

EAST POINT CONDOMINIUM ASSOCIATION

CONSTRUCTION AND REMODELING RULES

(Effective: December, 2024)

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EAST POINT CONDOMINIUM ASSOCIATION CONSTRUCTION AND REMODELING RULES

1. PURPOSE. The Board of Managers of East Point Condominium Association (the "**Board**") encourages Unit Owners to maintain and improve the interiors of their respective Units to their personal requirements subject to the terms of these Construction and Remodeling Rules, which are designed to protect the structural integrity of the Common Elements and the rights of all other Unit Owners to the quiet enjoyment of their respective Units. The Board believes that these Rules, which amend and restate in their entirety all prior versions of remodeling and construction rules and regulations previously established by the Board, will allow substantial renovation (sometimes referred to as "**Unit Work**") within individual units while at the same time protecting the safety and comfort of all residents and preserving the Building and all portions of its systems and elements comprising the Common Elements (as defined in the Association's Declaration and the By-Laws).

2. PROHIBITION OF UNIT WORK NOT PERMITTED BY THESE RULES. No Unit Owner shall perform (or hire a contractor to perform) any Unit Work that is not expressly permitted by these Rules. Upon a Unit Owner's violation of this prohibition (or a Unit Owner's or his contractor's violation of any other provision of these Rules), the Board shall be entitled to exercise any one or more or all of the remedies specified in these Rules, or as may be otherwise specified in the Association's Declaration and the By-Laws.

3. WRITTEN APPLICATION REQUIREMENTS. All substantial remodeling shall require the written permission of the Board prior to the commencement of any Unit Work, except as noted in Section 3.2, below:

3.1 **Checklists and Forms.** On behalf of the Board, Management shall develop, maintain, and update as necessary, such Unit Owner, contractor and employee checklists, forms, and training, as is necessary or appropriate in order to implement the Application process under these Rules in a manner that is user friendly for the Unit Owners.

3.2 **Minor Decorating Not Requiring Prior Written Board Permission.** Any Unit Owner may paint (including repair of existing wall and ceiling surfaces), wall-paper, replace existing carpeting, replace existing light fixtures and switches, replace bath and closet towel and clothing bars and related storage fixtures, install or replace window blinds, shades or draperies, install or replace closet shelves and closet doors, and replace existing kitchen, laundry and air conditioning appliances without obtaining prior written Board permission; **provided, however,** that any such painting and minor decorating Unit Work shall otherwise be done in full compliance with all the other requirements of these Rules including provisions governing permitted times and methods for Unit Work, insurance and other requirements for outside contractors, protection of Common Elements and removal of decorating debris from Association premises. If a Unit Owner is uncertain whether prior written Board permission is required for contemplated decorating, the Unit Owner has the obligation to contact the Building Office for a preliminary evaluation by the Management, which preliminary evaluation shall be reported to the Board.

3.3 **All Other Construction and Remodeling Requiring Prior Written Board Permission.** All other construction and remodeling work (including, without being an exhaustive list, Unit Work moving, adding or removing interior walls, installing hard surface flooring, creating any new plumbing or electrical service or distribution within the unit, initially installing a clothes washer and/or dryer when one does not now exist in a unit, installing kitchen, bath, closet or other built-in cabinetry, installing a balcony enclosure, or any other work which in any way affects the perimeter walls of the subject unit or the way in which the unit connects to Common Element plumbing and electrical service) shall be deemed "substantial" and shall proceed only after the Unit Owner first makes an application for remodeling and obtains the Board's written permission for the intended improvements.

