



# **RULES AND REGULATIONS**

**June 2024**

J. F. D. 07

**OFFICE OF THE BUILDING**

**HOURS: 9:00 AM – 5:00 PM**

**Monday - Friday**

**773-973-0033**

**[www.eastpointcondo.com](http://www.eastpointcondo.com)**

**DOOR STAFF AND FRONT LOBBY**

**On Duty 24/7**

**773-973-0033**

**GARAGE OFFICE**

**On Duty 24/7**

**773-973-7661**

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**APPENDICES MAY BE REVISED SEPARATELY FROM THE RULES DOCUMENT - THE BUILDING MANAGER HAS CURRENT VERSIONS.**

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## **FOREWORD**

Our purpose is to introduce you to, and provide guidelines for, living in the East Point Condominium Community.

This booklet reviews portions of the East Point Condominium Association Declaration and the East Point Condominium Association By-Laws, expanding on them to establish these Rules and Regulations.

In order to achieve effective understanding, we ask that each member of your household read this booklet.

All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations. To the extent that the provisions of applicable law, the Declaration, By-Laws or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, By-Laws and the Rules and Regulations, in that order.

These Rules and Regulations are binding on all unit owners, residents, their families, guests, or any others who occupy or use the common areas. The Rules shall remain in effect until otherwise rescinded, modified, or amended by the Board of Directors.

## **INTRODUCTION**

The quality of life in a common interest community depends in large part on how residents conduct themselves. East Point Condominium Association requires an organization to provide for its needs, services and the enforcement of its Rules and Regulations. The East Point Condominium Association is established and functions under the provisions of the Condominium Declaration and By-Laws, which provide specific guides for day-to-day living. Without these Rules to guide us, and a means to enforce them, the community living experience would be less orderly and predictable.

These Rules and Regulations do not supersede or change the Declaration or By-Laws in any manner. Although certain privileges and obligations inure only to unit owners, the Rules & Regulations apply to all owners, occupants, guests and service providers.

### **What is the “Association”?**

It is an Illinois not-for-profit corporation to provide for the “health, safety and welfare” of East Point residents. That is to say, it provides for the community’s needs, services and the enforcement of its Rules and Regulations.

Board meetings are open to all unit owners. The time for Board meetings is determined by action of the Board, from time to time, and appropriate notice will be provided to all unit owners.

As required by law, the books and records of the Association are available for the inspection of unit owners.

### **Who are the Members of the Association?**

Each owner in the East Point Condominium Association is a member of the Association.

### **Who are the Directors of the Association?**

The Board of Directors is elected in accordance with the By-Laws of the Association. A meeting of the Association is held annually in October in accordance with the Declaration to elect new board members.

### **Who are the Officers of the Association?**

The officers are elected by the Board of Directors and consist of a president, a vice president, a secretary and a treasurer.

### **What does the Association do?**

It provides for the administration and operation of the Condominium Association, including daily activities, maintenance, financial planning, budgeting, assessments, insurance and taxes.

It provides for maintenance and repair of the common areas, such as landscape maintenance and snow removal.

### **How does it operate?**

A professional management company functions under the direction of the Board of Directors.

## **Who Works for the Association?**

### **Property Management Agent**

A professional Management Company is employed by East Point Condominium Association to assist and advise the Association in all matters. Their general responsibilities include:

- Handling of daily problems.
- Controlling disbursements and collection of assessments.
- Advising any and all owners on any problems relating to living within the community.
- Overseeing the door, maintenance and garage staffs by the Building Manager.

### **Maintenance Staff**

East Point employs a Head Maintenance Person who is responsible for the physical operation and maintenance of the building and the oversight of other maintenance personnel.

The maintenance staff is available for minor repairs and emergencies. Changing light bulbs, and unclogging toilets, bathtubs and sinks are done without labor charge, but materials are provided at a cost. The current billing for labor is charged per hour, pro-rated on a half-hour basis. Owners must submit a service request in writing (via the website, the Building Manager or the doorperson) to Management before any work is done. All billing is done by the Building Manager and is shown on monthly statements.

### **Door Staff**

The Door staff's primary duty is to announce visitors. Others are:

- Answer the phone
- Let in visitors from the garage and call the unit the person is visiting
- Receive and sign for packages
- Retrieve packages from the receiving room

The door staff personnel are not allowed to leave their area of responsibility except for emergencies, hygiene, to open the garage door for guests and to retrieve packages.

### **Garage Staff**

The Garage Attendants provide valet parking and car retrieval services for owners and their guests and provide weekly car washes for Owners' cars. They keep track of guest parkers.

## DEFINITIONS

Certain words and terms used in these Rules and Regulations are defined below. In the event a term is used in the Rules which is not defined herein, its definition shall be determined by referring, in the order which follows, to its definition as used either in the Declaration, or in the By-Laws, or in its common usage within the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it is appropriate.

1. Declaration- The Consolidated and Restated Declaration of Condominium Ownership, which was recorded in the office of the Recorder of Deeds of Cook County, Illinois on August 3, 2000, as Document No. 0064660, and as amended from time to time thereafter.
2. By-Laws – The By-Laws of East Point Condominium Association dated July 2005, and as amended from time to time thereafter.
3. Property – All the real estate property against which the Declaration has been recorded, including any improvements thereon.
4. Association – East Point Condominium Association, an Illinois not-for-profit corporation.
5. Board – The Board of Directors of the Association, also called the Board of Managers.
6. Rules or Rules and Regulations – These Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and the Board.
7. Common Property – The Common Elements of the Association, as defined in the Declaration, i.e. all portions of the Property except for units, more specifically described in Article III, Par. 1 of the Declaration.
8. Unit – A portion of the property that is more specifically described in Article II of the Declaration.
9. Owner or Unit Owner – The owner or owners of a unit, as revealed by the public records, unless expressly provided otherwise by the Declaration. Where the owner is a trust, then the unit owner is the beneficial owner of the trust.
10. Member or Members of the Association – A unit owner.
11. Resident – Any person who resides on the property, including families of unit owners and including a unit owner if the context so indicates.

12. Common Expenses or Assessments – Any amount which the Board may assess against a unit owner, either individually or collectively, including regular monthly assessments, special assessments, expenses or assessments which are levied pursuant to the Declaration, By-Laws or the Rules and Regulations.
13. Managing Agent or Manager – The person or entity that has been employed by the Association to manage the day-to-day administration of the property in the manner directed by the Board.
14. Voting Member - The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in the By-Laws and Article V of the Declaration.

## GENERAL RULES

### ACCESS TO UNITS

Access to units may be necessary in the event of an emergency. Section 18.4(j) of the Illinois Condominium Property Act expressly entitles the Board to have access to any unit whenever necessary for common element maintenance, repairs or replacements, or for making emergency repairs necessary to prevent damage to common elements or other units. Therefore, unit owners are strongly urged to give a unit door key to Management.

Any damage caused by forced entry, or costs associated with such entry, due to an Owner's keys not being available in an emergency situation, will be at the Owner's expense.

Anyone asking for the key to a unit must be listed on a signed form at the front desk.

*Reference: Safety*

### AIR CONDITIONING & HEATING

The condo units are heated by radiant heat produced by heating coils imbedded in the ceiling plaster. **The Building Manager must be consulted before drilling into the ceiling.** Wall switches that are "on" when in the up position regulate ceiling heat. Those same switches in the down position regulate the in-wall air conditioners. The mid position of the switch leaves all power to heat and air conditioning off. Some wall units provide both air-cooling and heat. The switch for these wall units must be in the down position if you want heat from these units.

The building was engineered so that each apartment unit is dependent on its neighbors above and below for heat. Therefore, during the winter months, all thermostats are to be set so that the room temperature is no lower than 68°. This temperature is to be maintained even when the Owner is absent during the winter months.

Owners are responsible for all upkeep, maintenance, repairs and replacements needed on in-wall air conditioning units. Where air conditioning units are replaced with both air-cooling and heat units, it is the responsibility of owners to keep the winter temperature inside the unit no lower than 68 degrees. Only electric air conditioning/heating units are permitted; fuel-fired appliances are prohibited.

A licensed electrician must do any electrical changes needed to support new equipment.

### ASSESSMENT PAYMENTS

Assessments are based on each owner's share of the annual operating budget. The share (also known as Percentage of Ownership) is set forth in the Declaration.

