 3750 cannot be advertised or posted outside of the building.
3. The Lake Shore Drive and Grace Street lobbies and the exercise areas are not available for rental or party use.
4. Events for which the hospitality room only has been rented must be contained within the hospitality room, and guests and their property are not to "spill out" into the garden court or any other area of the building.

5. Parties greater than 25 persons will have a professional attendant hired by the building. Attendant will be hired to start 30 minutes prior to the party and remain 30 minutes after the scheduled end of the party. The Shareholder will be responsible for any additional costs. *The purpose of the Attendant is to ensure guests remain inside the area rented and guests do not congregate in the Lobbies or Hallways.*
6. Back Door/Catering supplies: A responsible adult must remain at the back door while supplies are brought into the building. Catering supplies may be temporary staged between the two locked back doors but they must be promptly moved to the Hospitality Suite. The back door may not be latched open without a resident or attendant present while supplies are brought into the building. *The attendant may also assist in supervising the back door when catering supplies are being delivered before the party or removed at the end of the party.*
7. Only one event-requiring set-up, or one pool event may be held on any given day.
8. The maximum rental time for any area is six hours.
9. Only one party extending into the garden court and/or swimming pool may take place per weekend.
10. Parties may not be booked on two consecutive weekdays or on any main holiday: Christmas, Thanksgiving, Easter, 4th of July or Labor Day.

Fees and Conditions:

The reservation is not confirmed until 2 separate checks (deposit & rental fee) and the signed reservation form (each page initialed) are delivered to the receiving room. Fees shall not be added to the monthly assessment. The fee for rental of a hospitality area includes (1) use and set-up of building tables and chairs according to the instructions included with the reservation form, (2) use of the kitchen adjacent to the hospitality room, and (3) use of the restroom in the hall leading to the laundry room.

Hospitality Room/Garden Court/Pool Rental Charge

Area	Amount	Deposit
Hospitality Room only, for 3 hours An additional \$75 if > 25 persons. Maximum 50 persons	\$100	\$100
Hospitality Room only, for 6 hours An additional \$150 if > 25 persons. Maximum 50 persons	\$150	\$200
Hospitality Room and Garden Court for 3 hours	\$300	\$500
Hospitality Room and Garden Court for 6 hours	\$400	\$500
Pool only (Fitness Room kept open) maximum 3 hours	\$50	\$100
Hospitality Room, Garden Court and Pool Fitness Room open or closed at discretion of renter) for 3 hours	\$400	\$500
Hospitality Room, Garden Court and Pool (Fitness Room open or closed at discretion of renter) for 6 hours	\$500	\$500

The deposit that must accompany every reservation will be returned if: (1) there is no damage to building property or public areas, (2) no 3750 rules have been violated, and (3) rental equipment has been moved to the hospitality room until picked up (maximum 24 hours). If the Hospitality Room is being rented for the following day, rental equipment must be taken to the Receiving Room. The host is responsible to ensure that all debris is removed from the area immediately after the party has ended. Failure to do so will result in loss of the deposit.

Guest List:

An alphabetized initial list of invited guests is to be given to management no later than one week prior to the event. The final updated list is to be provided to management 48 hours before a weekday event and no later than Friday noon for a weekend event. Management will give a copy of the guest list to the doormen. Doormen shall deny entry to anyone not on the list; however, the host can notify the doormen of last-minute changes and should give his cell phone number to the doormen in case any question arises concerning the entry of someone not on the list.

Hours:

All events must end by **11:00pm**. Recorded or live music must end by **10:30 pm**. Catering staff clean up must be complete by **11:30pm**.

Notices:

1. Management shall post a monthly calendar of scheduled events in the mailroom.
2. At least 3 days before the event, management shall post a reminder of the upcoming event by the passenger elevators and in the freight elevators.
3. The day of the event, building staff will place notices at the entrances to the garden court informing residents that a party is taking place from -- to -- o'clock, and a pathway will be set up so that residents can enter the building unobtrusively via the G/H tier.
The pathway is not to be used for access to the laundry room.

Pool Parties:

More than six invited guests constitute a pool party, for which advanced reservations are required. **Pool parties are limited to 20 attendees and the resident-host.**

The following rules apply:

1. Residents are responsible for seeing that their guests observe all building rules.
2. A competent swimmer must be present at poolside at all times when guests are in the water.
3. Water safety is the responsibility of the resident-host, who must be present at all times.
4. No food or beverages may be served or consumed at the pool level.
5. Guests may not use the exercise equipment.
6. If the resident-host is found not to be present, his/her guests will be asked to leave the pool and surrounding facilities.

Insurance

The 3750 Corporation carries casualty and liability insurance on the building's structure, including all public areas.

- Shareholders are required to maintain their own homeowner's insurance policy with a minimum coverage limit of \$1 million.
- Sub-lessees are also required to maintain their own renter's insurance policy with a minimum coverage limit of \$1 million.
- A certificate of insurance which names 3750 Lake Shore Drive, Inc. as an additional insured must be submitted to the management office no less than 30 days prior to the policy renewal date.
- Because cooperatives differ legally from condominiums, shareholders must inform their insurance agent that they require insurance appropriate for a cooperative.

Failure to provide Management with a current copy of a "Certificate of Insurance" with at least the minimum value as listed above, within thirty (30) days of expiration of the policy is a violation of the House Rules. Shareholder/Resident will be subject to a \$100.00 fine. An additional \$250 fine will be imposed if a certificate is not received within sixty (60) days of expiration of the policy. If after ninety (90) days the certificate is still not received, the Board will meet to discuss further action.

Laundry Room

The 3750 common laundry room located at the west end of the first floor is open 24 hours a day, 7 days a week for 3750 residents, their employees and their houseguests. Users are responsible for the care and proper usage of the laundry facilities and equipment (owned and maintained by an outside contractor). Malfunctioning machines should be reported immediately to the building manager or, after office hours, to a doorman. An *Out of Order* sign should be placed on the machine to notify other users.

Dyeing and tinting of fabrics should be done only in the open laundry tub, which should be thoroughly cleaned after each use. Filters in the coin-operated dryers should be cleaned each time the machines are used. Laundry should be promptly removed when the machines complete their cycles. Any laundry that is left in the machines will be removed and placed in one of the two 3750 baskets, and if not removed from the laundry room within 24 hours it will be taken to the receiving room.

As in other public areas, smoking is not permitted in the communal laundry room.

Legal/Professional Fees

When the Board of Directors must seek professional advice such as legal, architectural, engineering, etc., on behalf of an individual shareholder, the fees are charged back to the

shareholder. Consultation fees are borne by 3750 when professional advice is sought that will be useful for a number of residents.

An architectural or engineering consultant appointed by 3750 Lake Shore Drive, Inc must first approve extensive remodeling and renovation projects. Charges for these services must be borne by the shareholder and will be so billed. Please refer to Remodeling and Renovations for more information.