3.4 **Requirements of Application for Remodeling.** Not less than thirty (30) days prior to the intended commencement of any Unit Work referred to in Section 3.3, above, the Unit Owner shall make a written application to the Board by delivering to Management at the Building Office the following items:

(a) **Application Fee and Security Deposit.** The Unit Owner shall deliver checks payable to the Association in total amount of \$400, comprising:

(i) With the Application, a nonrefundable Application Fee of \$100, which sum may be deemed to help defray the costs of processing the application, any professional evaluation of plans and specifications (as detailed below) or the operating and capital costs of the Association; and

(ii) A Security Deposit of \$300, to be held in Association funds to secure the performance by the owner and each of the owner's contractors of all obligations under these Rules (delivery of which sum may be delayed by owner, pending the receipt of Board permission, until the last business day immediately preceding the date specified in the application for commencement of Unit Work); provided, that,

(iii) If the cost of any professional review of plans and specifications exceeds or might exceed \$50, the owner shall promptly remit to the Association such additional funds for professional review of plans as will allow Management to obtain the professional evaluation it requires; and if any portion of the Security Deposit is applied to remedy violations of these Rules by the owner or any owner contractor, the owner shall within five (5) business days after notice of application of Security Deposit replenish the Security Deposit to a total of \$300; provided, further, that upon final completion of the Unit Work, all portions of the Security Deposit not applied for the purposes deposited hereunder shall be refunded to the Unit Owner. However, in all cases, after completion of the Unit Work, Management shall provide the Board and Unit Owner an itemized accounting of all funds expended and all amounts refunded to the Unit Owner.

(b) **Plans and Specs.** Three copies of detailed plans and specifications drawn on a scale of 1/4" to one foot, showing all material elements of the Unit Work, together with the owner's letter requesting permission to remodel also giving a description of all work contemplated in the plans and specifications. Management, consulting with the Architectural and Engineering Committee ("**Engineering Committee**"), shall be responsible for making a recommendation on each such application to the Board and may require the Unit Owner to supplement the original plans and specs with more detailed architectural renderings in the case of complex renovations or may waive the requirement of written plans and specs in the case of simple renovations otherwise supported by bid documents from qualified contractors, and may accept non-professional, but accurate, drawings of the simple renovation work that does not materially affect Common Elements.

(c) **Homeowner's Insurance.** Proof of Homeowner's insurance in coverage amounts otherwise required by the Association.

(d) **Schedule of Contractors and Subcontractors.** A complete list of all contractors and their subcontractors then intended to be employed for the Unit Work, including business name, address, telephone and FAX number, job foreman name and separate cell phone or other contact telephone number, and copies of all contracts either accepted or to be accepted in connection with the Unit Work. Unit Owner remains under a continuing obligation during the progress of Unit Work to supplement the Application with the same information for any new contractors or subcontractors not known at the time of filing of the initial Application.

(e) **Contractors' Liability Insurance.** Certificates of liability insurance for all contractors furnishing Unit Work in amounts as may be deemed reasonable by the Board, with endorsements showing the Association as an additional insured party. Contractors shall also furnish certificates of insurance showing the maintenance of statutory Workers Compensation Insurance to cover their work.

(f) **Copies of Issued Licenses and Permits.** Copies of all City of Chicago and other governmental licenses and permits issued in connection with the Unit Work. The Unit Owner shall at all times be responsible for obtaining any and all permits and licenses legally required in order to allow the Unit Work to be done. The

Board's decision to grant permission to remodel is not and shall not be construed as the Board's determination that all necessary permits and licenses for the Unit Work have been obtained (or that none need be obtained), and the Board and Association shall have no liability whatsoever to the Unit Owner, or Unit Owner's contractors, or any successor in interest to the Unit Owner, in the event that a competent government authority later determines that a permit was not properly issued for Unit Work permitted under these Rules.

(g) Unit Owner's Indemnification (Exhibit A). Unit Owner shall deliver as part of the Application the Indemnification Agreement, in the form attached to these Rules as Exhibit A, executed by all persons or entities having an ownership interest in the subject unit indemnifying the Association, the Board, its officers, employees and contractors for any Unit Owner failure to obtain necessary permits and licenses and acknowledging owner's sole responsibility for completion of the Unit Work in a manner satisfactory to the Unit Owner.

(h) Proposed Work Schedule. A proposed schedule of the duration of the Unit Work demonstrating that the work will be accomplished within six (6) months of inception.

