

RULES AND REGULATIONS

ISSUED BY THE

BOARD OF DIRECTORS

FOR

EAST VIEW PARK

CONDOMINIUM ASSOCIATION

EFFECTIVE DECEMBER 1ST, 2013

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INTRODUCTION

Since the East View Park Condominium Association (EVPCA) was formed in the fall of 1976, various Boards of Directors have issued a variety of regulations dealing with particular problems in East View Park. This year's Board has decided to republish these rules in a handy format and, in the process, to revise what seemed in need of revision. It is not the Board's intention, however, to promulgate a comprehensive set of rules covering all possible problems that might arise. In dealing with the many areas on which this booklet is silent or incomplete, please keep in mind that owning a condominium apartment is not like full ownership of a free-standing house, and calls for a special degree of respect for the peace, tranquility, and property rights of one's neighbors and of the condominium association as a whole. Anyone who is in doubt about the scope or interpretation of these rules, or who would like an exception made for particular circumstances, should speak to the on-site manager.

I. FEES / FINES

Key Fee:

Common Area key Replacements: \$5.00 per key

NOTE: This fee does not apply if keys have been lost in association with identifying information, such as a stolen purse. Such circumstances are a security issue and require changing the entrance way locks, etc. to the resident's building and providing new keys for everyone in the building. Since VEP does not want to deter anyone from reporting a security issue, the fees are waived for this type of loss.

Mandatory Orientation Session Fee: \$25.00

Sales & Refinancing Administrative Fee: \$25.00 electronic format
\$50.00 hard copy

Moving Fee Violation: \$100.00

Late Fees: \$25.00

Chargeable Work Order Fee: \$35.00

Parking Violation: \$50.00

Fire Lane Parking Violation: \$100.00

Bike Violation: \$25.00

Leasing Fee: \$250.00

Move Fee violation: \$100.00

Move Out Security Deposit: \$250.00

II. GENERAL RULES

1. 10 MPH Speed Limit

The speed limit for all vehicles on the East View Park roadway is 10 miles per hour. Drivers are expected to watch carefully for pedestrians crossing the road, especially young children, and be prepared to stop quickly if necessary.

2. Pets

Household pets, except dogs, may be kept in the apartments if they do not disturb neighbors. Dogs are not allowed in East View Park. Visitors who come with dogs are to bring them directly into their host's apartment; but no dogs may stay overnight in any apartment or in any other part of East View Park.

3. Obstruction

Public areas, including but not limited to sidewalks, hallways, doors, entrances, and stairways, must remain unobstructed. Subject to applicable Chicago ordinances, no personal belongings (other than baby carriages, strollers, and wheelchairs) may be left in the vestibules and hallways except with the consent of at least 2/3 of the owners in that entrance (see I.10.c).

4. Obstructing Traffic

While the Board recognizes that it will sometimes be necessary for owners to park in the roadbed traffic lane while loading or unloading parcels, owner are requested to keep such obstructions of traffic to a minimum and to use rear entrances whenever possible.

5. Deliveries

All furniture, construction materials and other heavy or bulky items are to be delivered through back entrances. If a Unit Owner believes a particular piece of furniture or heavy/bulk item cannot be brought up the back stairs, the Unit Owner must first obtain permission from the Property Manager to use the front stairwell. Unit owners are responsible for damage to common elements (including limited common elements as defined in paragraph II.1.A) caused by deliveries.

6. Garbage

Ordinary garbage left outside the rear entrances to the units will be removed by the maintenance staff if it is placed in bags (cat litter in sealed plastic bags only) and deposited in the garbage cans. Large or heavy items are to be placed in or next to the refuse containers on the ground floor. Special arrangements must be made for removal of larger appliances and pieces of furniture (contact management). The removal of construction debris is covered in Section II.2.e.

