

**The River's Edge Condominium Association, No. 1
and the River's Edge Homeowner's Association**

RULES and REGULATIONS

Original Rules and Regulations prepared by Hanlin Management, Inc.

2014 Revision proposed by the Rules Committee (Penny Davoren, Erik Godvik, Donna Heintz, Chet Kondratowicz, Judith Mann, Carmen Pinto, and Frank Wetterling).

2014 Revision approved by the River's Edge Condominium Association Board of Directors (Bill Brennan, Dan Hartnett, Mark Kniff, Carmen Pinto, and Ilse Wilnewic) and by the River's Edge Homeowner's Association Board of Directors (Charlie Erickson, Anne Goldberg, Dan Hartnett, Donna Heintz, Russ McManus, Sheila Morrow, and Mike Spiropoulos).

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PREAMBLE

These rules have been developed to ensure the highest quality of life possible within our Association, as well as to encourage increasing property values. Although an effort has been made to not limit individuality, every owner should consider that, as this is a communal setting, there are some actions that cannot be permitted and certain rights that must be protected.

IMPORTANT NOTE REGARDING THESE RULES

Violations of any of these rules are subject to the schedule of fines and other provisions in Section 30 (unless the rule in question provides a different fine schedule or other information). Owners need to also be aware that they are responsible for the actions of others under Section 29. Everyone should read these two important sections for more information.

SECTION 1 - General Use Restrictions

1.1 Each condominium unit shall only be used as a private residential dwelling and for no other purpose whatsoever.

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

1.3 No improper, offensive, or unlawful use may be made of any part of condominium property. Each owner, at the owner's expense, shall comply with, perform, and fully satisfy all federal, state, county, and city requirements affecting a unit, whether the requirements be laws, statutes, ordinances, regulations, orders, or any other form of legal requirements.

SECTION 2 - Assessment Payments

2.1 Assessment payments and any other amounts owed to the Condominium Association or to the Homeowner's Association are due the first day of each month and shall be sent to the Management Company.

2.2 Such payments may be mailed to the Management Company in the form of a personal check, certified check, official bank check, money order, or by automatic electronic debit. Cash is not considered an acceptable form of payment. Checks for the payment of monthly assessments or any other amounts that are due to either the Condominium Association or the Homeowner's Association, shall be made payable to

the "River's Edge Condominium Association."

2.3 If payment of any amount due on an owner's assessment account is not received by 5:00 pm on the tenth day of the month, a late fee of fifty dollars (\$50.00) will be applied to the owner's assessment account. No hearing is required for the imposition of this fee.

2.4 If any assessment payment is returned for insufficient funds (NSF), or any other reason, then a fee of fifty dollars (\$50.00) will be applied to the owner's assessment account. No hearing is required for the imposition of this fee. The Board may require owners that have had more than one check returned for insufficient funds to pay future monthly assessments only by certified check, official bank check, or money order.

2.5 If the Management Company provides the option, owners may prepay assessments on a multiple month, semi-annual, or annual basis.

2.6 When units are reassessed by the county, usually once every three years, the Board of Directors may retain the services of an attorney to initiate proceedings to protest increases in property taxes for the Association. At the option of the Board, the cost of this protest may be paid directly from the Association's operating account or be billed to all owners on a "percentage of ownership" basis and added to the owner's assessment account. All provisions which apply to late or non-payment of assessments shall also apply to the late or non-payment of the costs of the protest. Within a reasonable amount of time after the protest is completed, the Board of Directors may provide a table showing all units affected, their P.I.N., and any savings obtained by the protest.

SECTION 3 - Common Areas and Association Grounds

3.1 Lobbies, vestibules, hallways, stairways, elevators, garages, and all other common areas must remain unobstructed, and shall be used only for the purpose of normal transit and not for personal storage of any kind (unless such storage is otherwise permitted by this section or specifically authorized by the Management Company or the Board of Directors).

3.2 No shoes, boots, or any other personal items may be left in the hallway in front of the entry door to a unit.

3.3 Commercial grocery carts (such as from Jewel) shall not be brought into any building at any time for any reason. Non-compliance will result in a fine of twenty-five dollars (\$25.00) for the first offense and fifty dollars (\$50.00) for each subsequent offense.

3.4 No person shall deface, apply graffiti to, or otherwise vandalize any portion of the lobbies, vestibules, hallways, stairways, elevators, garages, or any other common

areas, the exterior of any building, or the Association grounds. In response to such a violation and in addition to any costs incurred to repair any damage caused, the Board of Directors is specifically authorized to impose a fine of up to two hundred and fifty dollars (\$250.00) for a first offense and a fine of up to one thousand dollars (\$1,000.00) for every subsequent offense.

3.5 No person shall remove any item owned by the Association from the lobbies, vestibules, hallways, stairways, elevators, garages, or any other common areas, the exterior of any building, or Association grounds, without the specific permission of the Management Company or the Board of Directors. In response to such a violation and in addition to any costs incurred to replace any such item, the Board of Directors is specifically authorized to impose a fine of up to two hundred and fifty dollars (\$250.00) for a first offense and a fine of up to one thousand dollars (\$1,000.00) for every subsequent offense.

3.6 The following items of personal property may be kept in common areas at the owner's risk:

(a) A single welcome mat, no larger than 20" x 36", may be kept in the space immediately in front of the entry door to a unit in the hallway; the Board of Directors reserves the right to impose limitations on welcome mats, including but not limited to the size, material, and message content.

(b) Bicycles, one empty personal grocery cart, and/or one empty baby stroller may be stored in the garage within the confines of the owner's designated parking space.

Any other items of personal property that are left unattended in any common areas or on Association grounds without the specific permission of the Management Company or the Board of Directors are in violation of these Rules and Regulations and may be removed at the owner's expense. A warning sticker shall be placed on the item at least seven (7) days before it is removed. The sticker shall advise the owner that the item is in violation of the Rules and Regulations and that it is subject to removal at the owner's expense. The sticker shall also provide the phone number of the Management Company. The Association shall owe no duty to store any such items, to return them to their owners, or to keep them free from damage.

3.7 No one shall run, loiter, or play in the gazebo, lobbies, vestibules, hallways, stairways, elevators, driveways, parking lots, or garages or any other common areas. Skateboard, roller skating, bike riding, throwing balls or other objects, or similar activities are strictly prohibited in the gazebo, lobbies, vestibules, hallways, stairways, elevators, garages, or any other common areas.

3.8 Smoking is strictly prohibited in the gazebo, lobbies, vestibules, hallways, stairways, elevators, garages, or any other common areas. Used cigarettes shall be properly disposed of and not thrown on the ground as litter.

3.9 The pond located on Association grounds is for decorative purposes only and may not be used in conjunction with any recreational activity. Swimming, fishing, ice skating, wading, rock throwing, or similar activities in the pond are strictly prohibited. Children should be supervised at all times when near the pond. No pets may be walked on or past the stones that encircle the shore of the pond. Only contractors that are hired by the Management Company or the Board of Directors may place any objects in or on the pond. Pedestrians should use caution when near the pond.

3.10 Major repairs to vehicles may not be made inside a garage, in a parking lot, or within the Riversedge complex.

3.11 Vehicles may be washed in the garages, parking lots, or streets. Washing vehicles shall be done in such a way that others are not prevented access to their parking spaces. When washing vehicles in a garage, unit owner must provide and post a clear and conspicuous warning sign to alert others that the floor is wet. After finishing, the garage floor shall be promptly rinsed to remove any soap or other residues.

3.12 No one shall litter in common areas or on Association grounds. No one shall leave food on Association grounds which could be eaten by animals. The feeding of wildlife on Association grounds is strictly prohibited by city ordinance.

SECTION 4 - Posting and Distribution of Notices

4.1 Any notices posted in common areas must have the approval of the Management Company or the Board of Directors. These areas include any lobby, vestibule, hallway, stairway, elevator, garage, window, door, balcony, exterior surface of a building, or the Association grounds. No offensive, obnoxious, or distasteful notices may be posted in the Association's common area, to be determined in the full discretion of the Board, and may be removed immediately without further notice by the Board or Management. Unit Owners may also be subjected to a fine for the posting or display of such types of notices.

4.2 Owners and residents may place notices on the open cork bulletin boards in the garages. All notices should clearly indicate the name of owner or resident, his or her unit number, and the date of posting. Notices posted on these boards shall be removed in 30 days and are also subject to removal without notice by the Management Company or the Board of Directors. The Association shall not be held liable or responsible for the content or message contained in any notices posted by owners or residents.

4.3 No one may remove any posted notice except the Management Company, the Board of Directors, or the person that posted the notice. Non-compliance may result in a fine of up to two hundred and fifty dollars (\$250.00) for a first offense and up to one thousand dollars (\$1,000.00) for every subsequent violation of this Rule.

4.4 No one may place any notices under the doors of any units without the approval of either the owner of the unit or the Board of Directors. Each notice that is placed under a door in violation of this Rule shall be considered and treated as a separate violation, (i.e. notices placed under twenty unit doors may be considered as twenty separate violations of this Rule). Non-compliance may result in a fine of up to twenty five dollars (\$25.00) for a first offense and every subsequent violation of this Rule.

4.5 Neither the Management Company nor the Board of Directors may provide the addresses (or other contact information for owners) to the public for any reason. This information shall be treated as strictly confidential and shall only be used by the Management Company for the distribution of notices that are approved by the Board of Directors.

4.6 "Open House" or "For Sale" signs may be displayed only in connection with an open house and with the consent of the Management Company or the Board of Directors. "Open House" signs must clearly state the intended starting and finishing times of the open house. Such signs shall not be posted more than three (3) hours prior to the posted starting time of an open house and shall be removed within one (1) hour of the posted closing time. The Board of Directors reserves the right to impose additional limitations on "Open House" or "For Sale" signs including, but not limited to, the areas where these signs may be posted and the total number of signs that may be posted.

4.7 No person shall write on, mark on, or otherwise vandalize any notices posted by the Management Company or Board of Directors, unless the notice specifically and clearly requests that owners write on the notice. Non-compliance may result in a fine of up to two hundred and fifty dollars (\$250.00) for a first offense and a fine of up to one thousand dollars (\$1,000.00) for every subsequent offense.

SECTION 5 - Noise Levels and Odors

5.1 Everyone shall exercise caution when playing music, talking, or causing any other loud disturbances, making every effort to make sure that noises do not reach a level which disturbs others, especially between the hours of 11:00 p.m. and 7:00 a.m.

5.2 Any construction activity or similar type of work, which might cause noises at a level which could disturb others, shall only be carried out between the hours of 8:00 a.m. and 6:00 p.m. on Mondays through Saturdays; no such activities may be carried out on Sundays or holidays.

5.3 Every person shall make every effort to minimize odors from cigar, cigarette, cooking and other types of smells that could be noticed by others in the halls or in other units, especially odors and smells that could possibly cause allergic reactions in others. Exhaust fans shall be used as necessary.

5.4 Every person shall make every effort to minimize the amount of smoke from outdoor grills and cookers. Outdoor grills and cookers may only be used between the hours of 10:00 a.m. and 10:00 p.m.

5.5 Wind chimes may not be hung from any balcony or window.

5.6 The use of fireworks is not allowed at any time.

SECTION 6 - Recycling

6.1 Each garage has a dumpster designated for recycling. Please refer to signage posted nearby for updates to the recycling policy.

Please toss any of the following items loosely in the dumpster (do not enclose in plastic bags):

- (a) Paper (newspaper, magazines, catalogs, office paper, junk mail, shredded paper, phone books, etc.).
- (b) Cardboard (boxes, corrugated cardboard, etc.) Note: it is essential that ALL boxes are flattened before placing in/alongside the recycling bin.
- (c) Aluminum cans and other aluminum containers (rinsed thoroughly).
- (d) Tin cans and other tin containers (rinsed thoroughly).
- (e) Glass bottles and other glass containers (rinsed thoroughly)
- (f) Plastic bottles and containers with the symbols 1-7 (rinsed thoroughly).

