

**EXHIBIT II - CONSTRUCTION RULES/CATEGORIES**  
**CONTRACTORS, WORKMEN REPAIRMEN AND DELIVERYMEN**

*Each Unit Owner required by the declaration to provide for all maintenance, repairs and replacements within their individual unit, at their own expense. This responsibility includes fixtures and equipment such as kitchen appliances, laundry appliances, lighting and other electrical fixtures, heating ventilating and air conditioning units. Only Unit owners may remodel a Unit. Lessee's must have Unit Owner's written consent before any remodeling can start. Unit Owners must inform the Management Office before any remodeling project can begin and all plans must be submitted for approval.*

***When work is to be performed in a Unit at 111 East Chestnut the following rules apply. A copy of these rules will be given to each contractor, workman, repairman or delivery man.***

1. *All General Contractors are required to submit a Certificate of Insurance to the Management Office naming the 111 Condominium Association, its Board of Directors and its managing agent, as an additional insured party. The policy should provide \$2,000,000/\$2,000,000 bodily injury and \$2,000,000 property damage. The policy must be current. Unit owners are also requested to ensure that any contractors carry workers' compensation insurance for their protection.*
2. *Contractors are required to submit a \$1,000.00 damage deposit in the form of a cashier's check or money order to the Management Office for any projects in excess of \$5000.00. The cashier's check or money order must be made payable to the 111 East Chestnut Condominium Association. The fee must be submitted to the Management Office two weeks prior to starting any work. The deposit is refundable to the contractor if there is no damage or rule violation as a result of the contracted work.*
3. *All work is to be completed in a workmanlike manner by licensed workmen and must conform to applicable City of Chicago building and fire codes. Any permits required should be obtained by the Unit Owner and copied for the Management Office before the work commences.*
4. *Contractors or workmen are to use the loading dock entrance and are not permitted in the lobby of the building. Workmen are not permitted to loiter in the foyers, hallways, stairwells or main lobbies of the building for any purpose including smoking. They must use the freight elevator to access floors.*
5. *All workmen are required to sign in and out at the loading dock and obtain a building pass, which must be displayed on their person.*
6. *Workmen and contractors must load and unload all materials at the loading dock and may use the freight elevator. Under no circumstances may workmen use the lobby elevators. Should workmen require the use of the freight elevator for more than two trips, the elevator must be reserved through the Management Office at least three weeks in advance.*
7. *No workmen will be issued keys to a unit without written authorization from the Unit owner.*
8. *Parking in the loading dock is not permitted.*
9. *Work may only be performed between 8:00 a.m. and 5:00 p.m., Monday through Friday. No work is allowed on Holidays.*
  - a. *Type 2 noise is actually associated with minor remodeling repairs and will only occasionally penetrate through the perimeters of the Unit. Examples include painting, wall papering and carpet cleaning.*
  - b. *Work which will only create Type 2 noise, no odors and no common area mess may be performed between 8:00 a.m. and 5:00 p.m. Monday through Friday and 8:00 a.m. through noon Saturday.*
10. *Workmen may not do any work in any area of the building other than within the Unit. Workmen may not work or store any materials in the common elements of the building or use common area electric. Supplies, materials and tools are to be stored within the unit and may not be stored in the common elements.*
11. *Workmen may only use the bathrooms located within the Unit. There are no public bathrooms in the building.*
12. *Workmen are not permitted to loiter in any common elements of the building.*
13. *Tools or equipment that are the property of the Association may not be lent to workmen for any person.*
14. *The following work requires a one week notice to the Building Management:*

- a. Replacement/repair of plumbing work requiring a shut down of part of the building's system.
  - b. Replacement of flooring other than wall to wall carpeting.
15. Contractors must remove all debris from the building in covered containers via the freight elevator. Debris is to be taken to the loading dock area and placed into the dumpster by the workmen. Unit owners will be charged for the cost of debris removal.
  16. All hazardous materials including but not limited to asbestos, lead paint, etc. must be removed in accordance with local, state and federal laws. Proof of proper disposal must be deposited with the Management Office. Under no circumstances may construction materials or debris be disposed in the Building's garbage chutes.
  17. Workmen must provide total protection to the common areas of the building, including drop cloths to cover the hallway carpeting. The drop cloths must be removed at the end of each day. The cost of repair of any common element of the building damaged by a workman will be the financial responsibility of the unit Owner. Workmen should vacuum the hallway, elevator and carpets before 4:00 p.m. each day.
  18. Workmen must be careful not to accidentally affect any of the common elements of the building that are located in or near an individual unit. Examples include plumbing stacks, ventilation duct work, electrical and cable TV lines. Unit owners will be responsible for any damages caused by construction or remodeling.