3750 has pre-approved documents on hand that can be obtained from the management office and can be used when putting shares into a trust, or providing the recognition agreement that is required when financing or refinancing a loan. Please refer to Selling and Apartment and Shareholder Loans for more information.

Loan of Tables, Chairs, Coat Racks

The building has a supply of tables, chairs, and coat racks, which may be used by residents for parties or functions in apartments. Calling the receiving room can make arrangements for this service.

Luggage Carts

Luggage carts are for the use of all residents. Luggage carts are not permitted in the front passenger elevators. Their use is restricted to the rear service elevators. Immediately after use, the resident is to return them to the designated area in the courtyard to be available for the next person.

Luggage carts must never be left in a hallway or elevator.

Mailroom Bulletin Board

The bulletin board located in the mailroom is reserved for the minutes of board meetings, building announcements and notices posted by residents. Residents who wish to post a notice on the board must submit their request to the management office for approval. The name and apartment number of the resident requesting the posting must be written on the reverse side of the item to be posted.

Notices will be taken down from the bulletin board monthly unless otherwise instructed.

Moving

The management office must be notified of all large scale moving of furniture, personal effects, etc., whether from, to, or within the building. A move should be scheduled as far in advance as possible. Residents anticipating a move should contact the management office to complete the

Move-in Move-out Reservation Form to secure a moving date. A fee of **\$200.00** is charged for moving in or moving out.

Moving may take place only between the hours of **8:00 a.m.** and **5:00 p.m.**, Monday through Friday. Management on a first-come, first-served basis will reserve the service elevator involved. Passenger elevators may not be used for moving. Exceptions to this rule may be made at the discretion of the building manager. Whenever the use of the top of the service elevators is required for the transportation of large items, ample advance notice is to be provided to the building manager in order to secure the appropriate outside services.

The foregoing notwithstanding, small articles of furniture and personal effects in cartons of the size which would fit in the trunk of a passenger car may be moved in or out at any time using the service elevators.

If contractors or others require the use of a service elevator during a time reserved for moving, management and staff will work to accommodate all parties and every effort will be made not to disrupt the move. Cooperation by all parties is expected.

If building elements or public areas of the building are damaged during a move, the entire cost of repairing, replacing or refurbishing the damaged property will be charged to the resident/shareholder engaged in the move. Damage will be documented in a written report by the building manager or the head Building Engineer and given to the Board of Directors. A copy of the report will be given to the resident/shareholder before costs are assessed. A resident/shareholder may appeal the charge by requesting a personal appearance before the Board of Directors.

Any excessive cleaning up resulting from a move or remodeling project will be billed to the responsible resident/shareholder. 3750 staff or a cleaning service will do the work.

Open House Events/House Sales

Every open house (viewing of an apartment that is for sale) or house sale (sale of an apartment's furnishings) must be coordinated through the management office. For either type of event, these rules apply:

1. Each potential buyer/customer must be met in the doorman's vestibule and escorted to and from the apartment, and whenever in the common areas
2. Only one entrance, Grace or Lake Shore Drive, to be used for event.

For House Sales, these additional rules apply:

1. No address may be given in any advertising of the sale.
2. Hours of the sale must be between 8:00 a.m. and 5:00 p.m., Monday through Friday, and from 9:00 a.m. to 2:00 p.m. on Saturday.
3. Customers should be asked to make an appointment. If a customer shows up without an appointment, the doorman will ask the resident if he should let that person in.

4. No more than four bookings per hour are allowed, preferably arriving at fifteen-minute intervals.
5. Names of customers and their scheduled arrival times must be provided to the management office 24 hours in advance to give to the doorman to check them in as they arrive.
6. Customers must leave through the same entrance they used to enter the building so the doorman can check them out.
7. Customers taking out items so large that they cannot carry them themselves must use the freight elevator, accompanied by their escort. The freight elevator must be used for all items that require being loaded onto a cart.
8. If large items are to be picked up after the sale, arrangement must be made with the receiving for the items to be picked up. If the sale is concluded after the receiving room is closed, the customer must make such arrangements the following business day.

Parking

Vehicles may park for fifteen minutes or less in the east and west sections of the Grace Street “curb cut”, but not in the area directly in front of the entrance. Please notify the doorman when leaving a vehicle in either of these places, and turn on the vehicle’s flashing hazard lights.

It is strictly forbidden to park directly in front of the door on Grace Street, or at or near the Lake Shore Drive entrance. If a vehicle is inappropriately parked in the Grace Street driveway or on Lake Shore Drive the driver will be warned to move the vehicle and the police may be called.

Guest Parking

Parking spaces, located in the alleyway between 3730-40 and 3750, are available for rent on a daily basis to 3750 residents and their guests. To reserve a parking space in advance, contact the Lake Shore Drive/Grace Street doorman. 24 hours advance notice must be given to cancel a reserved parking space. If notice is not given, the shareholder will be charged a 1-day rental fee.

Pets

A change to the Proprietary Lease was voted on May 3, 2012 to allow pets. Please refer to the following separate documents as they pertain to Pets: The Amendment to the Proprietary Lease, Pet Policies & Procedures, and Indemnification Agreement.

Playroom

The playroom is intended for children of residents and their guests. A resident must accompany guests at all times.

- The playroom will be open every day from **8:00 a.m.** to **8:00 p.m.**
- An adult must supervise children at all times, and nannies/babysitters must remain with their charges.

- Food and beverages are strictly prohibited in the playroom.
- All toys must remain in the playroom.
- The playroom is not available for rental.

Before leaving the playroom it is required that you:

- Pick up toys from the floor
- Put books and games back on the shelves
- Return larger toys and “houses” to the closets

If you enter the playroom and find that it is untidy, please report this immediately to management. After office hours, report to a doorman.

The maintenance staff is not required to clean up after children.

It is the responsibility of the supervising adults to conform to the rules established for the playroom. Failure to accept this responsibility will result in a fine. (See *Fine Schedule for Violations*).

Plumbing

All drain lines from sinks, tubs, showers must be metal, PVC piping is not permitted. Any PVC drain lines found must be removed and replaced at shareholders expense.

Tubs: Only standard or air-jet tubs are permitted Jacuzzi tubs are prohibited, if found motor must be disconnected. See *Remodeling and renovation section for more information regarding plumbing requirements during a renovation.*

Radiators

See: Remodeling and Renovation

Receiving Room and Deliveries

The receiving room is located in the 3750 basement and is staffed from **8:00 a.m.** to **5:00 p.m.** Monday through Friday. It is closed at all other times. On Saturdays, the Grace Street doorman accepts parcels and checks contractors and service people in and out.

Shareholders who have a contractor coming in on a Saturday must ensure that the management office has a copy of the contractor’s insurance papers by the preceding Friday.

Receiving room staff accepts deliveries for residents and, when requested to do so, will hold items to be picked up by trades people or delivery people.