6.2 None of the following materials may be placed in the recycling dumpster:

- (a) No plastic bags of any kind.
- (b) No raw garbage, animal waste, or other organic materials.
- (c) No Styrofoam.
- (d) No window glass, mirrors, ceramics, or light bulbs.
- (e) No motor oil or other hazardous chemicals/containers.
- (f) No soiled materials (oily pizza boxes, paper napkins, diapers).
- (g) No electronics (TV, personal computers, monitors, printers, etc.).
- (h) No used batteries and compact fluorescent bulbs (CFLs). Please note specific signage and containers for these items located in the recycling area.

6.3 City ordinance prohibits placing any type of electronic items in the trash or recycling dumpsters. Residents are responsible for proper disposal of all personal electronic items.

SECTION 7 - Disposal of Garbage

7.1 All garbage shall be disposed of in a sanitary manner in the facilities provided. Everyone is asked to use caution when placing items in the garbage chutes. Only garbage and refuse that is in tied or sealed plastic bags may be placed in chutes.

7.2 The following items must be placed directly into the garbage dumpsters on the first floor and not placed in the garbage chutes:

- (a) any liquids (even those in sealed containers)
- (b) materials that could possibly be too large or too heavy for the garbage chute
- (c) pet waste or litter

7.3 No one shall discard any material in the trash chute or in the garbage dumpsters which could or may be hazardous to any person or property.

7.4 No one shall discard any items or materials of any kind in a manner that could be a violation of any federal, state, county, or city environmental regulations.

7.5 No one shall discard, abandon, or leave any items or materials of any kind in the garages, garbage chute rooms or any other common areas unless these items are appropriately placed in a dumpster or recycling container.

7.6 No one shall attempt to use toilets or sinks to dispose of sweepings, rubbish, rags, or any other improper items.

7.7 Anyone needing to dispose of large items shall contact the Management Company to arrange waste disposal pickup of such items. No one shall place large items in or near any dumpster for disposal without the specific permission of the Management Company or the Board of Directors. For the purpose of this provision, "large items" shall be considered to be kitchen appliances, furniture, rolls of carpeting, mattresses/box springs or other items of similar sizes or dimensions. Non-compliance with this provision, in addition to any costs incurred to remove any large items, may result in a fine of up to one hundred dollars (\$100.00) for a first offense, a fine of up to two hundred and fifty dollars (\$250.00) for a second offense, and a fine of up to one thousand dollars (\$1,000.00) for every subsequent offense.

SECTION 8 - Security

8.1 Exterior doors shall not be propped open and then left unattended for any reason. When entering and leaving any building, every person should make sure that doors completely close. The Management Company should be immediately notified if any lock or door does not appear to function properly.

8.2 To maintain security, no person shall be admitted into any building without first being identified in person, by camera, or by the lobby intercom system. The lobby intercom camera can be viewed by turning your TV to Comcast channel 950.

8.3 Solicitors or delivery persons of any kind, shall not be allowed to enter a building unattended. If anyone wishes to patronize solicitors or use delivery persons, they must be met in the lobby and escorted at all times by a resident until their business is completed. Solicitors shall not be allowed to go door to door.

8.4 When exiting a garage, everyone should wait to ascertain that the overhead garage door has closed completely before driving away in order to prevent entry by unauthorized persons into a condominium building garage.

8.5 Keys to the exterior entry doors may not be duplicated. Additional keys may be obtained from the Management Company by providing a fifty dollar (\$50.00) deposit for each additional key. The deposit will be refunded when the additional key is returned to the Management Company. Such keys shall be returned to the Management Company before an owner sells a unit; deposits may not be transferred from one unit owner to another.

SECTION 9 - Bicycles

9.1 Anyone bringing a bicycle in or out of a building shall use special caution so as to not damage any common areas with muddy or wet tires. Bicycles should only be brought into buildings through the garage entrance - not through the vestibule.

9.2 Bicycles may be stored in the garage within the confines of a parking space.

9.3 Owners may have a bike rack attached to a wall in the garage. Racks must be purchased from and installed by the Management Company. Rack must be fully paid for before installation is done. Owner is responsible for contacting the Management Company for this service.

9.4 Stationary bicycles may not be stored in the garage.

SECTION 10 - Pets

10.1 Pets are allowed in units; however, no more than two pets may be kept in a unit at any time, unless an owner is specifically authorized by the Board of Directors. No pets may be kept in a unit for commercial purposes.

10.2 As a condition of maintaining a pet on the premises, all pet owners must;

(a) provide evidence of compliance with all licensing requirements under applicable laws including appropriate veterinary certificates pertaining to vaccinations.

(b) assume full responsibility, financial or otherwise, for any personal injury or property damage caused by their pets.

(c) indemnify and hold harmless the Management Company, the Association, and unit owners for any loss or liability caused by or arising from their pets.

(d) pet owners responsibilities include, but are not limited to, all costs of cleaning, repairing, or replacement of common property due to damage caused by pets.

10.3 The following types of animals may be kept in a unit as pets;

(a) Dogs

(b) Domesticated cats

(c) Birds

(d) Fish - for the purposes of this Section, regardless of the number of fish contained in a tank, all such fish shall be counted as a single pet. The Board of Directors reserves the right to impose limitations on the size of tanks.

No other types of pets are allowed in a unit unless an owner is specifically authorized by the Board of Directors.

10.4 Every dog must be registered with the Management Company between January 1st and January 15th on an annual basis; registration form must be accompanied by a fifty dollar (\$50.00) annual pet fee per dog. This fee is a user charge for costs of maintenance in common areas from pet ownership. Registration consists of completing a pet registration form, payment of annual fee, and providing evidence of city licensing, vaccinations, and name/phone number of a contact person who can be called upon to care for the pet in an emergency.

10.5 Pet owners shall keep all common areas and Association grounds free from pet waste and shall wrap, seal, and dispose of waste in a garbage dumpster; pet waste or litter shall not be placed in garbage chutes or in a recycling dumpster.

10.6 If a pet has an accident and soils a common area, the pet owner must clean it immediately and report it to the Management Company. Pet owners are responsible for any charges if additional cleaning is required.

10.7 All animals are required to be leashed or otherwise appropriately restrained when in any common areas or on Association grounds. No animals shall be allowed to remain unattended in any common areas, on Association grounds, or on any balconies. Balconies shall not be used as pet runs.

10.8 The Board of Directors may order the permanent removal of any pet causing or creating a nuisance, unreasonable disturbance, or dangerous and threatening behavior. Owners are placed on notice that the Management Company and the Board of Directors may consult with legal counsel regarding the removal of a pet and, if the pet is removed, any legal fees incurred in connection with such removal shall be the responsibility of the owner.

SECTION 11 - Repairs and Upgrades to Units

11.1 Owners shall keep their units in a state of good repair. Failure to make any necessary repairs in a timely manner shall result in a fine.

11.2 Balconies, windows, unit entry doors, storage room doors, and storage rooms are considered limited common elements and as such no repairs, changes in appearance, or upgrades may be made to these areas without the specific approval of the Management Company or the Board of Directors.

11.3 Owners shall notify the Management Company before any of the following work is started on their units:

- (a) Installation of new flooring.
- (b) Installation of new kitchen cabinets.
- (c) Any major electrical work, including moving or adding outlets or light fixtures.
- (d) Any major plumbing work, including moving or adding any sinks or other types of plumbing fixtures.
- (e) Any repairs to windows.
- (f) Installation of new windows.
- (g) Any type of extermination for insects.
- (h) Any other type of work which could directly or indirectly affect another unit.

11.4 Only contractors that are hired by the Management Company or the Board of Directors may make adjustments or repairs to the radiant heating system. No other contractors or other persons may make any adjustments or repairs to the radiant heating system in their units, including work such as, but not limited to, the bleeding of pipes.

11.5 Any construction activity or similar type of work, which might cause noises at a level which could disturb others, shall only be carried out between the hours of 8:00 a.m. to 6:00 p.m. on Mondays through Saturdays; no such activities may be carried out on Sundays or holidays

11.6 Any contractors performing work on the property that affects the Common Elements or Limited Common Elements shall be insured and licensed. A copy of the Certificate of Insurance from any such contractors must be provided to the Association or Management Company prior to the contractor performing any work on the property. Said insurance shall name the Association as an additional insured on all such policies.

SECTION 12 - Traffic and Parking Regulations

12.1 Horns shall be used only when necessary for the safe operation of vehicles and may never be used from the exterior of the buildings to signal a person inside.

12.2 Every person shall abide by all applicable traffic regulations when driving on Association property. The posted speed limit on the streets of River's Edge is fifteen (15) miles per hour.

12.3 Extreme caution shall be used at all times when driving in the garages, in the area around the pond, and when near pedestrians.

12.4 Improperly or illegally parked vehicles are subject to removal at the vehicle owner's expense. At least seven (7) days before any vehicle is removed, a warning sticker shall be placed on a window of any such vehicle. The sticker shall advise the owner that the vehicle is in violation of the Rules and Regulations and that it is subject to removal at the owner's expense, as well as provide the phone number of the Management Company.

12.5 All parking spaces in the garages have been assigned to an owner. No person may park in a parking space that is assigned to another owner without the permission of that owner. No person may park in such a manner as to prevent access to a parking space assigned to another owner.

12.6 Residents may also park motorbikes or motorcycles in the area directly in front of the parking space assigned to their unit, as long as the end of any vehicle parked in that parking space is not thereby caused to be more than nineteen and a half (19½) feet from the start of that parking space.

12.7 Every person shall abide by all posted parking regulations on Association grounds.

12.8 All vehicles parked in the parking lots are to be parked within designated parking spaces, except for emergency, moving, delivery, and maintenance vehicles whose size or purpose precludes use of a single parking space.

12.9 Use of handicapped parking spaces is restricted to vehicles that display proper authorization to use these spaces. Residents are asked not to use these handicapped parking spaces for their vehicles so that guests and visitors may have access to these spaces. Non-compliance may result in a fine of two hundred and fifty dollars (\$250.00) for a first offense and every subsequent violation of this Rule.

12.10 Any moving, delivery, or maintenance vehicle parked outside of a marked parking space 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 to move the vehicle.

12.11 Only the following types of vehicles, provided that each has been registered and licensed to be driven on public roads and highways, may be parked in any parking space inside a garage or in a parking lot:

- (a) Passenger-type automobiles, which would include trucks and vans that have not been modified to increase the length, width, or height of the vehicle.
- (b) Motorbikes and motorcycles.
- (c) Vehicles that are designed for commercial purposes, which have been authorized by an owner, a resident, the Management Company, or the Board of Directors to park in one of the parking lots, solely for the period of time necessary to perform a service or delivery.
- (d) Emergency vehicles.

12.12 Overnight parking in a building garage or parking lot is not permitted by any vehicle displaying "B" or "RV" license plates.

12.13 No vehicle shall be parked in the same parking space in one of the outside parking lots for a period of more than fourteen (14) days, unless specific authorization is obtained from the Management Company or the Board of Directors; vehicles parked for longer than fourteen (14) days without such permission may be considered abandoned and are subject to removal at the owner's expense.

12.14 Dumpsters, portable storage containers (also known as PODS), and trailers of any kind may not be placed in any parking lot or inside any garage without the specific permission of the Management Company or the Board of Directors.

12.15 Street parking is provided. Parking is not permitted on the north side of Riversedge Terrace, the north side of Berwyn Avenue, the east side of Lowell Avenue, or anywhere in the cul-de-sac at the north end of Lowell Avenue. Parking is also not permitted in the driveway area west of the pond. Additionally, curb areas painted in yellow are designated as "No Parking" areas.

SECTION 13 - Fire and Safety

13.1 Owners shall not permit anything to be done to or kept in their units, storage rooms, or any common areas, which would increase the rate of fire insurance on their unit or on any other part of the Association. In response to such a violation and in addition to any costs incurred to repair any damaged caused, the Board of Directors is specifically authorized to impose a fine of up to one thousand dollars (\$1,000.00) for a first offense and every subsequent offense.

13.2 Storage of gasoline or any flammable, combustible, corrosive, or otherwise dangerous materials (such as paint thinners, naphtha, oil paint, dry cleaning fluids, acids, charcoal lighting fluid, etc.) is not permitted in units, in storage rooms, or in any common area. Storage of explosives or any other similar items that are potentially harmful or hazardous is not permitted in units, in storage rooms, or in any common area. In response to such a violation and in addition to any costs incurred to repair any damage caused, the Board of Directors is specifically authorized to impose a fine of up to one thousand dollars (\$1,000.00) for a first offense and every subsequent offense.

