

RULES AND REGULATIONS

HeatherRidge Condominium Association – One

Revised May 2023

This revision reorganizes and clarifies the contents for easier understanding. Additions to this document are: Illinois Condominium Property Act requirements for homeowners insurance; specifications of a \$25.00 fine for overdue assessment payments; ban of electrical cords in unit alcoves; requirements that replacement carpeting on balconies be green; bicycle rack rules; and other minor additions. Please read this document in its entirety.

Association Documents (which include the Declarations, Bylaws and Rules and Regulations): It is every unit owner's responsibility to keep all documents up to date. New sets can be ordered by contacting the Management Company or by going online at www.heatherridge.org. The unit owner may have to pay a third-party vendor a fee to obtain a copy of these documents.

NEW: Please note that referring to COMMON ELEMENT in the Illinois Condominium Property Act (ICPA) is referred to Common Area in our Rules and Regulations.

HEATHERRIDGE CONDOMINIUM ASSOCIATION - ONE Rules and Regulations

Preamble

Welcome to HeatherRidge Condominium Association – One (HRCA #1.) We extend our best wishes to you in your home and hope you will enjoy living in our community.

Rules and regulations are established by the Board of Directors. They are derived from The Illinois Condominium Property Act and the Declarations and Bylaws of HeatherRidge Condominium Association – One.

The following rules and regulations provide the residents of our association with a practical guide for day-to-day living in our multi-family community in consideration of the common aspects of ownership.

The intent for having these rules is to:

- Maintain and protect association property,
- Provide all residents with the opportunity for peaceful enjoyment of their homes, and
- Maintain standards to increase the value of our homes.

We do not want to implement more rules and regulations than are necessary. However, considering the close living arrangements that this style of housing imposes on us, we ask all homeowners to:

- Ensure that you, your family members, and guests adhere to these rules and regulations;
- Adopt a spirit of mutual respect, cooperation and empathy towards others;
- Contribute to the cleanliness and orderliness of our individual and community property; and
- Make a special effort to understand and accommodate other homeowners whenever possible.

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Section One – General

1.01 Condominium Property Act

The Condominium Property Act of the State of Illinois provides that owners and residents be governed by their own bylaws. The Declaration and Bylaws of HEATHERRIDGE CONDOMINIUM ASSOCIATION—ONE (hereafter referred to as the Association), which each owner will receive upon purchase of his/her unit, authorizes the Board of Directors to adopt such rules and regulations as it deems advisable after approval of unit owners. Rules are given to new owners by the HUA, in addition to a review with an association board member. (Also available online through the HeatherRidge website. www.HeatherRidge.org Community Info; HeatherRidge Condominium Association - One; Rules & Regulations; Bylaws)

1.02 Managing Agent

The “Managing Agent”, or Management Company, is employed by the Association to manage the day-to-day business of the Association. Whenever reference is made to “submission to the Association”, this means to contact the Management Company.

Section Two – Sharing of Expenses

2.01 Timely Payment of Common Expenses

Unit owners pay a monthly assessment according to their proportionate share of the common expenses of the Association. In addition, the HeatherRidge Umbrella Association assesses owner(s) their proportionate amount of the expenses for maintaining the HeatherRidge neighborhoods and overall community. This combined assessment is payable to the Management Company by the first of each month.

2.02 Failure to Make Timely Payments

Assessments and other charges which are not paid when due to the Association will be considered delinquent. If not paid within thirty (30) days after the due date, the homeowner will be charged a late fee of \$25.00.

Section Three – Common Areas

3.01 Smoking

Smoking is prohibited in all common areas, including the stairwells and the garage. Residents must take steps to ensure smoke does not infiltrate the common, limited common areas or other units.

3.02 Industry – Trade in Building

No industry or trade business of any kind is permitted on the premises other than the receiving of telephone calls, electronic communications, or correspondence.

3.03 Satellite Dish/Antenna

Satellite and cable dishes/antennas can only be installed by a licensed professional on an owner's balcony limited to one meter (3.2 feet) in diameter or smaller, and only on a stand. They may not be attached to the building or balcony, and they may not be installed on the roof of the building unless approved by the Board of Directors.

3.04 Grills

Only gas or electric grills are allowed on the balconies. Charcoal grills are prohibited by insurance carriers and the Village of Gurnee Fire Department.