United Parcel Service (UPS) and Fed-Ex deliver and pick up packages/letters once daily, Monday through Friday. Residents/Shareholders may leave their packages/letters for pickup with the receiving room staff, and the applicable charges will be added to the shareholder's monthly assessment invoice.

The receiving room keeps a supply of blue recycling bags, plastic garbage bags and light bulbs on hand for purchase by residents/shareholders, which will be billed to shareholders at cost.

Recycling Program

Single Stream recycling means that all acceptable recyclable items can be collected in your unit and bagged in one blue recycling bag for pick up.

The staff will collect blue-bagged recyclables in the same way as they collect garbage – the only difference being that recyclables are picked up only twice per week. Please place the blue bag by the freight elevator for pick-up on Monday and Wednesday nights. All recycling must be in blue bag, tied shut for clean and easy transport to the basement.

Blue bags can be purchased at any local grocery store in the same aisle as regular garbage bags. Blue bags are also available for purchase in the receiving room.

Recyclable:

1. Cans (aluminum, steel, bi-metal)
2. Cardboard
3. Junk mail & envelopes
4. Magazines, Newspapers
5. Paper (legal pad, photocopy, typing, computer, stationery, bond)
6. Plastic bottles (detergent, shampoo, milk, juice)
7. Plastics (**all, except plastic packaging wrap, #6 below**)

NOT recyclable:

1. Candy wrappers
2. Carbon paper
3. Floor sweepings
4. Food or beverage waste
5. Packing material (non-paper)
6. Plastic packaging wrap
7. Rubber bands
8. Stickers/labels
9. Tissue products (e.g. napkins)
10. Vacuum cleaner bags

Remodeling and Renovations

The desire of individual unit owners to make their apartments conform to their own personal requirements must be balanced against the right of all unit owners to occupy their apartments with minimal disturbance and inconvenience. In this regard, policy and procedures have been established to protect the safety and comfort of all residents and to preserve the building in its entirety. The responsibility for adhering to these rules resides with the shareholder. Work found not to be in compliance with 3750 rules must be corrected by shareholders at their expense.

Any alterations that involve a Building Element require House Committee review and Board approval; these include but are not limited to: brick façade; external front and back doors; electrical services; elevators; fireplaces; fire escapes; fire stairs; flooring (wood or tile); front and back elevator foyers; laundry room; plumbing lines; pillars; stairways; storage rooms; tiles on walls, walls; windows; window trim, window sills. The following appliances may not be installed without review and approval: air conditioning units (central or external window unit), stove, washing machine and or clothes dryer.

- Work may not start until the application has been approved by the Board
- Replacement of an existing appliance may proceed with House Committee review
- Work may not encroach into common areas.
- All applications must include a description & diagram indicating the location of the work.
- The Building Engineer must review all applications.
- Contractors must provide a Certificate of Insurance to the Receiving Room.
- Additional work or alterations to approved plans must be reviewed and approved.

Decorative repairs or upgrades: Cosmetic changes such as painting, wallpapering, and carpet installation are permitted without House Committee approval. The Building Engineer must be notified of the changes prior to project start.

- Work may not start until it has been reviewed and approved by the Building Engineer
- Work may not encroach into common areas.
- All applications must include a description & diagram indicating the location of the work.
- Contractors must provide a Certificate of Insurance to the Receiving Room.
- Additional work or alterations to approved plans must be reviewed accordingly.

The purpose of review prior to upgrades is to allow necessary engineering work or repair to be performed prior to the upgrades. When any engineering work is performed within a unit, 3750 Inc is responsible for closing opened walls or floors. Restoration is limited to plaster and paint primer on walls and replacement of floorboards.

Requirements: Before remodeling or renovating an apartment, whether a contractor has been hired or the Shareholder is serving as his/her own contractor, the Shareholder must inform the Management of the proposed project. Management serves as liaison between the Shareholder and the House Committee. All rules as stated herein and in the Proprietary Lease and By-Laws must be observed. All municipal codes must be observed. Licensed and bonded personnel must perform all electrical circuit changes, and/or plumbing. All projects must include an estimated start and

end date, as well as a project schedule. The project must start within 180 days of project approval. As a courtesy to neighbors, all projects must be completed within a reasonable time period.

1. Approval of the Board of Directors is required before work can begin on any project that would alter the building's integral structure, exterior appearance, plumbing, electrical wiring, unit's total electrical power consumption, flooring, or windows, or if any modification would potentially have a deleterious impact on the Shareholder's neighbors. This includes the installation of air-conditioner units. No work or equipment installation expressly prohibited in the By-Laws, Proprietary Lease or House Rules shall be approved.
2. Management must be notified if the shareholder intends to hire an outside contractor and when the contractor requires entry to the building. The primary contractor must provide a \$1,000,000 Certificate for general liability and combined single limit for property damage and bodily injury. A certificate of workers compensation insurance is a prerequisite for access to the building.
3. The Shareholder is responsible for adhering to all applicable rules. Work found not in compliance shall be corrected at the Shareholder's expense.

Approval: The House and Infrastructure Committees have the authority and responsibility to review and approve or disprove requests for remodeling, renovation projects and appliance installation.

Architectural Review: 3750 Lake Shore Drive, Inc. shall hire an independent architect on a case by case basis on projects determined by the House Committee (after the House Committee reviews the proposed plans, and they feel this is beyond their ability as volunteers or the employees of the Corporation to assess). The architect's service may include the review of the plans, plus an on-site review/inspection, or multiple on-site visits to evaluate any elements of the building that may be impacted by the project and/or assess the progress of the project. Therefore, the costs will be different for each Shareholder/project. The Shareholder shall be responsible for all associated costs for this review. The architect shall comply with Rules and Regulations of 3750 Lake Shore Drive, Inc.

Application: Prior to the commencement of work the Shareholder shall submit the following:

1. A detailed description of the work and the name of any outside contractor(s)
2. Drawings/ Plans of the proposed work
3. A project schedule with the start date, proposed completion date
4. A signed Remodeling, Renovation Appliance Installation Agreement
5. A signed Mechanic's Lien Waiver (Shareholder only)
6. Contractor Accord Certificate of Insurance including Workers Compensation

Applications are to be submitted to the Receiving Room. Remodeling/Renovation application paperwork must be submitted at least ten (10) days prior to the scheduled House Committee meeting. *This allows for adequate time for the House Committee Chairperson to review with the Building Engineer, to prepare the packets for distribution to the House and Infrastructure Committee and for the Committees to review the information prior to the meeting.* Incomplete or late applications will not be accepted. Shareholders will be notified if an application is incomplete. The House Committee will only review applications that have been reviewed and approved by the Building Engineer. The Shareholder or a representative familiar with the project shall attend the House Committee meeting

to present the R & R application and to answer the committee's questions regarding the application. The House Committee will notify a shareholder if an application fails to obtain approval and will state the remaining requirements for approval. Major remodeling such as structural changes, or the installation of a central air conditioning unit, may require consultation with an architect / structural engineer approved by the Building and will also require Board approval. Costs for consultation will be charged to the Shareholder.

