

**RIVER BANK LOFTS
CONDOMINIUM
ASSOCIATION**

**RULES, REGULATIONS
AND OWNER
INFORMATION
PACKET**

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I. INTRODUCTION

Condominium living requires the observance of Rules and Regulations so that each resident will be able to enjoy the maximum benefits of his/her home without interfering with the rights of others to enjoy their homes.

This Owner Information Packet lists the Rules and Regulations of River Bank Lofts established by the Board of Directors (the “Board”) for all persons living there. Many of the Rules and Regulations are included in the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws (the “Declaration”), which you accepted when you purchased your unit. In addition, this Owner Information Packet contains information about the building and your unit.

Throughout this document the term “Owner” is used often. “Owner” refers to the person(s) holding legal title to one of the units in the River Banks Lofts. All Rules and Regulations herein described apply to Owners and their guests, tenants/lessees, and/or guests of their tenants/lessees.

All Owners of units in 550 North Kingsbury Street (also known as the “River Bank Lofts”) are automatically members of the River Bank Loft Condominium Association (the “Association”). When the term “Association” is used in this document, it refers to the collective Owners of 550 N. Kingsbury Street.

II. ASSOCIATION ADMINISTRATION

A. Management Company

River Bank Lofts employs The Building Group (the “Management Company”) to both manage the building and to contract and supervise personnel. If you have questions about your unit, the building or need suggestions for contractors, workmen, etc., please contact them.

The Building Group
1045 W. Lawrence
Chicago, IL 60640
Phone: (773) 989-8100
Fax: (773) 989-8300

Normal business hours are from 9:00 AM. to 5:00 PM. The 24 hour emergency number is (773) 854-0500.

The name of the “Managing Agent” of the Management Company for 550 N. Kingsbury will be posted on the bulletin board and on the River Bank Lofts website. The Managing Agent can be reached at the Management Company or at (312) 527-0980.

B. Board Members

The names and email addresses of Board Members shall be posted on the bulletin board and posted on the River Bank Lofts website.

If you need to contact the Board Members, you may use the above identified e-mail addresses or you may contact the Security Desk at 550 N. Kingsbury Street. Security personnel will relay your phone number and message to the appropriate Board member(s). You may also use the forms available on the River Bank Lofts web site, www.riverbanklofts.org.

C. Security and Building Staff

Security Desk Phone - (312) 527-1690

D. Assessment Billing/Payment Procedures

All assessments are due on the first of the month. If, for any reason, you do not receive a statement in the mail, you are still responsible to make your payment on time. You can mail your payment to:

The Building Group
P.O. Box 809054
Chicago, IL 60680-4117

Checks should be made payable to River Bank Lofts. Owners will be billed \$50.00 for any outstanding balance if unpaid by the 10th of the month. Your assessment statement will include any additional charges such as special assessments, unit repairs, late charges, etc.

If payment has not been received in full after 60 days, an attorney will be directed to file a lien on the unit, send the matter to collections, and/or start eviction proceedings. In addition to the assessment fees, the Association will also file for, and collect other fees, costs and expenses (including attorney's fees) related to any enforcement.

E. Financial Statements/Board Meeting Minutes/Declarations & Bylaws

Copies of Financial Statements, budgets and Board meeting minutes are available from the Management Company upon request and are also available on the River Bank Lofts web site (www.riverbanklofts.org).

Copies of the Association's Declaration and Bylaws are available on the River Bank Lofts web site.

F. Sale of a Unit

- 1) Owners must notify the Managing Agent of their intent to sell a unit when such a time occurs.
- 2) Owners must notify the Board, via the Management Company, of a unit sale/purchase closing 30 days prior to the closing date. The Owner must provide the following to the Board via the Management Company:
 - a. A copy of the contract to purchase.
 - b. An owner information form from each person buying the unit. (See Exhibit A attached.)
 - c. A certified check or money order covering all moneys due the Association. Ten days notice is required for a paid assessment letter to be issued.
- 3) Within ten (10) days after closing, a copy of the closing statement must be provided to the Management Company. (Applies to new owners only.)

G. Lease of a Unit

- 1) Owners must notify the Managing Agent of intent to lease at least 30 days prior to the commencement of the lease. A Leasing Restriction Amendment exists at River Banks Lofts. (See the Second Amendment to the Declaration.)
- 2) A lease must be approved by the Board prior to lease commencement. The Board, via the Management Company, must receive the following in advance of any approval, but approval is not guaranteed:
 - a. A completed Application for each prospective tenant; blank forms are available from the Managing Company. (See Exhibit B attached.)
 - b. A Lease Agreement form that must be obtained from the Management Company.

H. Moving Procedures

- 1) The moving in and out of furniture and all commercial deliveries other than small parcels will have to be conducted through the Grand Avenue entrance of 550 N. Kingsbury Street.
- 2) The Management Company must be called to schedule a move in or out time. Moves may be scheduled Monday through Friday 8:00 AM to 1:00 PM or 2:00 PM to 7:00 PM. Saturday moves may only take place between 10:00 AM to 2:00 PM. No moves will be considered or approved for Sundays or holidays.
- 3) Prior to a move-in/-out, a refundable deposit of \$300.00 is required of the Owner, tenant or lessee.
 - a. Owners will be held liable for common element property damage incurred during moving.
 - b. If the scheduled move times are ignored and the move starts early or ends late, the moving security deposit will be forfeited.
 - c. The deposit will be refunded, after inspection for damage, less any and all costs for damages and/or schedule violations.
- 4) A non-refundable \$100.00 fee will be charged for the purpose of posting a security guard at the entrance during the move. The guard's purpose is to protect River Bank Lofts and not to protect the Owner's property or the moving van/truck.

- 5) Only the South elevator may be used for moving, and only after the protective wall and floor coverings are in place (see Security Staff or Managing Agent if not in place). The North elevator may not be used for moving/deliveries.
- 6) The elevator lobby area, hallways, or other common areas shall not be used to hold furniture during the move. These areas are not for staging the move and should be kept as free of furniture, boxes, and the like, as possible for the safety and convenience of the other residents.
- 7) Any debris from a move (including any boxes or other moving materials) must be either;
 - a. Collapsed and/or condensed and taken to the river level garage and placed in the designated area south of the compacter room door by the Owner, lessee or tenant,
 - b. Or removed from the building by the Owner, tenant or lessee.