Failure to comply with any of the above procedures may result in the Building Manager suspending or prohibiting workmen from working in the building in the future, and fines may be assessed to the unit owner for non-compliance.

### **CONSTRUCTION CATEGORIES**

These rules provide a minimum guideline and shall not be construed as an all-inclusive list of regulations and requirements. Its purpose is to protect the safety and comfort of all residents and to preserve the integrity of the building structure and those elements, which are community rather than private property. Unit owners are responsible for the actions of and any damage caused by their contractors.

Remodeling projects have been divided into four categories, which are defined on the following pages along with notification and approval requirements. All projects regardless of category must comply with applicable "General Conditions of Remodeling Guidelines".

#### **Category A**

Projects primarily decorative in nature involving the replacement of wall covering, cabinetry or flooring or the replacement of fixtures and appliances not requiring rerouting of plumbing or electrical systems except as required for the immediate connection to existing systems external to existing walls.

Category A projects that do not affect any common elements, appliances, or plumbing, electrical, ventilation, telephone or master antenna systems or components. Such projects shall include, but are not limited to:

1. Painting and/or wallpapering.
2. Installation or removal of carpeting.
3. Replacement of kitchen cabinets.
4. Refrigerator installation involving ice maker or water faucet.
5. Dishwasher Installation.
6. Installation or refinishing of hard surface flooring (marble, ceramic tile, hardwood flooring).
  - a. Installation must comply with #7(see section viii), Finishing Flooring Acoustical Requirements.
7. Installation of French Doors.
8. Removal and replacements of toilets, lavatories or kitchen sinks.

**Requirements:** Management should be notified in advance. Owners must submit items 2, 3, 4, 5 & 7 of the requirements in category B below to the Management Office prior to beginning work.

### **Category B**

*Projects requiring prior Management notification, Board approval, and Condominium Association inspection:*

*Category B Projects may include items from category A in addition to possible interruption of water, alteration of unit walls, minor plumbing and electrical, i.e. includes but is not limited to:*

- 1. Removal and replacement of plumbing fixtures or faucets.*
- 2. Clothes washer and dryer installation (must conform with clothes washer & dryer installation rule)*
- 3. Alteration, termination or re-routing of plumbing, electrical, ventilation, telephone or master antenna, pipes, conduit, wires, ducts or other system components.*
- 4. Removal, relocation, or alteration of existing walls, or construction of new walls, partitions, or soffits.*
- 5. Installation of a whirlpool tub, wet bar, etc.*
- 6. Removal and replacement of plumbing fixtures, faucets or appliances including installation of refrigerator ice makers involving a revision to walls, a trenching of floors or connection revisions to building stacks or risers.*

**Requirements:** *Written Board approval is required prior to the commencement of any demolition or construction activities. Such Board action may take up to three weeks. Contractors and owners must abide by further requirements, changes, etc., if made a part of the Board's approval. Inspection by a Management representative and the Association's architectural representative is required prior to closing up of any walls or other areas concealing plumbing or electrical work, or flooring underlayment. This inspection is not to be construed as approval of the work that has been installed. It is the owner's responsibility to notify the Management Office to inspect the work prior to sealing off the areas.*

*The following items must be submitted to the Board through the Management Office:*

- 1. Drawings of demolition and proposed changes, sealed by a licensed Architect if required by the Chicago Building Code.*
- 2. A written scope of work (specifications)*
- 3. A list of all contractors and subcontractors (names, addresses, phone numbers) so Management can verify authorization to enter the building and units, and submittal of the contractor's City of Chicago license number.*
- 4. Certificates of insurance for all contractors, confirming compliance with all insurance requirements stated in Item 1 B of "General Conditions" section below.*
- 5. Approximate dates construction will start and finish.*
- 6. Copies of all required permits.*
- 7. Dumpster usage fee*
- 8. Contractor or architect emergency phone numbers*
- 9. Architect review letter, signed by owner of unit*