The remodeling/renovation start date cannot be set for less than fifteen (15) days from the **date of House Committee approval** (1st Tuesday of each month). The shareholder will be notified once the application is approved. The Board will be notified of applications that obtain House and Infrastructure Committee approval at the next scheduled Board meeting. A copy of the application will be kept in the Receiving Room.

No contractor will be permitted on the premises until the application has been approved.

General Guidelines and Restrictions: Any change to the plumbing or electrical systems is subject to inspection by building management before the walls are closed. Main-line water, heating, or power interruptions are handled by the building staff, and must be scheduled through the Receiving Room to allow sufficient time to give other Shareholders advance notice. All plumbing work, electrical wiring and re-circuiting must be performed by licensed personnel and meet applicable city codes.

Electrical: The building provides up to 100-amp electrical service. The Board reserves the right to restrict the addition of high-consumption appliances.

Plumbing: During the course of the renovation the building has the right to open walls to inspect plumbing lines. If there is substantially corroded supply, drain, waste, vent riser piping, steam branch lines and fittings, and steam traps as determined by the Building Engineer or architectural engineering consultant engaged by the Corporation, lines will need to be replaced. Management will work with the Building Engineer to define the scope of the requirement. Riser piping shall be replaced and paid for by the Corporation. Such replacement shall include an access panel near the floor or ceiling level to facilitate access to the risers. Original horizontal risers shall be inspected by the Building Engineer or architectural engineering consultant engaged by the Corporation. Upon inspection, if the original horizontal pipe is found to be damaged the Corporation will repair or replace the horizontal pipe. Installation of a garbage disposal in any apartment is expressly prohibited.

(Added January 21, 2020)

Steam Radiators: The Lessor provides heat to every apartment by means of a 2-pipe, low pressure, steam system and cast-iron steam radiators. Steam radiators, valves, traps and branch piping may not be removed, relocated, modified, substituted or replaced in any way by Lessee without Lessor's approval. Prior removal, relocation, modification or substitution of any radiator by the Lessee in the demised space, regardless of whether the radiator's removal, relocation, modification or substitution was properly approved by the Lessor, shall not create an obligation of the Lessor to replace, relocate or modify a radiator for any reason. With the Lessor's approval,

Lessee may replace previously removed radiators, valves and branch piping at the sole expense of the Lessee.

As of January 21, 2020, the installation of copper or aluminum fin radiators by Lessee is no longer permitted in the demised space. Lessor will not be responsible for the repair or replacement of any existing copper fin or aluminum fin radiators.

The Lessor's standard for new or replacement installations in the demised premises is manually operated steam valves, as manufactured by MEPCO, LLC. The repair or replacement of defective manually operated steam valves and traps on approved radiators shall be performed by the Lessor with parts selected by Lessor at the Lessor's expense. The replacement of existing manually operated steam valves with thermostatically controlled steam valves is prohibited; Repairs or replacement of existing thermostatic steam valves is the sole responsibility of the Lessee.

New and existing radiator covers, semi-permanent enclosures, permanent enclosures, cabinetry, window seats and panels must be easy to remove or open without causing damage to adjacent surfaces to provide reasonable and appropriate access to the radiator, valves and traps to allow for the repair or replacement of the radiator, valves and traps. Lessor, at its sole discretion, has the right to access radiators in a Lessee's demised space for the purpose of making repairs, performing inspections or for any legitimate reason as Lessor, from time to time, deems necessary and such access shall not be unreasonably withheld nor shall the Lessor's exercise of such right create an obligation to repair or replace damage to the radiator cover, enclosure, cabinet, panel or adjacent surfaces.

Ventilation: Elimination of kitchen or bath ventilation tied to the building exhaust shaft is prohibited. No new exhaust duct shall discharge to the exterior through an existing window, transom, light shaft or the building façade. If this condition currently exists, it must be removed and repaired under the direction and approval of the Building Engineer as part of the project scope of work. Any mold, mildew, fungus, or environmental hazard (including cooking grease build-up) must be abated as part of the project scope of work.

- *Kitchen* – Recirculating hoods are not permitted. Combination microwave/exhaust fans are permitted as long as they are of the type allowing a rigid duct connection to the exhaust shaft. A new direct vent fan with damper attached to the shaft is permitted (similar to the original switch controlled exhaust fan). New kitchen exhaust hoods/fans will be sized to perform in accordance with the range manufacturer guidelines. A detailed specification and installation sheet, prepared by the manufacturer, must be included with the application. A diagram will be submitted showing the mounting and connection of the ventilation hood to the building exhaust shaft and must comply with the specifications outlined by the manufacturer. Existing ductwork is not permitted to be re-used. If hood is not equipped with a backdraft damper, one must be installed at the duct connection to the exhaust shaft. Flex duct is not permitted to be used at any time. The Building Engineer must sign off on all duct installation before wall close-in is permitted.

It is the responsibility of the shareholder to run the exhaust hood to remove moisture, grease and cooking odor preventing its migration through the building. Read and follow manufacturer operating instructions including running the exhaust fan for the recommended period of time after the range is turned off.

- **Bath** – Existing vents tied to the building bath exhaust shaft are permitted to remain as long as the Building Engineer verifies them clean and in operable condition. Please note on detailed description of work “Existing bath exhaust to remain pending Building Engineer’s approval”. New fans must be attached to the bath exhaust shaft in accordance with manufacturer’s specifications. A detailed manufacturer’s specification sheet must be submitted. A diagram or written description detailing connection to the building exhaust shaft must be submitted that complies with the specifications outlined by the manufacturer. New or existing means of ventilation to the exhaust shaft must be noted on the application. Elimination of bath exhaust is prohibited.

Framing: Only metal studs and fire retardant wood framing is permitted in accordance with the jurisdiction having authority. The Building engineer will inspect structural work as necessary. Any work that does not meet the required standard must be removed and replaced and at the Shareholder’s expense.

Wood floor finishes: Shall be water based LOW odor. The application of oil based finishes or water based finishes that are not low odor are not permitted.

Debris: It is the responsibility of the contractor to remove all remodeling and construction debris from the premises. When purchasing a new appliance, the Shareholder shall include in the delivery agreement the removal of the old appliance. When a Shareholder acts as his/her own contractor, he/she must make arrangements for the prompt removal of all construction debris and other large items, e.g., cabinets, radiators, pipes, carpeting, sinks, bathtubs, toilets, plaster, flooring, etc. Debris or appliances may not be stacked in the service hallway. A dumpster may be ordered however it cannot be located in the west alleyway and requires city permit. A truck hired for debris removal may be parked at the loading dock while debris and construction material is loaded however it may not be left unattended. The Shareholder / Contractor shall sweep / vacuum / mop the service hall daily or when dust/ debris infiltrates the area. Construction debris or appliance generated by Shareholder remodeling and renovations may not be placed in the building’s dumpsters and trash containers for disposal by the building

Working Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 2:00 p.m. on Saturday. Saturday work shall be limited to work which does not generate noise. Work hours have a twofold purpose: 1) To maintain the security of the building and 2) Consideration for 3750 Residents. To accommodate extenuating circumstances during the week, work of a restricted nature may be extended into the evening hours with pre-authorization from Management.