**All assessments, special assessments, parking and any other fees, charges and fines are due and payable on or before the first (1<sup>st</sup>) of each month.** A late fee (*See Appendix A: Fees and Prices*) will be assessed if payment in full is not received and on deposit by the 10<sup>th</sup> of each month. Payments shall be sent, made payable to the East Point Condominium Association, directly to the Bank Lock Box via mail or automatic deduction, which can be arranged through Management. Owners are responsible for all bank service charges incurred by the Association due to returned checks.

Any and all payments which are posted to an owner's account may, at the Board's sole discretion, be first applied to any late payment charges, service charges, legal fees, work order charges, fines and any outstanding assessments due before the current month's assessment.

Questions or concerns about monthly charges can be resolved through the Building Manager.

**Owners are responsible for paying monthly assessments in accordance with the above referenced deadlines regardless of when or whether an assessment invoice is received.** Keep a record of your account number.

## **BALCONY**

The balconies are limited common elements as defined in the Condominium Declaration and therefore do not belong exclusively to the Owners. However, each Owner has the exclusive use of his/her balcony, subject to the following rules and regulations:

- Nothing shall be dusted, swept or thrown from the balconies. Owners must be careful when watering their flower boxes.
- Clothing or other household items shall not be hung on the balconies or over the railing.
- Enclosures can be installed on the inside perimeter of balconies subject to pre-approved specifications (*See Appendix F: Construction and Remodeling Rules #6.3 Balcony Enclosures*). Once installed the enclosures become the property of the unit owner, and, if for any reason it becomes necessary to remove an enclosure (for example, in the event of required concrete repair) the costs associated with removal and reinstallation of the enclosure will be at the Owner's sole expense.
- Colors on balcony walls and ceilings should be white or off-white to maintain a uniform appearance of the building. A special breathable (non-acrylic) paint must be used on balcony floors to allow moisture to escape, minimizing concrete deterioration. Questions about the balcony walls, floor and membrane can be addressed to the Building Manager.
- Signs, guards, awnings, etc. are prohibited.
- No cigarette butts or ashes should be tossed from the balcony.
- Because of the strong winds that often occur due to our close proximity to the lake, everything (including flower boxes) on the balconies must be kept **inside** the railing and secured or weighted down.
- Bird feeding from the balconies is not permitted.
- Loud music or disturbances of any kind are not permitted while using the balconies.
- Subject to applicable laws and ordinances, barbecuing on the balconies is acceptable only with electric or propane grills.
- Nothing is to be stored on the balcony, such as bicycles, boxes, etc.

## **BICYCLE ROOM**

The building maintains a room in the garage for bicycles. An annual fee is charged per bicycle. (*See Appendix A: Fees and Prices*) All bicycles must be registered with the building office and must display an assigned building tag. Any bicycles not conforming to these requirements will be removed and discarded.

In the bicycle room, and as a guideline, the lower rack is generally for frequently used bicycles and the upper rack is for less frequently used bicycles.

The freight elevator must be used to take bicycles to and from an Owner's unit.

Transporting bicycles through the lobby is prohibited.

Bicycles may not be stored or left in hallways or any other common areas of the building.

**The Association, in accordance with the Declaration, is not responsible for the loss or damage of any bicycle or other personal articles stored in the bicycle room. See Appendix B: Garage Rules**

## **BOARD MEETINGS**

Board meetings are held monthly unless otherwise determined by the Board. Agendas for the meetings are posted on bulletin boards in advance of the meetings that indicate the date, time and location of the meeting. All unit owners are invited to attend Board meetings, where time is provided for discussion with the Board.

A meeting of the Association is held annually in October in accordance with the Declaration to elect new board members.

Recording and videotaping of board meetings is subject to the following rules:

- Recording equipment can be no closer than 6 feet from the Board Members' table.
- Video recorders must be hand-held, or if on a tripod must be in a stationary location to the side.
- No supplemental lighting can be used.
- All recording devices must be battery-powered.
- No recorders may be placed on the board table.
- Only Owners may record the meetings.

## **BULLETIN BOARDS**

Bulletin boards, located at the first floor entrance from the garage to the building and in the mailroom area, are exclusively for official Association notices. The bulletin board in the laundry room is available for personal postings.

## **CABLE AND SATELLITE TELEVISION**

*See Television.*

## **CARTS**

*See Luggage Racks/Carts.*

## **CAULKING & PLUMBING**

Caulking in bathrooms should be inspected to ensure that there are no gaps where water could penetrate into the wall, loosen tiles, and cause leaks. Left unrepaired, water can leak into units below and could cause mold to form as well as other damages. Any costs associated with repairs necessitated by such leakage are the sole responsibility of the Owner where the leak originated. Plumbing repairs must be done by an Illinois licensed plumber.

## **COMMON AREAS**

Common Areas include all areas of the building with the exception of the condominium unit interiors. The Common Areas are specifically defined in the Declaration and include, but not limited to, such areas as the garage, the penthouse floor, the hospitality room (now known as The Sky Room), stairwells, hallways, laundry room, lobby, elevators, pool deck, promenade deck, and exercise room. The Common Areas shall not be obstructed for any purpose.

The closets on each floor are for the use of the maintenance staff. Owners may not use these areas for any purpose.

Smoking is prohibited in all Common Areas and within 15 feet of outside doorways. Smoking is permitted at the designated areas of the pool and promenade decks.

## **COMPLAINTS & SUGGESTIONS**

The Board of Directors and Management are receptive to ideas, suggestions, and/or comments concerning improvements to the operation of East Point Condominium. All suggestions should be in writing and submitted to the management office.

All complaints of rule violations should be directed in writing to Management as soon as possible. Complaints pertaining to violations of these Association Rules and Regulations will be investigated, and violators may be subjected to a fine.

Procedures for remedying rule violations by unit owners follow:

1. Management shall give written notice to the unit owner identifying the nature of the complaint and providing a deadline for remedying the cause of the complaint, bearing in mind that emergencies may require immediate action and referral to the Board.
2. The unit owner may request to appear before the Board to provide information about the complaint.
3. The Board may take appropriate legal action and impose a fine for non-compliance (once notice has been given to the owner and the owner has had the opportunity to be heard with fair hearing).

## **CONCOURSE**

The concourse, which must be accessible for emergency vehicles, consists of the driveway located on the East Side of the building – from the street to the far north wall.

The driveway along the east wall of the building, excluding the area in front of the revolving door, is closed from 9:00 p.m. to 7:00 a.m.

In consideration of those residents living on the lower floors, please exercise care in limiting noise while using the concourse.

## **CONSTRUCTION**

In considering remodeling projects, the Board of Directors must balance the right of all Owners to the quiet enjoyment of their units with the desire of individual Owners to make their units conform to their own personal requirements. The Board has developed extensive rules with

important information to protect the safety and comfort of all Owners, and preserve the building and those elements and systems that constitute community property.

*See Appendix F: Construction & Remodeling Rules*

## **DELIVERIES & PICKUPS**

### **Furniture & Other Large Items**

Reservations must be made in advance with Management to use the freight elevator for any specific or extended amount of time. Deliveries are to be made through the service entrance located on the East Side of the building. The allowed hours are 8:00 a.m. to 5:00 p.m., Monday through Saturday. Deliveries are based on a “first-come, first-serve” basis.

### **Food & Pharmacy Deliveries**

For security purposes, delivery people must sign in with the door staff when delivering food, groceries or prescriptions. Grocery deliveries will not be allowed – nor will the doorman accept them – if the Owner is not at home. Deliveries made between midnight and 6:00 a.m. may need to be picked up at the front desk.

### **Packages**

All packages will go into the receiving room if the Owner is not available to accept delivery. The doorman will leave a message on the Owner’s answering machine and/or place a note in the Owner’s mailbox.

**Neither the door staff nor the Association is responsible for any packages.**

## **DOOR STAFF**

The lobby desk is staffed twenty-four hours a day, seven days a week (24/7). The primary responsibility of the door staff is to greet visitors. The door staff is not permitted to perform personal services such as mailing letters, shopping, baby-sitting, etc.

The staff is instructed not to admit any visitors past the door without first obtaining permission from the unit being visited. Owners or residents must notify the door staff, **in writing**, when they wish the Association to allow entry into their unit by any person or company in their absence. “Authorization for Entry” forms are maintained at the lobby desk, in the building office and on the Association’s website.

In the case of an emergency – and at the doorman’s discretion – a phone call to the doorman to allow entry to an Owner’s unit will be permitted.