*Items 1 through 5 above and 7 thru 9 must be submitted prior to Board review and approval. Item 6 may be submitted after Board approval, but must be submitted as soon as received from the city and before the work commences.*

### **Category C**

*Projects requiring prior Management notification, Board approval inspections and signing of a License Agreement*

*Category C projects may include items from Categories A and B, in addition to a modification or extension into Common Areas*

- 1. Eliminating or moving unit entry doors.*
- 2. Combining of units*
- 3. Modification of any building structural elements*

**Requirements:** *Includes Category "B" requirements, plus a signed License Agreement.*

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### **Remodeling Guidelines**

## 2. General Conditions

- A. **Architectural Fee:** *An hourly architectural fee, at cost shall be charged to the Unit Owner for review of plans as required by each specific project and inspection during construction.*
- B. **Insurance:** *The certificates of Insurance must be submitted to Management before work can begin. Insurance required will be written with a company having at least an "A" policyholder's rating and a minimum Class 10 financial rating as listed in the Best Insurance Guide, latest edition.*
- C. **During the term of the Contract, the Contractors will at their expense, purchase and maintain insurance in accordance as follows:**
1. *Workers' Compensation*
    - a. *Basic Policy including occupational disease - Statutory limits.*
    - b. *Employer's Liability - Statutory limit*
    - c. *Contractor's having offices or places of hire outside the state of Illinois shall attach or otherwise show an "All States: endorsement."*
  2. *Public Liability (Comprehensive Form)*
    - a. *Minimum Limits:*
      - *Bodily Injury* \$2,000,000 each person
      - *Bodily Injury* \$2,000,000 each occurrence
      - *Property Damage* \$2,000,000 each occurrence
      - *Property Damage* \$2,000,000 aggregate
    - b. *Included Coverage*
      - *Premises and Operations*
      - *Elevators*
      - *Independent Contractors*
      - *Contractual*
      - *Completed Operations (Continue coverage in force for one year after completion of work)*
      - *Bodily Injury - Includes personal injury*
      - *Property damage - Include Broad Form - write on occurrence basis*
      - *Property Damage - Remove "XC" exclusion*
      - *Property Damage - Remove "U" exclusion*
      - *Scaffolding Act Liability*
  3. *Automobile Liability*
    - a. *Minimum Limits:*
      - *Bodily Injury* \$2,000,000 each person  
\$2,000,000 each occurrence
      - *Property Damage* \$2,000,000 each person  
\$2,000,000 aggregate
    - b. *Include coverage*
      - *Owned vehicles*
      - *Non-owned vehicles*
      - *Hired vehicles*
      - *Property Damage - Write on occurrence basis*
  4. *Additional Insured (**Additional Insured should read: 111 East Chestnut Condominium Association , Board of Directors & Managers**)*

*The following shall be named as additional insured on the Contractors Comprehensive General Liability Policy. Each party shall be notified 30 days prior to the policy being canceled.*

*Contractors must not start work until the proper verification of insurance has been submitted.*
- D. **Freight elevators and Dock Area:** *Transporting of all materials or debris must take place through the freight elevator only and must be scheduled in advance through the Management Office. Workmen must*

