

# Rules and Regulations

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River's Edge Condominium Association, No. 1  
&  
River's Edge Homeowner's Association

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Prepared for Owners, Investors and Renters  
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**These rules have been developed to ensure that there is no diminishing of a quality of life within this complex, as well as no diminishing of property values. Although an effort has been made to not limit an individual owner's individuality, every owner or resident must consider that they are living in a communal setting and there are some things that cannot be permitted. Each owner or resident should make every effort to live by the "Golden Rule" and to exercise consideration towards their fellow owner or resident.**

**SECTION 1 - Use for Residential Purposes**

1.1 Each condominium unit will be occupied and used by its respective unit owner(s) as a private residential dwelling only, for such owners, their families, tenants and social guests, and for no other purpose, whatsoever.

1.2 No portion of a unit, other than the entire unit, may be rented, and no unit may be rented for hotel or transient purposes.

1.3 No improper, offensive or unlawful use will be made of any part of condominium property. Each unit owner, at the owner's expense, will comply with, perform, and fully satisfy (and will ensure that his/her/their tenants will comply with, perform, and fully satisfy) all city, state and federal laws, statutes, ordinances, regulations, orders or requirements affecting the unit.

1.4 Permanent Real Estate Index Numbers (PIN) of each unit where applicable must be on file in the Association records. Owners are required to advise the management company or the Board of Directors of the PIN within twelve months of unit purchase. Owners are reminded that the Permanent Real Estate Index Number (PIN) is assigned by Cook County and that the Board of Directors has nothing to do with the owner being assigned a new number.

**SECTION 2 - Assessment Payments**

2.1 Assessment payments & any other Association accounts receivable are due to be paid on the first day of each month to the River's Edge Condominium Association through the management company.

2.2 Such payments may be deposited in the building's assessment box or may be mailed to the management company. Payment must be made with a check or money order. No cash is to be put into the box or the mail. See Section 24.

2.3 If payment is not received by 5:00 p.m. on the tenth day of the month, a late fee of \$40.00 will be automatically applied to the unit owner's assessment account.

2.4 Condominium owners & home owners may prepay assessments by contacting the management company & arrange the payment of their assessments on a multiple month, semi-annual or annual basis.

2.5 Periodically, the Board of Directors may initiate proceedings to protest condominium property taxes with Cook County. The Board of Directors will hire a property tax attorney to obtain a reduction in the property tax assessments. The cost of this property tax assessment protest will be billed to all of the owners, at the time the invoice is received from the property tax attorney. The billing to the owners of this property tax protest will be done on a "percentage of ownership" basis. This "percentage of ownership" cost will normally be added into the monthly association assessment notice of each owner after the property tax attorney's invoice has been received. The Board of Directors will post the table showing the units, their P.I.N., and the savings on each of the condominium building bulleting boards.

### **SECTION 3 - Transit Areas to Remain Unobstructed**

3.1 Lobbies, vestibules, halls, hallways, stairways, elevators and other condominium areas and facilities of a similar nature must remain unobstructed, and will be used only for the purpose of normal transit and not for the purpose of personal storage. See Section 18.6.

3.2 Unit owners, residents, guests, contractors and invitees are not permitted to run, loiter or play in the lobbies, vestibules, hallways, stairways, elevators, driveways, parking lots and/or other condominium areas and facilities of a similar nature. Specifically prohibited inside the buildings are skateboarding, roller skating, bike riding and throwing balls or other objects, or similar activities. Unit owners & residents are responsible for their guests.

3.3 The pond located on the property is for decorative purposes only and may not be used for recreation. Swimming, fishing, ice skating and wading in the pond is strictly prohibited. No dogs or other pets may be walked at or around the shore area of the pond. No objects (including toys, inflatable toys, boats, etc.) should be placed in or on the pond at any time. Pedestrians & motorists must use caution when on or near the shore of the pond. Unit owners & residents are responsible for their guests.

3.4 All bicycles must be stored in the unit, in the storage locker or within the boundaries of the individual indoor parking space. When entering and exiting a building with their bicycles, residents and/ or their guests must use the garage entry and may not enter or exit through the lobby. There shall be no long-term bicycle storage on balconies.

3.5 Any bicycle left attached, by chain or any other means, to outdoor sign posts, railings or parts of the buildings, longer than 24 hours, is subject to removal. Any resultant damage to the chain, lock or bicycle shall not be the responsibility of the association. Guests of residents are permitted to temporarily park their bicycles in that individual's indoor parking space area, as provided in Section 3.4.

#### **SECTION 4 - Posting of Signs**

4.1 No notice, sign or any matter whatsoever, may be posted in any lobby, vestibule, hallway, stairway, elevator or other condominium area, without prior approval of the Board of Directors or management company. No signs of any kind may be placed in or on windows, doors, balconies, facades, or other exterior surfaces (including balconies) or grounds of the buildings or the grounds of the association without similar prior approval. Information notices by either Association may be posted by the elevator call buttons to attain quick and maximum exposure, so long as those notices are on paper commonly referred to as "post-it" paper and are not attached by any other means, including tape, staples, tacks, etc.

4.2 "Open House" or "For Sale" signs will be allowed with prior consent of the managing company or Board of Directors. Signs may be posted up to one (1) hour prior to the posted starting time & must be removed within one (1) hour of the posted closing time. A unit owner/resident determined to have violated this provision is subject to a \$100.00 fine. If the sales agent of the unit owner/resident violates these provisions, the selling unit owner/Resident will be responsible for the \$100.00 fine. These limitations of the "Open House" or "For Sale" signs include the areas of Association property located along the streets of Riversedge Terrace, Berwyn Ave., Lowell Ave. and the area at the intersection of Riversedge Terrace and Foster Ave.

4.3 Cork bulletin boards in each of the garages of the buildings are restricted to information notices pertaining to residents only and notices shall be removed in a timely manner. Information notices posted by residents will be posted with their name & unit number and the date of posting and shall be removed by the resident within two (2) weeks. Non-conforming postings are subject to removal by agents of the association without notice.