## **DOORS**

For security reasons – and to conform to fire safety regulations – unit doors are to remain closed. Automatic door closers may not be removed, disconnected, tampered with or disabled. Malfunctioning closers must be reported to Management immediately.

## **ELEVATORS**

Elevators are maintained under a service contract, which includes emergency service. Residents are asked to report any malfunction of the elevators to the door staff, Management or maintenance staff. Each elevator has a phone located below the floor buttons. In the event of an emergency such as a non-moving elevator or non-opening elevator door, passengers should use

the phone that connects directly to the front desk. Push the emergency button if the phone door cannot be opened.

### **EMERGENCY PROCEDURES**

All Owners and residents must provide Management with a confidential information form, listing the names, work and home phone numbers, and emergency contacts for all unit residents for Management to use only in the event of an emergency. Residents who require assistance of any kind in emergency situations should include the appropriate information on this form. This information should be kept up to date.

Each unit must have at least one working smoke detector at all times. Management can provide one at a reasonable cost.

Most emergency procedures should begin with a phone call to 9-1-1, followed by a call to the doorman. See *Appendix G: Emergency Quick Reference* for emergency and evacuation procedures. All residents should read and understand these procedures and keep them in a nearby place for reference.

### **EXERCISE/FITNESS ROOM**

The Exercise Room on the penthouse floor is available for the use of Owners and residents. No one 16 years of age or younger is allowed in the Exercise Room without the presence of an adult.

The exercise equipment is the property of East Point and should be kept clean and in working order. Any malfunction of the equipment should be reported to Management.

All equipment should be wiped down after use. To conserve energy, electrical equipment should be turned off when the room is not in use. This includes (at least) the lights and air-conditioner/heater.

### **EXHAUST FANS**

Each unit has a kitchen and bathroom exhaust fan system. Before making any changes to these, the specifications must be submitted to the building office for approval.

*Reference: Appendix F: Construction & Remodeling Rules 3.3*

### **FINES FOR NON-COMPLIANCE OF RULES**

Any violation of the Rules of East Point Condominium Association that cannot be cured (including but not limited to: failure to submit required funds prior to moving in or out of a unit; failure to reserve elevator for move; moving during unauthorized hours) shall subject the offending unit owner to a fine. A violation of the Rules of the Association by any tenant or guest of a unit owner shall be deemed to be a violation by the unit owner.

There will be a fine in the amount of \$50.00 to \$500.00 to be determined by the Board of Directors based on the circumstance of the violation and its severity. If the owner has been fined for the same violation within the last twelve months, the fine will double each time the same rule is violated (i.e. first fine \$50, second fine \$100, third fine \$200, etc.). If the fine is not paid within forty-five days, Management will send a letter to the unit owner indicating that a lien (including all associated costs) will be placed on the violator's property if appropriate action is not taken to pay the fine within ten (10) days of receipt of registered or certified letter.

Negligence of Owner: If, due to the act of or the neglect of an Owner or Occupant (or member of the family, household pet, tenant, or a guest or visitor of such Occupant or Owner), damage shall be caused to a part of the Condominium Property, the common elements, or to a unit or units owned by others, or if maintenance, repairs or replacements shall be required, which would otherwise be a common expense, then such owner shall be fined to recover such repair or maintenance expense incurred by the Association.

Nothing in the above rules shall limit the power of the Board to pursue any remedy or to otherwise proceed as authorized by the Declaration, By-Laws and applicable law. The Board determines the schedule of fines.

## **FITNESS ROOM**

*See Exercise/Fitness Room.*

## **FLOORING**

As with all construction and remodeling project work, approval to install new flooring must be obtained from the building office. *See Appendix F: Construction & Remodeling Rules 6.2.*

## **FOOD DELIVERIES**

*See Deliveries & Pickups.*

## **FURNITURE DELIVERIES**

*See Deliveries & Pickups.*

## **GARAGE**

The garage is maintained by the East Point Condominium Association and managed by the Building Manager and Garage Supervisor.

**Parking is strictly a valet service. Persons other than the garage staff may not park or move cars inside the garage. All monthly parkers are required to sign the Association's standard parking agreement.**

Weekly car washes are included in the monthly parking charge.

Garage employees are not permitted to deliver cars to the front entrance or to pick up cars from the front entrance and deliver them to the garage.

In the event of damages, Owners must notify the garage attendant on duty prior to leaving the garage. A report will be written and a photograph will be taken and these will be submitted to the Property Manager.

Visitor parking is permitted as long as there is sufficient available space. If having a party, please be sure to inform Management and the Garage Supervisor as far ahead as possible in case extra staff is needed.

**The Association, in accordance with the Declaration, is not responsible for the loss or damage of personal articles left in cars.**

*See Appendix B: Garage Rules*

## **GARBAGE ROOM**

*See Trash Chute Room*

## **GUESTS**

Owners are responsible for the conduct of their guests.

If expecting a large number of guests, whether in the Sky Room or inside a unit, it would be helpful to advise the Building Manager, Garage Supervisor, and/or door staff in order to have adequate staff available, especially in the garage.

Any unit owner should feel comfortable asking an unfamiliar person if he/she has checked in with the doorperson.

Reference *Appendix B: Garage Rules* for garage entry procedures for guests.

## **HALLWAYS**

Hallways are common areas of the Association.

Because of safety and fire regulations, hallways and stairwells must be kept free from obstructions such as bicycles, carts, strollers, boxes, mats, shoes, umbrellas, plants, furniture, etc. City ordinance states any items that impede egress or ingress are strictly prohibited. After proper notification such items will be removed by Management.

Hallway signage is posted in compliance with the City of Chicago high-rise building ordinance and must not be changed in any way. This includes removal, painting over or movement of the signage.

Hallways provide access to electrical closets that must remain fully accessible to the maintenance staff.

The Association will repair any damage from water leakage originating from common areas to the extent of patching and priming.

Accidents happen. Any incident that poses potential damage to the carpet such as beverage spills, pet accidents, cartwheel marks, or unusual amounts of dirt or dust, shall be reported to Management as soon as possible, to avoid whatever it is from becoming a lingering stain.

Artwork, mirrors, or other items can be attached to the hallway walls subject to the following conditions:

1. Three of the four owners on the floor must agree on the item(s) to be hung, and submit a signed Acknowledgement / Waiver form, Appendix I, to Management for file.
2. The Artwork must be hung on the center of the curved wall and/or the wall between elevators #3 and #4 only.
3. The Artwork, which may include multiple items, and should fit within a space not to exceed a space of (roughly) 36 x 48 inches. Additionally, it shall not protrude more than three inches from the wall.
4. Maintenance must be contacted to securely install the Artwork.

Owners who cause damage to hallways – walls and carpet – will be held responsible for repair costs and may incur a fine for failure to report the potential damage in a timely manner.

## **HEATING**

*See Air Conditioning and Heating*

## **HOSPITALITY ROOM (THE SKY ROOM) AND PROMENADE DECK**

The hospitality room (also called The Sky Room) is on the south end of the penthouse floor. When not in use for official East Point business (e.g., staff work, building contractor activities, board or committee meetings, etc.), the Sky Room is available to all Owners for non-business, personal purposes on a first-come, first-served basis. See below for situations when rental fees are required. Owners whose use of any amenity (e.g., television, oven, tables, chairs, etc.) exceeds two (2) continuous hours must yield to the next Owner desiring to make the same use of the Sky Room. It is prohibited to use the Sky Room as a substitute location for activities deemed “excluded” by the Board of Directors, such as, but not limited to, office space, dorm room,

waiting room, library, storage or sleeping. The Owner is responsible for cleanup of all debris and items the Owner (and Owner's guests) brings into the Sky Room. If excessive cleanup is required by building staff, or damage must be repaired, the Owner will be charged for such expense. Any exclusive gathering shall be deemed a "private group" for purposes of these rules, for which a Sky Room Rental Agreement may be required at the discretion of the Board of Directors. Additionally, and subject to all other Association Rules and Regulations, any group of Owners desiring to use the Sky Room on a regular basis must reserve the dates and times of such use with the onsite property manager.