3.05 Balcony Usage

Balconies are considered Limited Common Areas. Patio furniture and plants are a welcome means of keeping balconies attractive all year round. No plantings of any kind shall be permitted on the balcony railings unless securely affixed to the railing. No one shall paint railings, have any items including laundry aired or dried or any objects thrown over balcony railings. Balconies are not to be used for storage. Indoor/outdoor carpeting on the balconies must be green. Purchasing and installing replacement carpeting is the responsibility of the homeowner. The association will be responsible for maintenance of the limited common area balcony, which includes the ceilings, walls, and railings.

3.06 Fixtures to Common Area/Garage

Nothing may be permanently affixed to any common area of the building or in the garage.

3.07 Bird Feeders/Wind Chimes/Hanging Plants

No bird feeders or wind chimes are permitted on the balconies. Hanging plants should be affixed securely to the balcony ceiling with a metal hook. Please take hanging plants down when high winds are to be expected to prevent harm to others.

3.08 Feeding Wildlife

Feeding of any wildlife, including but not limited to geese, ducks, etc., is strictly prohibited.

3.09 Alcove Usage

A unit alcove is a Limited Common Area. Only one (1) hanging item is permitted in an alcove, except for units with double doors, whereas two (2) items are allowed. No items are permitted on the floor of the alcoves.

3.10 Recreational Activity in Garage

No recreational activity in the garage or any common area is permitted, i.e., skateboarding, rollerblading, or similar activities.

3.11 Storage of Personal Items

Personal items such as strollers, grocery carts, etc., are NOT to be stored in the hallways, stairwells, alcoves, or common areas of the storage rooms.

3.12 Unreasonable Noises and Disturbances

Unlawful and disturbing noises and practices: no unit owner shall make or permit any unreasonable noise which will interfere with the rights, comfort, or convenience of other residents.

Section Four- Maintenance of Units

4.01 Damage to Common Areas or Other Units

Each owner shall be responsible for all expenses incurred resulting from the owner's negligence, or the negligence of tenants, guests, and tradesmen, to the common area and other units.

4.02 Homeowners' Insurance

In accordance with Illinois Condominium Law 765 ILCS 605/12(h): Unit owners must obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of the owner or his/her guests, residents, or invitees, or regardless of any negligence originating from the unit. The personal liability of a unit owner must include the deductible of the owner whose unit was damaged, and any damage not covered by insurance.

4.03 Proof of Insurance

Unit owners must provide the Management Company with a certificate of proof of insurance on an annual basis naming HeatherRidge Condominium Association – One as an Interested party.

Section Five – Repairs and Remodeling to Units

5.01 Hours for Remodeling/Repair

Remodeling/repairs in any unit may be done only between the hours of 8am until 6pm, Mondays through Fridays and 8am until 5pm, Saturdays. No remodeling or repairs are permitted on Sundays or holidays.

5.02 Remodeling Requirements/Permits/Approvals

An owner who desires to make any major changes to the structure of their unit, such as modifying the bathrooms, removing, or adding walls, changing windows, having work performed on the electrical, plumbing, HVAC or other systems, is required to notify the Board of Directors/Management Company HUA₂ in advance of the work. The following requirements also must be met before any work may begin:

- All plumbers and electricians must be licensed,
- The Village of Gurnee is to be notified in advance and a building permit obtained,
- The Board reserves the right to retain the services of a qualified contractor, to inspect the work to assure that there has been no damage to the structural integrity of the building and its systems. The cost of the inspection shall be the responsibility of the unit owner,
- All work must be in compliance with local codes and ordinances, and
- Forms must be submitted to the Management Company. (See Appendix)
 - Alternations, Additions, and Replacements Application (including flooring).
 - Hold Harmless Agreement

5.03 Tradesmen's Insurance

Tradesmen who work in any unit must provide a Certificate of Liability Insurance. The coverage requirement is as follows:

- \$1,000,000 per occurrence,
- \$2,000,000 aggregate including products and/or completed operations,
- The Association must be listed as an additional insured on the Certificate of Liability Insurance.

5.04 Electrical Rooms

Absolutely no one is allowed to enter the electrical room without permission from the Management Company. To receive permission the person must be an electrician that has on file a current Certificate of Liability Insurance and a copy of their license.

5.05 Plumbing Information

If an owner is having plumbing work done that requires the water to their unit to be shut off, please be aware that the water is also shut off for all the units in that same stack. If the work is not an emergency, please notify the Management Company at least three (3) days ahead time. It would also be helpful if the owner would give them an approximation of the hours of the shut-off. Be aware that there is one shut-off valve for the bathroom(s) and another valve for the kitchen. If there are any questions, please call the Management Company before work begins.