- use the freight elevator at all times. All materials and equipment must be loaded and unloaded in the loading zone area and immediately transported to the unit. Contractors' vehicles must be removed from the loading zone area after unloading. Failure to comply will result in the vehicle being towed at the vehicle owner's expense and the worker being barred from the building.
- E. **Work in Accordance with Plans:** All work is to be performed in strict accordance with the final plans which have been submitted and approved by the Condominium Association Board of Directors. If changes to the approved plans are to be made, the Board must be notified immediately and plans must be resubmitted for approval before construction can proceed.
- F. **Work in Accordance with Applicable Codes:** All work will conform to and be performed in accordance with all appropriate requirements and permit restrictions of all government agencies having jurisdiction. Permits, where required, must be obtained and copied to the Management Office.
- G. **Work in Accordance with Declaration:** The work will conform to and be in accordance with the 111 East Chestnut Declaration of Covenants, Conditions, Restrictions and Easements and Association Rules.
- H. **Qualifications of Contractors-Evidence:** The Unit Owner or his/her agents must be able to provide evidence that all work is to be performed and completed by a qualified individual capable of performing all work in a safe and workmanlike manner.
- I. **Inspection of Work:** All work is subject to inspection by Management personnel and the Association's architectural representative. Management reserves the right to stop or cause to delay any work which has not been approved or which deviates from the approved plan.
- J. **As-Built Plan:** Within 30 days after completion of the work, the owner must supply Management with a final as-built plan, and a Certificate of Occupancy issued by the City of Chicago. As built plans shall be drawn at a 1/4" scale in a reproducible medium.
- K. **Exterior Alteration:** No alterations may be made to the exterior of the Unit, unless explicit approved in writing by the Condominium Association Board of Directors.
- M. **Damage to Common Elements:** The Unit Owner is responsible for any damage or dirt caused by the work to the Common elements or any other unit. Any damage repair or cleaning done by the Management will be charged to the Unit Owner. Contractor is to place clean mats throughout the corridor where carpet may be subject to damage or dirt. Corridor vacuuming is to be done at the end of each workday. At no time may any work place in the Common elements. Delivery and removal of materials and debris must be confined to carts and dollies appropriate for transportation over carpeting. Any cart or dolly must fit easily through Common element doorways. No materials shall be kept in the common elements.
- N. **Construction/Remodeling Use:** See page 9
- O. **Garbage Chute:** The use of the residential floor garbage chute for the disposal of construction debris is strictly prohibited. A fine will be imposed against Unit Owners whose contractors violate this rule.
- P. **Restrooms:** Unit owners must provide their workmen usage of private bathroom facilities. Public restrooms are not available for use by workmen.
- Q. **Lunch and Breaks:** No eating will be allowed in common areas or on the sidewalks surrounding the building exterior. All food wrappers, bags, bottles and cans must be disposed of properly immediately after eating. If Management finds it necessary to clean-up, the Owner will be back charged for this service.
- R. **Building Access:** Every working day, all trades people must be identified by personal name, company name, and unit number they are working on. Failure to comply will result in accessibility to the premises.
  1. Numbered ID tags will be issued to each worker, and must be worn at all times while working in the building.
  2. Trades people may only enter the building through the loading dock area only.
  3. At no time will anyone be allowed to enter the following areas: Main Building Lobby, Work-Out Facility, Pool/Deck Area, Laundry Room, Sales Office & Occupied Units.
- S. **No Smoking:** The building, including all corridors and lobbies, is a no smoking zone. Any person caught smoking will be told to leave the project immediately.
- T. **Deliveries:** Contractors will be responsible for all their own deliveries. Building security will make

reasonable attempts to contact the appropriate people when a delivery arrives. If no one is available to accept the delivery, it will be rejected. Management will not take any responsibility whatsoever for any deliveries.

- U. **Water Riser Shutdowns:** A written request must be given to the Management three working days in advance of any desired water riser shut down. Management will schedule all water riser shut downs. Shutdowns are only available from 10:00 a.m. through 3:00p.m, Monday through Friday. One riser shut down will be allowed at no charge. There is a fee for each subsequent riser shutdown.
- V. **Telephone, Cable T.V., and Master Antenna Shutdowns:** A written request must be given to Management three working days in advance of any desired telephone, cable T.V. or master antenna shutdown. Management will schedule all system shutdowns. Shutdowns are only available from 10:00am through 3:00pm, Monday through Friday. One riser shutdown for each system will be allowed at no charge. Cost for each subsequent system shutdown is 100.00, payable in advance to the Condominium Association through the Management Office.
- W. **Work Hours:** Normal working hours available for construction are 8:00 am thru 5:00pm Monday thru Friday. Trades people will not be allowed in the building before 7:30a.m. Permission to work during other than normal work hours may be requested by submitting a description of the work to the Management Office 72 hours in advance for review and approval. No work will be allowed outside of the normal working hours without written Management approval.