Agents or employees of contractors whose primary job is to estimate the cost of a project may be permitted to enter a Shareholder’s unit by appointment only. Under no

circumstances shall such agents be permitted to do remodeling and/or restoration work without prior approval.

Certificate of Insurance: All contractors must submit a current Certificates of Insurance: \$1,000,000 for general liability and combined single limit for property damage and bodily injury and workers compensation insurance \$500,000. The following are the minimum requirements:

Commercial General Liability

Each Occurrence Limit \$1,000,000
General Aggregate Limit \$2,000,000

Worker's Compensation

Bodily Injury by Accident \$500,000 Each Accident
Bodily Injury by Disease \$500,000 Policy Limit
Bodily Injury by Disease \$500,000 Each Employee

Additional Certificate Holder

3750 Lake Shore Drive, Inc.
3750 N. Lake Shore Drive
Chicago, IL 60613

Additional Insured Clause

3750 Lake Shore Drive, Inc. & FirstService Residential, Inc.

There shall be a notation that the Corporation will be notified if the agent or the company cancels the insurance. The certificate must be in the Receiving Room before any work begins. Additional information regarding the certificate of insurance can be obtained from Drago Simonovic 773.248.3750.

Permits: All permits are the responsibility of the Shareholder.

It is the responsibility of Shareholders to acquaint contractors with the previously stated requirements. Shareholders shall be responsible for any damage done by workers employed by them, their contractors, subcontractors, agents and/or themselves to common areas, building elements, limited building elements, or other apartments.

All service providers and their employees will become agents of the Shareholder and will be obligated to abide by all of the pertinent rules and regulations governing activities connected with remodeling and renovation projects. If contractors, subcontractors or other agents are found to be in violation of the rules, the Shareholder will be subject to penalties.

Unauthorized Work: If a Shareholder fails to adhere to the specifications in the approved plans, the Board of Directors may require the said work to be done in compliance, and shall charge the shareholder for the costs thereof. Should a Shareholder without prior approval of the Board of Directors make alterations, the Board of Directors may require the Shareholder to remove the alteration or improvement, and restore the apartment and/or building element to its original condition, at the Shareholder's expense.

As a convenience for shareholders who desire to do some of their own remodeling work, building employees may be engaged to do such work, subject to Personal Service Rules described in *Engineering and Maintenance section*.

The remodeling, renovation and appliance agreement is available in the Receiving Room.

Rollerblades

For the safety and comfort of all Residents, rollerblading is prohibited throughout the building. Residents using rollerblades may take them on and off in the vestibules. Doormen have been instructed to not admit anyone wearing roller blades into the building.

Roof Deck

The roof deck is currently closed due to past storm damage. There building is investigating the cost and feasibility of replacing the roof deck.

Selling an Apartment (Shares)

When the shareholder notifies Management that the unit will be placed on the market, Management will conduct a survey of the unit. The purpose of the survey is to identify, prior to its sale, any significant conditions prohibited by the governing documents. However, 3750 Lake Shore Drive, Inc., its officers, directors, managing agent, employees and employees of the managing agent have not made and do not make any representations or warranties, other than those contained in the Proprietary Lease between 3750 Lake Shore Drive, Inc., and its shareholders in connection with said purchase as specified in the 3750 Lake Shore Drive, Inc. non-warranty letter.

This survey must be completed under management supervision before an application to purchase can be considered. The survey will be provided to the Seller and to the Applications Committee as part of the Applicant's packet. The Applications Committee will make recommendations to the Board that the sale be contingent upon certain remedial actions as documented in the survey.

Unit Pre-sale Survey shall include but not be limited to:

- Air conditioner units
- Building element alterations
- Common Area encroachment
- Fireplace
- Plumbing
 - Drain lines (visible)
 - Garbage disposal
 - Tub(s)
- Radiators
- Vents

- Washer & Dryer
- Windows

Please refer to appropriate sections in the House Rules, By-Laws and or Proprietary Lease for 3750 N LSD Inc standards. Specifications for required changes are available in the management office or from the head engineer.

Closing Documents and Costs

A standard closing which shall consist of providing a stock certificate, paid assessment letter, Proprietary Lease, unit survey, requests for documents including Articles of Incorporation, Audits/Tax Returns, Budgets, By-laws, Capital Plan, Financials, House Rules, Insurance Certificates, Insurance Policy, and minutes, as well as answering questions related to these items shall be subject to a fee of \$1,250.00, due at closing.

Non-included services will be billed at the following rates:

- A. If the seller's original stock certificate is not provided prior to closing: \$250.00.
- B. Replacement stock certificate: \$175.00.
- C. Recognition Agreement (if there is a mortgage): \$175.00.
In the event that a fully executed Recognition Agreement is not returned within seven (7) business days of closing a \$500 fine shall be imposed.
- D. Lender Questionnaire (if there is a mortgage): \$175
- E. Guaranty agreement (if shares are purchased in a trust): \$175.00
- F. Standard escrow agreement if required by Board of Directors: \$750.00.
Any legal fees incurred for preparation of this document will be billed at the billing rate, which 3750 Inc pays to outside legal counsel.
- G. Any additional legal oversight shall be billed at the billing rate, which 3750 Inc pays to outside legal counsel.
- H. Any Management time in excess of what is generally required to complete a standard closing, shall be billed at \$80.00 per hour.

The buyer is responsible for any additional costs such as shipping or courier costs, etc. at the time of closing.

Transfer of Ownership for existing Shareholder

The transfer of ownership of shares for an existing shareholder shall include preparation of the new stock certificate, lease, and Guaranty (if transfer of shares is into a Trust) shall be subject to a fee of \$500. Any additional legal oversight shall be billed back to the shareholder at the billing rate, which 3750 Lake Shore Drive Inc. pays to outside legal counsel.

Shareholder Loans

Please refer to Article XIV of the By-Laws

The corporation requires a Recognition Agreement for shareholder loans, these include but are not limited to additional mortgage, refinancing of existing mortgage and home equity loans. The corporation charges a \$500 processing fee for shareholder loans other than at time of unit sale, which covers execution of three originals of the Recognition Agreement and completion of a

lender questionnaire. The lender and shareholder, prior to submission to the corporation, must execute the Recognition Agreement. A fully executed original is kept on file in the Management Office.

In the event a fully executed original of the Recognition Agreement is not returned to Management within seven (7) business days of closing, a \$500 fine will be imposed.