13.3 No one should overload electrical circuits. Everyone should make certain that all electrical equipment is properly wired and plugged into sockets. Everyone should disconnect television sets and other appliances if the resident intends to be away from the unit for any prolonged period of time.

13.4 All residents should familiarize themselves with the location of all fire extinguishers in the condominium common areas, as well as the location of the nearest extinguisher.

13.5 Owners shall keep all smoke alarms and carbon monoxide detectors within their units in good working order. Owners should be familiar with the requirements of the Carbon Monoxide Alarm Detector Act, which is attached as Addendum No. 3 to these Rules and Regulations.

13.6 Smoke alarms, carbon monoxide detectors, and fire extinguishers in common areas are the property of the Association. Only contractors that are hired by the Management Company or the Board of Directors may make adjustments or repairs to any smoke alarm, carbon monoxide detector, or fire extinguisher located in any common areas.

13.7 All residents should familiarize themselves with Addendum No. 1 to these Rules and Regulations, which contains suggestions from the Fire Department for safety evacuation.

13.8 Smoking is strictly prohibited in the lobbies, vestibules, hallways, stairways, elevators, garages, gazebo and other common areas. Used cigarettes shall be properly disposed of and not thrown on the ground as litter.

13.9 Nothing may be thrown or allowed to fall from balconies or windows, including but not limited to smoking materials, bird seed, food, swept dust, or any other type of debris, items, or materials.

13.10 Residents that have a barbeque grill or outdoor cooker on their balcony shall have a fire extinguisher readily accessible in the event of a fire on the balcony.

13.11 No one shall go onto the roof of a building, or provide access to the roof to anyone, without the approval of the Management Company or the Board of Directors.

13.12 No one shall go into or provide access for anyone to enter the electrical room, boiler room, pump room, or water meter room without the approval of the Management Company or the Board of Directors.

SECTION 14 - Elevators

14.1 The elevators shall not be delayed for any reason, except as may be provided by this Section.

14.2 Elevators may be used when moving items in or out of a building. An elevator may be delayed in order to facilitate the moving process; however, only one elevator shall be delayed at a time, so as to allow others in the building access to the other elevator.

14.3 Elevator pads shall be installed before using elevators to transport large items, such as furniture, kitchen appliances, rolls of carpet, or any other items of similar size or dimensions that could cause damage to the elevators. Owners shall contact the Management Company at least two (2) business days prior to attempting to transport such items in order to request the installation of elevator pads.

SECTION 15 - Balconies

15.1 Balconies shall not be used for storage. Balconies shall be kept clean, orderly, and free from clutter.

15.2 Only patio furnishings, barbeque grills, outside cookers and plants may be kept on balconies. Umbrellas, awnings, sun roofs, canopies, glass enclosures, or any other type of sun screens are not permitted on balconies.

15.3 Bird feeders, or any other device that is reasonably expected to attract animals, are prohibited from being hung or placed on balconies.

15.4 Patio furnishings, barbeque grills, outside cookers, plants, satellite dishes, and other items should not be left unsecured in the event winds are strong enough to blow any of these items off a balcony.

15.5 Balconies may not be enclosed, altered, or the appearance changed in any way, unless an owner is specifically authorized by the Board of Directors.

15.6 Nothing may be attached to or installed on balcony walls, ceilings, railings, door frames, floors, or any other balcony area (unless such is otherwise permitted by this Section or specifically authorized by the Board of Directors). Nothing may be hung on the outside of railings or be allowed to extend out over the outside of railings.

15.7 Dead plants and flowers shall be promptly removed from balconies. A drip pan tray shall be used with all plants and flowers. Planters and window boxes may be hung inside the balcony railing.

15.8 Outdoor cookers and barbeque grills shall not use charcoal or wood as a source of heat; all cookers and grills should be propane or electric only. Every person shall make every effort to minimize the amount of smoke from grills and cookers. Grills and cookers may only be used between the hours of 10:00 a.m. and 10:00 p.m. Any unit that has a barbeque grill or outdoor cooker on its balcony shall have a fire extinguisher readily accessible in the event of a fire on the balcony. For safety reasons, a propane tank should be configured in such a manner as to place the propane tank next to the railing.

15.9 Clothing, sheets, blankets, laundry and similar objects may not be hung or otherwise exposed on balconies.

15.10 Balconies may not be used as pet runs.

15.11 Nothing shall be thrown or allowed to fall from balconies, including but not limited to smoking materials, bird seed, food, swept dust, or any other type of debris, items, or materials.

15.12 The flag of the United States of America may be displayed on balconies, as long as the flag is displayed in a manner consistent with the Flag Code (United States Code, Title 4, Chapter 1), which is attached as Addendum No. 2 to these Rules and Regulations. Owners may "clamp" flag poles to railings; flag poles shall not be attached to any other part of a balcony or in any other fashion.

15.13 Wind chimes may not be hung on balconies.

15.14 Balcony coach lights operate on a common timer and the electricity to operate these lights is paid by the Association. Light bulbs for these coach lights are purchased by the Association; Owners shall only use the light bulbs provided by the Association. Coach lights may not be disabled. The color of the coach lights may not be changed for any reason. If an owner is advised in writing by the Management Company or the Board of Directors that their coach light is not working or that the bulb in their coach light does not appear to be a bulb that was provided by the Association, the owner must do the following within fifteen (15) days of the notice being sent:

(a) Install a working light bulb in the coach light; this light bulb must have been provided by the Association.

(b) If the fixture does not work after installing a working light bulb, then the owner must contact the Management Company to advise that the fixture may be broken and the owner shall provide any necessary access to a contractor hired by the Association to fix the coach light.

Failure to complete this task or tasks (including providing access to the coach light) within fifteen (15) days of notice being sent shall result in a fine of up to fifty dollars (\$50.00) for a first and every subsequent occurrence.

15.15 Satellite dishes are only allowed on balconies. Dishes shall be attached to a free standing post or tripod and may not be attached to any part of the balcony, including the walls, railings, ceilings, door frames, and floor.

SECTION 16 - Garages

16.1 Because of the danger of carbon monoxide poisoning, vehicles may not be warmed up or left idling inside the garage.

16.2 In the event oil, radiator fluid, or any other type of fluid spills on the garage floor, it shall be cleaned up promptly by the responsible party.

16.3 Operational problems with the electric garage door or transmitters should be reported immediately to the Management Company. Transmitters for the electric garage door are the property of the unit owner. If a resident requires a new transmitter, it must be purchased through the Management Company.

16.4 Major repairs of vehicles may not be performed inside the garages.

16.5 Vehicles may be washed in the garages. When washing vehicles in the garage, unit owner must provide and post a clear and conspicuous warning sign to alert others that the floor is wet. Washing vehicles shall be done in such a way that others are not prevented access to their parking spaces. After finishing, the garage floor shall be promptly rinsed to remove any soap or other residues.

16.6 All parking spaces in the garages have been assigned to an owner. No person may park in a parking space that is assigned to another owner without the permission of that owner. No person may park in such a manner as to prevent access to a parking space assigned to another owner or in such a way as to block entrance door to lobby.

16.7 In addition to a motor vehicle, residents may park motorbikes or motorcycles in the area directly in front of the parking space assigned to their unit. The parked vehicle(s) may not occupy more than nineteen and a half (19½) feet from the start of that parking space.

16.8 When exiting a condominium building garage, everyone should wait to ascertain that the overhead garage door has closed completely before driving away in order to prevent entry by unauthorized persons into a garage.

16.9 Owners and residents shall not use electrical outlets in garage or other common areas for the purpose of recharging any type of electric vehicle. The power source for an electric vehicle must be connected to the unit owners electric meter by an electrician that is approved by the Management Company or the Board of Directors. All charges for electrical work shall be the responsibility of the unit owner.

16.10 In the event of garage floor cleaning or other necessary garage maintenance, unit owners may be asked to vacate their parking spaces during certain days/hours. Notices will be posted near elevators and on garage bulletin boards at least five (5) days prior to work being done except in the case of an emergency when advance notice is not possible. Non-compliance will result in a fine up to one hundred dollars (\$100.00) for a first offense and up to two hundred and fifty dollars (\$250.00) for each subsequent offense. In the event it is necessary to tow a car so work can proceed, all towing charges will be the responsibility of the unit owner. All residents are asked to leave a car key with a neighbor if they plan on being away from their unit for any length of time.

16.11 In addition to vehicles parked in a manner consistent with these Rules and Regulations, only the following items of personal property may be kept in garages within the confines of the owner's parking space: bicycles, empty personal grocery cart, and empty baby stroller.

16.12 Commercial grocery carts (such as from Jewel) shall not be brought into any garage at any time. Non-compliance will result in a fine of twenty-five dollars (\$25.00) for the first offense and fifty dollars (\$50.00) for each subsequent offense.

SECTION 17 - Moving/Deliveries

17.1 Any person moving into a unit or out of a unit shall provide to the Management Company a security deposit in the amount of three hundred dollars (\$300.00) before a move may be scheduled. This deposit shall be refunded in full provided there is no damage to any common areas, limited common elements, or Association grounds. In the event there is any damage to any such area, then the cost of the damage will be

deducted from the deposit. If any damage to any such area exceeds the cost of the deposit, then either the previous owner or the current owner, whichever is more appropriate, shall be responsible for any additional amounts.

17.2 Any person moving into a unit or out of a unit may submit a written request to the Management Company for an inspection of common areas, limited common elements, or Association grounds that could be damaged in connection with the move. This request shall be made at least ten (10) days before a scheduled move. An inspection shall be made by a member of either the Board of Directors or the Welcoming Committee. The person moving into or out of a unit may further request that they be present during the inspection. Should the person moving in or out of a unit not request an inspection, then this person waives the right to dispute a finding that damages occurred to any common areas, limited common elements, or Association grounds in connection with the move.

17.3 The buyer of a unit shall provide to the Management Company an additional non-refundable fee in the amount equal to one month's assessment before a move may be scheduled. This fee shall be deposited into the Association's reserve account.

17.4 Any person moving into a unit or out of a unit shall contact the Management Company at least five (5) business days before the date that they wish to move, in order to schedule a date and time for a move-in or move-out. A move may only be carried out on a date and at a time that is approved by the Management Company. (This is required so that multiple moves or other activities at a building may be scheduled in such a way so as to minimize congestion in the elevators or other common areas, as well as to make sure that protective pads are installed in the elevators for every move). In response to a violation of this provision, the Board of Directors is specifically authorized to impose a fine of up to one hundred dollars (\$100.00) for a first offense and every subsequent offense.

17.5 Moves may only occur between the hours of 8:00 a.m. to 5:00 p.m. on Mondays through Saturdays; and no such activities may be carried out on Sundays or holidays.

17.6 Any person moving into a unit or out of a unit should request an elevator key from the Management Company or a member of the Welcoming Committee at least ten (10) days before a scheduled move. A fifty dollar (\$50.00) deposit shall be charged for an elevator key. The deposit shall be refunded when the elevator key is returned to a member of the Welcoming Committee.

17.7 Any moving or delivery vehicle parked outside of a marked parking space shall have a placard or notice displayed on the dashboard or windshield, which advises what unit is being served or serviced during a move, so that the driver can be contacted to move the vehicle.

17.8 If any moving or delivery vehicle parks near the front door of a building for a move, then enough room should be left so that others may enter and exit the building without difficulty.

17.9 If any moving or delivery vehicle is parked in a parking lot for a move in such a manner that could prevent another vehicle already parked in a parking space from pulling out, then the driver shall remain with the vehicle at all times.

17.10 If any moving or delivery vehicle is parked in a garage for a move, then the driver shall remain with the vehicle at all times and the engine of the vehicle should also not be warmed up or left idling inside a garage, as these actions can be the source of carbon monoxide poisoning.

17.11 It is the obligation of the party moving to maintain the security of the building during the moving process. At no time during a move shall a door be propped open and then left unattended.

17.12 Any boxes, packing materials, or any other garbage shall be properly disposed of after a move. No garbage of any kind from a move shall be left in any common areas. Packing materials shall be removed from any boxes used in connection with a move and all empty boxes shall be flattened and placed in, behind, or alongside the recycling dumpster in the garage.