### 3. **Electrical**

- A. All electrical work must be performed by a licensed electrician in a safe and workmanlike manner.
- B. Electrical panels must have an unobstructed clearance of thirty (30) inches minimum. Adjustable shelves and removable closet
- C. No wall, floor or ceiling electrical boxes may be buried after the removal of a receptacle or fixture until all wiring has been removed.
- D. Electrical panels must be covered or protected at all times during construction.
- E. Ground Fault Interruption receptacles must be used in all bathrooms, kitchens, laundry, wet bars and all other areas where water is used or present.
- F. All steam showers, sauna or whirlpool electrical components and enclosures must be approved by the Building Management or its agent prior to installation in the Unit.
- G. All work to be completed on telephone lines must be completed by a qualified low voltage telephone line specialist as approved by Management.
- H. All work to be done on Cable TV lines must be completed by the building approved cable company.
- I. Channeling of floor slabs shall not exceed 1" in depth or the depth of the reinforcing bars, whichever is less. In no case shall slab reinforcing be cut disturbed in any way.

### 4. **General Carpentry**

- A. All work must be completed by a qualified carpenter in a safe and workmanlike manner.
- B. A minimum of 1 layer of 1/2" gypsum board each side over 3 5/8" metal studs spaced 16" on center is required for all interior partitions.
- C. A minimum of 2 layers of 1/2" gypsum board each side over 5/8" metal studs spaced 24" on center with not less than 2" OFC friction fit sound batt insulation or similar material is required for all party walls between units.
- D. A minimum of 1 layer of 5/8" fire rated gypsum wallboard each side over 3 5/8" metal studs spaced 24" on center is required on all corridor walls.
- E. All doors must consist of metal frames and fire resistant door panels. Treated, fire resistant wood is allowed for the framing of the door jamb if a custom door is required. Fire treated wood sub flooring is required.
- F. Main entrance doors must be solid core doors with a minimum two hour fire rating. The doors must be in compliance with the type, color and style door which the Association determines to be a building standard.

- G. Debris may not be accumulated on the job site. Daily removal of debris from the job site is required. At no time are flammable materials to be stored on the job site.
- H. Door closers are required on all unit entry doors.
- I. Weather-stripping or door sweeps may not be applied to unit entry doors.

**5. Plumbing**

- A. All plumbing work is to be completed by a licensed plumber in a safe and workmanlike manner.
- B. The relocation of water risers, waste lines, open site relief drains or venting stacks is strictly prohibited.
- C. Any connections made to the building venting or plumbing risers must be pre-approved and must be inspected and approved in writing by the Association's architectural representative prior to the walls being closed up.
- D. Individual shut off valves are required for all newly installed fixtures.
- E. Dielectric unions are mandatory on all domestic plumbing fixtures.
- F. Any drain line which exceeds a five foot run from the fixtures to the main waste line is required to be properly vented.
- G. For Whirlpool, Jacuzzi, sauna and spa installations, manufacturer's specifications indicating weight of "tub" must be submitted for Board approval, and such items must be approved for use in the City of Chicago and comply with all city codes.
- H. "Grey Boxes" must be used to feed and drain water for washing machines.

**6. Mechanical and Structural**

- A. Any work to the common mechanical chase or penetration of the structural columns is strictly prohibited.
- B. Connections to any venting system for the purpose of exhausting a dryer, appliance or down-draft type kitchen are strictly prohibited. Vent less dryers are required.
- C. All construction, including raised floors, partition walls and decorative finishes must be detailed to permit removal of and service to HVAC units. Also, a minimum opening of 2" must be maintained in front of all HVAC units for return air.
- D. Superimposed live loads shall not exceed 40 pounds per square foot.
- E. In no case will the cutting of reinforcing bars in concrete structural elements be allowed.

**7. Finished Flooring Acoustical Requirements**

In order to minimize the transmission of sound between units, all hard wood flooring such as stone, wood, ceramic tile or vinyl must be installed over an underlayment which satisfies the following specifications:

- A. Wood:
  - i. Laminate 1/4" thick cork to the entire concrete slab surface with mastic
  - ii. Place a layer of 5/8" or thicker plywood on top of the cork.
  - iii. Install wood floor on top of the plywood making certain that the nails do not penetrate the cork.
- B. Ceramic Tile and Stone Tile:
  - i. Laminate 1/4" thick cork to the entire concrete slab surface with mastic.
  - ii. Install the tile floor.
- C. Maximum Latexing Allowances:
  - i. When a light floor finish is used, such as a carpet, 3/4" wood, or 3/8" tile a latex thickness of 3/4" maximum, 2" Average can be applied to the concrete slab for the purpose of leveling out the area.
  - ii. When a heavy floor finish of 3/4" marble slabs on 1/4" setting bed is used, the allowable latex thickness is limited to 2" maximum, 3/8" average over a bay.