During Sky Room uses or gatherings that are not for official East Point business, the furniture in the Sky Room shall not be moved from the standard locations referenced in the Sky Room Rental Agreement (See Sky Room Furniture Layout) or, if moved around the room, shall be returned to the standard locations at the end of each use. All use of the Sky Room by Owners and their guests (whether a reserved use or first-come, first-served use) is at the sole risk of the Owners, who shall be responsible to the Association for compliance with all Association Rules and Regulations by Owners and their guests and for any and all damage done to this common area (including, but not limited to, all furniture, appliances, flooring, lighting fixtures, windows, doors, walls, ceilings, wall and floor coverings, window shades, etc), during their use.

The Sky Room is available for rental by Owners who execute and comply with the terms of the Sky Room Rental Agreement and use the Sky Room for private-group, non-business, personal events. A charge and refundable security deposit is required (See Appendix A: Fees and Prices). The Sky Room may be rented for any day for those time periods specified in the Sky Room Rental Agreement during the operating hours from 8:00 a.m. to 10:00 p.m., Sunday-Thursday, and from 8:00 a.m. to Midnight, Friday and Saturday. Reservations for rental of the Sky Room must be made with the onsite property manager not more than six (6) months prior to the planned date of the event and availability is on a first-come, first-served basis. Reservations may not be made for dates that include pre-scheduled Board or Committee meetings, pre-planned parties for the entire building, and nights of major official City fireworks displays.

The Owner is responsible for cleanup of all debris and items the Owner brings into the Sky Room. If staff has to do any level of cleanup, a clean-up fee (per cleanup person per hour, or fraction of an hour) will be deducted from the security deposit (See Appendix A: Fees and Prices). If excessive cleanup is required, or damage must be repaired, the Owner will be charged for such expense even if it exceeds the security deposit. The Association will charge a cancellation fee equal to the Rental Fee for reservations that are not cancelled by the Owner at least 30 days before the scheduled date of use, regardless of the reason for such failure to cancel in a timely manner.

Persons under 16 years of age must have adult supervision in the Sky Room at all times. The noise level during any use of the Sky Room shall be limited to avoid any nuisance to neighbors. No event may be conducted in the Sky Room by an Owner that is scheduled for a gathering exceeding 60 persons at one time. As with all common areas in the building, no smoking is permitted.

All electrical equipment should be turned off when the room is not in use. This includes the lights in both the Sky Room and kitchen and air-conditioning/heating and all kitchen equipment.

## PROMENADE DECK

The Promenade Deck runs the full length of the penthouse floor on its east side. When not in use by East Point staff, building contractors, or for board or committee meetings, or for pre-planned parties for the entire building, and nights of major official City fireworks displays, the Promenade Deck is available to all Owners for non-business, personal, non-group gathering purposes on a first-come, first-served basis. When available, the Promenade Deck may be used only during the following hours: All Hours.

At no time may anyone move the Sky Room's furniture onto the Promenade Deck for any purpose. During pre-planned parties for the entire building, and nights of major official City fireworks displays, building staff can be scheduled to place folding chairs on the Promenade Deck for the comfort of persons needing assistance, which number of chairs shall not exceed 25. At any given time, not more than 35 persons may congregate on the Promenade Deck.

All use of the Promenade Deck by Owners and their guests is at the sole risk of the Owners, who shall be responsible to the Association for compliance with all Association Rules and Regulations by Owners and their guests and for any and all damage done to this common area (including, but not limited to, all railings, walls, flooring, lighting fixtures, etc), during their use.

Persons under 16 years of age must have adult supervision on the Promenade Deck at all times. The noise level during any use of the Promenade Deck shall be limited to avoid any nuisance to neighbors. As with all common areas in the building, no smoking is permitted. No glass, running, cooking, or food or beverage preparation or storage, is permitted on the Promenade Deck and, nothing of any kind is permitted to be dropped over its railings.

## INSURANCE

**The Association obtains insurance for the Common Areas and mechanical equipment of the building.**

Each Owner is responsible for insuring his/her personal property in the unit itself as well as in storage areas and the bicycle room. Owners are required to provide proof of Condominium Homeowners' Insurance on an annual basis to the building office.

*See Appendix C: Insurance*

## LAUNDRY ROOM

Located on the basement level next to the storage room, the laundry room is open 24 hours a day, seven days a week. The equipment is an electronic card system and is owned and maintained by an outside company. East Point receives a portion of the proceeds from the machines each month.

When a machine malfunctions, persons should:

- Put an "out of order" note on the machine, if possible.
- Call the number posted.

**The Association is not responsible for items left unattended, lost or damaged.**

## LOBBY

Children must not be left unsupervised for any period of time.

Rollerblading, bicycles, skateboarding are prohibited.

Pets are not permitted in the Lobby.

Owners, residents and guests are requested not to wear sleeping attire or swimwear in the area.

### **LUGGAGE RACKS/CARTS**

A limited number of luggage racks and carts are available for use from the door staff. They should be promptly returned to the first floor and left outside the receiving room with notification to the doorperson. **They should not be left in an elevator or floor hallway.**

Use of these carts and racks is restricted to the building premises.

### **MAIL**

Mailboxes are located in the lobby. Because of size and space limitations, persons who will not be retrieving mail for an extended time period should notify the post office to hold or forward their mail.

A box for out-going mail is located on the east wall of the mailroom. Postal personnel empty this after the mail has been distributed to all unit mailboxes. Note that there is no mail pickup from this box on days where there is no mail delivery.

### **MOVING**

Moves are defined as those events that require the transfer of a substantial amount of furniture and/or household articles to or from any unit. A non-refundable move-in/move-out fee is payable to the Association.

*Reference: Appendix A: Fees and Prices*

Moving is permitted only on non-holiday weekdays, between the hours of 8:00 a.m. and 5:00 p.m. Owners are responsible for any and all damage they cause to the common areas during their move.

Only trucks that can clear the front canopy will be allowed to enter the driveway.

### **NOISE**

Paragraph (f) of Article VII of the Declaration states: “No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.”

Audible construction and repair noise can only be conducted on non-holiday weekdays between the hours of 8:00 a.m. and 5:00 p.m. Construction work can be done on Saturdays during the same hours; however there cannot be any “audible noise” or production of “noxious fumes”.

*Reference: Appendix F: Construction & Remodeling Sec. 5.2.*

Placement of televisions and audio speakers can affect the sound transfer between condominium units. Where possible, residents should take this into consideration when installing speakers (for

example) and avoid shared walls for the placement if possible. No speakers can be mounted on walls.

Owners should be aware of the noise levels in their units and act responsibly when asked to control them. If a loud repeated noise emanates from another unit outside of the allowed construction hours, the front desk and/or Management should be notified.

*Reference: Complaints and Suggestions.*

## **OPEN HOUSES**

*See Sales/Open Houses*

## **PACKAGE DELIVERIES**

*See Deliveries & Pickups: Packages*

## **PEST CONTROL PLAN**

*Reference: Appendix H: Plan for Detection, Inspection and Treatment of Bed Bugs.*

## **PETS**

Only dogs, cats, or other animals determined by the Board to be household pets are allowed in units. It is prohibited to keep pets for breeding or any commercial purpose.

Keeping pets at East Point is subject to the following rules and regulations:

- All cats and dogs must be vaccinated against rabies and Owners must be able to show proof of this.
- All pets must be carried or leashed and under control and supervision when being taken to and from their unit.
- Anyone walking pets must use the freight elevator unless it is either out of service or locked out for extended use, and should enter and exit the building through the east service/freight door. While pedestrian usage of the exterior overhead garage door is not expressly prohibited, it is strongly preferred that anyone walking a dog should only use that door when the use of the east service/freight door is temporarily impractical.
- Exceptions to the elevator rules pertain to service dogs and physically handicapped people with dogs, as well as to pets in carriers.
- Anyone walking dogs is required by City of Chicago law to pick up and properly dispose of their pet's waste. Plastic bag dispensers are placed by the east rear door and the garage exit for convenience as well as a large plastic trashcan outside the east rear door for the disposal of pets' waste. **It is prohibited to use any interior trashcan for this purpose.**
- Pet owners assume full responsibility for personal injuries and/or property damage caused by their pets.
- Accidents happen. Any pet accidents in the common areas including the lobby, garage, elevators, hallways, and sky floor shall be reported to Management as soon as possible to avoid potential longer-term damage.
- Pet owners are responsible for preventing any damage or soilage caused by their pets in any common area and must reimburse the Association for the cost of cleaning and/or necessary repairs. Further, owners may incur a fine for failure to report the potential damage in a timely manner.
- Complaints regarding continuous howling or barking should be addressed to the door person and/or Management. However, know your neighbors, as unusual barking and/or

howling may signal a problem that requires immediate investigation.