7. Signs

No signs whatsoever are to be posted in common areas without the prior consent of management or the President of the Board. No notices are to be distributed to any unit owners without management or the President of the Board first approving the time, place, and manner of such distribution. Generally, all such notices will be distributed by EVP staff unless management or the EVP President authorizes a different manner of distribution. The goal of this rule is not to preclude or limit free or open discussion of issues affecting EVP residents. Rather, the issue is limiting the posting of notices in common areas and accompanying security risks.

8. Use of Grounds

(a) Because the grass on the lawns is very expensive to replace, only children aged 10 and younger (together with the occasional older person who is with them) may play ball games on the lawns. Sliding or marking of boundaries can also cause damage and are therefore not permitted. Hard balls are not to be used anywhere in East View Park. No ball playing of any kind is allowed on the island.

(b) Tree-climbing is not permitted in East View Park; climbing smaller trees damages them and climbing any trees may expose EVPCA to liability in the event of an accident.

(c) Only children aged 8 and younger may ride bicycles or tricycles on the sidewalks. No bicycles or tricycles may be ridden on the lawns.

9. Special Rules for the Backyards

(a) No ball playing by anyone over the age of 11. No ball playing other than catch type games on the grass (i.e. no games which have goals or bases, or other games which may destroy the grass).

(b) No playing before 9 a.m., weekdays, and 10 a.m., Saturdays and Sundays.

(c) All ball playing, jump-roping, and other noisy games to stop by 6:30 p.m.; any child who is asked by an adult to quiet down must do so or leave the yard.

10. Basement storage

(a) No flammable materials (including all petroleum-based paints and other products) may be stored anywhere in the basements (or other common areas). Any products which might be dangerous if ingested may be stored in basements only in locked storage lockers or in locked cabinets.

(b) Subject to the City of Chicago Fire Code, no personal property may be stored in the basements outside the storage lockers except: (i) bicycles, buggies, and laundry equipment in the laundry areas, (ii) in any six-flat, other items that at least four of the six unit-owners in that six-flat consent to have in the basement, and (iii) storage in the west side trunk rooms (under the front stairs). Such permitted storage is subject to the conditions that (i) the items stored pose no danger, in the opinion of the Board, to people or property, (ii) the storage not violate code or other governmental regulations and (iii) the Board at any time may require the stored property to be removed to use that space to benefit East View Park.

11. Use of Other Common Areas

(a) Boiler rooms and roofs are off limits to everyone without the prior authorization of management.

(b) No permanent workshops are to be maintained in basements or any other common areas without the consent of the Board.

(c) Unit owners may put plants and similar decorative items in the halls and on the landings. However, any such item must be removed promptly upon the request of a majority of unit owners in the affected hallway.

12. Liability of Owners

Unit owners will be liable for all damage which they cause to common or limited common elements and for any such damage which is caused by their children or by other occupants of or visitors to their units. Unit owners will be responsible for the maintenance of all limited common elements installed by them in their unit (e.g. sky lights).

13. Late Charges

A late charge of \$25.00 will be imposed each month with respect to any bill sent to a unit owner by EVPCA (or its management) at any time before the first day of any month, if payment of such bill has not been received in full by management on or prior to the fifteenth day of such month.

14. Heating

Residents are to set storm windows in winter positions by the date announced by the Board each year. The screen portion should be raised and the middle glass panel completely lowered. Residents are to remove air conditioners of up to 10,000 BTU. Very large air conditioners are to be covered and sealed on the exterior, to prevent air infiltration.

15. Workshops

No permanent workshops are to be maintained in common areas without the consent of the Board (and, for the six flats, a majority of owners in that building). Temporary work is allowed in common basement areas provided that neighbors are not disturbed, care is taken to prevent dust from getting into basement storage lockers, the area is cleaned up after each use (daily), and no potentially dangerous tools or products are ever left unsupervised and unlocked in a common area.