17.13 Anyone needing to dispose of large items shall contact the Management Company to arrange waste disposal pickup of such items. No one shall place large items in or near any dumpster for disposal without the specific permission of the Management Company or the Board of Directors. "Large items" shall be considered to be kitchen appliances, furniture, rolls of carpeting, or items of similar sizes or dimensions. In response to a violation of this provision and in addition to any costs incurred to remove any large items, the Board of Directors is specifically authorized to impose a fine of up to one hundred dollars (\$100.00) for a first offense, a fine of up to two hundred and fifty dollars (\$250.00) for a second offense, and a fine of up to one thousand dollars (\$1,000.00) for every subsequent offense.

SECTION 18 - Appearance of Building Exteriors

18.1 The interior of windows are to be cleaned and maintained by residents in such a manner so as not to detract from the appearance of the building exterior.

18.2 Nothing may be attached to or on exterior walls, windows, doors, or any portion of a balcony, except as otherwise provided in these Rules and Regulations or with specific permission from the Board of Directors.

18.3 No awnings, canopies, glass enclosures, or shutters of any type are permitted.

18.4 Balcony coach lights operate on a common timer and the electricity to operate these lights is paid by the Association. Light bulbs for these coach lights are purchased by the Association; Owners shall only use the light bulbs provided by the Association.

Coach lights may not be disabled. The color of the coach lights may not be changed for any reason. If an owner is advised in writing by the Management Company or the Board of Directors that their coach light is not working or that the bulb in their coach light does not appear to be a bulb that was provided by the Association, the owner must do the following within fifteen (15) days of the notice being sent:

(a) Install a working light bulb in the coach light; this light bulb must have been provided by the Association.

(b) If the fixture does not work after installing a working light bulb, then the owner must contact the Management Company to advise that the fixture may be broken and the owner shall provide any necessary access to a contractor hired by the Association to fix the coach light.

Failure to complete this task or tasks (including providing access to the coach light) within fifteen (15) days of notice being sent shall result in a fine of up to fifty dollars (\$50.00) for a first and every subsequent occurrence.

SECTION 19 - Decorations

19.1 Decorations shall be installed and removed in such a way so as to not damage any common areas or limited common elements.

19.2 Decorations shall not create a fire hazard.

19.3 Decorations are subject to the approval of the Board of Directors. The Board of Directors may request that any decorations be removed if the Board believes the decorations are causing distress for other residents or are in any other way not appropriate for public display.

19.4 Decorations may not be displayed by residents in or on any common areas, limited common elements, or Association grounds unless such decorations are specifically allowed by another rule in these Rules and Regulations.

19.5 Holiday decorations may be displayed on balconies; however, the color of the coach light may not be changed and the coach light may not be disabled as part of or as a result of any decorations. Wreaths hung on unit doors or welcome mats placed in front of unit doors may also reflect holiday themes or messages. Winter holiday decorations may be displayed on or after November 15th and must be removed no later than January 15th. Decorations for any other holiday may also be displayed, but shall 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.

19.6 Trees, garlands, wreaths, or other plants that are used as holiday decorations shall be placed in plastic bags before being removed from a unit in order to prevent the dropping of needles or other plant debris in any common areas.

19.7 A single wreath or similar decoration may be hung on the entry door to a unit; the Board of Directors reserves the right to impose limitations on such decorations, including but not limited to the size, material, and any message displayed.

SECTION 20 - Storage Rooms

20.1 Nothing may be stored within two (2) feet of the ceiling of a storage room as this would be a violation of fire codes and may prevent proper operation of the sprinkler system.

20.2 Storage of gasoline or any flammable, combustible, corrosive, or otherwise dangerous materials (such as paint thinners, naphtha, oil pain, dry cleaning fluids, acids, charcoal lighting fluid, etc.) is not permitted in the storage rooms. Similarly, storage of explosives, ammunition, firearms, or any other items that are potentially harmful or hazardous is not permitted in the storage rooms. In response to such a violation and in addition to any costs incurred to repair any damage caused, the Board of Directors is specifically authorized to impose a fine of up to one thousand dollars (\$1,000.00) for a first offense and every subsequent offense.

20.3 Storage room doors are a limited common element and, as such, no repairs, changes in appearance, or upgrades may be made to these doors without specific approval of the Board of Directors.

SECTION 21 - Lobby Directory System

21.1 A lobby directory system has been provided in the vestibule of each condominium building. This system uses a camera, buzzer, and intercom to monitor and control access to the buildings. The lobby directory is a phone, which when dialed, calls the unit and allows the resident to "buzz" in visitors. The lobby intercom camera can be viewed by turning your TV to Comcast channel 950.

21.2 Each resident is entitled to one (1) listing in the lobby directory. Additional listings may be requested. Any resident that wishes to have a listing programmed into the directory should contact the Management Company.

21.3 A resident may choose not to maintain a listing within the lobby directory.

21.4 Only residents, owners, and the Management Company may be listed in the lobby directory; no other persons, businesses, or other entities may be listed in the lobby directory.

21.5 For those residents with "Caller ID", their phone will display a call from the lobby directory as being from "Rivers Edge."

SECTION 22 - Sale of Units

22.1 Owners shall send written notification of intent to sell a unit to the Management Company.

22.2 Before showing a unit for sale, the unit owner or realtor shall contact the Management Company and obtain rules and other important information about selling a unit. When a contract for sale of the unit has been entered into, attorneys for both the seller and buyer should contact the Management Company so that all parties can secure necessary documents and other information prior to closing.

22.3 Lockboxes are not allowed anywhere on Association grounds or common areas.

22.4 The owner that is the seller shall provide the following to the buyer at or before the closing:

- (a) The Declaration of Condominium Ownership.
- (b) The By-Laws.
- (c) The Rules and Regulations.
- (d) Three (3) keys that should unlock the exterior entry doors.
- (e) Two (2) mailbox keys.
- (f) One (1) transmitter for the electric garage door opener.
- (g) All keys in their possession that unlock the unit entry door.

22.5 Owners may obtain additional keys from the Management Company that unlock the exterior entry doors. Such keys shall be returned to the Management Company before an owner sells a unit; deposits may not be transferred from one unit owner to another.

SECTION 23 - Leasing of Units

23.1 Owners shall send a written notification of intent to lease a unit to the Management Company.

23.2 Every lease shall be in writing and shall be subject to the provisions of the Illinois Condominium Property Act, the Declaration of Condominium Ownership, the By-Laws, the Rules and Regulations, and any other documents or instruments that govern the Association. Every lease shall contain the Rider to the Lease, which is attached as Exhibit to these Rules and Regulations.

23.3 Before a tenant moves into a unit, the owner shall provide to the Management Company a copy of the fully executed lease, which shall also include a fully executed copy of the Rider to the Lease and a completed census form. If any owner fails to provide the Management Company with a copy of these documents before the tenant moves into a unit, then 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 attorney's fees, will be the responsibility of the owner.

23.4 An owner shall not lease less than an entire unit. An owner shall not lease a unit for transient or hotel purposes. Every lease must be for a period of not less than two (2) years.

23.5 In the event the actions or omissions of any tenant or of the tenant's guests, invitees, agents, contractors, or pets, results in any violation of the Illinois Condominium Property Act, the Declaration of Condominium Ownership, the By-Laws, or the Rules and Regulations, the Board of Directors, in its discretion, may proceed with any action at law or in equity against both the tenant and the owner, including bringing an action in Forcible Entry and Detainer (eviction) to terminate the lease and to remove the tenant from the unit. Any costs incurred by the Association, including attorney's fees, will be the responsibility of the owner and shall further act as a lien against that owner's unit.

SECTION 24 - Owners to Provide Access and Information

24.1 If requested, owners shall provide the Management Company or the Board of Directors access to their unit or assigned storage room for any emergency purpose or to ensure compliance with these Rules and Regulations.

24.2 On an annual basis, owners and tenants shall provide the Management Company or the Board of Directors with a current completed census form.

24.3 Owners who do not reside in their unit shall provide the Management Company with their permanent residential address as well as home and cell telephone numbers and email address so they may be reached in an emergency. If an owner fails to provide this information, then that owner will have waived any right to receive notices (including Notices of Violation) at any address other than the address of the unit. The Association, the Management Company, and the Board of Directors shall not be liable for any loss, damage, injury, or prejudice to the rights of the owner caused by any delays in an owner receiving notices.

24.4 Owners shall notify the Management Company if their unit will be unoccupied for thirty (30) days or longer and shall provide a forwarding address to receive notices from the Management Company or the Board of Directors. If an owner fails to provide this information, then that owner will have waived any right to receive notices (including Notices of Violation) at any address other than the address of the unit. The

Association, the Management Company, and the Board of Directors shall not be liable for any loss, damage, injury, or prejudice to the rights of the owner caused by any delays in an owner receiving notices. All residents are asked to leave a car key with a neighbor if they plan on being away for any length of time.

SECTION 25 - Bulk Cable and Satellite Television

25.1 The Board of Directors has contracted with a cable television provider for bulk cable service which means that every unit in the Association receives the same programming at a substantially reduced rate. Each unit should receive one (1) remote and one (1) cable box from the cable television provider.

25.2 The charge for the bulk cable service shall be listed as a separate line item on the monthly assessment notice sent by the Management Company to the owner. The payment for the bulk service shall be made as part of an assessment payment. All provisions which apply to late or non-payment of assessments shall also apply to the late or non-payment of the charge for the bulk cable service.

25.3 Owners may obtain additional programming, hardware, or services from the cable television provider. If additional programming, hardware, or services are obtained by the owner, then any additional charges are the responsibility of the owner and should be billed directly to the owner by the cable television provider.

25.4 Owners may obtain additional programming, hardware, or services from a satellite television provider or a different cable television provider. Owners that choose to add such services are still responsible for the bulk cable service fee. If additional programming, hardware, or services are obtained by the owner, then any additional charges are the responsibility of the owner and should be billed directly to the owner by the provider. Satellite dishes are only allowed on balconies. Dishes shall be attached to a free standing post or tripod and shall not be attached to any part of the balcony, including the walls, railings, ceilings, door frames, or any other balcony area.

SECTION 26 - Utilities

26.1 Anyone that arranges for a service turn-on or any other type of service call from a utility company, which might require access to one of the mechanical or electrical rooms, should advise the Management Company at least one (1) full business day before the service technician arrives, so that access may be provided if needed.

26.2 The Association has made special arrangements to purchase gas for all units in the Association. Owners should contact the Management Company if they have any questions regarding this account. Owners shall not contact the gas company regarding the Association's account or make any attempt to set up a new account for their unit. Owners are advised that, in the past, such actions have caused a disruption of services

and significant billing problems for the entire Association.

26.3 The Association has an account with the City of Chicago for water. Owners should contact the Management Company if they have any questions regarding this account.

26.4 Owners should make their own arrangements for electricity, telephone, and internet service to their units.

SECTION 27 - Board of Directors

27.1 All members on the Board of Directors shall be elected from among the unit owners. All prospective and current board members shall be in good standing and have no unpaid assessments, late fees, violation fines, or other outstanding amounts.

27.2 All members on the Board of Directors are provided with a complete copy of the Declaration of Condominium Ownership, the By-Laws, and all exhibits and addendums to these documents. These copies are provided for the Board members during their terms in office. Upon resignation or termination from office, the outgoing Board member shall return their copy of all material to the Management Company within ten (10) business days of their last day in office. If any part of this material is not returned within ten (10) business days of their last day in office, a fee of fifty dollars (\$50.00) shall be assessed against the former Board member. This fee shall be added directly to that Board member's assessment account.

27.3 All members on the Board of Directors are provided with a high security master key for the buildings. This key is provided for the Board members during their terms in office. Upon resignation or termination from office, the outgoing Board member shall return this key to the Management Company within ten (10) business days of their last day in office. If this key is not returned within (10) business days of their last day in office, a fee of fifty dollars (\$50.00) shall be assessed against the former Board member. This fee shall be added directly to that Board member's assessment account.

27.4 As an alternative, the material specified in Section 27.2 and high security master key specified in Section 27.3 may be given to an incoming Board member by an outgoing Board member as long as this is done within ten (10) business days of the outgoing Board member's last day in office. Written acknowledgment of such a transfer of material and transfer of key must be made by both outgoing and incoming Board members and given to the Management Company within ten (10) business days of the outgoing Board member's last day in office. If the time lines specified are not followed, the fees specified in Sections 27.2 and 27.3 shall be assessed directly to the former Board members assessment account.