Smoke Detectors, Carbon Monoxide Detectors, Fire Extinguishers

Fire extinguishers are provided in the back hallways. 3750 is responsible for fire extinguisher maintenance. Shareholders can ask the receiving room for instruction on how to use the fire extinguishers.

Smoke detectors in each apartment are required by law (Municipal Code of Chicago, chapter 13-64-120), as are Carbon monoxide detectors (Municipal Code of Chicago, chapter 13-64-190). Please call the receiving room if you do not have both types of detector.

Smoke and carbon monoxide detectors must be kept in good working condition. They usually make a "chirping" noise when batteries are running down.

- The building provides detectors and battery replacements.
- It is against the law to dismantle or remove the detectors.
- Maintenance will perform an annual inspection to assure that each apartment has the required, properly installed and operational smoke and carbon monoxide detectors, however, it is the shareholder's responsibility to notify the receiving room of problems or need for assistance.

Solicitations/Posting of Signs and Notices

Solicitations are not permitted at 3750, including but not limited to charitable and political solicitations. No signs or notices may be posted in any window, or in the public areas of the building. Residents, with prior permission from management, may post informational notices on the laundry and mail room bulletin boards. Employees of 3750 are not to be used for distribution of unofficial/personal letters or notices.

Storage

(Revised January 21, 2020)

General

The Lessor, through its Board of Directors, may grant Lessees a limited license or assignment to use specifically identified common areas in and about the building (not including any of the demised premises) for the purpose of storing certain types of personal property. In all cases, the assignment of such areas is at the sole discretion of the Lessor and may be revoked at any time for

any reason. The Lessor retains the right to re-assign, eliminate, or otherwise modify any such assignment including limiting the types of personal property that are permitted to be stored and the use of the storage areas. In all cases, the assignment or license of such rights to Lessees are NOT transferable.

All such assignments and licenses are for the convenience of Lessee and are not considered a part of the “demised premises” under the Proprietary Lease. Lessee, at their sole risk, may store certain personal property, as permitted by the Lessor, in assigned areas, as defined below. The Lessor; its agents and employees; Lessor’s insurance policy; the Board of Directors; and the management company are not responsible for damage to or loss of any personal property from fire, theft, flooding or other casualty.

The Lessor, at its sole discretion, may enter such assigned storage areas, without prior notice, at any time, for the purpose of making repairs to building elements, performing inspections or for any legitimate reason as it, from time to time, deems necessary.

Access locks and keys are provided by Lessor and may not be changed by the Lessee for any reason. Lessor’s access to the assigned storage areas is critical to the safe and effective operation of the building. Locks or keys changed by the Lessee or Assignee will be removed and replaced, without prior notice, at the sole cost of the Lessee or Assignee.

Bicycle Shared Storage Area and Limitations on Bicycle Use

The Lessor may provide one or more shared storage areas solely for the purpose of storing bicycles by Lessees. The area is equipped with a limited number of labeled bicycle storage slots. Assignment of bicycle storage slots is based on availability, at the sole discretion of the Lessor.

The Receiving Room will administer the assignment of bicycle storage slots and the distribution of access keys or codes to the bicycle storage area. All bicycles in the storage area must be registered annually with the Receiving Room and be properly labeled.

The assignee may only use the slot assigned to them in the bicycle storage area and must properly position their bicycle so that it and other personal property, if permitted by Lessor, do not encroach on any other bicycle slot. Unregistered or un-labeled bicycles found in the bicycle storage area may be removed and disposed of by the Lessor. Lessor has the right to audit both the contents and use of the bicycle storage room and may remove unauthorized items without prior notice.

The shared bicycle storage area is principally for the storage of non-motorized bicycles. Gasoline powered vehicles including mopeds, motorcycles, scooters or gasoline or powered bicycles are not

permitted to be transported through or stored anywhere in the building including the demised premises, common building areas and common assigned storage areas.

All bicycles must enter and exit the building only by way of the rear service entrance, rear service elevator, rear service stairs, basement, and tier service elevators. At no time are bicycles permitted in the front entry vestibules, inner lobbies, passenger elevators, passenger elevator lobbies, Garden Court, first floor hallways or other common areas of the building.

Bicycles may not be secured to any external building elements, including but not limited to parkway fences, trees, posts or canopies. Lessees are responsible for informing guests, employees or other invitees of this policy. Lessor may remove such property without notice.

General Storage in Certain Common Areas and Restriction On Storage Area Use

The Lessor may provide two or fewer assigned general storage areas per apartment solely for the purpose of storing certain personal property of Lessees. The areas are located in the basement storage rooms, former basement laundry rooms, first floor storage rooms and penthouse 17th floor storage rooms. Assignment of general storage areas is based on availability at the sole discretion of the Lessor. Certain general storage areas may be assigned to multiple Lessees and are considered shared general storage areas. Other general storage areas may be assigned to a single Lessee.

Rooms assigned as general storage areas are intended solely for the purposes of storing limited types of personal property. Such areas may not be occupied or used for any other purpose including for work rooms, exercise rooms or any other non-storage purpose. As of January 21, 2020, Lessees' use of assigned general storage areas in the basement and first floor as laundry rooms is explicitly and unambiguously prohibited.

Lessees may not store perishable goods or food, hazardous materials, flammable coatings, explosive materials or any other items which may increase the risk of a fire in the building.

As of January 21, 2020, any and all shelving or fixtures installed or placed by Lessees in the assigned general storage areas must be non-combustible and may not be attached or affixed to the building or its elements.

Refrigerators, freezers, and wine coolers may be installed by Lessees with prior approval of the Lessor, and at the sole expense of the Lessee, together with the installation and maintenance of adequate, Building Code compliant, properly metered electrical service for these appliances. Installations of electrical service by Lessee to non-demised assigned general storage spaces become the property of the Lessor and may not be removed or relocated without Lessor's approval.

Lessees' items of personal property kept in general assigned storage areas may not impede access to or operation of building elements such as plumbing, steam piping, natural gas piping, electrical, low voltage lines, lighting or smoke detectors. The Lessor, at its sole discretion, may remove such property without prior notice and at the sole expense of the Lessee.

Subleasing Apartments

Under certain circumstances, such as a prolonged absence from the city, shareholders are permitted to sublease their entire apartment (but not a portion thereof). Approval of such an arrangement is contingent upon the following:

1. Approval of the prospective sub lessee by the Applications Committee and the Board of Directors.
2. Limitations on sub-leasing: A shareholder may not sublease his/her apartment
3. (a) until his/her lease has been in effect for at least twenty-four (24) months;
(b) for more than a cumulative total of sixty (60) months throughout the shareholder's period of legal or beneficial or share ownership; or
(c) in violation of the Proprietary Lease.