16. Noise

Condominium ownership requires residents to respect the rights of other residents to enjoy their units. Excessively loud noise (such as the playing of radios, television, and/or audio equipment) in such a manner, or at a sound level and/or time as will disturb other residents is not permitted. Accordingly, residents must control the level of sound in their units which may be created by their behavior or by the use of appliances, electronic equipment, or other items that transmit sound to other units. It is expected that most, if not all, noise complaints will be dealt with between neighbors, or mediated by Management, and will not require intervention by the Board. In the event that this is not the case, the procedures in section IX page 18 and 19 should be followed.

17. Package Policy

The EVP management staff may accept packages when residents are unable to accept their packages themselves. The staff however, will not accept known perishables. While the staff will “sign-in” packages they receive and “sign-out” packages when residents retrieve them from the Management Office, neither the management staff, EVP employees, the Board of Directors, or the Association are in any way responsible for loss, damage or non-delivery of these packages. They are not to be held responsible for the notification or delivery of these packages or for their protection while they are in the Management Office. As a matter of courtesy, the staff will attempt to notify residents of the arrival of packages.

Residents who DO NOT want management to accept their packages and hold them until they are picked up, should indicate this in writing. Otherwise, it is understood that management will accept deliveries according to the conditions specified above.

II. REHABILITATION AND RELATED MATTERS

Unit owners planning rehab projects should contact the management office to ensure all necessary forms and Board of Directors of EVPCA (“Board”) approvals are obtained prior to the commencement of work to avoid fines and/or the Association exercising its legal remedies.

1. Violations

For any violation of these rehab rules, the Board may assess a fine against a unit owner in an amount it deems reasonable – in its sole discretion-after notice to the unit owner and giving the unit owners a reasonable opportunity to be heard and/or may otherwise exercise its legal remedies against the defaulting unit owner as allowed in the Condominium Declaration or the Illinois Condominium Property Act.

2. Work in Units

Unit owners hiring a person or contractor to perform work in their unit must provide evidence of the person/contractor’s liability insurance and Workers Compensation Insurance. See the paragraph below regarding independent contractors and Workers Compensation Insurance. When a project requires Board approval, the insurance must also name EVPCA as an additional insured. Also, the Illinois Condominium Property Act requires EVPCA to be named as an additional insured for any project over \$10,000. If a unit owner is doing substantial construction work, the property manager will advise also having the unit owner added to the insured.

Independent contractors are not required by law to carry Workers Compensation Insurance on themselves. Residents may hire an independent contractor without Workers Compensation, but East View Park does not recommend it. Residents should be aware that it is still possible for an independent contractor without Workers Compensation Insurance to sue the unit owner for compensation after an injury. Independent contractors without Workers Compensation Insurance should perform the work alone. If the independent contractor brings in other contractors, the unit owner must also provide proof of liability insurance for those contractors, and either proof of Workers Compensation Insurance or proof that they are also independent contractors not required to carry Workers Compensation Insurance. If an independent contractor without Workers Compensation Insurance subsequently uses other employees in an EVP unit, the contractor must provide proof to EVP of Workers Compensation Insurance for the employees. In the event that a unit owner hires an independent contractor without Workers Compensation Insurance and the contractor subsequently hires employees but fails to obtain Workers Compensation Insurance for those employees, said unit owner shall indemnify East View Park for any and all resulting injuries, expenses and lawsuits relating to a Workers Compensation claim.

Until further notice, unit owners may assume Benjamin Arteaga already has the required insurance information on file at the office. The Board may, at its discretion, also have on file insurance information for other contractors who work at the Association property regularly, which will be updated annually or upon expiration. Unit owners must verify with the property manager that their contractor's insurance is on file with the Association.

For clarification, these requirements do not apply to professionals such as cleaning ladies or someone who comes over to fix a computer. If the unit owner has any doubt as to whether a contractor should follow these insurance requirements, the owner should contact the office to verify.