(i) Proof of Off-Site Waste Service. On Unit Work requiring substantial demolition and removal, proof that a third party waste hauler has been or will be contracted including the requested schedule for allowing a waste dumpster to be positioned near the loading dock north apron.

(j) Construction Access Keys. Owner agrees not to allow any contractor to possess keys to the unit (or any outer Building door), and will deliver to Management not later than the date work commences, as part of the Application, an extra set of Unit keys for construction access purposes.

(k) Notice of Changes. Owner shall notify Management immediately upon the occurrence of any and all of the following: (1) damage to common property, or the property of another unit owner, (2) completion of work, (3) work period extends beyond six months, (4) any change in work scope that would otherwise be covered by these Rules, and (5) delays in scheduled commencement, or suspensions, of work likely to extend for more than 30 days.

(l) Additionally Requested Information. On behalf of the Engineering Committee or Board, Management may send a written notice to the Unit Owner requiring additional information during or after the Application review process.

4. **CONSTRUCTION AND REMODELING PERMISSION LETTER.** The complete Application shall be initially evaluated by Management, in consultation with the Engineering Committee, and plans and specifications shall be reviewed at applicant's cost by a qualified professional as determined to be advisable by Management. Management shall keep the owner-applicant advised of the progress of and any additional requirements for review of the Application. Upon final review of all required elements of the Application, which review shall be performed diligently and promptly, Management shall recommend to the Board whether Permission for the Unit Work described in the Application should be granted or denied. Recommendations granting Permission may attach such conditions affecting the scope or manner of the Unit Work as Management believes are advisable to protect the interests of the Association and other Unit Owners. All recommendations denying Permission shall attach a brief explanation of the reasons for denial. The Board President, as chief executive of the Association shall, promptly following receipt of the recommendation of Management issue to the owner-applicant a written action in response to the Application either Permitting the Application, Denying the Application, or Permitting the Application Subject to Specified Conditions. In the event that the Application is Permitted Subject to Specified Conditions, the applicant must consent in writing to the conditions of the permission prior to commencing the Unit Work. Should applicant commence such Unit Work without providing such written consent, all Unit Owners for the unit involved will be deemed to have consented to such Conditions and will be bound to comply with them. The Board President may from time to time designate in writing the Board Vice President or the Chairperson of the Engineering Committee as his substitute to finally evaluate, approve, disapprove or approve with conditions any Application made under these Rules.

5. **GENERAL RULES GOVERNING ALL UNIT WORK OF ALL KINDS.** The following rules shall apply to all work of every nature performed either by a Unit Owner or by a contractor on behalf of a Unit Owner. It is the Unit Owner's obligation to ensure that all contractors are aware of all Association construction rules and all communications from Management during the course of Unit Work. A contractor's actual lack of knowledge of a Rule shall be no defense to the Association's right to enforce any or all remedies it may have under these Rules. The Unit Owner shall be responsible for each breach of these Rules by his contractor, including costs and expenses of remedy following breach and fines, if any.

5.1 **Permits and Licenses.** All Unit Work shall be rendered in compliance with all applicable building, fire, health and safety codes in effect at the time of the work. The Unit Owner shall make an independent evaluation of whether applications for permits or licenses are required from any governmental authority and shall at the Unit Owners' sole cost obtain all such permits and licenses that may be required. No action or inaction on the part of the Board or Association, including the grant of Permission to proceed with work or any interim inspection by Association personnel or contractors, shall be deemed substitute for required permits or licenses or a determination that the work has in fact been done in accordance with applicable codes. The Unit Owner shall at all times be solely responsible for the legal compliance of Unit Work and the completion of Unit Work in a manner that is satisfactory to the Unit Owner, including compliance by Unit Owner contractors with these Rules.

5.2 **Normal Construction Hours and Project Duration.** Construction and related activities as noted in this Section 5.2, must be fully completed within a period of six (6) months after inception, between the hours of 8:00 AM and 5:00 PM on non-holiday weekdays ("**normal construction hours**"), provided:

(a) Work producing no audible noise and no noxious fumes may be performed personally by Unit Owners at any time and, additionally, by outside contractors on non-holiday Saturdays between 8:00 AM and 5:00 PM. As guidance to the Unit Owner, work involving use of hammers, drills, power screw drivers and power saws is deemed audible work which should not occur outside normal construction hours.