The application procedure for approval of a sub-lease is basically the same as for a sale. (See *Application Procedures*)

Any shareholder who implements an unapproved sub-lease (including an unapproved extension of a previously-approved sub-lease) will be fined \$1000 per month until such time as the sub-lessee goes through the usual application process and is approved by the applications committee and Board. If, during the applications process, the Board does not approve the sub-lessee, then the relevant shareholder will be fined \$2500 monthly until such time as the unapproved sub-lessee moves out of the building.

Sub-leasing an apartment does not release a shareholder from legal and financial responsibility for the apartment, as detailed in the Proprietary Lease. If the shareholder is delinquent 60 days in paying building assessments, 3750 reserves the right to collect the rent due from the sub-lessee. Both the shareholder and the sub-lessee prior to the applicant's meeting must sign a written agreement to this effect with the Application Committee.

Swimming Pool, Saunas and Exercise Room

The swimming pool, saunas and exercise room are intended for the use of residents. Guests (with the exception of overnight guests) must be accompanied by a resident.

The following rules govern the swimming pool, saunas and exercise room:

All swimmers should take a warm soap shower before swimming.

- Babies and toddlers must wear swim diapers while in the pool.

- Running around the deck of the pool, and aggressive physical play or excessive noise in the area are prohibited.
- Food, beverages and glass containers are prohibited in the pool and exercise areas, and in all areas near or adjacent to them.
- Diving into the pool is not permitted.
- Anyone with an infectious disease should not use these facilities.
- An adult must accompany everyone under the age of 16.
- Lap swimmers have priority from **7:30 p.m. to 9:00 a.m.**
- Open and family swimming hours are from **9:00 a.m. to 7:30 p.m.**
- Toys and swimming aids (paddle boards, etc.) must be removed from the pool after use.

Vacation Services

Before leaving on vacation, residents should:

- Notify management in writing.
- Notify the receiving room in writing for the storage of mail and disposition of any packages, which may arrive in your absence.
- Stop all services such as newspaper delivery.
- Be sure the building manager has a key to your apartment in the case of an emergency.
- Leave a note in your mailbox for the mail carrier giving the dates of your absence, and requesting that your mail be stored in the receiving room until you return.

Ventilation

See: *Remodeling and Renovations.*

Vandalism/Abuse of Premises

The cooperation of every resident is urged to prevent vandalism at 3750. Residents will be held financially responsible for any damage to building elements or public areas, and building furniture, carpets, floors, mirrors, etc. caused by themselves, family members, guests, employees or their agents. Residents who see vandalism or abuse of property taking place in any area of the building, or see evidence of such behavior having taken place, should report this immediately to the management office during office hours, or to the Lake Shore Drive doorman after office hours.

Violation of House Rules, Proprietary Lease, By-Laws, Board Directives

Residents/Shareholders who violate the Proprietary Lease, By-Laws, or House Rules or ignore specific directives of the Board, including those of the building manager who acts for the Board, (collectively referred to as a “violation”), will be subject to a fine (see *Fine Schedule for*

Violations). Before a fine can be imposed, residents/shareholders will be given a *Notice of Violation* and informed that they are entitled to a hearing before the Board of Directors on request.

Failure to respond to a *Notice of Violation* is considered to be an admission of fault. Residents/shareholders may elect to waive the hearing procedure and pay the fine assessed by the Board (see *Fine Schedule for Violations*). If a resident/shareholder requests a hearing, the procedure is as follows:

1. Within five (5) business days after the *Notice of Violation* has been served, the resident/shareholder will submit to the management office a written request for a hearing.
2. The Board of Directors will make reasonable efforts to hold a closed session hearing with the resident/shareholder within two weeks of receipt of the above request.
3. If requested, the resident/shareholder may be allowed to have legal counsel. No recording of the hearing may be made.
4. The Board shall deliberate in closed session following the hearing.
5. Management will make reasonable efforts to notify the resident/shareholder of the board's decision within two business days,

Disturbances

All residents should be able to enjoy the security, peace and quiet of their own units at all times.

The Cooperative therefore prohibits the following:

1. Playing audio devices, TV or musical instruments at volume levels that could disturb neighbors.
2. Running, jumping, riding, slamming doors or bouncing balls at volume levels that can be heard by neighbors above, below or at either side of your unit.
3. Noise created by hard-sole shoes/high heels that could disturb neighbors.
4. Disturbing neighbors in any way between the hours specified in the Proprietary Lease, Page 21. #5.; i.e., from **10 p.m. to 8 a.m.**

Procedure for Reporting Disturbances

1. Try to determine the source of the disturbance. If you know where the disturbance is originating, contact your neighbor and try to mutually develop a solution to the issue. Your neighbor may not even be aware that their activities are disturbing you, and they may be willing to change their routine or activities to lower the noise level.
2. If unsure of the source of the disturbance or if you were not able to resolve the disturbance in discussions with your neighbor, contact management, or if after office hours, a doorman to report the disturbance. Staff will then investigate the issue. Any unresolved issues including any steps taken with the other shareholder should be submitted to the Management Office in writing, and management will refer unresolved issues to the Building Ombudsman.

Fine Schedule for Violations

Violation of House Rules and By-Laws

- First Violation: Management sends a *Notice of Violation*
- Second violation: \$100

- Third violation: \$250
- Fourth and additional violations: Board meets to discuss further action

Violation of Proprietary Lease -Late payment of assessments

Assessments are due on the first of each month and are considered late if the payment has not been received at the lockbox by the tenth of the month. If there are balances unpaid after the tenth of the month, the Shareholder will automatically be charged a \$75.00 late fee, balances sixty (60) days delinquent will be charged a \$150.00 late fee and balances ninety (90) days delinquent will be charged a \$150.00 late fee monthly until all unpaid balances are current. All accounts delinquent for over ninety (90) days will be subject to legal action. All legal fees, etc. Shall be the responsibility of the Shareholder.

The Board of Directors on a case-by-case basis handles other violations of the Proprietary Lease.

Violation of Board/Management Directives

Applies to non-compliance with specific directives resulting in the need for immediate action by the board of directors and/or management.

Washer Dryer (in unit) Requirements

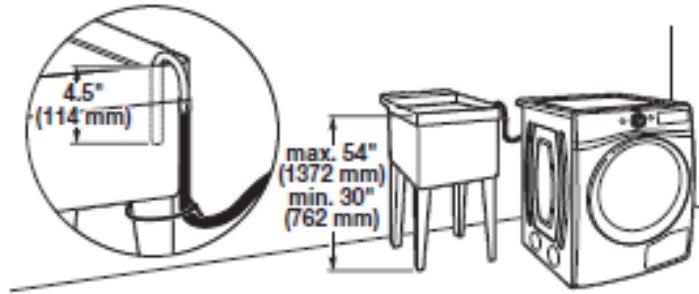
Shareholders wishing to install an in-unit washer dryer must submit plans to the management office and the House Committee for approval. Plans must include drawing of location, all renovation details, brand name and model of the machines, and a written statement from a licensed electrician that the unit has adequate power for the proposed washer and dryer. After approval of plans and prior to their use, all machines and their installation must be inspected and receive the head building engineer's written approval. Delivery boxes will be opened in the receiving room to check machines and model numbers.