Section Six – Moving In or Out

6.01 Moving Notification

All moves are subject to the current moving policies. Please contact the Management Company a minimum of seven (7) days before the move. All move-ins and move-outs are permitted only between the hours of 8am and 5pm. The Management Company will provide you with the schedule of fees and refundable deposits associated with the move. The Management Company will provide you with contact information for the designated representative who must be present during all moves.

Section Seven- Personal Storage

7.01 Assigned Storage/Flammables

Extra storage is available in unit-assigned closets. Items must be contained within the walls of the storage units. Containers, goods or materials of any kind that are perishable, flammable, or explosive are not to be stored in the personal storage areas or anywhere in the common areas.

Section Eight- Household Pets

8.01 Pets Permitted and Service Dogs

Pets are limited to cats, birds, and tropical fish. Cats and birds must always be confined to the owner's unit. Service dogs are allowed in accordance with the law.

8.02 Pets Not Permitted

Dogs, with the exception of service dogs, and exotic pets are not permitted in the building at any time. Exotic pets are defined as reptiles, monkeys, ferrets, rodents, etc.

8.03 Additional Pet Information

Pet owners must dispose of pet waste in the garage dumpsters, not down the garbage chutes. Owners are responsible for all damage to the common or limited common areas caused by the pets. All pets (including cats) must be leashed or always caged when outside of the unit. Pets shall not be kept on the balcony when the owner is not in the unit.

8.04 Pet Disturbances

Owners of any pet creating an unreasonable disturbance shall be given a warning. If it is not resolved in a timely manner, the pet owner will be asked to remove the pet from the building.

Section Nine- Garbage, Trash, and Recycling

9.01 Garbage, Trash and Recycling Receptacles

Garbage and trash receptacles are located in the garage in an enclosed room next to the stairwell. Chutes for small bags of garbage are located on each floor next to the central stairs. Recycle receptacles are located in the open area of the garages. Receptacles for large items are located on the east side of the HeatherRidge Maintenance Department on Manchester Drive.

9.02 Garbage Chute Rules

Before being dropped down the garbage chute, all garbage must be contained in sealed plastic bags no larger than 13 gallons. Any items larger than 13 gallons should be brought downstairs and deposited in the trash dumpster. No large items such as mops, brooms, boxes, etc., should be sent down the garbage chute. Long florescent bulbs should be taken to SWALCO, ACE or Menards. Disposal of florescent bulbs is the responsibility of the owner.

9.03 Recycling Rules

Recycled materials must be properly rinsed out if necessary and deposited in the recycle receptacles. All boxes must be broken down. Styrofoam cannot be recycled.

9.04 Trash in Common Areas

No trash or garbage should be left in any of common areas (garages, stairwells, corridors, etc.). Discarded appliances and furniture must be removed from the property. Items too large for the containers must be taken to the receptables located on the east side of the Maintenance Department on Manchester Drive (which are for owners' use only). Christmas trees must be taken to the Maintenance Department receptacles. Commercial installers and deliverers, etc., may not use these receptacles.

9.05 Carpeting/Furniture/Appliance Removal

Carpeting, padding, and discarded furniture and appliances, if not removed by installers, may be disposed of at the Maintenance Department on Manchester Drive. The owner/installers must transport the items; no one will come to pick them up. No materials of any kind can be thrown off balconies.

Section Ten – Display of Signs and Notices

10.01 Windows and Doors

No advertisements, for sale signs, etc., can be displayed in a window or affixed to a unit door. Real Estate Brokerage key boxes are prohibited from being affixed to any portion of the common or limited common areas and must be placed on the horizontal post outside of the HUA maintenance/security office.

10.02 Community Bulletin Board

Information may be posted only on the community bulletin boards located within the garage area and lobby for no more than thirty (30) days. All notices must be dated and have contact information. Please respect each owner's right to post on the bulletin boards and each owner should take down posting when the thirty (30) days has expired.

Section Eleven – Seasonal and Holiday Decorations

11.01 Duration

All holiday decorations must be removed no later than five (5) days immediately following the holiday, except for December decorations which must be removed no later than January 31.

11.02 Decoration Limitations in Alcove Area

No electrical attachments or noise-making decorations may be used in the owner's alcove area.