- Pets are not allowed on the penthouse floor, promenade deck, pool area, lobby or the basement level (laundry room, storage room, hallway, lower garage level).

- All pet owners should ensure that offensive odors from their pets do not emanate from their unit into the hallway and/or other units.
- Cat litter and materials used in cages must be triple-bagged before disposal down the garbage chute.

Failure to comply with the above rules can result in revocation of the privilege of keeping pet(s) at East Point.

## **PHARMACY DELIVERIES**

*See Deliveries & Pickups: Food & Pharmacy Deliveries*

## **PLUMBING**

*See Caulking & Plumbing*

## **POOL DECK**

*See Swimming Pool/Pool Deck*

## **PROMENADE DECK**

*See Hospitality Room & Promenade Deck*

## **RECYCLING**

East Point and the City of Chicago require recycling of certain disposable items. Each trash chute room has both a garbage can and a blue bin for this purpose

- The garbage can is for recyclable glass, cartons, aluminum cans, plastics, plastic bags, thoroughly dried latex paint and metal cans. Everything that has held food should be rinsed before disposal to prevent odors and insects. Plastics that are recyclable have a triangle symbol on the bottom. Labels do not have to be removed. Milk cartons are recyclable after rinsing.
- Disposal of paint or other chemicals must be in compliance with the City of Chicago regulations. Check with the building manager for details.
- The blue bin is for dry newspapers, magazines, catalogs, corrugated cardboard and boxes. Shredded papers, office papers and personal papers placed in a closed bag should be left in the blue bin.
- Food products are not recyclable and should be bagged properly and put down the chute.

## **RENTALS**

Each unit is to be occupied as a private dwelling by the Unit Owner and his or her immediate family and for no other purpose. The few exceptions are: Board-approved hardship exceptions, limited unit rentals by pre-1987 unit owners and rentals to family members. See para.11 of Article VIII of the Declaration.

## **RULES**

These rules and regulations may be changed or amended as deemed necessary by the Board. The Rules are in accordance with and in compliance with the Illinois Condominium Property Act.

## **SAFETY (SECURITY)**

All non-residents entering East Point must identify themselves and the owner and unit number they want to visit to the front door staff upon entering the building. This includes visitors, guests,

contractors, workmen, delivery persons, dog-walkers and other outside persons. Residents should feel comfortable to ask unfamiliar persons if they've checked in with the front desk.

Cameras are placed strategically around the ground level and in the garage of East Point that transmit images to the front desk. These cameras are not to be tampered with under any circumstances.

Owners are **NOT** to provide non-residents of their units with key fobs or common area keys. Arrangements can be made with Management to provide access for visitors in the event of an exception. Lost key fobs must be reported immediately to the Building Manager or the front desk.

All Owners are strongly urged to give a set of their unit keys to the Building Manager. Unit access keys are locked in a secure place in the building. Keys will only be provided to visitors under specific written request of the Owner.

### **SALES/OPEN HOUSES**

For safety reasons, Owners who are showing their units for sale must see that attendees are escorted to and from the Lobby. The door staff will call the unit to have the authorized real estate agent or Owner escort attendees to the unit. Attendees must be escorted back to the Lobby when leaving.

### **Signs in front of the building are prohibited.**

Once under contract and with a prospective buyer selected, Owners must provide the Association with information about their sale before it is closed. In accordance with Article VIII of the Declaration of Condominium Ownership, the Association has the right to purchase the unit on the market subject to the same contract terms as the prospective buyer. The Board of Directors has thirty (30) days in which to exercise this Right of First Refusal.

*Reference: Appendix D: Procedure For Unit Resale*

### **SATELLITE TELEVISION**

*See Television*

### **SAUNAS**

Saunas are located in the men and women's penthouse bathrooms. They are available 24 hours a day. Directions for use are posted on the sauna door and should be observed-especially the length of time to be in the sauna.

### **SCREENS**

*See Windows & Screens*

### **SERVICE REQUESTS/WORK ORDERS**

Unit owners may use the services of the maintenance staff for minor repairs inside their units. Owners should contact Management either verbally or via the website to request all maintenance services. Completed work will be billed back to unit owners at a reasonable rate as applicable.

*Reference: Appendix A: Fees and Prices*

## **SKY ROOM**

*See Hospitality Room (The Sky Room) & Promenade Deck*

## **SMOKE-FREE BUILDING**

East Point Condominium is a smoke-free building except in residential units, balconies, and outdoor areas specifically marked.

## **SOLICITATION**

There shall be no solicitation by any person in the building for any purpose whatsoever.

## **STORAGE ROOM**

The storage room is located on the basement level next to the laundry room. The common area key opens the storage room door. Lockers are identified by unit numbers.

Only one locker is permitted per unit. Possessions must be kept within the locker. Aisles must be kept free and clear at all times. Items left outside the lockers will be discarded.

City ordinance states that no hazardous materials can be stored in the lockers or in any other common area. Such materials include, but are not limited to:

- Paints
- Lacquers
- Solvents
- Thinners
- Fuels

**The Association, in accordance with the Declaration, is not responsible for the loss or damage of any personal articles stored in the storage room.**

## **SWIMMING POOL/POOL DECK**

The swimming pool is located on the roof and is available for residents and their guests. Pool operations comply with the Illinois Department of Public Health guidelines and regulations.

*See Appendix E: Pool Rules*

## **TELEVISION**

Each unit is equipped with activated outlets for connection to the cable/satellite television system serving the building. Basic station programming is available to units through a building agreement, and is paid for through payment of monthly assessments. The management office has information regarding the current system provider and the building's current arrangement.

Residents are prohibited from making modifications or independent connections to **any** television outlet or the system wiring. The Association may assess an Owner with the cost of locating and removing unauthorized connections, or for any repairs necessitated by unauthorized modification(s) to the system.

## **THE SKY ROOM**

*See Hospitality Room (The Sky Room)*

## **TRASH CHUTE ROOMS**

The trash chute room is located on the north end of each floor next to the stairwells. **The chute room can be used only between the hours of 7:30 a.m. and 10:30 p.m. to avoid disturbance to residents.**

Trash should be securely wrapped and deposited in the chute and not left on the floor. The following items should **NOT** be thrown down the chute: **ashtray contents, hot grease, loose food, lighted materials, boxes, rugs, paint cans or construction materials.**

East Point and the City of Chicago require recycling of certain disposable items. Each trash chute room has both a garbage can and a blue bin for this purpose (*See **Recycling***). Contact maintenance for assistance with the removal of all oversized items.

## **WASHERS AND DRYERS**

Clothes washers and dryers may be installed in the units after application to and approval from the Association.

*See Appendix F: Construction and Remodeling Rules #6.4*

## **WEBSITE**

East Point's website address is [www.eastpointcondo.com](http://www.eastpointcondo.com). It is administered by the Building Manager and is accessible by anyone with Internet access. Owners and residents need a password which can be obtained through Management either by verbal request or application on the website to access non-public building information. Most communications (including service requests) to Management can be made via the website.

## **WINDOWS AND SCREENS**

Cracked or damaged windows should be immediately brought to the attention of Management for determination of cost responsibility for replacement.

No electrical lights, signs or illuminating devices are to be attached to or hung in windows.

Replacement screens are available from the building at a cost to the Owner. *See Appendix A: Fees and Prices.*

## **WORK ORDERS**

*See Service Requests/Work Orders*

***Appendix A: Fee and Prices***  
***2024***

Type	Rate
Late Assessment Fee	\$50.00
Bicycle Storage Fee	\$30.00 (annually)
Guest Parking	N/C for 1 hour or less
Guest Parking	\$8.00 (over one hour to 8 hours)
Guest Parking	\$15.00 (over eight hours to 24 hours)
Sea Wall Parking (if available)	\$12.00
Key Fob	\$30.00
Labor Charge	\$60.00 per hour (prorated for each 15 minutes with 15 minutes minimum)
Materials Charge	Cost + 15%
Moving In	\$300.00
Move Out	\$300.00
Remodeling Packet Fee	\$100.00 (+ 300.00 security deposit)
Sky Room	\$75.00 (+ 150.00 security deposit)
Transfer Fee/Sales Application	\$300.00
Window Screens	Cost + 15%

The Fee Schedule is subject to change at the discretion and approval of the Board of Directors. In all cases, the unit owner is responsible for any and all fees incurred. An up-to-date copy of the fee schedule may be obtained from the Management Office. All fees are active as of their approval by the Board of Directors. There is no acknowledgement of a “grandfathering” clause regarding these fees.