I. Insurance Information

- 1) Association Insurance Company: The Association has insurance coverage for all of the common elements of the building. This includes fire and other damage coverage, and liability insurance. Each Owner is responsible for securing appropriate insurance coverage for the unit(s) owned and the respective property owned by Owner. For a certificate of insurance, please contact the Managing Agent.
- 2) Owner Insurance:
 - a. All Unit Owners are required to obtain insurance covering their personal liability and compensatory (not consequential) damages to another Unit caused by the negligence of the Unit Owner or his/her guests, residents, tenants, or invitees, or their liability, regardless of any negligence, arising from the use or operation of the Unit. Unit coverage shall be an amount no less than \$500,000.00. Personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance carried by the Association under Section 12 of the Illinois Condominium Property Act, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings to another Unit or the Common Elements.
 - b. Proof of said insurance must be submitted to the Association in the form of a certificate of insurance. The certificate shall be submitted to the Managing Agent within 30 days of adoption of this rule. In the event that the Unit Owner does not purchase and produce evidence of insurance required by this rule within the 30 day period from the adoption of this rule, the Board may, in its sole discretion, purchase the insurance coverage and charge the premium cost back to the Unit Owner.
 - c. In no event is the Board liable to any person either with regard to its decision not to purchase the Unit Owner insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverage obtained.
 - d. All Unit-to-Unit damage claims shall be disputed and handled between the Unit Owners and their respective insurance companies and/or legal counsel. If the homeowner who is responsible for damage does not hold a current insurance policy with coverage as described above, the Association will pay for repairs to the Common Elements and charge back the Unit Owner for all costs involved. Subject

to notice and an opportunity for a hearing, a violation fine of \$200.00 will be assessed to said Unit Owner for his/her failure to carry proper insurance.

- 3) The insurance carried by the Association does not cover the following:
- a. Additions within and/or improvements to any unit, including decorating, painting and floor coverings.
 - b. Appliances, individual heating or cooling units, electrical fixtures, or other equipment exclusively servicing a unit.
 - c. Personal property such as furniture, clothing or other items located within a unit or within the common areas.
 - d. Damage caused to another unit or common elements due to negligence or actions of an Owner or occupant.

For specific information concerning the Association's insurance coverage, please contact the Management Company.

J. Annual Budget

A new budget generally is prepared for each calendar year and distributed to all Owners for comment at least 30 days prior to Board adoption. Assessments for the next calendar year are based on this budget, beginning with the January assessment for each calendar year.

K. Association Elections

Elections for members of the Board of Directors are conducted each year at the annual meeting which is generally scheduled for the second Tuesday of November, or at such other reasonable date as may be designated by written notice of the Board delivered to the Unit Owners.

Elections are conducted by secret ballot whereby the voting ballot is marked only with the percentage interest for the unit and the vote itself.

The status of any Unit Owners issuing a proxy or casting a ballot shall be verified against the official records of the Association at the Unit Owner meeting held just prior to the election.

Any candidate for election to the Board of Directors or such candidate's representative shall have the right to be present at the counting of ballots at such election.

III. BUILDING MAINTENANCE/SERVICES

A. On-Site Maintenance/Building Engineer

River Banks Lofts has a Building Engineer performing on-site maintenance, Peter Andra. The Management Company oversees his tasks. Normal maintenance hours are 7:00 AM to 3:00 PM, Monday through Saturday or until scheduled tasks are completed.

Certain repairs in your unit will require Board approval if they impact a common element of the building. Contact the Managing Agent for a list of requirements for in-unit work projects.

B. Service of Employees

The personnel employed on behalf of the Association have the responsibility for the maintenance of the common elements only. They shall not perform private work for Owners during their regular working hours, except as it affects common elements. Further, they are not obligated to do private work in their off hours.

If an Owner employs any person employed by the Association (or the Management Company on behalf of the Association) for private work during off hours, the terms under which this work is done are to be arranged between the Owner and the employee. The Management Company, the Board and the Association accept no liability for repair work privately arranged. All Owners should carry liability insurance in case of injury to a worker.

References for qualified contractors may be obtained by calling the Management Company.

C. Garbage Disposal

Garbage chutes for floors 1 through 6 are located within the inner corridor near the north end of the building. Owners of units located on the river level are required to bring their trash to the dumpsters located in the lower external garage area.

- 1) To avoid unsanitary conditions and undesirable odors, garbage must be adequately bagged in a tied plastic bag and deposited in the garbage chute.
- 2) Oversized items (any item not fitting in the chute) must be collapsed and/or condensed and taken to the river level garage and placed in the designated area south of the compacter room door.
- 3) Dumping of construction debris in any building dumpster is prohibited without the approval of the Board
- 4) Note: A slop sink is located in the room to the left of the drycleaners on the first floor. Clean up after use is mandatory.

D. Recycling

A recycling program is in place at River Bank Lofts that complies with the City of Chicago's Recycling Ordinance, which went into effect on January 1, 1995. The ordinance requires all high density residential, commercial and retail properties within the City to recycle three items from their waste stream. In order to recycle, each Owner must utilize the approved City of Chicago Blue-bags available at local grocery and hardware retailers.

Recycling Items must be separated and bagged in two categories:

1) Paper/Fiber Products

(in one Blue Bag)

Acceptable materials:

Corrugated cardboard

Newspaper

White ledger paper

Color ledger paper

Mixed paper

Magazines, catalogs & phone books

2) Commingled Products

(in separate Blue Bag)

Acceptable materials:

Aluminum

Tin

Plastic containers

Glass containers

(containers must be rinsed clean with lids removed)

Blue-bags are to be thrown down the garbage chutes with other garbage. The waste hauler will separate the Blue Bags from other waste at material recycling transfer stations.

Owners of units located on the river level are required to bring their recycling items to the dumpsters located in the lower external garage area.