SECTION 28 - Amendments

The Rules and Regulations may be accepted, amended, changed or modified by a majority of the Board of Directors. Written notice shall be given to all owners advising them of any meeting where approval of an amendment, change, or modification to the Rules and Regulations is to be voted on by the Board, along with a copy of the amendment, change, or modification. The notice shall be sent to all owners at least ten (10) days and not more than thirty (30) days prior to the meeting.

SECTION 29 - Owner's Responsibility Under These Rules

29.1 Owners are responsible for their actions or omissions, as well as the actions or omissions of their guests, tenants, invitees, agents, contractors, or pets, which constitute a violation of the Rules and Regulations. The Board of Directors and the Management Company are specifically authorized to add any fines issued in response to such a violation to the assessment account of an owner and any unpaid assessment shall further act as a lien against that owner's unit.

29.2 Any costs associated with repairing any damage to common areas or limited common elements caused by the actions or omissions of any owner or of the owner's guests, tenants, invitees, agents, contractors, or pets, shall be paid for by that owner. Any other types of costs or other charges that were or will be incurred by the Association as a direct result from any actions or omissions of owners, as well as the actions or omissions of their guests, tenants, invitees, agents, contractors, or pets, which constitute a violation of the Rules and Regulations, shall also be paid for by that owner. The Board of Directors and the Management Company are specifically authorized to add these costs or charges to the assessment account of the owner and any unpaid assessment shall further act as a lien against that owner's unit.

29.3 In the event a violation of the Rules and Regulations is ongoing in nature, the Board of Directors may notify an owner that a violation must stop within a certain period of time. If an owner fails to stop the violation within this period of time, then any costs directly or indirectly associated with any actions taken by the Board to stop the violation, including but not limited to any reasonable attorney's fees, shall be paid for by the owner. The Board of Directors and the Management Company are specifically authorized to add these costs to the assessment account of the owner and any unpaid assessment shall further act as a lien against that owner's unit.

29.4 Any costs associated with repairing any fire or water damage to common areas or limited common elements that was caused by an appliance, sink, bathtub, shower, toilet, light fixture, or any other plumbing or electrical fixture or device in a unit shall be paid for by the owner. The Board of Directors and the Management Company are specifically authorized to add these costs to the assessment account of the owner and any unpaid assessment shall further act as a lien against that owner's unit.

29.5 Owners are responsible for any costs resulting from fire or water damage to other units or to the personal property of others that was caused by an appliance, sink, bathtub, shower, toilet, light fixture, or any other plumbing or electrical fixture or device in their unit. The Board of Directors and the Management Company are not authorized to add these costs to the assessment account of the owner.

29.6 Owners are responsible for any costs resulting from their actions or omissions that cause damage or injury to other persons, to other units, or to personal property of others, even if the actions or omissions do not constitute a violation of the Rules and Regulations. The Board of Directors and the Management Company are not authorized to add these costs to the assessment account of the owner.

29.7 Nothing in these Rules and Regulations is intended to limit any existing duties, obligations, or liabilities that may already exist in law.

SECTION 30 - Enforcement Provisions

30.1 In order to ensure compliance with these Rules and Regulations, the Board of Directors is authorized to enforce these Rules and Regulations in accordance with the guidelines provided in this Section (unless other provisions, elsewhere in these Rules and Regulations, provide more specific guidelines).

30.2 The identity of any owner or resident that files a complaint regarding a violation of these Rules and Regulations shall be kept strictly confidential by both the Management Company and the Board of Directors.

30.3 The requirements for filing a complaint regarding a violation of these Rules and Regulations are as follows:

- (a) The person filing the complaint must be a current owner or resident of River's Edge and must provide his or her full name on the complaint.
- (b) The complaint must be in writing.
- (c) The complaint must be sent to the Management Company within a reasonable amount of time after the alleged violation has occurred.

30.4 Upon receipt of a complaint regarding a violation of these Rules and Regulations, the Management Company shall send a copy of the complaint to the Board of Directors. After reviewing the complaint, the Board may direct the Management Company to send a Notice of Violation to the owner of the unit that appears responsible for the violation. Notices of Violation shall state as follows:

- (a) A brief description of the alleged conduct that is at issue.
- (b) The provision or provisions of the Rules and Regulations that were allegedly violated.
- (c) The owner has fifteen (15) days after the Notice was sent to

- request a hearing before the Board in order to dispute the allegations.
- (d) If the owner fails to request a hearing within this period of time, the allegations shall be considered admitted and a fine may be imposed by the Board.
 - (e) Instructions on how an owner may request a hearing date.

30.5 Notices of Violation shall be sent to the owner either:

- (a) via regular and certified mail with return receipt requested,
- (b) via regular mail and an express mail service with a signature requested, or
- (c) by two members of the Board placing the Notice under the entry door of the owner's unit.

30.6 In order to request a hearing, the owner, within fifteen (15) days of the Notice being sent, must telephone the Management Company, must speak to someone in the Management Company's office designated to schedule hearings, and must schedule a date for the hearing. A request for a hearing is not considered valid and complete, unless the owner obtains a date for the hearing from the Management Company. The following additional requirements also apply to hearings:

- (a) The hearing shall be held within sixty (60) days of the Notice being sent.
- (b) The hearing shall be conducted before at least three (3) members of the Board.
- (c) The hearing shall be scheduled after the adjournment of a Board meeting (in the same location as the Board meeting).
- (d) At the hearing, the owner will be provided a maximum of twenty minutes to address the Board Members present and present any evidence in support of the owner's position.

30.7 Unless the provision that was violated provides a different schedule of fines, the fines that may be imposed by the Board of Directors are as follows:

VIOLATION/OFFENSE	MAXIMUM FINE
First	Warning
Second	\$100.00
Third	\$250.00
Fourth & subsequent	\$1,000.00

30.8 When a violation appears to be ongoing and continuous, the majority of the Board shall determine the amount of time that the owner should reasonably need in order to stop the violation. In all cases, the Board shall provide owners no less than three (3) and no more than thirty (30) days to stop ongoing and continuous violations. If an owner fails to stop a violation within the time period determined by the Board, the Board is specifically authorized to treat any complaints filed thereafter regarding the same violation as subsequent offenses. Notices of Violation sent regarding ongoing and continuous violations, in addition to the information required in Rule 30.4, shall state as follows:

- (a) The Board believes that the alleged violation at issue is ongoing and continuous.
- (b) The number of days that the Board believes the owner should reasonably need to stop the violation from occurring.
- (c) If the owner fails to stop the alleged violation within this time period, then any complaints that are filed thereafter for the same violation may be treated as subsequent violations and additional fines may be issued by the Board.

30.9 Under these Rules and Regulations, if an owner creates a situation that costs the Association money (for example, causes damage to a common area), then the owner will be responsible for any costs and charges that result. In the event the Board believes that an owner may be responsible for such costs or charges, before the costs or charges are placed on the owner's assessment account, a Notice of Violation must be sent to the owner. This Notice, in addition to the information required in Rule 30.4, shall state as follows:

- (a) The amount of the costs or other charges, along with a brief description of how these costs or other charges were or will be incurred.
- (b) The owner has fifteen (15) days after the Notice is sent to request a hearing before the Board in order to dispute whether they should be responsible for these costs or other charges.
- (c) If the owner fails to request a hearing within this period of time, the allegations shall be considered admitted and the costs or other charges may be imposed by the Board of Directors.

30.10 The Board of Directors is specifically authorized to impose a fine, costs, or other charges against an owner for a violation as long as one of the following is true:

- (a) The owner failed to request a hearing within fifteen (15) days of the Notice being sent.
- (b) The owner failed to appear at a scheduled hearing.
- (c) A majority of the members of the Board at the hearing believe that a violation did occur and that the unit which received the Notice of Violation is responsible for the violation.

30.11 Any fine, costs, or any other charges that are added to the assessment account of an owner are due and payable with the next assessment. Should the owner not pay the fine, costs, or other charges, the Association shall attempt to collect the debt in a manner consistent with the Collection Policy for Assessments, as provided in the Addendum (Exhibit A). Any and all costs expended to collect any fine, costs, or other charges, including reasonable attorney's fees, shall be the responsibility of the owner.

SECTION 31 - Definitions

In the event a term is not defined in the Rules and Regulations (either in this section or in any of the sections above), then the term may be defined by looking for the definition in the following places, in the order that they appear below:

- (1) The Declaration for Condominium Ownership
- (2) The By-Laws
- (3) The common usage of the term as used within the Association
- (4) The commonly understood meaning of the term as indicated by both the context with which it is found and its dictionary definition.

Assessment - Any amount which the Board of Directors may assess or levy against an owner, either individually or collectively, including regular monthly assessments, special assessment, bulk cable charges, move-in or move-out fees, or any other costs or charges that may be levied against an owner pursuant to the Declaration of Condominium Ownership, the By-Laws, or the Rules and Regulations.

Association - Either the River's Edge Condominium Association No. 1, an Illinois Not-for-Profit Corporation and a Condominium Association organized pursuant to the Illinois Condominium Property Act, or the River's Edge Homeowner's Association, an Illinois Not-for-Profit Corporation, whichever is more appropriate based upon the context in which the term appears.

Association Grounds - All the land that is part of the Association, or more specifically the real property against which the Declaration of Condominium Ownership has been recorded, as well as any plants and items of personal property located in these areas that are owned by the Association, excluding the building themselves.

Board or Board of Directors - The Board of Directors of the Condominium Association or the Homeowner's Association.

Business Days - Any days that the Management Company is open for business, typically Mondays through Fridays from 9:00 a.m. to 4:30 p.m., excluding certain national and other holidays.

By-Laws - The By-Laws of the Association, as this document may be amended from time to time.

Clear and Conspicuous Warning Sign - A warning sign that is large enough and posted in such a manner so that anyone near the area would see any message on the sign before they would encounter any problems.

Common Areas - Any interior part of a building or grounds that is owned by the Association, which may be used by all owners, as well as any personal property located in these areas that is owned by the Association.

Declaration of Condominium Ownership - The Declaration of Condominium Ownership for the Association, as it was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and as this document may be amended from time to time.

Emergency Vehicles - Ambulances, fire trucks, police cars, and any other similar types of vehicles used by emergency personnel, as long as such vehicles are being utilized in connection with providing services for the health, safety, and welfare of anyone in the Association.

Grocery Cart, Commercial - A cart, which by its shape and appearance was clearly designed primarily for the purpose of transporting groceries in a retail store and is larger than a personal grocery cart.

Grocery Cart, Personal - A cart that has the approximate dimensions of 33 inches (height), by 18 inches (width), by 16 inches (deep), which by its shape and appearance was clearly designed primarily for the purpose of transporting groceries.

Illegally Parked Vehicles - Any vehicles that are parked in a manner inconsistent with the parking regulations of the City of Chicago or of the Association.

Large Items - Items of a size or dimension that is similar in nature to furniture, kitchen appliances, mattresses/box springs, or rolls of carpet.

Limited Common Element - Any part of a building that is owned by the Association, but is designated by the Association for the exclusive use of a designated group of owners.

Maintenance Vehicles - Vehicles used by utility companies or contractors that are being utilized in connection with the performance of repairs or other services for anyone in the Association.

Major Repairs to Vehicles - Any repairs that are made to a vehicle that would more likely be done by an auto mechanic in a garage rather than by an owner of a vehicle in a residence.

Management Company - The company that is employed by the Association to manage the day-to-day administration of the Association in a manner directed by the Board of Directors.

Owner - The owner or owners of a unit, as revealed by the public records. Where the owner is a trust, the beneficiary of the trust or any person having the exclusive power of direction over the trust, will be deemed to be the owner.

Resident - Any person who resides in the Association.

Rules and Regulations - The Rules and Regulations of the Association, as adopted by the Board of Directors.

Specific Permission or Authority - Permission or authority to do some act that is granted by the Board of Directors with the full knowledge of the facts and circumstances of the event or issue. This type of permission or authority may not be assumed, perpetual, continuing, or on-going.