## *Appendix B: Garage Rules*

### **EAST POINT GARAGE POLICIES AND PROCEDURES**

#### **REGISTRATION AND PARKING OF VEHICLES FOR UNIT OWNERS**

**January 20, 2006**

**All monthly parkers are required to sign the Association's standard parking agreement.**

#### **Types of vehicles permitted in the garage**

- Passenger vehicles (cars, trucks, vans) that are small enough to safely enter and exit the garage, and that can be safely parked in an available parking space
- Motorcycles
- Bicycles (to be stored in a separate Bicycle Room)

#### **Number of vehicles permitted**

- 1<sup>st</sup> passenger vehicle ○ Each unit owner is entitled to register and pay a monthly fee for one passenger vehicle
- 2<sup>nd</sup> passenger vehicle ○ A unit owner may request monthly parking for a 2<sup>nd</sup> passenger vehicle
  - All requests for a 2<sup>nd</sup> vehicle will be placed on a waiting list and reviewed by the Garage Supervisor, Garage Committee and On-site Property Manager
  - Approval of parking for a 2<sup>nd</sup> vehicle is temporary and is contingent upon availability of space in the garage
  - If parking space is needed to accommodate a 1<sup>st</sup> vehicle for any unit owner, owners with a 2<sup>nd</sup> vehicle may need to remove that vehicle from the garage. The order of removal will be based upon seniority, e.g., the last 2<sup>nd</sup> vehicle registered in the garage will be the first vehicle removed, etc.
- Motorcycles ○ A unit owner may request monthly parking for a motorcycle
  - All requests for a motorcycle will be placed on a waiting list and reviewed by the Garage Supervisor, Garage Committee and On-site Property Manager
  - Approval of parking for a motorcycle is temporary and is contingent upon availability of space in the garage
- Bicycles ○ Unit owners may submit a request to register and pay an annual storage fee for one or more bicycles
  - Bicycle storage is contingent upon availability of space in the Bicycle Room

### **Temporary removal of a vehicle**

- 1<sup>st</sup> passenger vehicle ○ If a unit owner would like to temporarily remove the vehicle from the garage, the monthly parking fee must continue to be paid if the owner continues to pay the monthly assessment fee
- 2<sup>nd</sup> passenger vehicle ○ If a unit owner would like to temporarily remove the vehicle from the garage, the monthly parking fee must continue to be paid if the owner continues to pay the monthly assessment fee
  - If a unit owner temporarily removes the vehicle from the garage and does not wish to pay the monthly parking fee, then procedures regarding requests for a 2<sup>nd</sup> vehicle must be followed (see above)
- Motorcycles ○ If a unit owner would like to temporarily remove the motorcycle from the garage, the monthly parking fee must continue to be paid if the owner continues to pay the monthly assessment fee
  - If a unit owner temporarily removes the motorcycle from the garage and does not wish to pay the monthly parking fee, then procedures regarding requests for a 2<sup>nd</sup> motorcycle must be followed (see above)
- Bicycles ○ If a unit owner would like to temporarily remove the bicycle from the Bicycle Room, the annual storage fee must continue to be paid if the owner continues to pay the monthly assessment fee
  - If a unit owner temporarily removes the bicycle from the Bicycle Room and does not wish to pay the annual storage fee, then procedures regarding requests for a 2<sup>nd</sup> bicycle must be followed (see above)
- It is not permissible for a unit owner to temporarily remove a vehicle and temporarily let another unit owner “use” the parking privileges.
- It is permissible for a unit owner to temporarily substitute her/his registered vehicle for a different vehicle (e.g., rental vehicle, borrowed vehicle), contingent upon approval by the Garage Supervisor and On-site Property Manager

### **Registration**

- Unit owners must submit all registration requests to the On-site Property Manager
- Proof of insurance is required for all passenger vehicles and motorcycles

### **Miscellaneous**

- Unit owners are requested to give 30 days’ notice of any changes in parking status • All parking fees are based on a monthly charge and will not be prorated.

## VISITOR PARKING

January 1, 2018

### **Visitor**

A visitor is defined as someone who brings a vehicle to East Point when s/he is invited to come to East Point by a unit owner.

### **Visitor Registration**

If there is available parking space in the garage, the visitor will receive a guest parking pass from the garage employee on-duty. If space is not available, the visitor may not park in the garage.

In order to gain entrance to the building, the visitor will contact the door staff using the telephone near the building entrance. Door staff will admit the visitor into the building and will stamp the parking pass indicating that the visitor has checked in according to East point's rules and regulations

Door staff will call the unit owner and verify that the visitor should be permitted to visit the unit.

If a unit owner will not be at home and would like the visitor to have access to the unit, then the unit owner will contact the Property Manager ahead of time and sign an "authorization for entry" form.

### **Visitor Parking Fees**

One hour or less	No Charge
Parking for 8 hours or less	\$8.00
Parking for over 8 hours to 24 hours	\$15.00
Sea Wall Parking (if available)	\$12.00

Parking for more than 24 hours:

If a unit owner would like to invite a visitor to park their vehicle for more than 24 hours, the unit owner must notify Management and the Garage Supervisor and provide information about the expected length of stay. The \$15 daily fee will be charged for each additional 24-hour period, or portion thereof. As with all East Point policies, permission for extended parking is subject to availability and other limitations.

### **Payment of Visitor Parking Fees**

Unit owners are responsible for payment of all visitor parking fees.

The only form of payment is direct billing to the unit owner's monthly statement. The unit owner should sign the parking pass to acknowledge billing; however, a signature is not required for billing.

Management will file all parking passes and provide copies to a unit owner upon request.

## *Appendix C: Insurance*

Revised 2024

### **Introduction**

In addition to any legal or fiduciary obligations of the East Point Condominium Association (the "Association") relating to the protection of the building, its components and equipment, the Association believes it is in the long-term best interests of the homeowners who live at East Point that each owner carry appropriate and adequate personal property and liability insurance. It is also believed that this will help to protect and support the maintenance of property values for all unit owners. It is in this spirit that the following rule was passed by the Board of Directors.

### **Insurance Rules:**

**A.** (1) All unit owners shall, at all times, maintain personal liability insurance in an amount of at least \$500,000 to cover claims arising from possible injuries sustained by owners' guests and visitors and to cover claims from damage to property not owned by, or not under the control of, the unit owner; Additionally, each unit shall maintain loss assessment coverage in the amount of at least \$25,000.

(2) Not less than once each calendar year and at all policy declaration renewals, all unit owners shall provide the Association via the management evidence of such current coverage.

(3) Given that the Association assumes no responsibility for damage to or loss of, or loss of use of, any unit owner property caused by anyone not acting properly on behalf of the Association, all unit owners are encouraged to maintain personal property damage insurance covering all property kept by the unit owner anywhere in the building or on the property;

**B.** (1) Given that the Association assumes no liability for damage to or loss of, or loss of use of, any units or property contained in the units where such damage or loss is caused by sources originating in or from any other unit or units, all unit owners understand that they are and, until all associated claims are paid, settled or otherwise resolved, shall remain personally liable for, and responsible to the Association to resolve, any such damage originating from their units, whether or not any insurance coverage applies and whether or not any unit's owner (or the unit owner's guest, resident, or invitee) is in any way negligent;

(2) For the avoidance of doubt, regardless of whether an owner's unit, and property contained in the unit, is damaged by causes originating in or from another unit, or from a common element problem, the damaged unit owner (and not the Association) is responsible for maintaining insurance to cover his, her or its costs of repairing such damage or replacing damaged items (e.g., decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings). Of course, to the extent such damage is caused by common element problems that are not themselves caused by, or that are not the result of, the negligence of a unit owner (or such owner's guests, residents or invitees), it shall be the responsibility of the Association to handle, and the unit owner shall cooperate with the Association in resolving the issues surrounding any such situation.