**SECTION 5 - Fire Hazards**

Unit owners and residents will not permit or suffer anything to be done or kept in their units, store rooms or garage areas which would increase the rate of fire insurance on the unit or on the condominium as a whole.

**SECTION 6 - Noise Level and Odors**

6.1 Residents will exercise extreme care when playing music or making other noises at a level which disturbs other residents. Disturbances by unruly guests or residents may result in the assessment of a fine or other legal action as determined by the Board of Directors against the unit owner determined to be responsible for the disturbance.

6.2 Each unit owner is responsible for the actions of his/her/their tenants, contractors, guests, and invitees, as well as any pets of any of these aforementioned groups.

6.3 Any construction activity or work (such as allowed within the rules set forth in the Declaration of Condominium Ownership) which could cause a disturbing noise must be carried out between the normal working hours of 8:00 a.m. to 6:00 p.m. Monday through Saturday.

6.4 Residents are required to minimize cooking odors in the halls by turning on the exhaust fans in each unit's kitchen. Residents are also required to minimize other types of odors in the hallways and other common areas, to be mindful of possible allergic reactions of other residents/ unit owners.

6.5 Balcony grills (which must be propane or electric only) may only be used between the hours of 11:00 a.m. and 9:00 p.m. For safety reasons, a grill with a propane tank shall be configured on the balcony in such a manner as to place the propane tank next to the railing which is parallel to the patio doors.

**SECTION 7 - Disposal of Garbage**

7.1 All garbage will be disposed of in a sanitary manner in the facilities provided in the condominium complex. Only garbage and refuse that are properly wrapped in plastic bags and tied may be placed in the garbage chute. No liquids of any kind can be disposed of in the garbage chute. Liquids in sealed containers must be placed directly into the garbage dumpsters. Materials that are too large for the garbage chute should be placed in the dumpster in the garbage room located in the main garage. Large bags that may become stuck in the chute must be taken down and placed directly into the dumpster. No garbage

or refuse will be left in the garbage chute rooms, in any common areas inside or outside of the building or in the parking area.

7.2 Residents are prohibited from discarding any material in the trash chute which could or may be hazardous to any person or property, or from discarding any material in violation of any federal or state environmental regulation. In addition to any fine assessed against a resident or unit owner pursuant to Section 27, the responsible resident and/or unit owner will be liable for any and all damages and costs resulting from a violation of this section.

7.3 Recycling bins, as provided, are labeled for co-mingled materials. Detailed instructions on compliance are provided to all residents by the waste disposal company and are placed on the bins or on the walls above the bins. All recyclable containers must be rinsed thoroughly before being placed in the recycling bin. No raw garbage will be placed into the recycling bins.

7.4 Cardboard boxes must be flattened and placed within, behind or alongside the recycling bins or the dumpster. Cardboard boxes may not be placed & left in the garbage chute rooms on each floor of each of the buildings.

7.5 For disposal of large items, such as appliances, furniture and carpeting, unit owners/residents will contact the management company to arrange waste disposal pickup. Any additional charges incurred will be charged to the owner's assessment account. Elevator protective pads must be used whenever large items are received into or removed from a unit. See Section 17.

## **SECTION 8 - Security**

8.1 Residents and unit owners are required to secure entrance doors when entering and leaving each condominium building. Residents are requested and required to notify the management company immediately if any lock or door does not function properly.

8.2 A security system has been provided for each condominium building in which a camera/buzzer/intercom system is used to monitor and control the access of nonresidents to the individual buildings. To maintain the security within a building, residents are prohibited from admitting anyone into the building without first identifying the visitor or service personnel by camera or intercom system and, then, allowing them entrance by the buzzer/intercom system. See Section 24.

8.3 A listing for "Police & Fire" has been provided in the lobby directory. This listing enables the user to dial 911 directly from the exterior lobby of each condominium building to the City of Chicago's 911 Communication Center. The person contacting either the police or fire department shall remain

available to direct the responding police, fire or paramedic units to the desired location.

8.4 Residents must not admit solicitors, regardless of their ages or their purpose, thus enabling them to enter a building unattended and giving them access to all units. If residents wish to patronize solicitors, the residents must meet them at the lobby door and, then, escort them to the exit when their business is completed.

8.5 Exterior doors must not be propped open and left unattended. See Section 17.

8.6 When exiting a condominium building garage, residents will wait to ascertain that the overhead garage door has closed completely before driving away, to prevent entry by unauthorized persons into a condominium building garage.

## **SECTION 9 - Damage to Common Elements and/or Other Units**

All damage to common elements caused by any unit owner or his/her/their tenant, guest or pet will be the responsibility of and will be paid for by the unit owner. The Board of Directors and/or the management company are specifically authorized to assess the responsible unit owner for the costs of repairing the damage to the common elements, and any such assessment will be a lien on the responsible owner's unit. Any damage to other units caused by any unit owner or his/her/their tenant, contractor, guest or pet will also be the responsibility of and will be paid for by the unit owner or his/her/their tenant, contractor or guest who caused the damage.

## **SECTION 10 - Keeping of Pets**

The keeping of household pets by Unit Owners or tenants is permitted, with limitations, as specified below.

10.1 No more than two dogs, two cats, two birds or one of each of any two pets may be kept in a unit.

10.2 No pets may be kept for commercial purposes.

10.3 Any allowable pet is required to be leashed when that pet is in any common area. No unattended animal shall be permitted to roam common areas, including building hallways and stairwells. It is the pet owner's responsibility to keep the common area clean and each pet owner must remove

his/her/their pet's waste from the common area, wrap, seal and dispose of the waste in a proper manner. Failure to keep the common areas free of pet waste is a violation of these Rules and Regulations and each resident determined to have violated this provision is subject to a \$100.00 fine. All pet litter must be hand carried to the dumpster for disposal and not placed within the garbage chute or the recycling bins. Unit owners are responsible for any damage caused by their pets.

10.4 Any such pet causing or creating a nuisance or unreasonable disturbance may be permanently removed from the property. The Board of Directors and the management company will consult with legal counsel regarding the removal of a nuisance/disturbing pet. All legal fees will be charged to the unit owner on successful removal of the pet.