(b) Transport of tools, toolboxes, construction machinery or materials as well as the process of removing demolition debris from a unit to an approved waste collection point through common hallways, the Service Elevator and Service Door are deemed "construction and related activities," none of which may occur within any part of the Common Elements outside of normal construction hours. All these activities must be scheduled by contractors as part of their construction work and completed within the normal construction hours.

(c) Any renovation project that remains uncompleted after six (6) months of duration may be made subject to such additional conditions as may be imposed by Management or the Board in order to ensure that the renovation is diligently pursued to completion with as little additional disruption as possible and for the comfort and convenience of other residents of the Building.

5.3 **Contractor Work Day Check-In and Check-Out.** It is imperative that Management and the custodial staff have an accurate list of contractors working in the Building each day to ensure security, to monitor compliance with Rules and to fairly allocate Service Elevator usage among all persons. Contractor access to units will be allowed only on the following basis:

(a) No contractor may possess a key to any outer door of the Building or to any unit within the Building except as specifically allowed by these Rules. The Front Door Staff will maintain in safe keeping the keys to each unit for which a valid Permission to Remodel has been issued and will on each work day release the appropriate key to the identified contractor upon the contractor's check-in and collect the key at the end of each day upon the contractor's check-out.

(b) Contractors may pick up the unit key from the Front Desk each work day not earlier than 7:30 AM by signing the Contractor Log, identifying the unit destination, names of workers on that day's crew, telephone contact information, time in, scope of the work for the day and anticipated need for Service Elevator lock out usage, and by depositing a valid personal driver's license with the Front Desk staff.

(c) At the end of each work day, each contractor must deliver the unit key to the Front Door Staff and sign out of the Building.

(d) On Unit Work not requiring written Application or Permission, the Unit Owner shall notify Management in a timely fashion of the scheduling for outside contractors to perform work (including deposit of an additional set of unit keys), so that contractor check-in procedures may be maintained for all contractors. Even if Unit Owner intends to be present during the performance of work and to personally give contractors access to the unit, each contractor must check in and present a valid personal driver's license to gain access to the Building.

5.4 No Worker Occupancy of Units. No contractor, subcontractor nor any employee shall be allowed to use a unit for residential purposes (including sleeping overnight or recreation following a work day) either in or outside of normal construction hours. A Unit Owner may remain in residence in the unit during remodeling provided that adequate sanitation facilities will remain functional during the course of remodeling.

5.5 Service Entrance and Elevator; Loading Access and Parking. All contractors and subcontractors, and all tools, machinery, supplies and materials may enter or leave the Building only through the rear Service Door of the Building and using only the Service Elevator to access individual floors. Use of the Service Elevator for any construction purpose is allowed only during normal construction hours of 8:00 AM to 5:00 PM. The order in which contractors may use the Service Entrance and Elevator for these purposes shall be established by the order in which they check in with the Front Desk Staff, and shall be subject to such restraints and regulations as Building staff may direct after taking into consideration all activities potentially impacting use of the Service Entrance and Elevator for the day. Following Contractor Log check-in, a contractor may temporarily park his vehicle on the exterior apron adjacent to the Service Entrance for loading and unloading only. Subject to the discretion of the Front Door Staff to allow vehicles to remain parked at a designated location along the sea wall for up to 30 minutes or to allow vehicles not sized to safely enter the Building Garage, all contractors after unloading shall promptly park their vehicles in the Building Garage (subject to all Garage Rules then in effect regarding guest and contractor parking and charges) or shall park their vehicles off-premises.