**8. Windows**

*Alterations made to the perimeter window wall system are strictly prohibited. Window treatment hardware must not be attached to the window frames.*

**9. Miscellaneous**

- A. Remodeling construction must begin within six months of Management approval or documentation must be re-submitted.*
- B. All units have smoke detectors in accordance with applicable City of Chicago codes and laws.*
- C. Any questions regarding these Construction Guidelines should be directed to the Management Office at (312) 649-9600.*

***Deposit -***

*A deposit must be made payable to the Association before any work that requires architectural plans starts. The deposit is refundable provided there is no damage caused to the building do to the construction work*

**CONSTRUCTION DEBRIS REMOVAL**

*Construction/Remodeling Debris Removal*

***PLEASE REMEMBER THAT NO CONSTRUCTION OR REMODELING DEBRIS MAY BE DISPOSED OF IN THE GARBAGE CHUTE. OWNERS FOUND TO HAVE DUMPED THIS TYPE OF DEBRIS DOWN THE CHUTE WILL BE FINED \$100 PER INCIDENT. PLEASE REFER TO THE RULES AND REGULATIONS FOR FURTHER DETAILS ON DEBRIS REMOVAL.***

*The association does not have dumpsters for construction debris. Owners are responsible to make arrangements and pay for a construction dumpster. Typically, your contractor can arrange for debris removal and the method of payment.*

*There is a fee, payable to the 111 East Chestnut Condominium Association for placing a dumpster on the loading dock. Placement of a dumpster must be scheduled with the Management Office. It is suggested that you lock your dumpster so that others do not use it. The association takes no responsibility for unauthorized use of dumpsters. Dumpster fees must be paid in advance of the start up of construction work.*

*For small jobs such as carpet replacement, appliance removal or painting, please make sure that your contractor or vendor removes debris. Refrigerators or other appliances that have coolant must be disposed of by your vendor and not left on the dock. Vendors may bring their trucks into the dock to pick up debris. If you have special needs or not sure how to have debris removed, please call the Management Office at 312-649-9600. We will help you in anyway that we can.*

*Safe and proper removal of construction and remodeling debris is a concern for all.*

*If you have any questions regarding these issues, please do not hesitate to call the Management Office at (312) 649-9600.*

FITZGERALD EARLES ARCHITECTS, INC.  
ARCHITECTURE                      INTERIORS                      PLANNING

The review state above will verify compliance with the current City of Chicago Code and your Construction Rules dated June 1, 1998. Our review of documents submitted for construction is for Building Code and Construction Rules compliance only. Fitzgerald Earles Architects, Inc. accepts no responsibility for construction methods, techniques or practices of the contractor. We will require a minimum of two days to return the documents to you with our input, in no case shall we require more than 4 days.

The rates set forth shall be annually adjusted in accordance with normal salary review practices by the Architects. We will invoice monthly. In the event of termination, the Architect shall be compensated for services performed prior to termination together with reimbursable then due.

LIMITATION OF LIABILITY - In recognition of the relative risks and benefits of the project to both the Unit Owner and the Architect, the risks have been allocated such that the Unit Owner agrees to the fullest extent permitted by law to limit the liability of the Architect and his or her sub-consultants to the Unit Owner and to all construction contractors on the project of any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his or her sub-consultants to all those named shall not exceed \$5,000.00, or the Architects total fee for services rendered on this project, whichever is greater. Such claims and causes include but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

If this proposal is agreeable to you, please sign and date in the space provided below and return one (1) copy to my office.

Sincerely,  
FITZGERALD EARLES ARCHITECTS, INC  
Daniela A. Fitzgerald

Acceptance (Unit Owner)

Received by: 111 East Chestnut Condominium Association

Signed: \_\_\_\_\_ Signed:

Date: \_\_\_\_\_ Unit #: \_\_\_\_\_ Date: \_\_\_\_\_