## **SECTION 11 - Repairs Within a Particular Unit**

Each unit owner will promptly have all maintenance repair work performed within his/her/their unit. Each unit owner will be responsible for any and all damage and liabilities incurred because of their failure to so maintain or repair. Each unit owner will promptly repair any incorrectly done work that may cause damage or harm to their unit, or other units, or to the common association property. See Section 13. Entrance doors must match existing unit doors, and must be fire rated in accordance with the City of Chicago building and fire codes. All windows and balcony doors must match on the exterior side. See Section 18.

## **SECTION 12 - Traffic and Parking Regulations**

12.1 Horns are to be used only when necessary for the safe operation of vehicles. Vehicle horns will not be used from the exterior of the buildings to signal to an owner/resident or a guest inside of their unit.

12.2 Unit owners and residents will not park nor will they permit their families, guests or tenants to park, in the parking spaces of other owners, or in such a manner as to prevent ready access to the parking spaces of other owners. Improperly parked vehicles are subject to immediate removal at the owner's expense, without prior warning.

12.3 Unit owners and residents, and their families, guests, tenants and employees will abide by such traffic and parking regulations as may be posted in the parking areas or the driveways of the condominium. Improperly parked vehicles in these posted areas are subject to immediate removal at the owner's expense, without prior warning.

12.4 Extreme caution must be used at all times, particularly in the garage and the area around the pond and recreation areas, for the safety of pedestrians. No parking is permitted in the drive area west of the pond.

12.5 All vehicles are to be parked in designated parking spaces, except for emergency vehicles, moving and delivery trucks, taxicabs, delivery vehicles, and maintenance vehicles whose size or purpose precludes use of parking spaces.

12.6 At Buildings 4 & 5 (5340 & 5360 N. Lowell Ave.), parking on the west edge of the parking lot between the entry doors, shall be limited to compact or sub-compact vehicles, to permit the use of all five of the spaces. No vehicle may take up more than one of these parking spaces.

12.7 Any moving or delivery truck, or other delivery vehicles or maintenance vehicles of any kind which are parked outside of a marked parking space, whether in an outside parking lot or a garage, shall have a placard or notice displayed on the dashboard or windshield, which advises what unit is being served or serviced, so that the driver can be contacted immediately to move the vehicle, if they are blocking any drive area, parking space or doorway.

12.8 Vehicles illegally parked are subject to immediate towing at the owner's expense. Persons who park their vehicle on the premises, and who have no right to be on the premises, will be towed immediately without prior warning. Authorized persons on the property who violate these parking regulations may be warned once by a notice placed on the vehicle, notifying the owner of the vehicle that continued offense will result in the imposition of a fine and/or the vehicle being towed at the owner's expense. The management company or Board of Directors will attempt, but is not required, to contact Residents whose vehicles are violating these rules and regulations to request compliance with the parking regulation.

12.9 Only Permitted Vehicles (as hereinafter defined), as opposed to Non-Permitted or Abandoned Vehicles (as hereinafter defined) may be parked in any visitor's parking space or Owner's parking space. See Section 31.

12.10 No vehicle shall be parked in the same parking space, in the outside parking lots, for a period of more than fourteen days, unless the management company or the Board of Directors is notified. Those vehicles parked for more than fourteen (14) days shall be considered abandoned and will be towed.

12.11 All vehicles, owned by residents, shall comply with all city ordinances and state regulations regarding registration requirements for vehicle licenses and/or city stickers.

12.12 Street parking is provided. To facilitate access, parking is not permitted on the north side of Riversedge Terrace, the north side of Berwyn Ave. and the east side of Lowell Ave. , including the cul-de-

sac at the north end of Lowell Ave., in front of Building 5 (5360 N. Lowell Ave.). Additionally, curb areas painted in yellow are designated as “No Parking” areas. Driveways of homes shall not be blocked, unless the vehicle belongs to the residents of that particular home or that particular resident has granted permission for the vehicle to be parked blocking the driveway. In addition, residents, owners, tenants, guests, contractors and invitees shall comply with all existing City of Chicago parking ordinances. Violations of those existing ordinances may be enforced through these Rules and Regulations.

12.13 Guest parking spaces are provided as marked. Two guest parking spaces in the parking lot of each building have been designated for handicapped parking. Use of such designated spaces is restricted to guests and invitees of unit owners/ residents displaying authorization to use handicapped spaces. These spaces are not to be used by unit owners. Unit owners and residents are restricted to the use of the inside parking spaces for owners/ residents.

12.14 As provided in the Municipal Code of the City of Chicago, the maximum speed limit on any of the streets within River’s Edge at Sauganash is 25 miles per hour.

## **SECTION 13 - Safety**

13.1 No unit owner or resident will overload the electric wiring in the building or operate any machines, appliances, radio transmitting equipment or accessories in such a manner as to cause an unreasonable disturbance to others. Residents are prohibited from connecting any machines, appliances, accessories or equipment to the heating, plumbing or wiring systems without prior written consent of the management company or Board of Directors.

13.2 Residents are prohibited from storing combustible substances (such as paint thinners, naphtha, gasoline, oil paint, etc.) in the unit or storage rooms. See Section 5.

13.3 Residents are prohibited from going onto the roof of the building, or providing access to the roof to any contractor or other party, without the prior approval of the management company or Board of Directors.

13.4 Residents are prohibited from making unauthorized repairs or adjustments to the heating system. Any difficulties should be reported to management or the Board of Directors.

13.5 Residents are required to make certain that all unit electrical equipment is properly wired and plugged into sockets. Residents are asked to disconnect television sets and other appliances connected to wall sockets if the resident intends to be away from the unit for any prolonged period of time. Residents are advised that dishwasher flooding may be avoided by closing the valve on the water pipe under the sink

before leaving for extended periods of time.

13.6 Residents are asked to be aware of strangers loitering around the condominium complex. Common doors controlled by keys may not be propped open. The management company and the Board of Directors request that each resident close the door and report such activity to the management company.