5.6 Protection of Common Elements, Adjacent Units. Each contractor shall take such measures, both inside and outside the Unit, as may be necessary to protect the Common Elements and adjacent Units from damage, despoiling, debris and construction dust and shall be fully responsible for any impairment in the condition of the Common Elements or adjacent Units caused by the permitted Unit Work. Common hallways shall be protected during the transport of all construction tools and material or debris by completely covering floors with drop cloths or protective boards and padding walls and drywall comers with protective materials. All air vents within the kitchen and baths of the unit shall be sealed throughout construction to protect adjacent units from dust and noxious odors. Any debris remaining in the common areas adjacent to a Unit Work site within an hour after the contractor's daily check out (but in any event, by 6:00 PM), shall be cleaned by Building staff and charged to Unit Owner at the rate prevailing for maintenance repairs. Any damage to hallway floor covering, walls, doors or other surfaces or to light or electrical fixtures shall be repaired and restored by the contractor prior to completion of all Unit Work, and failure to do so shall authorize the Building staff to direct such repairs and restorations and to charge the cost of the same to the Unit Owner.

5.7 Off Site Disposal of Demolition and Construction Debris. All contractors shall provide for the complete off-site disposal of all demolition and construction debris, including without limitation drywall and framing removed during demolition, old doors, old appliances, plumbing and lighting fixtures, cabinetry of all sorts and other built-ins removed as part of demolition, old carpeting and flooring materials and empty paint cans.

NO CONTRACTOR SHALL DEPOSIT ANY DEMOLITION OR CONSTRUCTION DEBRIS OR MATERIAL IN OR NEAR ANY TRASH CHUTE, TRASH ROOM, COMMON AREA OR IN, OR ADJACENT TO, THE BUILDING'S TRASH CONTAINERS OUTSIDE THE SERVICE ENTRANCE. In the event any contractor violates this Rule, a scavenger service shall be called to immediately remove such materials on an emergency basis, and the entire cost of emergency removal shall be charged to the Unit Owner.

5.8 Plumbing and Electrical Work. All plumbing and electrical work shall be performed by a craftsperson licensed in his or her respective trade. The installation of new toilets, tubs, showers, sinks, washing machines and dishwashers may require replacement of shut-off valves. For any such work involving in-wall shutoff valves, the Owner shall ensure that the licensed craftsperson installs an additional in-unit shut-off valve for each applicable plumbing element installed. All plumbing work that requires a shut down of water service in the affected tier should be planned to occur during one single shut down. Every water service shut down requires a minimum of 48 hours prior written notice to the Building Office so that affected residents may be given appropriate notice. Each permitted remodeling is entitled to one water shutdown per riser without additional charge. If a contractor requires more than one water shut down per riser, all additional shutdowns will be charged to the Unit Owner at then prevailing maintenance rates and copy cost for notices to affected units.

5.9 Trenching, Intrusion of Floors or Ceilings. Trenching of floor and ceiling structural concrete slabs, which are Common Elements, shall not be permitted. No proposed electrical conduit or plumbing pipe runs shall be allowed to be constructed within floor or ceiling structural concrete slabs. Details regarding the location and extent of any isolated drilling or other intrusion in the floor or ceiling structural concrete slabs must be included as part of any Application to Remodel. Once any approved drilling or intrusion is made, the contractor must give Management notice of the same and must keep the intrusion open for inspection by the Management or its designee. The use of air or electric jack hammers in any aspect of Unit Work is expressly forbidden.

5.10 Fire Safety. All contractors should familiarize themselves and their workers with fire exits and stairs as well as the location of floor fire hoses. Each contractor using flammable materials in Unit Work shall maintain within the unit a fire extinguisher with a certification of current sufficiency of charge.

5.11 Notices. Association notices of any breach of these Rules by either Unit Owner or contractor shall be in writing and shall be deemed effectively given upon FAX transmission to the Unit Owner's fax number previously furnished to the Association or upon affixing a copy of the notice to the main door of Unit Owner's condominium unit within the Building. Notice served on a Unit Owner of a contractor's breach of these Rules shall conclusively be deemed to be effective service of notice to the affected contractor, and the Unit Owner shall promptly advise the Unit Owner's contractor of such notice of breach.