E. Cable TV

The building has a bulk cable agreement with RCN. All units have been wired for cable. Your bulk basic service is billed to you as a separate item on your Association assessment. If you have questions regarding the cable bill or problems with your connection, please contact RCN. You are entitled to one cable decoder box per unit but do not need it to view basic cable. If you contract for additional services, they will be billed directly by RCN; contact RCN directly at 888-782-7769 to make the necessary arrangements.

F. External Antenna, Including Satellite Dishes

Personal satellite dish antenna must be installed on the Owner's balcony or inside the respective Unit. A satellite dish shall not be installed anywhere on the roof, wall or on any other common elements of the building. Antennas shall not encroach upon common areas or any other Owner's property. To the extent possible, antennas shall be located so as not to be obtrusive. For uniformity, the preferred satellite antenna is gray in color and less than one meter in size.

IV. KEY CARD/FOB INFORMATION

A. Common Access System Key Cards/Fobs

The main inner lobby doors are locked 24 hours a day. When the Guard on duty recognizes an Owner, the Owner will be allowed on the premises. When the Guard is not at his/her station or busy, Owners should use their key card/fob for entry. Owners should always carry their key card/fob when leaving the building. Each key card/fob is uniquely programmed and the security system will record each use. Owners are urged not to lend key cards/fobs to people other than those who live in their unit.

If a key card/fob is lost, notify the Management Company immediately so that the proper precautions can be taken to protect the building. The entry doors will be reprogrammed to reject the lost/stolen card/fob. Replacement cards are available through the Management Company. The cost to the Owner for replacing a key card/fob, or for additional ones, is \$10.00 for the flat card and \$20.00 for the key fob and can only be arranged through the Management Company.

The Association and the Managing Agent reserves the right to control activation of key cards/fobs.

B. Unit & Other Keys

The locks and keys for a unit are the responsibility of the Owner. Owners must provide the Management Company with a key to both their unit and storage room for emergency purposes. These keys will be kept in a locked secure location. If locks are changed, replacement keys must be provided. Additional unit keys may be given to the Guards for the use of service providers or temporary domestic help; however, neither the Association nor the Management Company will accept any responsibility for keys given to the Guards. Should an emergency arise in which the only way to gain access to a unit is to break down the door, all costs for repairs will be billed to the Owner. It is recommended that each Owner make an extra copy of his or her mailbox key, as no one else will have a copy of this key.

C. Garage Card Entry

Those Owners with parking spaces will enter and exit the parking structure via a remote key card. Please do not lend these to non-residents and upon entry/exit, be aware of your surroundings, suspicious people and traffic on Kingsbury Street. Make sure no one enters the garage behind you. Report any suspicious people/activity to the Guard immediately. The cost to replace or purchase a new garage card is \$50. Contact the Management Company for these services. Owners are restricted to one garage access cards per parking space and one extra card.

D. Fitness Room Keys

The key for the Fitness Room shall be provided to new Owners by the previous Owner. If one is not available, contact the Security Desk for a copy.

V. SECURITY AND EMERGENCY INFORMATION

A. Emergency Numbers

Police Emergency:	911
Police Non-emergency:	311
Police Address:	18th Police District – Near North 1160 North Larrabee (Larrabee & Division)
Fire Emergency:	911
Poison Center:	(312) 942-5969
Management Company	The Building Group (773) 854-0500 (24 Hour Emergency)
RBL Front Desk	(312) 527-1690

B. Building Security

Total building security is only as strong as its weakest link. **DO NOT BE A WEAK LINK FOR RIVER BANK LOFTS.**

Owners, tenants, and lessees are responsible for adhering to the following cautionary measures:

- 1) Know your neighbors and advise of any security problems with another unit.
- 2) Do not admit strangers into the building.
- 3) Building keys, cards, or fobs should not be given to repairmen, workmen, part-time domestic help, or others who do not live in the building. If you are not going to be home to admit them, make arrangements with the Front Desk, Building Engineer or a neighbor to give them access.
- 4) All common element doors must remain closed/locked at all times.
- 5) If a common element lock is broken or missing, inform the Management Company and the Security Desk immediately. They will replace the lock and have sufficient keys made as necessary.
- 6) Suspicious activities or prolonged nuisances are prohibited in common areas and should be reported to the Management Company.
- 7) Should you, or someone living in your unit, lose your keys, report the loss to the Management Company. Have your locks changed immediately. Give a new set of keys to the Management Company.
- 8) Should you or anyone living in your unit lose your keycard, it is imperative that the Management Company be informed immediately. A new keycard will be programmed and the old one electronically removed from the system. This cost will be charged back to the Owner.

- 9) When entering or exiting the garage please wait until the door has closed behind you before leaving your view of the garage door, to make sure that no one enters behind you.
- 10) Be aware of any unknown persons or vehicles that may want to follow you into the garage structure.

C. Unit Security

All unit owners are responsible for their unit security.

D. Miscellaneous Tips

Another issue of security is the door-to-door money solicitors. These individuals are very knowledgeable (knowing about various ongoing “projects” and the names of individual residents and companies. The stories told are very believable and peppered with “facts”. Also, some of these parties are even dressed for the role they are playing, e.g. donning a painter’s outfit or a tool belt). We all need to be aware of this and to know that no work person hired by our Association would ever come to an Owner’s door soliciting money. A general policy should be, not to open the door to strangers. If you have any questions, feel free to contact the management office.

E. Fire Safety

River Bank Lofts is a fully sprinkled building with a state-of-the-art monitoring system. The City of Chicago Fire Department has keys for the enunciator panels (located in the lobby) and upon reaching the site will be able to determine exactly which location within the property is experiencing abnormal conditions.

The sprinkler system is so designed that the building is divided into six sections on each floor. Further, the system is zoned vertically, by floor, as well. Thus, there are 42 different zones, and appropriate controls for the building.

The information provided below is only for your information in cases of extreme emergencies.

Vertical shut-off valves are located in the garage level, marked with silver tags. Horizontal shut-off valves for the garage level are also marked with silver tags and are located next to the vertical main risers. All shut-off valves have “tamper” switches that will trigger an alarm. Do not disturb them.