13.7 The fire extinguishers and smoke alarms are placed in the condominium common areas for each resident's safety and each resident is advised to acquaint themselves with the location of the nearest fire extinguisher. All smoke alarms within each unit must be kept in working order by the resident of that unit. Tampering with a smoke alarm or fire extinguisher is prohibited.

13.8 At the sound of the fire alarm, all residents should vacate the building by the nearest fire escape route, if possible (see Addendums). Under no circumstances will residents use the elevators immediately after a fire alarm has been sounded. Disabled persons are advised to notify, by telephone if possible, the City of Chicago Fire Department of their location. If the telephones are not operational, disabled persons are advised to signal emergency personnel from their balconies.,

13.9 The water closets, basins, and any other plumbing fixtures will not be used for any purpose other than those for which they were designed. Sweepings, rubbish, rags or any other improper articles should not be thrown into these fixtures.

13.10 Smoking in the common areas, including elevators, is strictly prohibited.

#### **SECTION 14 - Elevators**

14.1 No notices, signs or any matter whatsoever will be placed in the elevator or elevator area without prior approval of management company or the Board of Directors. Defacing of these areas is specifically prohibited and any person found defacing or damaging the elevator or any other common element will be charged for the repair or replacement of the damaged area. The elevator is not to be delayed for any reason except pre-arranged loading and unloading, i.e. move-ins or move-outs.

14.2 Smoking on the elevators is strictly prohibited.

14.3 Use of the elevators for purposes of moving in/out of the condominium is governed by the regulations set forth in Section 17.

**SECTION 15 - Balconies**

15.1 Each Resident is advised that the balcony of the condominium unit is a limited common element under the Declaration of Condominium Ownership and By-Laws. As such, this space is not for storage.

15.2 Only patio furnishings are allowed on the balcony. Seasonal storage of barbeque grills (gas or electric only), lawn chairs and other items usually associated with balconies is permitted. No umbrellas are permitted.

15.3 Residents are cautioned against leaving furnishings and barbecue grills unsecured, in the event of high winds. Injuries or property damage caused by those falling objects are the responsibility of the unit owner.

15.4 Costs incurred to repair damage to any balcony, as determined by the Board of Directors, will be the unit owner's responsibility.

15.5 Residents will keep balconies clean, orderly and free from clutter.

15.6 Balconies may not be decorated, enclosed, altered or the appearance changed in any way without the prior written consent of the Board of Directors (for seasonal exceptions, see Section 19). A drip pan tray should be attached to all plants and flowers and planters or window boxes must be hung inside the balcony railing. No hanging plants are allowed. Seasonal plants must be removed by October 31st.

15.7 Outdoor cookers and barbeque grills (propane or electric only) must be used with extreme care and consideration for others. Excessive smoke will not be allowed. A fire extinguisher is mandatory for unit owners or residents who utilize a barbeque grill for cooking. This fire extinguisher must be kept on the balcony - opposite the barbeque grill or cooker.

15.8 Clothing, sheets, blankets, laundry and similar objects will not be hung out or exposed on balconies.

15.9 Balconies must not be used as pet runs.

15.10 Smoking materials shall not be discarded from the balconies at any time.

**SECTION 16 - Garage**

16.1 Because of the danger of carbon monoxide poisoning, vehicles are not to be warmed up inside of the garage.

16.2 Residents are required to properly clean up oil spills and radiator spills promptly.

16.3 Door opener transmitters are the property of the owner. Operational problems with the functioning of the automatic doors and the door opener transmitter should be reported immediately to the management company.

16.4 With the exception of bicycles and vehicles, no storage of any kind is permitted in the garage. See Section 3.4.

16.5 Major repairs of vehicles in the garage areas or anywhere on the common elements is prohibited.

16.6 Washing of vehicles of owners or residents in the garage areas is permitted. Vehicles may be washed in the exterior parking lot or driveway areas, so long as there is sufficient space for another vehicle to pass. Owners or residents washing their vehicles in any of the common or garage areas should be considerate to other residents and exercise caution for other vehicles. Residents washing their vehicles within the garage areas will be required to rinse the floor of soap or other residues. Residents washing their vehicles between the hours of 6:00 a.m. and 10:00 p.m. will be required to post a sign that the floor is wet.

16.7 Note parking regulations in Section 12.

## **SECTION 17 - Moving**

Regulations for moving in and out of the condominium complex, whether as a tenant or owner, are as follows:

17.1 Inform the management company, 48 hours in advance during regular business hours on Monday through Friday, for a time schedule for move-in/move-out or for delivery of items which are larger than 50 lbs. (what time you will be arriving or departing from the condominium property) so that the elevator can be padded and the elevator key reserved. The elevator may not be used for moving furniture, equipment, appliances or any other large items unless pads to protect the walls have been installed. Failure to have padding installed will result in a penalty of \$100.00 to be assessed directly to the owner's assessment account.

17.2 Moving is permitting during the hours from 8:00 a.m. to 5:00 p.m. Monday through Saturday.

No moving is permitted on Sunday without prior written approval of the Board of Directors.

17.3 Obtain an elevator key from a member of the Welcoming Committee or the Board of Directors, twenty-four hours prior to move-in/move-out (there will be a \$50.00 deposit charged for an elevator key that will be held until the elevator key is returned to the person issuing the key or their designee). Instructions will be given for proper use of the key for the safety and proper maintenance of the elevator. The resident should remember to take the key out of the elevator, whenever the elevator is unattended, as many keys have been lost in this manner.

17.4 For moving in or out, the driver of the vehicle will pull to the front door of the building, where practicable. It is the obligation of the moving party to maintain the security of the building during this process. Moving or delivery of large items may also be made through a garage if there is sufficient clearance for the delivery van to get into a garage. Care must be taken to allow room for other vehicles to get in and out. A placard or notice shall be left on the interior dash of the vehicle, which will identify the location of the vehicle's driver or owner within the building.

17.5 Each resident is responsible for the movers, contractors, tradesmen, etc. that work for them. Repair and/ or cleanup costs will be assessed directly to the owner's assessment account. A placard shall be left on the interior dash of the vehicle, which will identify the location of the vehicle's driver or owner within a building.