Section Twelve – Common Area Décor

12.01 Décor Responsibility

Building Décor is determined by the Board of Directors. Therefore, no personal items, decorations, signs, etc. are allowed in the main lobby or in the common areas of each floor.

Section Thirteen – Deliveries

13.01 Notification to Management Company

For purposes of padding the elevator, notification of delivery date must be given to the Management Company at least two (2) days prior to delivery date of large items. Their hours are Monday through Friday between 9am and 5pm and their phone number is (847) 816.9300.

Section Fourteen – Garage and Parking Areas

14.01 Vehicle Maintenance

No maintenance of any motorized vehicle is permitted in the garage or parking lot.

14.02 Vehicle Leakage

A means to catch and retain leaking oil shall be placed and maintained under those vehicles that are leaking. Owners are responsible for any clean up in a timely manner.

14.03 Licensed/Motorized Vehicles

A licensed automobile and/or a licensed motorcycle is/are allowed in any one assigned garage stall. The motorcycle must be pushed in and out of the garage without the motor running. No commercial vehicles are permitted in the garage without the consent of the Board.

14.04 Parking Spaces/Rental

The rental of any parking stall is restricted solely to residents of the Association. Any rental of a parking space must be reported to the Management Company and HeatherRidge Security within ten (10) days. See form in the Appendix.

14.05 Garage Stall Storage

Garage stall storage is limited to storage lockers, grocery carts, strollers, car seats, golf clubs, golf bag and golf pull cart. Handicap/ambulatory equipment required for transportation to and from units is permitted.

14.06 Storage Cabinet Standards

Storage lockers may be placed in your stall against the back wall, not to encroach on another space. Storage items must be contained inside the locker. No perishables, flammables, or explosives may be stored in the lockers.

14.07 Bicycle Rack

A bicycle rack is available for those who need a space for a functioning bicycle. Attach a tag with unit number and owner name. Bicycles out of repair and bicycle parts are not permitted. No other items may be stored on or by the bicycle rack.

14.08 Leaving Vehicle While Out of Town

If you are going to be gone from the building for an extended period of time and intend to leave your vehicle, you are to leave your key to that vehicle with someone who will be responsible for moving the vehicle if needed by the Management Company. It is important that you also let HeatherRidge Security know who to contact in an emergency in your absence.

Section Fifteen – Security

15.01 Open Doors

The use of any doorstop to prevent common area security doors from closing or to hold doors in an open position is not permitted. If delivery demands that doors remain open, it is the resident's obligation to be present or designate another's presence at the security door in use.

15.02 Building Access

Please establish identification for all requesting entry to the buildings. Do not buzz people in if you do not know them. Solicitors are not permitted.

Section Sixteen – Elevators

16.01 Holding Doors

Motion sensors have been installed in the elevators of each building to ensure the doors will remain open during entry and exit. When it is necessary to momentarily "hold" the elevator, the DOOR HOLD button is to be used. DO NOT wedge the door open or repeatedly interfere with its closing in any manner. DO NOT hold the door open with your hand or any object. Holding the door open this way can cause the motor to keep running and then burn out. This would mean the elevator would be down until it is repaired.

Section Seventeen – Laundry Room

17.01 Use of Laundry Room

Use of common laundry equipment (washer, dryer, or sink) is limited to the hours of 8am until 10pm.

17.02 Report Equipment Malfunction

Report any equipment malfunction immediately by calling the 800 number listed on the equipment.

17.03 Laundry Material Usage

No laundry material is to be stored in the laundry room.

17.04 Laundry Removal/Cleaning

Laundry must be removed promptly upon completion of the washing or drying cycle. Courtesy directs that washers and dryers be thoroughly cleaned after each use.

Section Eighteen – No Condo Leasing Policy

18.01 No Condo Leasing

Declaration of Condominium Ownership for HeatherRidge Condominium Association – One Amendment, recorded on April 20, 2006, prohibits leasing of any unit without written Board approval. Read the Amendment for further clarification. The Amendment may be obtained from the Management Company if you do not have it in your Declarations document.

18.02 Owners' Responsibility

Any person, including owners, renters, and guests, who reside in one of the condominiums of our Association is required to be knowledgeable about and follow the Rules and Regulations. It is the Unit owner's responsibility to ensure that the person(s) living in their unit have a current set of Association documents. They may also be obtained by going online at www.heatherridge.org

Section Nineteen – Unit Sales

19.01 Management Responsibility

When Management presents the disclosure statement to the buyer before the closing, they will also provide copies of the Association documents, which include the Declaration, Bylaws, Rules and Regulations and Amendments. There may be a monetary charge to the seller.