The rest of the building is divided into various zones - from A to F as follows:

Zone A: Units 01-02-09 - shut-off valve is in the NE corner of Unit 01.

Zone B: Units 03-04-05 - shut-off valve is in the corridor across from the Unit 04.

Zone C: Units 06-07-08 - shut-off valve is in the NW part of Unit 07.

Zone D: Units 09-10-11-12-13-14 - shut-off valve is in Unit 13 - accessed from the panel in the corridor.

Zone E: Units 15-16-17 - for floors 2 through 6, the shut-off valve is in the Unit 17 above the bath ceiling - accessible from the corridor access panel. For Lobby Level, it is located in Unit 17-utility closet S of entry door.

Zone F: Units 18-19-20 - shut-off valve is in Unit 19 closet - N of entry door.

Smoke detectors are located throughout the building. The Life Safety Panel in the main lobby monitors common areas. If a smoke detector is set off, there are audible alarms in the hallways. Each unit also should have its own smoke and carbon monoxide detector.

Nothing should ever be attached or hung from a sprinkler system pipe. If a sprinkler malfunctions and there is no fire, the system can be turned off at the riser on your floor. You should contact the Management Company and report the malfunction immediately. Should you see or suspect a fire in the building: CALL 911 AND GIVE THEM THE BUILDING ADDRESS. Then, contact the Management Company and the Security Desk as soon as possible.

F. Fire Extinguisher

Fire extinguishers are located in each of the corridors and in the basement area. These are checked annually to be sure they are in good working order.

G. Blackouts

In case of a blackout in the building there are emergency power lights in the hallways and stairwells. The stairwells are powered by battery packs and last approximately one hour. The hallways are powered by emergency back up and will remain on as long as necessary. The Guards have flashlights at the Security Desk in case you need to access the stairwells once the battery packs have expired.

VI. MISCELLANEOUS INFORMATION

A. Voting

General information number:	312-269-7800
Location of polling place call:	312-269-7976
Absentee voting information:	312-269-7967
Registration (Board of Election Commissioner):	312-269-7960
League of Women Voters:	312-939-5935

B. Transportation

CTA Information:	312-836-7000
Secretary of State:	312-793-1010

C. Real Estate Tax

Cook County Assessor: 312-443-7500
Homestead Exemption: 312-443-6151

D. Mail and Postal Services

Please be sure to legibly mark the names of all persons residing or organizations for which you receive mail in your unit on the inside of the mailbox. If you are a tenant and the Owner also has mail sent there, it is a good idea that his/her name is on the inside of the box. This will help to assure that mail is not returned to the post office.

The “local” post office for our location is:

Address: 540 N. Dearborn
Phone: 312-644-7603
Hours: Monday through Friday - 8:30 a.m. to 5:00 p.m.
Saturday - 8:00 a.m. to 1:00 p.m.
Sunday and Holidays - closed

E. Government Representation

Currently the following serve as our representatives:

City Alderman: 42nd Ward
Burton Natarus
121 N. LaSalle Street
Suite 306
Chicago, IL 60602
312-744-3062
burtnatarus@natarus.com

State Senator: 3rd District
Mattie Hunter
312-949-1908

State Rep: 6th District
Patricia Bailey
773-471-9270

U.S. Senator: Dick Durbin
230 S. Dearborn
38th Floor
Chicago, IL 60604
312-353-4952

U.S. Senator: Peter Fitzgerald
230 S. Dearborn
39th Floor
Chicago, IL 60604
312-886-3506

U.S. Representative District #7
Danny K. Davis
3333 W. Arthington
Suite 130
Chicago, IL 60624
773-533-7520

F. Lobby Cleaners

The Lobby Cleaners provide laundry, dry cleaning, and package receiving services to the residents of River Banks Lofts only. The Board encourages residents to take advantage of this conveniently located facility, but they should not allow non-residents to do so.

VII. ADDITIONAL RULES AND REGULATIONS

Many of the rules and polices are contained in the Declaration of Condominium Ownership, which is automatically accepted by each Owner upon purchase of a living unit. Other rules and policies are contained in Articles I-VI of this Owner Information Packet. Owners and other residents are subject to all applicable rules and policies.

Each Owner should have a copy of the Declaration.

Should the Association vote to amend the Declaration, a copy of such amended section(s) will be made available to each Owner.

A. Common Element Use and Maintenance

Owners and Tenants must be responsible in keeping all common areas litter free and in good operational order. Report any housekeeping or maintenance problems to the Management Company.

- 1) Signs, awnings, antennas, alarms or other objects are prohibited from being displayed in or attached to any common element wall, door, window or roof. Any alteration in appearance or operation of common elements or limited common elements is prohibited without the approval of the Board.
- 2) Any expense resulting from common element damage will be charged to the Owner, tenant, or lessee responsible.
- 3) Any activity conducted, or substance kept, in or on common elements, common areas or units, which may interfere in any way with coverage under the insurance policy issued to the Association is prohibited.

B. Pets

- 1) Owners may only keep pets on the premises as allowed by the By-laws. This includes dogs, cats, fish and birds. Such allowed pets may, if they cause or create a nuisance or unreasonable disturbance, (which includes, without limitation, noise, smell and inappropriate behavior), or be deemed to be dangerous, be removed from the property pursuant to the provision of the Declaration, By-laws, and Condominium Rules.
- 2) All pets must be registered with the Management Company and, when required, licensed by the City of Chicago. Failure to register a pet will result in a \$250.00 fine.
- 3) No more than two (2) pets may live in a single unit without the written permission of the Board. If such permission is granted it pertains only to the third pet and only for the remainder of that pet's natural life. The Board shall have sole discretion as to decisions concerning pets.
- 4) Pets are the total responsibility of their Owners. Any damage to the building or its adjoining premises caused by pets will be assessed to the Owner responsible for the pet(s). All dogs must be on a leash when within the building common areas.
- 5) Dog owners must remove their dogs from the premises before permitting the dogs to urinate or defecate. Dogs shall not urinate or defecate in the landscaped area in front of the premises, in the garage, along the river walk or in any other common area, unless otherwise specifically designated by signage.
- 6) Owners are responsible for cleanup of any waste material left inadvertently on the premises by their pet(s) or visiting pets. Failure to do so will result in a \$250 fine and the cost of clean-up or replacement being levied on the Owner responsible for the pet(s).
- 7) Pets are not to be left unattended on balconies, patios, terraces or decks, with the exception of the Kingsbury Street frontage units. The use of balconies, patios, terraces and decks as a pet toilet is strictly prohibited and clean up charges, fees, fines and all other costs of enforcement will be charged to the Owner.
- 8) Pets are not allowed on the common roof deck.
- 9) Pets are allowed on the common river front area, subject to the following and all other Rules and Regulations herein that apply to pets.