17.6 Moving and delivery companies and the owner/tenant will be responsible for any damage done to a building (including elevator ceiling and hallway light fixtures) during the move.

17.7 After the move is completed, all empty flattened moving boxes will be placed in, behind or alongside the dumpster in the garbage room. Furniture or personal items will not be left in the garage. See Section 7.

17.8 A security deposit of \$300.00, in the form of cash or a certified check, is required before any move, whether in or out, takes place. It is refunded in full provided there is no damage to the property.

17.9 An additional non-refundable fee of \$300.00 is required before the move-in. This fee shall be applied directly into the association's reserve accounts.

## **SECTION 18 - Appearance of Buildings and Common Elements**

18.1 Windows are to be cleaned and maintained in such a manner so as not to detract from the

buildings' appearance. Non-decorative items may not be hung or stored on the outside of windows or on the balconies. Also see Section 19.

18.2 Exterior and common area doors and windows must match in design and color with all other common area doors and windows and comply with fire code.

18.3 Balcony coach lights, which operate on a common timer, must not be disabled nor allowed to remain inoperable. Owners are responsible to replace the light bulb as needed with a wattage that is consistent with the others. The Board of Directors has the right to maintain this area if the owner does not, and to charge the owner a reasonable fee for such service. Balcony electric service is paid by the association and not by the individual unit owner or resident.

18.4 Residents and their employees or visitors are prohibited from throwing anything out of or in any way allowing anything to fall from the windows or balconies of the units. This includes, but is not limited to, food, bird seed, smoking materials, holiday trees, sweeping debris, or decorations.

18.5 No garbage cans, supplies, boots, galoshes, shoes, umbrellas, laundry, or other articles will be placed in the corridors or the stairwell landings.

18.6 No satellite dish receiving antenna may be installed on a building roof without the express permission of the Board of Directors.

18.7 No awnings, sun roof, canopies, glass enclosures or shutters of any type are permitted.

## **SECTION 19 - Decorations**

19.1 Seasonal decorations may be installed commencing November 15<sup>th</sup> and must be removed no later than January 15<sup>th</sup> of the year immediately following. Any other holiday decorations will not be installed any earlier than one (1) week before and must be removed no later than one (1) week after the date of the holiday. They shall be displayed and installed with common sense and good taste.

19.2 No outdoor decorations are permitted except decorations which can be placed on a unit door or balcony. Any damage caused by hanging of decorations will be repaired by the unit owner responsible or the cost of repair will be charged directly to their assessment account.

19.3 No decorations which create a fire or safety hazard will be permitted.

19.4 Live trees are to be covered in plastic bags when being brought into or out of a building.

They should be transported through the garage area, and not through the lobby. Trees may not be tossed, dumped or thrown over the balcony railing. The Association provides a service for tree removal and instructions will be posted for their removal by the Association or for disposal at the city recycling service.

## **SECTION 20 - Storage Rooms**

20.1 Except for bicycles, nothing may be stored outside of or on the exterior of the storage unit. See Section 3.4.

20.2 Fire codes require that at least two feet (2') of space must be left between any stored materials and the ceiling in order to permit proper operation of the sprinkler system if a fire should occur.

20.3 Storage of gasoline or any flammable, corrosive or dangerous materials (such as dry cleaning fluids, acids, charcoal lighting fluid, etc.) is not permitted in the storage areas. Similarly, storage of explosives, ammunition, firearms, or any other items that are potentially harmful or hazardous is not permitted.

## **SECTION 21 - Water Damage**

21.1 Unit owners are responsible for water damage caused to other units, furnishings, decorations or belongings, and damage to common property or the contents thereof which is caused by their electrical or water appliances. [Owners are advised that water damage from appliance breakdowns may extend beyond the unit below or beyond the adjoining unit(s)].

21.2 Unit Owners are responsible for damage to units below caused by overflowing bathtubs and sinks and improper caulking around bathtubs and showers and any other water damage.

## **SECTION 22 - Sale of Units**

22.1 Notification of intent to sell a condominium unit must be made in writing to the Board of Directors, through the management company, by the unit owner.

22.2 The realtor of the unit owner must contact the management company or the Board of Directors for the rules about showing the unit for sale, which may include but are not limited to: hours,

building security, moving deposits & fees, and the posting of signs. See also Posting of Signs, Section 4.

22.3 When a contract for sale of the unit has been entered into, attorneys for both the seller and buyer must contact the management company so that all parties can secure necessary information prior to closing.

22.4 The unit owner (seller) must provide the Associations' Declarations, By-Laws, and Rules and Regulations, along with any and all amendments to the documents, to the buyer prior to closing.

22.5 Prior to July 1, 2000, each unit owner (seller) has been provided with three (3) master entry door keys which operate the front interior lobby door, the ground-level stairwell doors and the garage door adjacent to the overhead door. The unit owner (seller) must provide the three (3) keys to the buyer at the time of closing. After July 1, 2000, any unit owner (buyer) who has received less than three keys from the unit owner (seller), will be required to provide a refundable deposit of \$50.00 per key for each additional required key beyond what the unit owner (seller) turned over.

22.6 Each unit owner (seller) has been provided with one (1) overhead garage door transmitter for the overhead door. The unit owner (seller) must provide this transmitter to the unit owner (buyer) at the time of closing.

22.7 Each unit owner (seller) has been provided with two (2) mailbox keys for the lobby mailboxes. The unit owner (seller) must provide these mailbox keys to the unit owner (buyer) at the time of closing. Additional required mailbox keys will be made at the resident/ unit owners' expense.

22.8 Unit owners are provided with an option to obtain additional master entry or lobby door keys. A \$50.00 deposit is required for each additional key. Prior to the time of closing, these additional keys must be returned to the management company and the total key deposit will be returned to the unit owner. The new buyer will then be responsible for determining if more master entry door keys are needed and to make arrangements with the management company for obtaining those additional keys.