6. ADDITIONAL RULES FOR SPECIAL INSTALLATION OR WORK

6.1 Removal of Walls. The removal of shear walls or weight bearing walls is expressly and strictly prohibited. No Unit Work may remove any part of or penetrate into the demising walls between units for ventilation, sound reproducing devices or any other purpose, unless the Application includes the combination of two adjacent units owned by the same unit owner. All Applications contemplating the removal or addition of walls as part of Unit Work must show location and extent of all walls to be removed or added.

6.2 Hard Surface Flooring. The installation or replacement of hard surface flooring, including but not limited to wood, board-backed or engineered laminate, stone and ceramic, requires a sound-absorbent underlayment to suppress transmission of noise to other units. As guidance to Applicants, when installed in accordance with manufacturer's details and materials, the following (or equivalents established by engineering data) are non-exclusive examples of materials that will be deemed to meet the requirements of this rule: (a) 1/2" Acoustic Cork (not natural cork); (b) Enkasonic 9110 (9/16" thick); (c) AcoustiTech 5000 (5mm thick); (d) Kinetics SR Board (5/8" thick); or, (e) Sika AcouBond System (direct glue down, 3-4mm thick). All

Applications that include hard surface flooring must identify the flooring, the sound absorbent material, the method of installation (glue down, float or tack) and include manufacturer's engineering data (if any) to support the claim of sound attenuation. As part of the application process, and before any work is performed, Applicant must supply Management samples of the hard surface flooring materials (and associated engineering data) for inspection and review. Any hard surface floor installed without required sound-absorbing materials shall be removed promptly by unit owner at Unit Owner's sole cost or, at the reasonable discretion of the Board, the Unit Owner may petition the Board to allow Applicant to apply other sound-absorbing techniques (e.g., carpeting, rugs) sufficient to bring the flooring into substantial compliance with this section, at Unit Owner's sole cost.

6.3 Balcony Enclosures. Balconies and their railings are limited Common Elements. All balcony enclosures shall be constructed completely within existing aluminum railings, which shall not be removed, moved or painted in any manner. All Applications for balcony enclosures must include:

(a) Contractor's assurance that the enclosures shall be installed in accordance with the manufacturer's specifications and in compliance with all governmental codes.

(b) The installation must not adversely affect or impair any warranty, guarantee or other right of the Association with respect to the balcony membrane.

(c) The installation of the enclosure must be performed in a safe and workmanlike manner and, after installation, the enclosure, including screens, glass door panes and all exterior metal finishes, shall be maintained in good and slightly repair with use and maintenance subject to the other rules and regulations of the Association.

(d) Unit Owner shall be responsible for any and all costs, including without limitation engineering fees, building permits, maintenance, repair, cleaning, replacement, removal, storage, reinstallation, insurance and risk of loss or damage relating to the balcony and the balcony enclosure, including such of the same as may arise out of any repairs to the balcony which may require the enclosure to be temporarily removed.

6.4 In-Unit Clothes Washers and Dryers. Each Unit Owner intending to newly install or replace clothes washer or dryer equipment in a unit shall install High Efficiency (HE) laundry systems that are designed to use minimal amounts of water and low suds (HE) soap. Each application for washer or dryer hook-up installation must include:

(a) The location within the unit where the laundry system will be installed as well as the intended plumbing risers into which the system will connect.

(b) A detailed piping diagram will be submitted indicating valves, pipe material and sizes and all components of the added laundry system. As guidance to applicants, washer drainage shall be allowed via Grey Box or sink/receptacle with a 2" drain and J trap to either kitchen or bath vertical drain riser.

(c) Washing machine and/or dryer manufacturer's literature to include all machine specifications and installation requirements.

(d) Method and location of dryer vent and lint trap external to dryer.

(e) Proof of High Efficiency designation on washer with (HE) laundry soap designation.

Management shall maintain and periodically update a survey of all in-unit laundry equipment in the Building, including location of connections to Building plumbing and may request Unit Owners to complete survey questionnaires and allow inspection of units for this purpose, and Unit Owners shall not refuse any reasonable request for such completion and inspection.