1. A licensed plumber must perform the plumbing preparation for washing machine installation. This includes all riser, pipe connections, necessary shut-off valves and any other work needed to carry water to and from the washing machine. The supplier may do the final connection if this is required in order to have a warranty.
2. A licensed electrician must do all electrical work.
3. Washers must have flexible drain hoses, replaceable lint traps and automatic shut-off valves.
4. Dryers must be ventless electric machines. Dryers are not permitted to vent into a bucket of water or through a window or exterior wall.
5. A stationary tub/laundry sink must be installed next to the washer. The tub/laundry sink must have a water capacity of at least 20 gallons. The washer discharge hose may not be directly attached to a building drain pipe or a stand pipe. The washer and dryer may drain into the stationary tub/laundry sink (Diagram #1) or the washer discharge may be connected directly to the stationary tub/laundry sink's tailpiece provided that the all the

drain piping including the trap is 2 inches in diameter and the stationary tub/laundry sink drain pipe connects to a waste stack that is a minimum of 4 inches in diameter (Diagram #2). Shareholder is responsible for the cost of the connection of 2 inch pipe to the stack pipe.

6. The shareholder will bear full responsibility for damage caused to the apartment of any other shareholder or to any common area of the building.

Laundry tub drain system



Minimum capacity: 20 gal. (76 L). Top of laundry tub must be at least 30" (762 mm) above floor; install no higher than 54" (1.37 m) from bottom of dryer.

IMPORTANT: Only 4.5" (114 mm) of drain hose should lay on side of laundry tub. Do not lay the hose at the bottom of tub.

Diagram #1

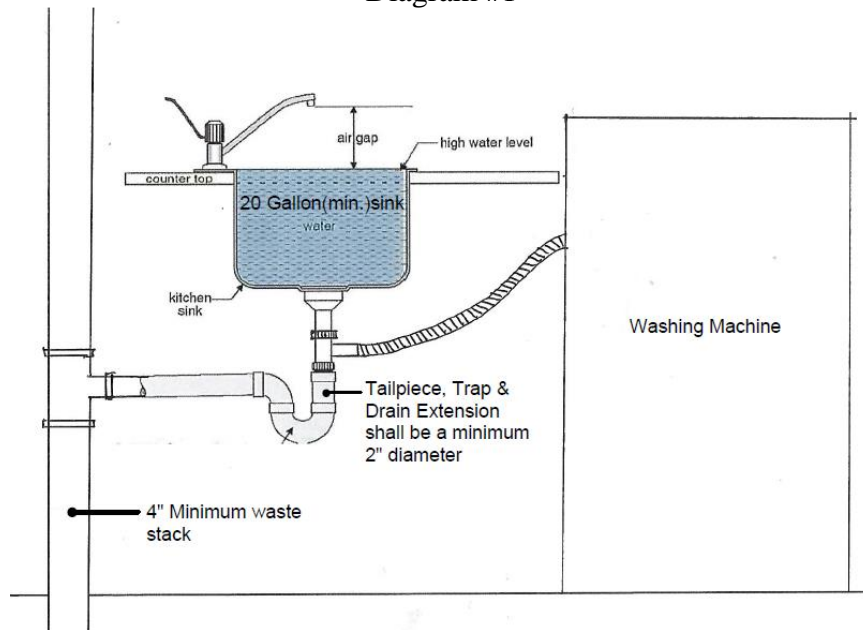


Diagram #2

Windows

The condition of our windows is a critical element in maintaining the building's façade in good condition. Quality windows ensure superior insulation; lower heating and cooling costs, and preservation of the brick and limestone façade while maintaining the aesthetic appearance of our property.

BUILDING STANDARD: The 3750 standard for apartment windows is: double hung, with insulated glass, interior wood frames, and exterior bronze-clad aluminum frames and sashes. Any window visible from Lake Shore Drive, Grace Street, or from the driveway of 3740 North Lake Shore Drive (the South, East and North facades), must have divided lights (muntins) regardless of whether or not the window to be replaced contains this feature. The pattern of the required divided lights shall match the divided lights in the windows above and/or below. Divided lights (muntins) are optional with windows on the other facades; however the glass and frame standard remains consistent with the exception of any windows located near fire escapes, to be referred to as "fire windows". Fire windows are any window (or window in a door) deemed by the City or any applicable governmental agency as needing to be fire-rated. All fire-rated window installations approved after May 16, 2017 must be double paned fire-rated glass. Windows in the A Tier bathroom facing the courtyard may have a non-wood interior frame (as the bath/shower area is by the window). The type and quality of window specified for the building is designed not to fade or change color under extreme weather condition.

INSTALLATION: The installation standard is brick-to-brick for all windows, regardless of the exposure. All windows must be installed according to plans approved by the building, using a licensed and insured contractor that is approved by the Board of Directors. Each contractor must meet all Building requirements for construction.

REPLACEMENT:

Any original window (windows that were installed as part of the original construction of the building in or around 1926) must be replaced and the replacement cost shall be at the shareholder's expense. Original windows must be replaced based on whichever of the following conditions occurs first:

1. All original windows in an apartment within 9-months of transferring shares; or
2. Any original window that the Board of Directors deems to be defective and may be the source of water infiltration or water condensation that could result in damage to the building's façade or other building components within 9-months of the Board of Directors determination.

Any window installed subsequent to the original construction of the building in or around 1926 that does not conform to building standards or may otherwise be in a condition of disrepair, malfunctioning or defective, may be replaced to meet the building standard at the sole discretion of the Board of Directors and the cost of the replacement will be at 3750 Lake Shore Drive's expense.

Any window installed subsequent to the original construction of the building in or around 1926 that does not conform to building standards but are in good repair, are properly installed, deemed compliant by the City or any applicable governmental agency, and are not negatively affecting the façade may remain until such time as the Board of Directors require their replacement.

3750 Lake Shore Drive is responsible for the maintenance, repair and replacement of all windows that were installed subsequent to the original construction of the building in or around 1926 regardless of whether or not the windows meets the building standard.

3750 Lake Shore Drive is responsible for maintaining, repairing or replacing the exterior sealant (caulk) between the window frames and the building façade, regardless of whether or not the windows are original windows or were installed subsequent to the original construction of the building.

All decisions determining whether or not a window meets building standard, is an original window, is a window that was installed subsequent to the original construction of the building, is to be replaced, is to be repaired, the nature of the repairs and the timing for any repairs and replacements will be made by the Board of Directors with input from the House Committee. All requests must be made to the Management Office and reviewed by the House Committee prior to being considered by the Board of Directors. All decisions of the Board of Directors are final.

End of the House Rules