## **SECTION 23 - Leasing of Condominium Unit**

23.1 All unit owners who do not reside in their unit(s) must provide the Board of Directors with their permanent residence address and telephone numbers at which they may be reached in an emergency, both at home and at their place of employment. Any expenses incurred by the Association in locating a unit owner who fails to provide such information will be charged to the unit owner's assessment account. This amount will act as a lien on the unit and be collectible in the same manner as an assessments. In addition, any unit owner who fails to provide this information will have waived any right to receive notices at any

address other than the address of the unit and the management company or the Board of Directors shall not be liable for any loss, damage, injury or prejudice to the rights of said unit owner caused by any delays in receiving notices.

23.2 Every lease must be in writing and subject to the provisions of the Act, the Declaration, By-Laws, other Condominium Instruments and Rules and Regulations. Each lease must contain a signed Rider, which is attached hereto as Exhibit A, in the Addendums.

23.3 A copy of each lease must be delivered to the management company or the Board of Directors no later than the date of occupancy or ten days after the lease is signed, whichever occurs first. If any unit owner fails to provide the Board of Directors with a copy of the lease in a timely manner, the Board of Directors reserves the right to pursue an action in Forcible Entry and Detainer (eviction) to remove the tenant from the Unit. Any costs incurred by the Association, including attorneys' fees, will be the responsibility of the defaulting unit owner.

23.4 No unit owner may lease less than the entire unit nor may the unit be leased for transient or hotel purposes. Every lease must be for a period of not less than two (2) years.

23.5 The number of persons occupying a unit must be in compliance with the occupancy code of the City of Chicago. No unit may be occupied at any time except by the legal owner, a valid lessee (tenant) of the unit, or a guest of a legal owner or tenant so long as the guest stays not more than thirty (30) days in any six (6) month period.

23.6 All move-ins/move-outs must be scheduled with the management company or Board of Directors at least forty-eight (48) hours prior to the move. The unit owner must also provide a \$300.00 refundable cash security deposit. This security deposit will be refunded to the unit owner in whole or in part after the move and an inspection of the property has been completed. Any damages to the property will be taken from this refundable cash security deposit. See Section 17 for other moving rules.

23.7 Prior to the lessee's move in or move out, the unit owner shall be entitled to an inspection of the common elements area in the proximate vicinity of the unit. This inspection shall be made by a board member or management in the presence of the unit owner. Such inspection request shall be made in writing and submitted to a designee of the Board of Directors or the Board of Directors ten (10) days prior to the move event. Should the unit owner not request inspection, he/she waives any right to dispute the Board of Directors' finding of damages resulting to the common elements from the move in/move out.

23.8 In the event of any violation of the Act, Declaration, By-Laws or Rules and Regulations of the Association by the tenant or any resident, guest or invitee of the tenant, the Board of Directors, in its discretion, may proceed with any action at law or in equity against both the tenant and the unit owner. This may include bringing an action in Forcible Entry and Detainer (eviction) to terminate the lease and remove

the tenant from the unit. Any costs incurred by the Association, including attorneys' fees, will be the responsibility of the unit owner. These amounts will act as a lien on the unit until paid in full.

23.9 In addition to pursuing any action at law or in equity, the Board of Directors may assess a flat or daily fine against the unit owner, after notice and an opportunity to be heard. These amounts will also act as a lien on the unit until paid in full.

23.10 Notwithstanding the provisions of Section 27, the daily fine for a violation of this Section 23 is \$60.00 for each day a violation occurs.

23.11 Shared time occupancy is prohibited

## **SECTION 24 - General Information**

24.1 Each unit owner will provide management company or the Board of Directors access to the unit or their individual storage area for any emergency purpose or to ensure compliance with these Rules and Regulations.

24.2 Each resident or unit owner will provide the management company or the Board of Directors with their phone number for inclusion into the individual building lobby directories. The lobby directory is actually a phone which when dialed at the lobby door automatically calls the resident or unit owner. In the event that entry and/or security codes for the lobby are issued to individual residents or unit owners or others as needed, the Board of Directors reserves the right to change individual entry and/or security codes, as the need arises.

24.3 For those residents with the additional telephone service, commonly referred to as "Caller ID", the individual phone displays will normally display a phone call from the lobby directory to the unit as being from "Rivers Edge".

24.4 Each resident is entitled to one (1) listing into the lobby directory. Multiple listings for individual units may be requested and will be arranged providing that there is sufficient memory within the computer of the lobby directory. A resident or unit owner may choose to not maintain a listing within the lobby directory.

24.5 Each unit owner will provide the management company or the Board of Directors with emergency contact information. The Board of Directors or the management company must also be notified if any unit will be unoccupied for 30 days or longer. This shall include, but not be limited to, prolonged travel, extended hospital stays, etc.

24.6 Owners are required to pay for the repair of any damage inflicted by them, their guests or employees, or their lessees or tenants on the common elements of the building.

24.7 This copy of the Rules and Regulations is the property of the unit owner and, as part of any transfer of the ownership or occupancy of this unit, must be delivered to the transferee unit owner or successor tenant.

24.8 A locked box is located in the garage of each building near the bulletin board area for all assessment payments.

24.9 Suggestion boxes for the Board of Directors are provided in the outer lobby of Building 3 and Building 5. As the suggestion boxes are not locked, no assessment payments of any type shall be placed into the suggestion boxes.

24.10 Residents requiring the hook-up of phone service or other types of utility services are reminded that the management company should be notified in a timely manner, so that access to the mechanical rooms may be provided as needed.

## **SECTION 25 - Bulk Cable**

The Board of Directors has contracted with a subscription cable provider for bulk cable service. Bulk cable service means that the entire complex will receive the same programming at a substantially reduced rate. Each unit will receive one remote and one cable unit from the subscription cable provider.

25.1 The charge for the bulk cable service, which is on an equal cost per unit basis, will be listed as a line item on the monthly invoice that is sent by the management company to the resident/ unit owner. If additional services or hardware is required or desired by the resident/ unit owner, those additional services or hardware are the responsibility of the individual resident/ unit owner and will be billed individually to the resident/ unit owner by the subscription cable provider.