Applicant is responsible for compliance with all applicable plumbing and other codes and should not interpret review or approval of Application by Management or the Board as a substitute for or relief from Applicant's responsibilities.

6.5 **Individual Floor Elevator Lobbies and Floor Hallways.**

- (a) Unless otherwise approved by the Board, no revision should be made to elevator lobbies and floor hallways by unit owners, including but not limited to:
- Wallpaper removal or installation
 - Wall and ceiling paint application
 - Painting the hallway side of unit entry doors
 - Installation or removal of any ceiling or floor moldings
 - Modification of lighting fixtures and/or light bulbs
 - Installation or removal of carpet
- (b) The floor hallway side of unit entry doors shall be a flat slab door with a smooth, paintable surface with no decorative panels or moldings, and shall be subject to the Application requirements of Section 3.

6.6 **Window System Replacement Prohibited.** Notwithstanding any other provision of these Rules, without the express written approval of a 2/3rds majority of the Board and only in the case of an emergency, no unit owner's application shall be accepted or processed that seeks the installation or replacement of any window and frame system in any unit of the building. This rule is not intended to prevent unit owners from complying with their obligation to repair or replace damaged glass panes, seals, handles, screens, and hinges.

7. **ASSOCIATION RIGHTS AND REMEDIES FOR VIOLATION OF RULES.** These Rules allow the Association to obtain remedies for Rule violations by any person performing work within a unit. Whenever the Rules refer to requirements imposed on any contractor, the term "contractor" shall be construed to also include a Unit Owner acting as his or her own contractor for performing Unit Work personally. A contractor's failure to comply with any provision of these Rules (including the conditions contained in any Board permission to remodel) shall be deemed a breach of these Rules entitling the Association to pursue any one or more of the remedies reserved to it. The Association may enforce these remedies in some circumstances against a contractor in breach, but the Rules are primarily designed to make the Unit Owner fully responsible for all Unit Work including all breaches of Rules by any party performing such work.

7.1 **Inspection of Unit Work.** The Association has the right (but not the obligation) to inspect Unit Work at any time during normal construction hours and to require the contractor to reasonably demonstrate that the materials, methods and all other aspects of the work substantially comply with the terms of any Board grant of permission to remodel, including any conditions attached to such permission. The Association's right to inspect exists even if no breach of these Rules is suspected. The Association will endeavor to conduct such inspections with the contractor present but may also inspect at any time of day or night following receipt of complaint by any other Association member or with reason to believe there exists other Rule violations.

7.2 **Rights to Remedy Contractor Breach.** Certain contractor breaches of Rules (such as soiling common areas and improper disposal of construction debris) are deemed so immediate and intolerable to the welfare of other Building residents that the specified rule describes a preferred Association remedy which may be

implemented immediately with the cost of remedy charged to the Unit Owner's Security Deposit or imposed as an additional assessment charge against the unit. In addition to the remedies already set forth for violation of specific Rules, the Association also retains the right to seek remedy for each other contractor breach of Rules, as follows:

(a) **Dangerous Condition.** If the breach of Rule relates to a dangerous condition posing the possibility of immediate harm or loss to the life or property of any person within the Building, the Association may immediately and without notice to the contractor or Unit Owner cause the dangerous condition to be repaired and returned to a state of safety, with the entire cost of repair to be charged to the Unit Owner. In the event of a repair of a dangerous condition, the Association will attempt diligently to give the Unit Owner written notice of action taken and an estimate of the charge to be made within one business day following the repair.

(b) **Other Than Dangerous Condition.** If the breach of Rule relates to a condition which is not immediately dangerous to the life or property of others within the Building, the Association shall give the Unit Owner written notice of the breach requesting that Unit Owner cause the breach to be remedied within forty-eight (48) hours of giving of the notice. If the breach persists in any degree following the lapse of said 48 hour cure period, the Association without further notice may cause such repairs as may be required to remedy the breach, with the entire cost of repair to be charged to the Unit Owner. If the Association chooses to make repairs, notice of the cost and charge to the Unit Owner shall be given within five (5) business days after the Association has received final billing for all costs of the repairs.