**C.** All unit-to-unit damage claims shall be disputed and handled between unit owners and their respective insurance companies and legal counsel without undue delay or otherwise causing any adverse consequences to the interests of the Association (including but not limited to

further damage to common elements). However, at all times during such situations in which any common element is damaged, or is the cause of damage, the responsible unit owner must fully cooperate with the Association in its efforts to identify and repair the damage to common elements. If the unit owner who is responsible for damage to common elements does not have sufficient insurance coverage, the Association will pay for the repairs to the common elements and charge said unit owner for all costs involved and the unit owner shall promptly reimburse the Association for such costs.

**D.** As with all of our rules and regulations, the Association greatly appreciates each unit owner's reading and understanding of, and respect for, the continuing implementation of this Insurance Rule.

**Conclusion:**

The Association has created this Insurance Rule in order to improve unit owners' understanding of our respective responsibilities to each other as we continue to work together to maintain a first-class, residential community.

## ***Appendix D***

Revised 2009

### **Procedure For Unit Resale**

1. A unit owner who wishes to sell must prepare and submit written notice of the terms of any sale. It is the responsibility of the unit owner to see that the prospective buyer has all required condominium documents and forms required for Board approval. Written notice forms are available from the building office, the Association website [www.eastpointcondo.com](http://www.eastpointcondo.com), and from <http://sudlerchicago.com/paperwork>
2. The Board meets monthly, and votes to either waive or exercise its right of first refusal regarding the sale, and therefore requires written notice by the 15<sup>th</sup> of the month.
3. Documents to be submitted to the Building Manager are:
  - a. Sellers Statement
  - b. Executed Real Estate Contract
  - c. Buyers Statement and Information Form
4. Management is to receive a \$250 processing fee to cover administrative costs incurred in the sale of units.
5. After all documents are returned to the Building Manager, the file is presented to the Board of Directors.
6. If the Board votes to waive its right, and the unit owner's account is current (all charges are paid in full), then a *Paid Assessment/Waiver of Right of First Refusal Letter* can be released to the seller/buyer.
7. The extent of responsibility of the Association is to acquire written materials, provide them to the Board, and to in turn provide a paid assessment letter prior to the closing date.
8. Sellers must be sure to provide all required condominium documents to the prospective buyers.

## ***Appendix E: Pool Rules***

**(REVISED April 2006)**

1. Pool operations will comply with Illinois Department of Public Health guidelines and regulations.
2. Use of the pool is at your own risk. East Point cannot assume any responsibility for any illness, accident or injuries suffered by any person in the swimming pool or on the pool deck area.
3. The pool and pool area is for the use of East Point residents and their guests only.
4. No more than four (4) guests per unit per day are permitted.
5. A unit owner must accompany all guests.
6. Owners are responsible for the actions of their guests.
7. Proper attire (body covering and foot covering) must be worn while traveling in the Common areas.
8. Dry off before using the elevators.
9. There are changing rooms with showers located on the “P” level for your convenience.
10. Persons having skin infections, bandages, etc. must refrain from using the pool.
11. A parent, guardian or other responsible person, at least 16 years of age, must accompany persons under the age of 16.
12. State law requires that all swimmers shower before entering the pool.
13. Infants and small children are to wear proper bathing attire.
14. Diapers are not permitted.
15. Swimming aids such as fins, masks, floats and waist size swimming tubes are permitted.
16. Other swimming equipment such as life rafts and inner tubes are prohibited.
17. Running, pushing, horseplay or roughhousing is not permitted in the pool or the deck area.
18. Nude swimming is not permitted.
19. Diving into the pool at the shallow end is prohibited.

20. Lap swimming should be done with consideration of others using the pool.
21. No glass of any kind is allowed in the pool area or sun deck.
22. The use of plastic containers is permissible.
23. All trash must be placed in proper containers.
24. Smoking is permitted at the north end of the pool deck with the use of your own ashtray.
25. Do not dispose of cigarette and/or cigar butts on the pool deck, plant containers or by throwing them over the wall.
26. Only battery operated radios, tape d etc. with headphones may be used in the pool area.
27. Cell phone conversations should be done quietly so as not to disturb others.
28. No one family or families may monopolize the pool.
29. Pets are not allowed in the pool area.

These pool rules and regulations are for your safety and comfort. Any persons, Unit Owners or guests violating the pool rules are subject to loss of pool privileges, possible fines and other decisions of the Board.

***Appendix F***  
**CONSTRUCTION AND REMODELING RULES**  
(Revised 2020)

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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, replacing the unit entry door 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 shut-off 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) ½" 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. As of November 19<sup>th</sup>, 2021, new washer hook-ups shall not include any washer water outflow into any water heater outflow line. ("Overflow Connection"). Any such Overflow Connection installed at any time prior to November 19, 2021, shall be promptly removed at the unit owner's expense.

(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 than \$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 24<sup>th</sup> Day of January 2008.**

**Exhibit A**

**to**

**East Point Construction and Remodeling Rules**

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**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: \_\_\_\_\_

*Appendix G: Emergency Quick Reference*  
Revised November 2005

EAST POINT CONDOMINIUM ASSOCIATION  
**EMERGENCY QUICK REFERENCE**

1<sup>st</sup> Call 911 - 2<sup>nd</sup> Call (773) 973-0033

Building Evacuation Off-Site Gathering Place: The Park located on *Sheridan Road and Thorndale Avenue*

**WHAT TO DO...**

**Fire In Your Unit** • Call 911 and then, if possible, the Doorperson (773) 973-0033.



- Take door keys. Check door for heat. Leave unit. Close UNLOCKED door behind you.
- If there is smoke stay low to the floor. Notify neighbors if possible & take stairs.
- If smoke/fire blocks hall, put wet towels under all exit doors.
- Use telephone / cell phone for continued communication.

**Medical Emergency** • Call 911.



- Call Doorperson (773) 973-0033 to tell them help is on the way.
- Building personnel will assist in expediting arrival of medical personnel.

**Bomb Threat**



- Listen and take notes if possible. At end of call ask where bomb has been placed.
- DO NOT HANG UP at end of call. This will facilitate tracking call.
- Call 911 and Doorperson (773) 973-0033 on another line or go to Doorperson's station (1<sup>st</sup> fl).
- Call Sudler / Account Supervisor (312) 706-2362.

**Crime** - If assailant is in the apartment do not confront or block escape.



- Look carefully and prepare to give a complete description of perpetrators.
- Call 911 and Doorperson (773) 973-0033 as soon as possible. Do not disturb anything.
- Be available to police when they arrive on the scene.
- Call Sudler / Account Supervisor (312) 706-2362.

**Pipes Flooding** • Call Doorperson (773) 973-0033 with description and location of flooding.



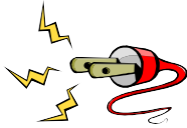
- Close any “shut-off” valves.

**Severe Weather** • Stay away from windows.



- Interior halls and bathrooms are best place for shelter.
- Call Doorperson (773) 973-0033 if window breaks.

**Electrical Outage** • Stay in unit.



- If outage is longer than one hour you will receive information and instructions.
- **Call 911** and Doorperson (773) 973-0033 if emergency requires leaving building.

**Elevator Stops** • Open elevator phone box.



- Press emergency button.
- Doorperson station is alerted and will continually communicate with you.

**Resident Concerns** • Call Sudler (312) 751-0900.



**PLAN FOR DETECTION, INSPECTION AND TREATMENT OF BED BUGS**  
**(March 1, 2014)**

This plan was developed to comply with Section 7-28-840 of the City of Chicago Municipal Code, passed by the City Council on June 5, 2013 (the “Ordinance”). The Ordinance took effect on December 23, 2013, declared bed bugs to be a public nuisance, and required condominium associations to develop a pest management plan for the detection, inspection and treatment of bed bugs by March 24, 2014.

The East Point Condominium (“East Point”) Association’s (the “Association”) Plan for Detection, Inspection and Treatment of Bed Bugs (this “Plan”), after a 30-day notice and comment period for unit owners (including an educational forum on February 11, 2014), was first established on February 28, 2014 by vote of its Board of Directors. This Plan is effective as of March 1, 2014, and includes the following sections: Education, Detection and Inspection, Treatment, Costs, Fines and, Record-Keeping.

**A. Education:** Unit owners, management and staff all have responsibilities for being informed about how to help minimize the chances of bed bug infestations through educational materials and other communications methods.

1. East Point’s Association will distribute educational information to all unit owners about this Plan and bed bugs, and will periodically hold in-person informational sessions on the subject of bed bugs and this Plan.