25.2 The payment for the bulk cable service shall be made as part of the assessment payment. See Section 2. All provisions which apply to late payments shall apply to the late or non-payment of the cable service fees.

## **SECTION 26 - Satellite Antennae Systems**

The Board of Directors has contracted with an satellite installation company for the installation of satellite dishes, which consists of DirectTV and DishStar. Each building has its own satellite dish cluster mounted on the roof. This is an optional service that is provided to those residents that desire more channel options than provided by the subscription cable service.

26.1 No individual satellite dishes are permitted on the balconies or any limited common element of the buildings or the grounds.

26.2 A one-time hook-up fee of \$200.00, payable to the River's Edge Condominium Association, will be charged to the unit owner/ resident, who wishes to connect to the satellite system. Any other fees, including connection fees and monthly fees to the satellite installer and/or provider, are the responsibility of the unit owner/ resident.

26.3 The optional satellite service may or may not interfere with the bulk cable service provided to the satellite subscribing unit owner/ resident. The unit owner/ resident is still responsible for the monthly subscription cable service fee.

## **SECTION 27 - Board of Directors**

27.1 Each of the past and current Directors on the Board of Directors has been provided with a complete copy of the By-Laws and all Declarations. These copies are provided for the Directors during their terms in office. Upon their resignations or terminations from their offices, each Director shall return this copy to the management company. If this copy is not returned, a fee of \$150.00 shall be assessed against the former Director. This fee will be added directly to that Director's assessment account.

27.2 Each of the past and current Directors on the Board of Directors have been provided with a high security master key for the buildings. This key is provided for the Directors during their terms in office. Upon their resignations or terminations from their offices, each Director shall return this key to the management company. If this key is not returned, a fee of \$100.00 shall be assessed against the former Director. This fee will be added directly to that Director's assessment account.

## **SECTION 28 - Amendments**

The Rules and Regulations may be accepted, amended, changed, or modified by an instrument in writing by a majority of the Board of Directors. The Board of Directors is required to notify in writing the

unit owners and residents of the amendment, change or modification to the Rules and Regulations.

**SECTION 29 - Compliance**

Unit owners and residents and their families are required to comply with the provisions of these Rules and Regulations. Unit owners and residents will be responsible for the acts of his/her/their tenants, contractors or guests which are in violation of the Rules and Regulations.

**SECTION 30 - Enforcement Provisions**

30.1 In order to ensure compliance with these Rules and Regulations, the River's Edge Condominium Association Board of Directors and/or the River's Edge Homeowner's Association Board of Directors is authorized to enforce these Rules and Regulations in accordance with the following guidelines (subject to a more specific provision or provisions, elsewhere in these Rules and Regulations).

- (a) Violations must be brought to the attention of the management company or the Board of Directors within seventy-two (72) hours or three working days of the violation.
- (b) Upon the first violation of any particular rule or regulation contained herein, the Board of Directors will cause to be issued a warning notice, informing the resident of the nature of the alleged violation. Unless within fifteen (15) days of his or her receipt of the warning notice the resident advises the Board of Directors of his or her desire to contest the alleged violation and requests a hearing before the Board of Directors (or a committee of not less than three directors), the violation will be considered admitted.
- (c) Upon the second and subsequent violations of any particular rule or regulation, the Board of Directors will cause to be issued a notice of violation specifying the nature of the alleged violation and a time and date when a hearing on the matter will be conducted before the Board of Directors. If, after the hearing, the Board of Directors determines that the allegations of the notice of violation are proven, the Board of Directors may impose a fine on the violator (or unit owners, in the event the violator is a guest or tenant of a unit owner).
- (d) Following is the schedule of fines (unless otherwise stated in the Rules & Regulations):

<u>Violation</u>	<u>Fine</u>	<u>Period for Compliance</u>
First Violation	Warning Notice	30 Days

Second Violation	\$100	30 Days
Third Violation	\$250	30 Days
Fourth & Subsequent Violation(s)	\$500 - \$1,000	30 days

(e) If the resident fails to attend the scheduled hearing, the alleged violation will be considered admitted and a fine will be imposed.

(f) If any alleged violation is of a continuous nature and is not remedied within a reasonable time, as defined above & determined by the Board of Directors, of the notice of alleged violation, such continuing alleged violation will constitute a new alleged violation for which a new notice of alleged violation will be served by the Board of Directors or management company on the violating unit owner or resident.

30.2 Any fine imposed for a violation of the Rules and Regulations will be added to the assessment account of the owner and be due and payable with the next assessment. Should the unit owner not pay the fine, collection will follow the Collection Policy for Assessments, as provided in the Addendum. Any and all costs expended to collect any fine will be the responsibility of the unit owner.

30.3 Residents of the condominium complex may bring a violation to the attention of the management company or to the Board of Directors by completing a Violation Complaint in the form attached hereto as Exhibit B in the Addendums. Additional copies of the Violation Complaint may be obtained from the management company or Board of Directors.

## **SECTION 31 - Definitions**

In the event a term is used in the Rules which is not defined anywhere herein, its definition will be determined by referring, in the order which follows, to its definition as used either in the Declaration, or in the By-Laws, or in its common usage within the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found.

**Abandoned Vehicle** - Any vehicle which is such that the acts of the vehicle owner and the condition of the vehicle reasonably indicate to the Board of Directors or management company, in its reasonable discretion, that it has been abandoned. See Section 12.

**Act** - The Illinois Condominium Property Act, as amended from time to time.

**Association** - The River's Edge Condominium Association No. 1, an Illinois Not-for-Profit Corporation and a Condominium organized pursuant to the Illinois Condominium Property Act or the River's Edge Homeowners' Association, an Illinois Not-for Profit Corporation.

**Board of Directors** - The Board of Directors of the River's Edge Condominium Association or the River's Edge Homeowners' Association.

**By-Laws** - The By-Laws of River's Edge Condominium Association No. 1, and as amended from time to time thereafter.

**Common Expense or Assessment** - Any amount which the Board of Directors may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessments, special assessments, and bulk cable charges, hook-up fees, move-in or move-out fees or expenses or assessments which are levied pursuant to the Declaration, By-Laws or the Rules and Regulations.