Section Twenty – Enforcement of Rules

20.01 Owner Liability

If a unit owner/resident violates or is otherwise liable for a violation of any of the provisions of the Declaration, Bylaws, or Rules and Regulations, the Board of Directors may levy a fine.

20.02 Violation Redress

Any complaint which alleges a violation of the Declaration, Bylaws, or Rules and Regulations must be made in writing to the Management Company. At a minimum, a complaint must set forth the following information:

1. The name(s), unit number and phone number of the complaining party.
2. The unit owner's name (and unit number if known) against whom the complaint is filed.
3. The specific details or description of the alleged violation, including the date, time, and location of the violation.
4. A statement by the complaining party that she/he will cooperate in the enforcement procedures and will provide testimony at any hearings which may be necessary.
5. The signature of the complaining party and the date on which the complaint was made to the board.

20.03 Violation Notification

The owner(s) charged with the violation will be given written notice of the complaint, informing the owner(s) of the alleged violation and (1) will be given a warning not to repeat the alleged conduct or (2) of a time and place where the Board of Directors will conduct a hearing to review the complaint.

20.04 Violation Determination

In the event of a hearing, the owner shall have the right to present a defense and evidence regarding the violation. All hearings shall be closed. After hearing both sides, the Board will determine if a violation occurred; and, if so, whether a fine should be levied. The unit owner/resident may be assessed a fine of not less than one hundred dollars (\$100). The Board will notify the unit owner/resident of its decision in writing. All fines assessed will be due and payable on the first of the next month. Two hundred dollars (\$200) will be assessed with a second occurrence of the same violation within one year. Payment will be made to the Association at the Management Company.

20.05 Daily Fine

The Board shall have the authority to assess a daily fine for violations of a continuing nature in an amount determined by the Board for each day that the violation remains uncured. In the event the owner has been fined for the same continuing violation within the last year, the Board shall have the authority to assess a daily fine in an amount determined by the Board for each day that the violation remains uncured.

Upon further or continuing violations by a unit owner/resident, the matter will be forwarded to the Association's attorney for appropriate legal action. All attorney's fees and costs incurred will be charged back to the unit owner's account.

Appendix

HEATHERRIDGE CONDOMINIUM ASSOCIATION – ONE ALTERATIONS, ADDITIONS, & REPLACEMENTS APPLICATION

Homeowner:	Date:
Address:	Home Phone:
City:	Work Phone:
Description of improvement:	
Dimensions:	
Supplier:	Cost:

Drawings of all improvements must be attached to the application to show location and dimension(s) relative to existing structures or an actual brochure indicating color.

As of the approval date of this alteration, I accept full responsibility for the altered area and agree to maintain it in a safe and presentable condition.

Signature:	Date:
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Send completed form to the Management Company.

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FOR OFFICE USE ONLY

Date Received:	By:
Date Approved:	By:
Reason for disapproval:	
Final inspection by:	Date:
Copy to homeowner:	Original to be filed:

HEATHERRIDGE CONDOMINIUM ASSOCIATION – ONE

HOLD HARMLESS AGREEMENT

In consideration for being allowed to make certain modifications, the owner hereby indemnifies and holds harmless the Board, the Association, its agents and members from any and all damages, claims, controversies and causes of action resulting from the installation or use of any modification, including the payment of any and all costs of litigation including attorneys' fees and witness fees. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of any exterior modification.

Signature of Owner

Printed Name

Address

Date

HEATHERRIDGE CONDOMINIUM ASSOCIATION – ONE

GARAGE SPACE RENTAL AGREEMENT

(Please print clearly)

Homeowner:		Date:	
Address:		Home Phone:	
City:		Cell Phone:	
I have agreed to rent my garage parking space #:			
To:		Who resides in unit:	
Home Phone:	Cell Phone:	Work Phone:	
From (date):		To (date):	
Car make, model, and color:		License Plate #	

Renter understands that this agreement is null and void upon the sale of the unit or the demise of the owner.

Owner's Signature:	Date:
Renter's Signature:	Date:

A copy of this agreement must be given to the Management Company and to HeatherRidge Security within ten (10) days.