Unit - The part of the Association which is owned exclusively by an owner.

Warning Sticker - A special type of notice that is designed to be affixed to a window of a car warning the owner that the vehicle may be towed away. These stickers are also used by the Association to warn owners that an item of personal property may be removed.

APPENDIX

ADDENDUM NUMBER 1: **SUGGESTIONS FOR FIRE SAFETY EVACUATION FROM THE CITY OF CHICAGO FIRE DEPARTMENT**

IF A FIRE OCCURS IN YOUR UNIT

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.

ADDENDUM NUMBER 2: **THE FLAG CODE**

The Flag Code

Title 4, United States Code, Chapter 1

§ 5. Display and use of flag by civilians; codification of rules and customs; definition

The following codification of existing rules and customs pertaining to the display and use of the flag of the United States of America is established for the use of such civilians or civilian groups or organizations as may not be required to conform with regulations promulgated by one or more executive departments of the Government of the United States. The flag of the United States for the purpose of this chapter shall be defined according to sections 1 and 2 of this title and Executive Order 10834 issued pursuant thereto.

§ 6. Time and occasions for display

(a) It is the universal custom to display the flag only from sunrise to sunset on buildings and on stationary flagstaves in the open. However, when a patriotic effect is desired, the flag may be displayed 24 hours a day if properly illuminated during the hours of darkness.

(b) The flag should be hoisted briskly and lowered ceremoniously.

(c) The flag should not be displayed on days when the weather is inclement, except when an all weather flag is displayed.

(d) The flag should be displayed on all days, especially on New Year's Day, January 1; Inauguration Day, January 20; Martin Luther King, Jr.'s birthday, the third Monday in January; Lincoln's Birthday, February 12; Washington's Birthday, third Monday in February; Easter Sunday (variable); Mother's Day, second Sunday in May; Armed Forces Day, third Saturday in May; Memorial Day (half-staff until noon), the last Monday in May; Flag Day, June 14; Independence Day, July 4; Labor Day, first Monday in September; Constitution Day, September 17; Columbus Day, second Monday in October; Navy Day, October 27; Veterans Day, November 11; Thanksgiving Day, fourth Thursday in November; Christmas Day, December 25; and such other days as may be proclaimed by the President of the United States; the birthdays of States (date of admission); and on State holidays.

(e) The flag should be displayed daily on or near the main administration building of every public institution.

(f) The flag should be displayed in or near every polling place on election days.

(g) The flag should be displayed during school days in or near every schoolhouse.

§ 7. Position and manner of display

The flag, when carried in a procession with another flag or flags, should be either on the marching right; that is, the flag's own right, or, if there is a line of other flags, in front of the center of that line.

(a) The flag should not be displayed on a float in a parade except from a staff, or as provided in subsection (i) of this section.

(b) The flag should not be draped over the hood, top, sides, or back of a vehicle or of a railroad train or a boat. When the flag is displayed on a motorcar, the staff shall be fixed firmly to the chassis or clamped to the right fender.

(c) No other flag or pennant should be placed above or, if on the same level, to the right of the flag of the United States of America, except during church services conducted by naval chaplains at sea, when the church pennant may be flown above the flag during church services for the personnel of the Navy. No person shall display the flag of the United Nations or any other national or international flag equal, above, or in a position of superior prominence or honor to, or in place of, the flag of the United States at any place within the United States or any Territory or possession thereof: Provided, That nothing in this section shall make unlawful the continuance of the practice heretofore followed of displaying the flag of the United Nations in a position of superior prominence or honor, and other national flags in positions of equal prominence or honor, with that of the flag of the United States at the headquarters of the United Nations.

(d) The flag of the United States of America, when it is displayed with another flag against a wall from crossed staffs, should be on the right, the flag's own right, and its staff should be in front of the staff of the other flag.

(e) The flag of the United States of America should be at the center and at the highest point of the group when a number of flags of States or localities or pennants of societies are grouped and displayed from staffs.

(f) When flags of States, cities, or localities, or pennants of societies are flown on the same halyard with the flag of the United States, the latter should always be at the peak. When the flags are flown from adjacent staffs, the flag of the United States should be hoisted first and lowered last. No such flag or pennant may be placed above the flag of the United States or to the United States flag's right.

(g) When flags of two or more nations are displayed, they are to be flown from separate staffs of the same height. The flags should be of approximately equal size. International usage forbids the display of the flag of one nation above that of another nation in time of peace.

(h) When the flag of the United States is displayed from a staff projecting horizontally or at an angle from the window sill, balcony, or front of a building, the union of the flag should be placed at the peak of the staff unless the flag is at half-staff. When the flag is suspended over a sidewalk from a rope extending from a house to a pole at the edge of the sidewalk, the flag should be hoisted out, union first, from the building.

(i) When displayed either horizontally or vertically against a wall, the union should be uppermost and to the flag's own right, that is, to the observer's left. When displayed in a window, the flag should be displayed in the same way, with the union or blue field to the left of the observer in the street.

(j) When the flag is displayed over the middle of the street, it should be suspended vertically with the union to the north in an east and west street or to the east in a north and south street.

(k) When used on a speaker's platform, the flag, if displayed flat, should be displayed above and behind the speaker. When displayed from a staff in a church or public auditorium, the flag of the United States of America should hold the position of superior prominence, in advance of the audience, and in the position of honor at the clergyman's or speaker's right as he faces the audience. Any other flag so displayed should be placed on the left of the clergyman or speaker or to the right of the audience.

(l) The flag should form a distinctive feature of the ceremony of unveiling a statue or monument, but it should never be used as the covering for the statue or monument.

(m) The flag, when flown at half-staff, should be first hoisted to the peak for an instant and then lowered to the half-staff position. The flag should be again raised to the peak before it is lowered for the day. On Memorial Day the flag should be displayed at half-staff until noon only, then raised to the top of the staff. By order of the President, the flag shall be flown at half-staff upon the death of principal figures of the United States Government and the Governor of a State, territory, or possession, as a mark of respect to their memory. In the event of the death of other officials or foreign dignitaries, the flag is to be displayed at half-staff according to Presidential instructions or orders, or in accordance with recognized customs or practices not inconsistent with law. In the event of the death of a present or former official of the government of any State, territory, or possession of the United States, the Governor of that State, territory, or possession may proclaim that the National flag shall be flown at half-staff. The flag shall be flown at half-staff 30 days from the death of the President or a former President; 10 days from the day of death of the

Vice President, the Chief Justice or a retired Chief Justice of the United States, or the Speaker of the House of Representatives; from the day of death until interment of an Associate Justice of the Supreme Court, a Secretary of an executive or military department, a former Vice President, or the Governor of a State, territory, or possession; and on the day of death and the following day for a Member of Congress. The flag shall be flown at half-staff on Peace Officers Memorial Day, unless that day is also Armed Forces Day. As used in this subsection –

- (1) the term "half-staff" means the position of the flag when it is one-half the distance between the top and bottom of the staff;
- (2) the term "executive or military department" means any agency listed under sections 101 and 102 of title 5, United States Code; and
- (3) the term "Member of Congress" means a Senator, a representative, a Delegate, or the Resident Commissioner from Puerto Rico.

(n) When the flag is used to cover a casket, it should be so placed that the union is at the head and over the left shoulder. The flag should not be lowered into the grave or allowed to touch the ground.

(o) When the flag is suspended across a corridor or lobby in a building with only one main entrance, it should be suspended vertically with the union of the flag to the observer's left upon entering. If the building has more than one main entrance, the flag should be suspended vertically near the center of the corridor or lobby with the union to the north, when entrances are to the east and west or to the east when entrances are to the north and south. If there are entrances in more than two directions, the union should be to the east.

§ 8. Respect for flag

No disrespect should be shown to the flag of the United States of America; the flag should not be dipped to any person or thing. Regimental colors, State flags, and organization or institutional flags are to be dipped as a mark of honor.

(a) The flag should never be displayed with the union down, except as a signal of dire distress in instances of extreme danger to life or property.

(b) The flag should never touch anything beneath it, such as the ground, the floor, water, or merchandise.

(c) The flag should never be carried flat or horizontally, but always aloft and free.

(d) The flag should never be used as wearing apparel, bedding, or drapery. It should never be festooned, drawn back, nor up, in folds, but always allowed to fall free.

Bunting of blue, white, and red, always arranged with the blue above, the white in the middle, and the red below, should be used for covering a speaker's desk, draping the front of the platform, and for decoration in general.

(e) The flag should never be fastened, displayed, used, or stored in such a manner as to permit it to be easily torn, soiled, or damaged in any way.

(f) The flag should never be used as a covering for a ceiling.

(g) The flag should never have placed upon it, nor on any part of it, nor attached to it any mark, insignia, letter, word, figure, design, picture, or drawing of any nature.

(h) The flag should never be used as a receptacle for receiving, holding, carrying, or delivering anything.

(i) The flag should never be used for advertising purposes in any manner whatsoever. It should not be embroidered on such articles as cushions or handkerchiefs and the like, printed or otherwise impressed on paper napkins or boxes or anything that is designed for temporary use and discard. Advertising signs should not be fastened to a staff or halyard from which the flag is flown.

(j) No part of the flag should ever be used as a costume or athletic uniform. However, a flag patch may be affixed to the uniform of military personnel, firemen, policemen, and members of patriotic organizations. The flag represents a living country and is itself considered a living thing. Therefore, the lapel flag pin being a replica, should be worn on the left lapel near the heart.

(k) The flag, when it is in such condition that it is no longer a fitting emblem for display, should be destroyed in a dignified way, preferably by burning.

§ 9. Conduct during hoisting, lowering or passing of flag

During the ceremony of hoisting or lowering the flag or when the flag is passing in a parade or in review, all present except those in uniform should face the flag and stand at attention with the right hand over the heart. Those present in uniform should render the military salute. When not in uniform, men should remove their headdress with their right hand and hold it at the left shoulder, the hand being over the heart. Aliens should stand at attention. The salute to the flag in a moving column should be rendered at the moment the flag passes.

§ 10. Modification of rules and customs by President

Any rule or custom pertaining to the display of the flag of the United States of America, set forth herein, may be altered, modified, or repealed, or additional rules with respect thereto may be prescribed, by the Commander in Chief of the Armed Forces of the United States, whenever he deems it to be appropriate or desirable; and any such alteration or additional rule shall be set forth in a proclamation.

ADDENDUM NUMBER 3:

THE CARBON MONOXIDE ALARM DETECTOR ACT

Public Act 094-0741

HB5284 Enrolled; LRB094 17775 LCT 53074 b

Section 1. Short title.

This Act may be cited as the "Carbon Monoxide Alarm Detector Act."

Section 5. Definitions.

In this Act: "Approved carbon monoxide alarm" or "alarm" means a carbon monoxide alarm that complies with all the requirements of the rules and regulations of the Illinois State

Fire Marshal, bears the label of a nationally recognized testing laboratory, and complies with the most recent standards of the Underwriters Laboratories or the Canadian Standard Association. "Dwelling unit" means a room or suite of rooms used for human habitation, and includes a single family residence as well as each living unit of a multiple family residence and each living unit in a mixed use building.

Section 10. Carbon monoxide detector.

(a) Every dwelling unit shall be equipped with at least one approved carbon monoxide alarm in an operating condition within 15 feet of every room used for sleeping purposes. The carbon monoxide alarm may be combined with smoke detecting devices provided that the combined unit complies with the respective provisions of the administrative code, reference standards, and departmental rules relating to both smoke detecting devices and carbon monoxide alarms and provided that the combined unit emits an alarm in a manner that clearly differentiates the hazard.

(b) Every structure that contains more than one dwelling unit shall contain at least one approved carbon monoxide alarm in operating condition within 15 feet of every room used for sleeping purposes.

(c) It is the responsibility of the owner of a structure to supply and install all required alarms. It is the responsibility of a tenant to test and to provide general maintenance for the alarms within the tenant's dwelling unit or rooming unit, and to notify the owner or the authorized agent of the owner in writing of any deficiencies that the tenant cannot correct. The owner is responsible for providing one tenant per dwelling unit with written information regarding alarm testing and maintenance. The tenant is responsible for replacement of any required batteries in the carbon monoxide alarms in the tenant's dwelling unit, except that the owner shall ensure that the batteries are in operating condition at the time the tenant takes possession of the dwelling unit. The tenant shall provide the owner or the authorized agent of the owner with access to the dwelling unit to correct any deficiencies in the carbon monoxide alarm that have been reported in writing to the owner or the authorized agent of the owner.