Pet Rules for Common Riverfront Area

- A. Dogs must be leashed at all times, when in the common riverfront area.
- B. When pet owners and others are using the common riverfront area at the same time, pet owners must accommodate the wishes of others who express a preference not to have pets present in the area.
- C. In the interest of health and hygiene, pet owners are encouraged to walk their pets outside of the River Bank Lofts property whenever possible, subject to security and weather considerations.
- D. Pet owners may allow their pets to urinate or defecate only in the designated "dog walking" section at the North end of the common riverfront area and only when the area is not being used by other residents for entertaining.

- E. Pet owners must clean up after their pets immediately and remove all pet waste from the common area.
- F. Individuals who violate these rules may be subject to fines and other remedies prescribed elsewhere in this document.

10. Some people may be allergic to, or frightened of, some types of animals. Please be courteous to other Owners and control the actions of your pet.

C. Unit Use and Maintenance

Owners, tenants and lessees are responsible for keeping their units in good operational order and in such a manner as to not pose any safety or health hazard. Owners must notify the Management Company and the Board when unit repairs interfere with any common element. Owners, tenants and lessees should avoid causing annoyance or nuisance to neighbors.

Security Precautions

- 1) Unit occupants are responsible for properly securing their ground level accessible windows.
- 2) Owners must be responsible when providing tenants/lessees with building key cards/fobs.
- 3) If a unit will be unoccupied for at least one week, occupant must notify the Management Company. We suggest leaving unit keys with a neighbor.
- 4) Unit occupants must provide telephone numbers to the Managing Agent and the Board.

D. Parking

Please park in your own space. All spaces are assigned. If you park in someone else's space or any area not designated for parking (whether inside or outside the building), the towing company will be called and your vehicle will be towed. Additionally, you may be subject to fines by the Board. No parking of any type of vehicle is allowed in any area which is not designated an official parking space. Please be considerate of those with parking spaces adjoining yours, leaving as much space as possible for everyone to park easily.

- 1) No parking of any vehicles is allowed on the ramps or in any other area of the garage, other than in designated parking areas.
- 2) You may not use the parking garage for storage.
- 3) No parking is allowed in front of the Grand Avenue entrance or other driveway areas. Any Owner or guest of an Owner found parking for an extended period of time (more than 10 minutes) will be subjected to a \$250.00 fine. Unattended vehicles will be towed if left in these areas.
- 4) The Association and Management Company do not assume responsibility for damage, losses or vandalism to any vehicles in the parking garage, or damages due to towing and towing expenses.

- 5) The garage is not a work area. Please do not use it for oil changes or repairing your car. Washing of cars should only occur in designated areas of the garage and care should be taken to respect the property of others in the garage while doing so.
- 6) The garage doors are on a timer. Do not stand or stop underneath the door with your vehicle, as it will be damaged. The Association will not be responsible for repairs if this occurs.

E. Policies and Procedures Regarding Enforcement

- 1) Any complaint that alleges noncompliance with or violation of the Declaration, Bylaws, or Rules and Regulations should be reported to the Managing Agent. A statement of the complaint must be prepared and signed by the complaining resident and will be recorded by the Managing Agent. The statement of complaint must contain the information set forth below:
 - a. The name, address, and phone number of the complaining resident.
 - b. The allegedly offending resident's name or the unit number and address of the unit where the allegedly offending resident resides.
 - c. The specific details or description of the violation as witnessed by the complaining resident, including the date, time, and location where the violation occurred.
 - d. A statement by the complaining resident that he/she will cooperate in the enforcement procedures and will provide testimony at the hearing or trial if necessary.
 - e. The signature and address of the complaining resident and the date on which the complaint is made.
- 2) When a complaint is made pursuant to the above, the allegedly offending resident shall be notified of the complaint by the Association or its duly authorized agent. The notification shall be in a manner prescribed by the Board; nonetheless, such notification shall be made in writing.

If the Board determines that a violation may cause irreparable or immediate and serious consequences by the delay of the formal process set forth herein, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the complained of resident's account if such resident is found guilty of the violation.

The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands, or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, Bylaws, or Rules and Regulations of the Association.

- 3) If any resident charged with a violation believes either that no violation has occurred or that he/she has been wrongfully or unjustly charged hereunder, that resident must proceed as follows:

- a. Within 21 days after the notice of violation has been served on the resident pursuant to the provisions herein, the resident must submit, in writing, a request for a hearing concerning the violation. A hearing may be requested by completing the request for a hearing form, which should be attached to the notice of violation, and by returning it to the Managing Agent.
 - b. If a request for a hearing is filed, a hearing of the complaint shall be held before a “Panel of Inquiry” composed of Board members. The Panel of Inquiry shall not include any persons presenting evidence in the hearing. The hearing shall be conducted no later than 6 weeks after delivery of the written request.
 - c. At any such hearing, the Panel of Inquiry shall hear and consider arguments, evidence, or statements regarding the alleged violation, first from any person or persons having witnessed the alleged violation and then from the alleged violator and any witnesses on his/her behalf. Following a hearing and due consideration, the Panel of Inquiry shall issue its determination regarding the alleged violation. The decision of the Panel of Inquiry shall be made by majority vote and shall be final and binding on the complained of resident and the Association.
 - d. Payment of any fines, charges, costs, or expenses levied pursuant to the provisions contained herein shall not become due and owing until the Panel of Inquiry has completed its determination. Notification of the Panel of Inquiry’s determination shall be made in writing.
- 4) If no request for a hearing is filed within 21 days, the hearing will be considered waived, the allegations in the notice of violation shall be deemed admitted by default, and appropriate sanctions shall be imposed. The complained of resident shall be notified by the Association of any such determination using the same manner as if a hearing had been conducted by a Panel of Inquiry.
- 5) If a resident is found to have violated, either personally or is otherwise liable for a violation of, any of the provisions of the Declaration, Bylaws, or Rules and Regulations of the Association, the following shall occur:
- a. The resident shall be notified of the finding by the Association or its duly authorized agent. The resident shall also be assessed a \$50 fee and any additional costs and expenses, including reasonable attorneys’ fees if any, for the enforcement process.
 - b. The notice of violation may also require the resident to correct any damage or any unauthorized condition on the property for which the resident has been found responsible, to pay the costs of any repairs that have previously been made, or to pay any legal expenses and costs incurred by the Association as a result of the violation.
 - c. In the event any violation has resulted in damage to any common element that has not yet been repaired or has resulted in any damage or any unauthorized condition on the premises, the resident will be given a second notice of violation to correct the damage or architectural violation. If the damage or violation has not been corrected within 14 days after a finding of guilty has been made on the second violation, the Association will proceed to have the violation corrected, and the resident will be assessed for the full cost of labor and materials required.

- d. In addition to the foregoing assessment, in order to encourage residents to correct violations at their own time and expense, and in order to compensate the Association for the administrative expenses involved in obtaining and supervising any such correction, the Association will assess any resident who forces the Association to correct a violation with an additional administrative charge of \$100 or 10% of the cost of labor and materials, whichever is greater.
- 6) Any resident assessed hereunder shall pay any charges imposed within 30 days of notification that such charges are due. Failure to make the payment on time shall subject the resident to all legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder, including late charges and reasonable attorneys' fees, shall be added to the resident's account, shall become a special assessment against the unit, and shall be collectible as a common expense in the same manner as any regular or special assessment against the unit.
 - 7) Time is of the essence of this policy. Notices are deemed served either
 - a. by personal delivery at the time of delivery; or
 - b. by mail, following 2 days after deposit in the United States mail, provided that the notice has been sent both by regular first class and by certified mail, return receipt requested, postage prepaid, to the resident at the unit address, or to such other address as the resident shall have previously filed with the Board, and further provided that either the return receipt has been signed and returned or that the notice sent by regular mail has not been returned to the Association undelivered.

For units held in trust, the notices may be sent either to the address of the trustee or to such address as has been provided to the Association by the trustee and beneficial owner of the trust.

- 8) The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration and Bylaws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

F. Remodeling/Structural Changes to a Unit and Limited Common Areas

Plans for remodeling within a unit which include any structural or mechanical change must be submitted to the Board for approval prior to the beginning of any work. Flooring specifications may be obtained from the Managing Agent. There can be no additions or changes to any Common Elements. Given the age and type of the building, remodeling must be done with great care. Damage to common elements during construction is the responsibility of the Owner. Cost of repairs will be billed to the unit involved. All sums payable by an Owner as a result of damage in connection with any structural or mechanical change shall be deemed to be assessments attributable to such Owner. Compliance with the following procedures is necessary:

- 1) A deposit will be required for all structural or mechanical projects. The Board will determine the amount of the deposit based on the scope of work, which shall in no case exceed \$2,000. The common areas will be inspected prior to starting the project by maintenance personnel and inspected again when the work is completed. Provided no damage occurs, the deposit will be fully refunded. If the project includes deliveries with extended elevator use, a \$100 non-refundable fee will be required. Elevator time may be scheduled by calling the Management Company.
- 2) Contractors/Workmen - When contractors or workmen are scheduled by a Unit Owner, he/she should be there to admit them. If not, arrangements should be made with someone to admit them. The Building Engineer may only admit workmen to a unit with written authorization from the Owner if no one else is available to do so.
- 3) Work is permitted in a unit Monday through Friday, 8:00 a.m. to 7:00 p.m. and Saturday, 10:00 a.m. to 2:00 p.m. No work may be performed on Sundays, unless it is considered emergency work and authorized by the Management Company or the Board. Written notice shall be given by Owners to adjacent neighbors, prior to starting the work, so that they may be aware of what is to take place.
- 4) All debris must be removed from the premises by the workmen. The maintenance staff will not be responsible for such removal. Any charges incurred by the Association for debris removal not accomplished by the Owner will be charged against the Owner's assessment account.
- 5) All contractors hired, must be properly insured for general liability, property damage and workmen's compensation. A certificate of insurance must be provided to the Board, which names the Association, the Board and the Management Company as an additional insured. No Elevator time will be scheduled for deliveries unless, a certificate of insurance as outlined above, has been provided to the Management Company.
- 6) Building key cards/fobs must not be given to the workmen.
- 7) Windows and Balconies - In order to maintain the integrity of the facade, no physical alterations to windows and balconies will be allowed.
- 8) Roof Deck and Patios - In order to maintain the integrity of the facade, no physical alterations to roof deck and patios will be allowed without prior Board approval.

If such approval is not requested and inappropriate or unproved alterations are made, the Board will inform the involved Owner in writing. If appropriate remedial action is not taken by the Owner, the Board will make arrangements to have the work done and charge all costs to the Owner. **APPROPRIATE FINES WILL BE LEVIED BY THE BOARD AT ITS SOLE DISCRETION AGAINST ANY OWNER CONTRACTING FOR WORK WITHOUT THE REQUIRED BOARD APPROVAL.**

G. Hallways/Unit Doors/Corridors/Common Areas

- 1) Residents and/or vendors are not allowed to distribute handbills or literature of any kind by means of slipping such materials under unit doors, subject to subparagraph (3).
- 2) Notwithstanding this restriction, the Association and Management Company or Managing Agent may use this method to inform residents of matters pertaining to River Bank Lofts, directly related to maintenance and other official matters.