7.3 **Right to Stop Unit Work.** In addition to the foregoing remedies, the Association may also stop Unit Work (including without limitation denying contractors access to the work premises either with or without resort to legal process or seeking appropriate legal injunctive relief) in the event that any contractor performing Unit Work persistently breaches these Rules, or Management believes the contractor to be in the process of creating a condition of patent Rule violation within the unit, especially when it might be difficult to remedy if the Unit Work continues in breach of the Rules. A contractor shall be deemed to be in "persistent breach" of these Rules if the Unit Owner has received five (5) written notices of violation of Rules (with no repeated violation of any single Rule) or two (2) written notices of violation of the same Rule. In the case of a persistent breach of Rules, the Association without further notice may seek such self-help and legal remedies as are provided under this Section. In the case of a patent Rule violation, the Association may serve a notice to terminate immediately the Unit Work and may perfect its legal position by any means available.

7.4 **Fines.** In addition to the other remedies established by the Rules, the Association may also impose as part of any notice of breach of Rule a fine to be assessed against the Unit Owner. The amount of the fine ranging from an amount of not less that \$25 and not more than \$250 per breach shall be determined by the President of the Board of the Association, taking into account the severity of the breach and whether the breach represents a pattern of persistent breach of Rules. The Association, acting through its Board, may thereafter impose additional and separate fines for the same activity constituting breach of Rules which continues unabated or un-remedied following notice to Unit Owner of the initial fine imposed. All fines imposed under these Rules are subject to the right of the Unit Owner to have a hearing on the matter before the Board as may be required by law, provided that a request for hearing by Unit Owner shall in no way delay, affect or diminish any other remedy of the Association under these Rules.

7.5 **Reimbursement of Fees and Costs of Enforcing Rules; Association Charges Against Unit Owner's Account.** In addition to the right to reimbursement for the costs of repair or restoration involving a breach of these Rules, the Association shall also have the right to full reimbursement by Unit Owner of all the Association's costs and expenses incurred in enforcing these Rules against Unit Owner and Unit Owner's contractors, subcontractors, agents and employees, including, without limitation, attorneys fees and court costs and the fees and costs of all professionals (such as architects and engineers) in determining and proving the existence and scope of such breach of Rules. Whenever the Rules allow the Association any right of reimbursement (whether to cure a breach of Rules, restore damaged Common Elements or enforce these Rules)

the Association's Board may in its sole discretion charge such reimbursement amount to the Security Deposit (if any) or the Unit Owner's unit assessment account, or both.

These Rules, as amended, were adopted and approved by the Board of Managers of the East Point Condominium Association at its regular meeting, following due prior notice to all Unit Owners of the same, on the 24th Day of January 2008.

Exhibit A

to

East Point Construction and Remodeling Rules

Unit Owner's Indemnification Agreement

The undersigned, being all of the owners of East Point Condominium Association (the "Association") Unit No. _____, as an inducement to the Association's Board to grant a Permission to Remodel as sought in the letter application submitted contemporaneously with this Agreement, and subject to such conditions as the Board may require ("Remodeling Work"), hereby agree to indemnify and hold ~~harmless the Association, its Board, officers, directors, employees, contractors and subcontractors from~~ and against any and all claims, losses, damages, fines and costs (including attorneys' fees and costs) arising out of or in connection with both:

(a) The legal compliance with all applicable governmental rules, regulations, codes and licensing and permit procedures which may now or hereafter be determined to affect or be required by the Remodeling Work; and,

(b) The quality or suitability for any purpose whatsoever of the Remodeling Work as finally furnished by Unit Owner's contractors.

The undersigned acknowledge and agree that they are solely responsible for determining and satisfying all governmental rules, regulations, codes and licensing and permit requirements in connection with the Remodeling Work and for determining whether the Remodeling Work when completed has been furnished and installed in a quality and manner satisfactory to the undersigned.

Dated: _____, 20____.

By: _____ By: _____

Name: _____ Name: _____