(d) The carbon monoxide alarms required under this Act may be either battery powered, plug-in with battery back-up, or wired into the structure's AC power line with secondary battery back-up.

Section 15. Violation.

(a) Willful failure to install or maintain in operating condition any carbon monoxide alarm required by this Act is a Class B misdemeanor.

(b) Tampering with, removing, destroying, disconnecting, or removing the batteries from any installed carbon monoxide alarm, except in the course of inspection, maintenance, or replacement of the alarm, is a Class A misdemeanor in the case of a first conviction and a Class 4 felony in the case of a second or subsequent conviction.

Section 20. Exemptions.

The following residential units shall not require carbon monoxide detectors:

(1) A residential unit in a building that: (i) does not rely on combustion of a fossil fuel for heat, ventilation, or hot water; (ii) is not connected in any way to a garage; and (iii) is not sufficiently close to any ventilated source of carbon monoxide, as determined by the local building commissioner, to receive carbon monoxide from that source.

(2) A residential unit that is not sufficiently close to any source of carbon monoxide so as to be at risk of receiving carbon monoxide from that source, as determined by the local building commissioner.

EXHIBITS:

Exhibit A: Condominium Association Resolution Regarding Collections of Assessments and Fees.

Exhibit B: Homeowner's Association Resolution Regarding Collections of Assessments and Fees.

Exhibit C: Resolution Regarding Cable Television Service.

Exhibit D: Resolution Regarding Special and Limited Exception for Storage of Items in Garages.

Exhibit E: Resolution Regarding Pest Management Plan and Rules for Bed Bug Detection and Remediation.

Exhibit F: Resolution Regarding Window/Balcony Sliding Door Replacement

Exhibit G: Resolution Regarding Balcony Floor Covering Replacement

Exhibit H: Rider to Lease

Exhibit I: Violation Complaint Form

Exhibit J: Notice of Violation

River's Edge Condominium Association
Resolution Regarding Collection of Assessments and Fees

Pursuant to all applicable provisions of the Illinois Condominium Property Act and the Declaration of Condominium Ownership, the Board of Directors of the River's Edge Condominium Association (also known as the River's Edge Condominium Association No.1 and hereinafter referred to as the "Association") hereby resolves as follows concerning the collection of assessments:

1. Unit owners are obligated to pay their proportionate share of the Association's common expenses and other charges or payments that the condominium documents require unit owners to pay.
2. The Association's Board of Directors is authorized to pursue remedies, including but not limited to the hiring of attorneys for the purpose of collection and the filing of lawsuits to collect sums due and owing to the Association from any unit owner.
3. The Association's Board of Directors has determined that any account balance assessed to a unit, whether comprised of assessments or other charges, which remains unpaid in whole or in part for at least forty-five (45) days after the first day of the month when it first comes due shall be referred to legal counsel for commencement of collection proceedings. The Board reserves the right to delay referral of the unit with a balance of less than four hundred dollars (\$400.00). Any expenses incurred by the Association for collection proceedings, including but not limited to reasonable attorney's fees, shall be added to and collected as part of a balance owed on a unit's assessment account.

Adopted by the Board of Directors of the River's Edge Condominium Association on this 15th day of May, 2008.

By: 
Ryan Krueger, President

Attested by: 
Ilse Wilnewic, Treasurer

Exhibit A

**Resolution Regarding Assignment of Rights to Collect
Assessments and Fees for the River's Edge
Homeowners Association**

Pursuant to all applicable provisions of the Illinois Condominium Property Act and the Homeowners Declaration, the Board of Directors of the River's Edge Homeowners Association (hereinafter referred to as the "Association") hereby resolves as follows concerning the collection of assessments:

1. Owners are obligated to pay their share of the Association's common expenses, as well as any other charges or payments that the Association's documents require owners to pay.
2. The Association's Board of Directors is authorized to pursue remedies, including but not limited to the hiring of attorneys for the purpose of collection and the filing of lawsuits to collect sums due and owing to the Association from any owner.
3. The Association's Board of Directors' right to collect any account balance assessed to an owner in the Association, whether comprised of assessments or other charges, that is unpaid in whole or in part, shall be hereinafter assigned to the Board of Directors of the River's Edge Condominium Association (also known as River's Edge Condominium Association No.1).

Adopted by the Board of Directors of the River's Edge Homeowners Association on this 15th day of May, 2008.

By: *Ilse Wilnewic*
Ilse Wilnewic, President

Attested by: *Hans & Kaim*
Hans Kaim, Treasurer

Pursuant to all applicable provisions of the Illinois Condominium Property Act and the Declaration of Condominium Ownership, the Board of Directors of the River's Edge Condominium Association (also known as River's Edge Condominium Association No.1) hereby accepts the assignment of rights to collect any account balance assessed to an owner in the River's Edge Homeowners Association (hereinafter the "Homeowners Association"), whether comprised of assessments or other charges, that is unpaid in whole or in part, and to turn over any monies collected pursuant to this assignment to the Homeowners Association. Adopted by the Board of Directors of the River's Edge Condominium Association No. 1 on this 15th day of May, 2008.

By: *Ryan Krueger*
Ryan Krueger, President

Attested by: *Ilse Wilnewic*
Ilse Wilnewic, Treasurer

Exhibit B

River's Edge Condominium Association
Resolution Regarding Cable Television Service

Pursuant to all applicable provisions of the Illinois Condominium Property Act, the Board of Directors of the River's Edge Condominium Association (also known as the River's Edge Condominium Association No.1 and hereinafter referred to as the "Association") hereby makes the following resolutions concerning the providing of cable television services to the Association and the billing for those services to unit owners:

1. The Board of Directors has determined that it is in the best interests of the Association to (continue to) obtain and make available cable television services to all unit owners on a bulk identical services basis.
2. The cost for such services shall be recovered as a common expense assessed to each and every unit on the same equal cost per unit. The monthly assessment statements sent to each unit owner shall list the expense for such services (on an equal cost per unit basis) as a separate line item. The Association shall maintain a separate ledger or accounting of all monies collected pursuant to this line item and any monies collected shall only be used for the payment of the common expense of cable television services and for no other purpose whatsoever.
3. As the cable services provider may, from time to time, increase the cost for such services provided to the Association, the Board of Directors may determine that it is in the best interest of the Association to collect an amount above the actual cost for such services to be used to make up for potential shortfalls if the cost for such services is increased and the amount of the separate line item for cable television services on the monthly assessments is not simultaneously increased; however, any monies collected pursuant to this separate line item shall only be used for the payment of the common expense of cable television services.
4. It is the understanding of the Board of Directors that additional services (or upgraded services) have been made available by the cable services provider to the unit owners. Any additional services (or upgraded services) elected by and agreed upon between the unit owner (or the authorized unit occupant) and the cable services provider shall be the sole responsibility of the unit owner (or authorized unit occupant). Any charges, fees, or other costs associated with additional services shall be billed directly to the unit owner (or authorized unit occupant) and will not be part of what is billed to or paid by the Association.

Adopted by the Board of Directors of the River's Edge Condominium Association on this 15th day of May, 2008.

By: 
Ryan Krueger, President

Attested by: 
Ilse Wilnewic, Treasurer

Exhibit C

River's Edge Condominium Association
Resolution Regarding Special and Limited Exception
for Storage of Items in Garages

The Board of Directors of the River's Edge Condominium Association (also known as the River's Edge Condominium Association No.1 and hereinafter referred to as the "Association") hereby makes the following resolutions concerning the storage of items in garages in violation of the Association's Rules and Regulations:

1. The Rules and Regulations allow owners to store certain specific items in the garages and prohibit all other types of items.
2. The Board of Directors has determined that it is both reasonable and appropriate to allow a special and limited exception to this rule regarding storage of items in the garages.
3. Unit owners will be granted a special and limited exception for the storage of a specific item in the event the Board finds that all of the following are true regarding an item:
 - a. The Board has not received any complaints regarding the storage of this item prior to May 1, 2006.
 - b. This item has been stored in essentially the same spot since May 1, 2006.
 - c. It is not possible to store the item in the storage room assigned to the unit owner (assuming that the storage room was totally empty).
 - d. The item would not typically be stored inside a residence.
 - e. The storage of this item does not violate any other Rules or Regulations (other than the rules regarding personal storage in common areas).
 - f. The storage of this item does not create any health or safety concerns.

Adopted by the Board of Directors of the River's Edge Condominium Association on this 15th day of May, 2008.

By: 
Ryan Krueger, President

Attested by: 
Dan Harnett, Secretary

Exhibit D

**RIVER'S EDGE CONDOMINIUM ASSOCIATION RESOLUTION
REGARDING PEST MANAGEMENT PLAN AND
RULES FOR BED BUG DETECTION AND REMEDIATION**

1. The Board of Directors for River's Edge Condominium Association has determined that it is in the best interest of its owners, residents and guests that a well-established policy be adopted and disseminated to the Association's owners regarding its procedures related to bed bugs.

2. In recent years, bed bugs have become a serious threat to the health, safety, and property of individuals living in close proximity with others. The Association is highly susceptible to bed bug infestations because of the closeness of its units and the shared common elements accessible by all unit owners and residents. This issue is made even more serious due to the fact that bed bugs reproduce and spread at a high rate and are sometimes difficult to detect and always difficult to remediate once an infestation is detected.

3. The Association shall take an aggressive position regarding preventative measures to ensure that bed bugs do not become a serious issue. If bed bugs are detected, the Association will aggressively work to ensure that the known infestations are remediated so they do not spread. As of the date that this policy is being adopted by the Board of Directors, the following procedures shall be followed by the Association related to the detection/remediation of bed bugs:

(A) Voluntary Inspections - the Association shall engage the services of a bed bug detection service. This detection service may include the use of trained bed bug detection dogs as they are a most effective tool in locating bed bugs that may be too small to see by human inspections. Reasonable accommodations may be made by the Board of Directors under certain circumstances. The Association shall conduct voluntary inspections at least one time a year. The Association shall advise unit owners well in advance of any voluntary inspection. Units WILL NOT be entered without the permission of the owner for voluntary inspections. The cost of voluntary inspections shall be the responsibility of the Association.

(B) Owner/Tenant Responsibility - Each owner and tenant of a unit in the Association shall immediately notify, in writing, the manager of any known or reasonably suspected bed bug infestation in the presence of the unit, clothing, furniture, or other personal property located in the building. The failure to comply with this provision shall constitute a violation of the rules and regulations of the Association. In the event bed bugs are discovered and/or reasonably suspected to be present, the owner/tenant shall cooperate with the Association in the control, treatment and eradication of the bed bug infestation found or suspected in the unit. As part of that cooperation, the owner/tenant shall:

- (1) not interfere with inspections or treatments;
- (2) after reasonable notice in writing to the owner/tenant. grant access at reasonable times to the unit for purposes of bed bug infestations, inspection or treatment;
- (3) make any necessary preparations, such as cleaning, dusting, or vacuuming, prior to treatment in accordance with any pest management professionals recommendation; and
- (4) dispose of any personal property that a pest management professional has determined cannot be treated before the treatment of the unit.
- (5) prior to removing any personal property from the unit, safely enclosed in a plastic bag any such personal property while it is being moved through any common element/area of the building, or stored at any other location. The personal property shall remain enclosed in the plastic bag until such times that the property is either properly disposed of or treated so no evidence of bed bug infestation can be found and verified.

Prior to the mandatory inspection or treatment for bed bug infestation, the Management Company shall send a written notice to the owner/tenant of the unit to be inspected or treated which advises the owner/tenant of the respective responsibilities under this plan and sets forth the specific preparations required by the owner/tenant.