2. Unit owners and residents are responsible for their own education about bed bugs, now a public nuisance in Chicago, by attending public seminars and workshops, reading applicable pamphlets and relevant articles in newsletters, some of which may be found on City of Chicago websites, National Pest Management Association websites, and other publicly-available information sources.

3. When established by East Point management, educational meetings on bed bugs are mandatory for staff to attend.

4. When available from the Association, a video on bed bugs shall be viewed by unit owners and residents in its entirety. They will confirm that they have done so upon return of the video to management.

5. When available, a copy of the publication “Travel Tips,” should be requested from East Point management by East Point residents planning a trip. The publication is distributed by ASCO.

**B. Detection and Inspection:**

1. All unit owners shall immediately notify management, in writing, of any suspicion or sighting of bed bugs in the unit, including, but not limited to, sightings in furniture, clothing, bedding, or other personal property, or on walls, ceilings, floors, carpets, etc.
2. All unit owners shall cooperate with the Association in the control, treatment and eradication of bed bug infestations found or suspected in the unit or adjacent units. "Cooperation" includes, but is not limited to, allowing entrance to their unit for inspection and treatment, and not interfering with such inspection or treatment by Pest Management Professionals (as defined in the Ordinance), including beg bug dogs and their handlers.
3. Participation in routine, preventative inspections of the building is optional for the unit owner, unless the unit borders a unit that is infested.
4. Unit owners are hereby informed that move-in and move-out procedures include bed bug inspections, and treatment if necessary.
5. Periodically, the Association will have a Pest Management Professional inspect common elements such as the laundry room, library room, exercise room, meeting room and storage room.

**C. Treatment:**

1. Upon reasonable suspicion or discovery of bed bugs, all unit owners and residents of the unit shall cooperate with the Association by allowing entrance to their unit for bed bug inspection and extermination by Pest Management Professionals, including bed bug dogs and their handlers.
2. The extermination of bed bugs shall be only by a Pest Management Professional. When bed bugs are present in a unit, the Association will cause a Pest Management Professional to conduct an inspection and treatment of the dwelling unit directly on both sides of the infected dwelling unit and the dwelling unit directly above and the one directly below the infected dwelling unit. This pattern of inspection and/or treatment ("Cloverleaf") shall be conducted until no further infestation is detected.
3. Instructions given by the Pest Management Professional must be followed by all unit owners.
4. "Do-it-yourself" treatments by unit owners are prohibited.

5. The Association will confer with the owner of its laundry room equipment in an attempt to ensure that the common dryers are able to attain a temperature sufficient to kill bed bugs.

6. Disposal of infested items shall be done under the guidance and supervision of East Point staff in conformance with building policies and guidelines, which should be provided by Pest Management Professionals.

**D. Costs:**

1. The Association shall be responsible for the cost of its standard, preventative bed bug inspections, whether of owner units or common elements.

2. In the event there is a suspicion or report of bed bug infestation in a unit, and upon inspection the unit is determined to be infected, the Association shall be responsible for the inspection and treatment costs until the infestation is eradicated, including those costs for all units subjected to the Cloverleaf inspections and treatments. All other pre-treatment preparation costs and damages are the responsibility of the units affected by the infestation.

3. Notwithstanding subsections D.1 and D.2 above, as a result of the move-out process and not later than closing, the Seller(s) of the unit shall be responsible, at their cost, for causing an Association-approved Pest Management Professional (“PMP”) to inspect for and treat any bed bug infestation in the unit before closing and. The Seller(s) of the unit shall provide the Association with documentation from the PMP that the unit is free of bed bug infestation. If Seller(s) fails to perform these actions as described above, the Seller(s) will reimburse the Association any costs it may incur for the inspection and treatment of bed bugs associated with the move-out process for the unit. Unit owners who are planning on moving out must ensure that they fully comply with unit owner obligations of notice, cooperation and participation contained in this Plan through the day of moving out or closing, whichever occurs last.

4. Notwithstanding subsections D.1 and D.2 above, as part of the move-in process and not later than 30 days after moving in, the Buyer(s) of the unit shall be responsible, at their cost, for causing an Association-approved Pest Management Professional to inspect for and treat any bed bug infestation associated with the unit (including Cloverleaf inspection and treatment). The Buyers(s) of the unit shall provide the Association with documentation from the PMP that the unit is free of bed bug infestation. If Buyer(s) fails to perform these actions as described above, the Buyer(s) will reimburse the Association any costs it may incur for conducting the inspection and treatment of bed bugs associated with the move-in process for the unit.



**E. Fines:** After notice and an opportunity to be heard before the Board of Directors, unit owners are subject to fine by the Association for any violation of any of their obligations set forth in this Plan, which fines are as set forth in Section 7-28-900 of the Ordinance, including but not limited to the following violations.

1. Failure to report suspicion or presence of bed bugs within an expeditious time-frame, but not more than 72 hours after unit owner finds or suspects a bed bug infestation in the unit.

2. Failure to permit access to the unit by authorized personnel (e.g., East Point staff, management, inspectors, dog handlers) for inspections or treatments.

3. Failure to allow inspection or treatment within an expeditious time frame, but not more than 72 hours after receipt of notice of Association's intent to inspect or treat; or, otherwise interfering with inspection or treatment.

4. Failure to follow Association practices, policies and rules, and City ordinances, for the disposal of bed bug infested items.

5. Failure to follow the instructions given by the Pest Management Professional or failure to cooperate with the Association in its implementation of this Plan.

6. Failure to pay move-in or move-out inspection and treatment costs when levied.

7. Failure to pay any billed-back fines levied upon the Association because of the failure by a unit owner to follow any applicable bed bug public law, rule, regulation, order or ordinance.

**F. Record-Keeping:** The Association shall ensure that a copy of this Plan and records of the pest control measures performed by, and reports and receipts of, the Pest Management Professionals shall be: (1) maintained either on-site in the building or at the property management company's offices; (2) maintained for three years after date of creation or performance, as applicable; and, (3) open to inspection upon request by authorized City of Chicago personnel, including, but not limited to, employees of the Departments of Health and Buildings. The Association's Board of Directors shall conduct an annual review of this Plan.

**Appendix I:** Acknowledgement & Waiver  
for the display of items on hallway walls

This form is available from the Management office and must be completed & returned to Management for any artwork, mirror, or other item(s) before they can be installed on hallway walls.

**(REVISED June 2024)**

According to East Point's Rules and Regulations, it's permissible for East Point unit owners to suggest their personally owned or acquired artwork, mirror, sculpture, or other item (Artwork) to be hung on either or both of two hallway walls (center of the curved wall, or wall between elevators 3 and 4 on their floor).

Floor number: \_\_\_\_\_ Date: \_\_\_\_\_

By signing below, the unit owners on the designated floor agree that the Artwork suggested for our floor is acceptable to us for display.

Unit A \_\_\_\_\_

Unit B \_\_\_\_\_

Unit C \_\_\_\_\_

Unit D \_\_\_\_\_

---

The Artwork identified as \_\_\_\_\_

is owned by (signature) \_\_\_\_\_

and as owner of the Artwork, I agree to (check only one):

- Donate the Artwork to the East Point Condo Association, and hereby waive any and all rights of ownership in and to the Artwork, and transfer ownership to the Association as its sole owner.
- Indemnify and hold harmless the East Point Condominium, its officers, directors, employees, and agents, against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney fees and court costs, arising out of or related to the Artwork.

If more than one owner, the Artwork identified as \_\_\_\_\_

is owned by (signature) \_\_\_\_\_

and as owner of the Artwork, I agree to (check only one):

- Donate the Artwork to the East Point Condo Association, and hereby waive any and all rights of ownership in and to the Artwork, and transfer ownership to the Association as its sole owner.
- Indemnify and hold harmless the East Point Condominium, its officers, directors, employees, and agents, against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney fees and court costs, arising out of or related to the Artwork. At any time three of the four current owners on the floor may agree to make a change to the item(s) on the wall(s).  
In that event, the procedures under appendix I must be followed.

If more than two owners, the Artwork identified as \_\_\_\_\_

is owned by (signature) \_\_\_\_\_

and as owner of the Artwork, I agree to (check only one):

- Donate the Artwork to the East Point Condo Association, and hereby waive any and all rights of ownership in and to the Artwork, and transfer ownership to the Association as its sole owner.
- Indemnify and hold harmless the East Point Condominium, its officers, directors, employees, and agents, against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney fees and court costs, arising out of or related to the Artwork.