**Common Property** - The common elements of the Association, as defined in the Act and the Declaration.

**Declaration** - The Declaration of Condominium Ownership for River's Edge Condominium Association No. 1 which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as amended from time to time thereafter.

**Emergency Vehicles** - Ambulances & hospital or medical vehicles of any type, or fire fighting vehicles of any type, or police protection vehicles of any type, or snow plowing vehicles, or utility vehicles, provided that each of the foregoing is being utilized for emergency purposes for the health, safety & welfare of the unit owners, residents & other persons on the property. See Section 12.

**Golden Rule** - "Do unto others as you would have them do unto you."

**Limited Common Property** - A portion of the common elements designated by the Association for the exclusive use of less than all of the unit owners.

**Managing Agent, Manager, or Management Company** - The person or entity, if any, which has been employed by the Association to manage the day-to-day administration of the property in the manner directed by the Board of Directors. At the time of this revision, the management company is Hanlin Management Company.

**Member or Member of the Association** - A unit owner or home owner.

**Non-permitted Vehicles** - All vehicles other than those defined above as Permitted Vehicles or Emergency Vehicles to include but not limited to: oversized trucks, oversized vans or airplanes.

**Owner or Unit Owner** - The owner or owners of a unit, as revealed by the public records, including a Contract Seller and excluding a Contract Purchaser, unless expressly provided otherwise by the Declaration or by state law. Where the owner is a trust, the beneficial owner by the trust and any person having the exclusive power of direction over the trust, will be deemed to have personal responsibility for the unit to the same extent as if title to the property were held in the name of such person or persons.

**Property** - All the real property against which the Declaration has been recorded, including any improvements thereon.

**Resident** - Any person who resides on the property, including families of unit owners and tenants of unit owners and including a unit owner if the context so indicates.

**Permitted Vehicles -**

- (a) Residents - Passenger-type automobiles, that have not been modified to increase the length, width or height of the vehicle, and motorbikes and motorcycles, provided that each of the foregoing is registered to be driven on public roads and highways. All vehicles must be parked within the respective resident's interior parking space. See Section 12.
- (b) Noncommercial Vehicles - same as Permitted Vehicles - Residents.
- (c) Commercial Vehicles - service and delivery vehicles authorized by the Board of Directors or a Resident to enter the condominium property, solely for the period of time necessary to perform the functions for which the commercial vehicle was given authority to enter the condominium property.

**Rules or Rules and Regulations** - The Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and the Board of Directors.

**Subscription Satellite Service Installer/Provider** - The company or entity, if any, which has been employed by the Condominium Association to provide the subscription satellite service to the condominium buildings in the manner directed by the Board of Directors. At the time of this revision, the subscription satellite service installer is Best Satellite Company.

**Subscription Cable Service Provider** - The company or entity, if any, which has been employed by the Condominium Association to provide the subscription cable service to the condominium buildings in the manner directed by the Board of Directors. At the time of this revision, the subscription cable

service provider is Prime Cable Company.

**Unit** - A portion of the Property which is owned exclusively by a unit owner.

## **ADDENDUMS**

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### **Suggestions for Fire Safety Evacuation from the City of Chicago Fire Department:**

#### ***IF A FIRE OCCURS IN YOUR UNIT***

August, 2000 - revised  
River's Edge Condominium Association, No. 1 & River's Edge Homeowner's Association

1. **Immediately call the Fire Department - (9-1-1).** Tell them the floor and unit number as well as the street address.
2. Without further delay, *leave your unit.* Be sure to close the door behind you, leaving it unlocked. This will prevent the possible spread of heat and smoke into the corridor.
3. Remember to *alert occupants of other units* on your floor. It is vitally important that they be given as early a warning as possible, especially at night.
4. *Use the closest exit stairway.* Be sure to close the stairway door behind you. Once in the stairway, you are in an area of safe refuge and can take your time in descending.
5. *Do not attempt to use any of the building's elevators,* as they may be already out of service, malfunctioning or not readily available. In addition, the Fire Department will need to use all operable elevators at the time of their arrival in order to gain quick access to the fire area.

### **FIRE OR SMOKE NEAR YOUR UNIT**

1. **Immediately call the Fire Department (9-1-1).** Tell them the floor and unit number as well as the street address and what you have seen. Don't assume that anyone else has already called them.
2. *Before trying to leave your unit, place your hand on the door, palm down.* If the door feels warm to the touch within five seconds, do not attempt to open it as this indicates the presence of a dangerous fire condition in the corridor.
3. *If the door is not warm to the touch,* carefully open it a small amount so as to check for the possible presence of smoke in the corridor.
4. *If you feel that the corridor can be used,* alert occupants of other units on your floor and proceed to the closest exit stairway. Be sure to close your door and the stairway door behind you. *Do not attempt to use the elevators.*
5. *If your unit door is warm to the touch or there is heavy smoke in the corridor,* keep the door closed. Seal cracks around the door and any other places where smoke appears to be entering, with wet towels.
6. If some smoke enters your unit, and you have windows which can be operated, open one just slightly. In units having windows which cannot be opened, merely remain close to the floor.

However, the possibility exists that a fire in an adjacent unit or below your unit may spread to your unit via the combustible nature of drapes, curtains, etc. If this condition occurs, close your windows and attempt to remove the combustibles at once.

### **KNOW YOUR BUILDING**

Each occupant should be familiar with the location of all exit stairways on his floor. In addition, occupants should discuss in advance what they will do if the closest exit cannot be used during a fire emergency.

Following the above suggested steps and doing pre-fire planning, you will greatly reduce your chance

of being killed or injured in a fire in your building. Since no two fires are alike, plan carefully and learn your building layout well so that you can change your exit plan as conditions warrant.

## ADDITIONAL ADDENDUMS:

Rider to Lease (Exhibit A)

Violation Complaint (Exhibit B)

Notice of Violation (Exhibit C)

Notice of Determination Regarding Violation (Exhibit D)

Resolution for Cable Television Service: Equal Cost Billing

Resolution for Collection of Assessments