(C) Mandatory Inspections - Upon the detection of a bed bug infestation, certain units shall be subject to mandatory inspection, and if necessary, treatment by the bed bug detection service. Those units will be those directly next to the infested unit, and above and below it. The inspection and treatment shall be continued until no further infestation is detected. This is because bed bugs have the ability to move easily between units that share a wall or floor/ceiling. Mandatory inspections are vital in the effort to completely remediate a bed bug infestation. The Association shall advise members well in advance of any mandatory inspection. Units WILL be entered with or without permission of the owner for mandatory inspections. If access is denied after notice by the Association, the Association shall fine unit owner \$25.00 daily and proceed with legal action to gain access and seek recovery of any and all costs/fees associated with gaining the owner's cooperation. In the event the owner/tenant initially brings the existence of bed bugs to the attention of the Management Company, and cooperates with subsequent inspections and treatment, or in the event the presence of bed bugs is discovered via the voluntary inspection procedure, the cost of mandatory inspections and treatment shall be the responsibility of the Association. In the event the existence of bed bugs is not reported by the owner/tenant, and the owner/tenant has refused to permit the voluntary inspection of the unit by the Association, in the event bed bugs are discovered in the unit, the resulting treatment and further inspections/treatment is the responsibility of the aforesaid owner.

(D) Treatment - The Association shall engage the services of a bed bug remediation service for use by all members with known bed bug infestations. By the Association engaging one service, it can ensure that the cost is controlled and the quality of service maintained as opposed to each member obtaining separate services. This will ensure that the infestation does not get worse or spread to other units. Units with known infestation MUST follow the instructions of the remediation service to prepare their unit in advance of the remediation. Failure to properly prepare a unit after notice by the Association will result in a violation notice, and after a hearing, the imposition of a daily fine for every day of non-compliance in an amount to be determined by the Board. Alternatively, the Association may proceed with legal action to gain access to the unit to conduct the necessary preparation and seek recovery of any and all costs/fees associated with the preparation and gaining the owner's cooperation.

(E) Recordkeeping/Reporting Requirements - The Management Company shall maintain written records of any pest control measures performed by a pest management professional in the building and any report prepared by the pest management professional. The plan and records shall be:

- (1) maintained either on-site in the building or at the Association's management office;
- (2) maintained for three (3) years;
- (3) open to inspection upon request by authorized city personnel, including but not limited to, employees of the Departments of Health and Buildings.

Adopted by the Board of Directors of the River's Edge Condominium Association on

this 29th day of July, 2014

Ilse Wilnewic
Ilse Wilnewic, President

Carmen Pinto
Carmen Pinto, Secretary

**RIVER'S EDGE CONDOMINIUM ASSOCIATION RESOLUTION
REGARDING WINDOW AND BALCONY SLIDING DOOR REPLACEMENT**

WHEREAS, the River's Edge #1 Condominium Association ("Association") is an Illinois not-for-profit Corporation, organized and operating for the purpose of administering and maintaining the Common Areas at the property commonly known as River's Edge #1 Condominium Association; and

WHEREAS, the Association is administered by a duly elected Board of Directors in accordance with a certain Declaration of Condominium Ownership and By-Laws; and

WHEREAS, the board of Directors has the authority to adopt rules and regulations regarding the maintenance, operation and aesthetics of the property; and

WHEREAS, pursuant to the Declaration, the unit owners are responsible for the repair, replacement, and maintenance of the units and the limited common elements of their unit; and

WHEREAS, pursuant to Section 4.1(a)(5) of the Illinois Condominium Property Act any perimeter windows in perimeter walls, balcony sliding door, and any other apparatus designed to serve a single unit shall be deemed a limited common element of said unit; and

WHEREAS, pursuant to the Declaration, the Board has architectural control over any alterations to the exterior of the unit, including replacement of windows and balcony sliding door; and

WHEREAS, the Board has determined that it is in the best interest of the Association to set standard requirements on the type, manufacturer, style, and color of the windows and balcony sliding door on the exterior of the unit.

NOW, THEREFORE, be it resolved:

1. Each owner is responsible for the payment of their replacement windows and balcony sliding door.
2. The replacement window(s) or balcony sliding door must be installed per approved specifications which are on file with the Management Company. Installation must be done by one of the approved vendors that are on file with the Management Company.
3. The Board requires that all unit owners advise the Management Company, in writing, of their intent to replace their windows or balcony sliding door.
4. Windows or balcony sliding door that are installed without approval or are incorrect style/type/color are subject to removal at the owner's expense.

Adopted by the Board of Directors at the River's Edge Condominium Association on this

29th day of July, 2014.

Ilse Wilnewic

Ilse Wilnewic, President

Carmen Pinto
Carmen Pinto, Secretary

**RIVER'S EDGE CONDOMINIUM ASSOCIATION RESOLUTION
REGARDING BALCONY FLOOR COVERING REPLACEMENT**

WHEREAS, the River's Edge #1 Condominium Association ("Association") is an Illinois not-for-profit Corporation, organized and operating for the purpose of administering and maintaining the Common Areas at the property commonly known as River's Edge #1 Condominium Association; and

WHEREAS, the Association is administered by a duly elected Board of Directors in accordance with a certain Declaration of Condominium Ownership and By-Laws; and

WHEREAS, the board of Directors has the authority to adopt rules and regulations regarding the maintenance, operation and aesthetics of the property; and

WHEREAS, pursuant to the Declaration, the unit owners are responsible for the repair, replacement, and maintenance of the units and the limited common elements of their unit; and

WHEREAS, pursuant to Section 4.1(a)(5) of the Illinois Condominium Property Act, any balcony floor covering and any other apparatus designed to serve a single unit shall be deemed a limited common element of said unit; and

WHEREAS, pursuant to the Declaration, the Board has architectural control over any alterations to the exterior of the unit, including replacement of balcony floor covering; and

WHEREAS, the Board has determined that it is in the best interest of the Association to set standard requirements on the type, manufacturer, style, and color of the balcony floor covering on the exterior of the unit.

NOW, THEREFORE, be it resolved:

1. Each owner is responsible for the payment of their replacement balcony floor covering.
2. The replacement balcony floor covering must be installed per approved specifications which are on file with the Management Company. Installation must be done by one of the approved vendors that are on file with the Management Company.
3. The Board requires that all unit owners advise the Management Company, in writing, of their intent to replace their balcony floor covering.
4. Balcony floor coverings that are installed without approval or are incorrect style/type/color are subject to removal at the owner's expense.

Adopted by the Board of Directors at the River's Edge Condominium Association on this

29th day of July, 2014.

Ilse Wilnewic
Ilse Wilnewic, President

Carmen Pinto
Carmen Pinto, Secretary

**RIVER'S EDGE CONDOMINIUM AND HOMEOWNER'S
ASSOCIATIONS RIDER TO LEASE**

This Rider is added to the attached Lease (hereinafter referred to as "Lease") in accordance with the Rules and Regulations of the River's Edge Condominium Association (also known as the River's Edge Condominium Association No. 1) and the River's Edge Homeowner's Association (hereinafter together referred to as the "Associations").

In the event of any conflict between the terms of this Rider and any terms of this Lease, the terms of the Rider shall be controlling.

The term of this Lease shall be for a period of at least two (2) years and the Lease shall be for the entire premises, not for a portion hereof.

As required by the Illinois Condominium Property Act, this Lease and the parties thereto shall be subject in all respects to the provisions of the Declaration of Condominium Ownership, as well as the By-Laws and the Rules and Regulations of the Associations, and any failure by the Lessee/Tenant to comply with the terms thereof shall be a default under this Lease.

As required by the Rules and Regulations of the Associations, the Lessor/Landlord and Lessee/Tenant shall provide the following true and correct information:

Lessor/Landlord Name _____

Mailing Address _____

Home Phone _____ Cell Phone _____

Work Phone _____ Email _____

Lessee/Tenant Name _____

Home Phone _____ Cell Phone _____

Work Phone _____ Email _____

The Lessor/Landlord shall provide the Lessee/Tenant with a current and complete copy of the Rules and Regulations of the Associations before the Lessee/Tenant moves into the property.

The Lessee/Tenant shall review all provisions of the Rules and Regulations of the Associations before the Lessee/Tenant moves into the property.

In accordance with the Rules and Regulations of the Associations, a copy of this Lease and this Rider shall be given to the Management Company of the Associations before the Lessee moves into the property. Failure to provide a copy of either document to the Management Company before the Lessee moves into the property may result in an action for forcible entry and detainer (eviction) against the Lessee/Tenant by the Associations.

The Board of Directors of the Associations (hereinafter referred to as the "Board") shall be a third-party beneficiary of the Lease and shall be entitled to pursue all legal and equitable remedies available to either party under this Lease in the event of any default. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

The undersigned parties have executed this Rider on

this _____ day of _____, 20 _____

Lessor (Landlord)

(Lessee) Tenant

Lessor (Landlord)

Lessee (Tenant)

VIOLATION COMPLAINT

DATE: _____

TO: **The River's Edge Condominium Association No. 1
and/or the River's Edge Homeowners Association**

FROM: Name: _____

Unit: _____

Building: _____

Phone: _____

**Please describe the conduct that you believe was in violation of the
Rules and Regulations:**

The (approximate) date or dates that this occurred: _____

The name of the person that committed the violation (if known):

**The unit (and building address) that you believe is responsible for the
violation (if known):**

X _____

Your Signature

NOTICE OF VIOLATION

TO: Name: _____
 Unit: _____

 Building: _____

FROM: The River's Edge Condominium Association No. 1
 and/or the River's Edge Homeowners Association

DATE: _____

The Board of Directors has received a complaint, which alleges that you (or someone you are responsible for) have violated the Rules and Regulations of the Association.

A brief description of the conduct at issue: _____

The provision (or provisions) of the Rules and Regulations that were allegedly violated by this conduct: _____

Please also be advised of the following (only paragraphs that are checked):

- You have **fifteen (15) days** after receipt of this Notice to request a hearing before the Board in order to dispute these allegations. (The instructions on the reverse side of this notice explain the steps that you must take in order to request a hearing.) If you fail to request a hearing within this period of time, the allegations shall be considered admitted and a fine may be issued against you by the Board.

- The Board believes that the alleged violation may be ongoing and continuous. You have _____ days to stop this alleged violation from occurring. If you fail to stop the alleged violation within this time period, then any complaints that are thereafter filed for the same violation may be treated as subsequent violations and additional fines may be issued against you by the Board.

- The Board believes you are responsible for costs or other charges under the Rules and Regulations, the By-Laws, or the Declaration of Condominium Ownership. The costs or other charges were (or will be) incurred as the result of _____. The total amount of your responsibility in this matter is \$_____. You have **fifteen (15) days** after receipt of this Notice to request a hearing before the Board in order to dispute whether you should be responsible for these costs or other charges. If you fail to request a hearing within this period of time, the allegations shall be considered admitted and the costs or other charges may be added to your assessment account by the Board of Directors.

HOW TO REQUEST A HEARING

In order to request a hearing within fifteen (15) days of receiving the Notice of Violation you must do the following:

1. Call the Management Company. The telephone number is 847-296-1941. You must call between Tuesday and Friday (on days the office is open) during the hours of 9:00 am and 3:00 pm.
2. Dial extension "60". Tell the property manager that you are a resident of River's Edge and that you need to request a hearing date.
3. The property manager will tell you the dates when the Board will be available for the hearing. (These hearings are only scheduled after a regularly scheduled Board meeting). Your hearing must be scheduled within sixty (60) days of the date you received this Notice.
4. You must choose the date during your telephone conversation with the property manager who will tell what time to arrive for the hearing.
5. If for any reason you are not able to set a date for the hearing when you call the Management Company, then you must call back. Your request for a hearing is not finished until you have scheduled the hearing.

ADDITIONAL INFORMATION ABOUT HEARINGS

- > Please do not arrive late. Hearings will start promptly at the scheduled time.
- > It is in the best interest of our community to keep the identity of the person (or persons) that filed the complaint strictly confidential. The complaining witness will not be present at the hearing.
- > The purpose of the hearing is to determine if the violation occurred and, if there is a violation, what amount of fine should be issued. Please keep this in mind when presenting your case.
- > You can bring witnesses to the hearing. These people may talk about what they have seen or what they know. You can also bring pictures, papers, or other evidence that you wish to present at your hearing.
- > You can have a friend, relative, attorney, or any other person at the hearing as a witness or to give you advice and support but you must present your case yourself.
- > You will have a maximum of twenty (20) minutes to present your case.
- > The Management Company will mail a letter informing you of the Board's decision. If you do not receive this letter within one (1) week, then contact the Management Company.