- 3) Any mass communication among residents must be submitted to the Board for approval prior to distribution of such communication, such approval by the Board not to be unreasonably withheld.
- 4) Food and beverages may not be consumed in the lobby, elevators, corridors or stairways, except during Board approved events.
- 5) Food and beverage refuse should not be left in any of these areas.
- 6) Proper attire, including shirts and shoes, is to be worn throughout the common areas at all times.
- 7) Residents are reminded that the City of Chicago Fire Code requires that all hallways and stairway areas are kept free of all stored items and debris. All doormats must be removed and placed inside each Owner's unit. It is necessary that these areas be maintained as safe, uncluttered exit routes in case of an emergency. The Board or Managing Agent will remove any such articles after written notice to the Owner has not affected its removal. Cost of removal will be charged to the Owner.
- 8) Smoking is not permitted in any Riverbank Lofts common area.

H. Children

Children of any age are not permitted to loiter or play in the stairwells, hallways, vestibules, elevators, lobby or garage. An adult in all common areas must accompany children under the age of 12.

I. Fitness Center

The Fitness Center is located on the North side of the 3rd floor, adjacent to the Ohio Street ramp. No children under 12 years of age are allowed in the Fitness Center. Equipment is only for the use of all residents over 16 years of age. An adult resident must accompany and supervise any children between the ages of 12 and 16 while in the fitness center.

No TV or radios are to be used between the hours of 10:00 PM and 8:00 AM unless an earpiece is being used.

J. River Walk

The river walk is a common element, intended for the use of all residents.

Access is through the lower level external parking garage. Be considerate of river level Owners' personal properties. Owners shall not leave any debris on the river walk.

- 1) No charcoal or wood grills are permitted on the river walk.
- 2) The use of fireworks is strictly prohibited.
- 3) No furniture, planters, screens or other personal property are permitted to be left on the river walk.
- 4) Please observe quiet hours because the river walk is close to residents homes.

K. Elevators & Handicapped Lift

- 1) By City Ordinance, smoking or carrying of lighted smoking materials is not permitted in the elevators.
- 2) Elevators are not to be detained or held unless approved by the Management Company.
- 3) Vandalism or other damage to the elevators is an offense chargeable to the responsible party.
- 4) In case of fire, do not use the elevators; use the stairways.
- 5) The Association has installed a lift for handicapped persons in the lobby. Use of the lift is restricted to those requiring use of wheelchairs or who evidence other physical disability. All other uses of this lift are prohibited.

L. Storage Rooms

Storage rooms shall be used solely for the storage of personal property of the Owner. These storage rooms are non-habitable limited common elements. The Chicago Building Code defines habitable rooms as follows:

Habitable Room. Means a room within a residential occupancy and used or intended to be used for living, sleeping, eating or cooking purposes, as well as any room within a residential occupancy and used or intended to be used for dressing, studying, reading, listening to music, playing music, or family entertainment of any sort, but does not include bathrooms, toilet rooms, laundries, pantries, foyers, corridors, storage spaces, stairways or closets.

Any use of storage unit for any habitable purpose is strictly prohibited.

Toxic or flammable materials may not be stored in your storage room. Do not store firewood in your storage room. Wood is a host to many types of insects and their eggs (termites, beetles, ants, etc.). When the warmer weather or natural cycle occurs, the building could be infested with insects.

The Association and Management Company assume no responsibility for damage or loss of items stored in the storage rooms.

Electricity for Storage Rooms is paid through Owner assessments. If Owners have any appliances in use in their room they must have a licensed electrician run electricity from the Owners unit. The wiring must be in conduit and painted per the building specifications. The Management Company or the Board can provide information regarding contractors and the process of having this work completed.

Alterations to the Storage Rooms must be approved by the Board at its discretion.

M. Noise

Sound transmission from one unit to another may be a problem in a building of this type. In consideration of your neighbors' loud noises such as pounding, drilling, loud TV, music or other loud noises are prohibited between 10:00 PM and 8:00 AM. On Friday and Saturday nights, the hours are extended to midnight. Noise should be moderated at all times. Whenever possible, hard-soled shoes should be removed in uncarpeted areas of units that are located above other resident's units. In consideration of the timber ceiling, and loft construction of our building, Owners should be especially mindful of this matter.

If owners are planning a party or having a large group in their unit, neighbors should be notified ahead of time.

If an Owner experiences noise difficulties with another Owner, he/she should first bring it to the attention of the Owner, and if the situation is not resolved at that time, notify the Guard who will try to control the source of the disturbance. Only if the situation is not resolved at that time, should the issue be brought to the attention of the Management Company who will document the complaint and advise the Board. The Board shall thereafter, issue warnings, hold necessary hearings, and levy fines as appropriate.

N. Deliveries

- 1) The cleaners have the responsibility for accepting deliveries.
- 2) All large deliveries must be made through the Grand Avenue door. Each Owner is responsible for the cost or repairs for damages caused by delivery people.
- 3) For the convenience of the Owners, urgent Federal Express or courier deliveries are first taken to the cleaners and before closing the cleaners will pass them on to the Guard.
- 4) Under no circumstances will the doorman sign for a delivery other than courier and messenger deliveries and only when the dry cleaners are closed.
- 5) The Association, Board, Management Company and their employees disclaim all liability for any damage to, or loss of, deliveries.

O. Guard

The Guard will only open the main entrance door for residents, and guests whose admittance has been authorized by a resident. Such authorization may be via telephone or inclusion of the guest's name with the Management Company on an admittance list.

A resident is to display his/her common area key to the Guard upon request before entering the inner lobby of the building. The Guard will assist in opening the door. He/she will also assist in the outer lobby with groceries, large packages, luggage, buggies, etc. The Guard is not permitted to leave his/her post unattended other than for brief breaks or emergencies.

All visitors, including regular guests, outside service technicians and delivery persons, must be announced by the Guard on the lobby telephone before gaining access to residential floors.

All delivery personnel, construction workers (and guests of Owners when Owner is not present), must sign in with the Guard and comply with other applicable security procedures. Delivery persons must leave a drivers license with the security desk. If the driver cannot provide such the Owner must come to the Security Desk to receive the delivery.

The Guard is not to move cars or open unit doors. The Association, Board, Management Company and their employees disclaim any and all liability resulting from packages or keys left with the Guard.

The Guard may be required to admit to the building, or to a unit, law enforcement officers duly empowered by warrant, subpoena or other court order or process. In such event, neither the Association, Board, Management Company, nor their employees, shall be liable for compliance with such warrant, writ, subpoena, order or process.

P. Roof Deck Use

1) Use and Access

- a. Owners with private roof decks must keep a fire extinguisher in their units.
- b. CHARCOAL OR WOOD GRILLS ARE NOT PERMITTED ON ANY ROOF DECKS, BALCONIES OR PATIOS DUE TO THE FIRE HAZARD.
- c. Parties or loud noises on roof decks shall last no later than 10:00 PM on Sundays through Thursdays and 12:00 AM on Fridays and Saturdays. The Owner responsible for the party shall remove all debris from parties or other use of the deck. The above regulations shall apply to all roof decks, whether private or common areas.
- d. THE USE OF FIREWORKS ON DECKS, PATIOS OR ANY BALCONY IS STRICTLY PROHIBITED.
- e. The common roof deck is for the use of Owners and their guests. Owners and their guests are permitted only in the area surrounded by the railings; the rest of the roof area is off limits to everyone. Access is through the center stairwell located behind the north elevator.
- f. Non-residents will not be permitted on the common roof deck unless he/she is accompanied by an Owner or resident or by a member of an Owner or resident's family.
- g. Guests of Owners are limited to fifteen people on the common area roof deck without requiring a deposit.

2) Parties on Common Roof Decks

- a. If an Owner is planning a gathering of more than 15 people, not to exceed 50 invited guests, a deposit of \$500.00 will be required. All parties of more than 50 people must have prior written approval by the Board and a deposit of \$1,000 will be required.
- b. An Owner is not permitted to join other Owners to have many small parties to avoid a deposit or to exceed the 50-person limit. All parties occurring at the same time will

- be considered one party. Any damages resulting from guests or visitors will be charged to the Owner(s) responsible for the party.
- c. All deposits shall be paid two weeks prior to the party. All necessary clean up or repairs shall be deducted from this deposit. Any damages in excess of the deposit amount will be charged to the responsible Owner(s).
 - d. An estimated guest list must be supplied to the Management Company two days prior to the party with a final list delivered the day of the party.
 - e. Partygoers may use no building common area facilities. Guests must use their host's unit's facilities.
 - f. Owners will incur an additional \$1,000 fine for parties that are held in violation of the above rules.

Q. Bicycles

Bicycles may not be brought through the lobby. Bicycles must be taken in and out of the building through the Grand Avenue or garage exits. Bicycles may not be stored in the hallways or stairways. Such storage represents a safety and fire hazard.

No roller blades, ice skates, or cleated shoes may be worn in any of the common areas within the building.

R. Heat

If a resident will be away from his/her unit for an extended period of time during the winter months, the heat should not be turned off completely. Turning the heat off completely may result in frozen water lines. A minimum of sixty degrees is recommended in the winter. Damage caused by a frozen water line is the responsibility of the respective Owner. This includes damage to other units.

S. Miscellaneous

- 1) Artwork, posters, seasonal decorations or other hangings placed on the walls of the hallways, elevator, stairways or any common areas, are not permitted without the approval of the Board, and shall be removed if so requested. There shall be no responsibility of the Association or the Management Company for loss or damage to any items hung in the hallways.
- 2) Absence from the City - Emergencies can occur while residents are out. In case of an emergency, the Association reserves the right to have its designated representative enter a unit. If residents are going out of the city, it is recommended that they furnish an itinerary to someone in the building so that they can be reached should an emergency arise.
- 3) Advertisement/Notices - No advertisement or notices may be posted anywhere in the building without prior approval of the Board of Directors, except the unlocked bulletin

board located in the mailroom. This includes appropriate notices of charity events, garage or unit sales, or information about parties to be held in the building.

- 4) The locked bulletin board in the mailroom is reserved for Association notices and Board business only. Items to be posted must be pre-approved by the Board or Management Company and delivered to the Security Desk, which will manage the posting.
- 5) No soliciting from any business will be permitted in the buildings. No fliers or notices of any kind are allowed to be distributed in the building, without prior approval by the Board.
- 6) No real estate signs will be permitted in windows or any other common areas visible to others.
- 7) Temporary open house signs will be permitted only at the Kingsbury entrance during the hours of the open house.
- 8) Please remind Realtors there is no parking allowed in the tow zone area in front of the building. A fine of \$ 200 may be assessed to the Owner of the unit the Realtor is showing.

T. Summary

These rules and regulations are to be used in conjunction with the State of Illinois Condominium Property Act, Cook County and City of Chicago Zoning regulations and the River Bank Lofts Condominium Association By-Laws and Declaration of Condominium. The Board reserves the right to interpret this document.

EXHIBIT A

OWNER INFORMATION FORM

Date: _____ Unit #: _____

Legal name(s) in which the Unit is held: _____

Property Address: _____

Mailing Address (if different than above): _____

Name: _____ Home Phone: _____

Work Phone: _____ E-mail: _____

Employer: _____

Address: _____

Position: _____ How long: _____

Spouse's Employer: _____

Address: _____

Position: _____ How long: _____

Others residing in Unit: _____

Pet(s) (type(s), number, name(s)): _____

Parking Space #: _____ License Plate #: _____

Vehicle Make/Model: _____

In case of emergency, contact:

Name: _____ Phone: _____

Signature of Owner(s): _____

EXHIBIT B

RESIDENT INFORMATION FORM

Date: _____ Unit #: _____

Owner's Name: _____

Property Address: _____

Mailing Address (if different than above): _____

Renter's Name: _____ Home Phone: _____

Work Phone: _____ E-mail: _____

Names of all residents living in Unit: _____

Lease expiration date: _____ Lease on file: _____

Employer: _____

Address: _____

Position: _____ How long: _____

Spouse's Employer: _____

Address: _____

Position: _____ How long: _____

Others residing in Unit: _____

Pet(s) (type(s), number, name(s)): _____

Parking Space #: _____ License Plate #: _____

Vehicle Make/Model: _____

In case of emergency, contact:

Name: _____ Phone: _____

Signature of Renter(s): _____