NOTE: Such insurance is required because if any damage is done to common elements (or other units) by a contractor or person working for a unit owner, EVPCA insurance will not cover the damage or any lawsuit to recover Worker's Compensation, *and the individual unit owner's condominium insurance will not cover the damages or Worker's Compensation either.*

3. Work Affecting Common Elements or Limited Common Elements

No unit owner may perform, or allow to be performed, any work which affects a common element, a limited common element, or another unit without the prior written consent of the Board of Directors of EVPCA (or of any designated person whom the Board may delegate the authority to grant such consent). The *Common elements* are administered by the Board and consist of all Association property other than the Units). *Limited common elements* are a portion of the common elements appurtenant to one or more units that exclusively serve one or more units (for example, the basement storage lockers and the back porches). It is a general rule of thumb that everything within a unit that is non-structural that can be seen with the naked eye by a person is part of the unit and may be altered at the unit owner's discretion, and everything else is a common element (or a limited common element), such as anything behind drywall or under floor coverings. Thus, the interior surface of the wall belongs to the unit and may be repainted at the unit owner's discretion without Board approval; however, the wall itself is a common element or limited common element, at least if it is an outside wall (or a wall between two units). Walls between two rooms of the same unit should not be removed without the Board's approval, as it may *contain* common elements (a plumbing stack), or its removal may *affect* common elements (if it is a structural, load-bearing wall). Similarly, faucets are the unit owner's responsibility, but plumbing in the wall is a common element or limited common element; the inside of a window frame may be repainted at the unit owner's discretion, but the outside of a window may not without the Board's approval.

Anyone contemplating work which affects *or might affect* a common element or a limited common element must inform management as early in the process as possible. Management will know whether the particular work requires Board approval, and, if so, what steps the unit owner must undertake to obtain such approval. If the work requires Board approval, Management will give the unit owner an application to fill out for Board approval.

4. Plumbing, Gas, and Electrical Work

All plumbing, gas, and electrical work must be performed in compliance with all City of Chicago municipal code requirements and the Association's rules and regulations. In addition, all plumbing affecting the plumbing stacks, all electrical work involving wiring in walls, and all work involving gas conduits must be performed by licensed contractors or workmen (the Board may, however, allow exceptions where the unit owner wants to perform the work him/herself, if the nature of the work and the unit owner's experience justify such an exception and the applicable municipal code permits it).

5. Damage

Unit owners are responsible for all damages occurring or originating from work performed in their units to their own unit, other units, or to common elements or limited common elements regardless of negligence.

6. Work While Away

Sometimes unit owners have rehab work performed on a unit before moving into the unit, or they may go on vacation during a project. Unit owners—or a representative authorized to act for the owner, with keys to the unit—must be available to speak with and visit the premises within a reasonable time period at all times, if necessary, to deal with problems during a rehab construction project. Contact information for off-site owners or their representatives must be given to the management office and all building neighbors in case problems arise with the unit or the contractors.

7. Work

All work should be performed in a manner which does not unreasonably disturb other unit owners or which is noxious or offensive. Work requirements are listed below, but do not exclude any other appropriate precautions or remedies which the rehabbing unit owner may be asked to implement, or should clearly be able to think of on their own:

a) Unit Owners planning rehab work which will produce significant noise or any noxious fumes (including but not limited to stripping materials, varnish, polyurethane, paints, glues, and other chemicals) must notify all building neighbors at least 48 hours in advance with a written note delivered to each neighboring unit, and the work is permitted only between the hours of 8:00 am through 6:00 pm Monday through Friday, unless the neighboring unit owners affected expressly consent to having the work proceed at other times. Such notification must specify the type, and duration, of noise expected, and the type of potential fumes. Notification does not absolve the rehabbing unit owner from strictly adhering to the rules or Association governing documents regarding noxious or offensive activities listed below.

b) Any construction which causes disturbing noise is permitted only between the hours of 8 a.m. and 6 p.m., Monday through Friday and no such work on Saturday or Sunday, unless the neighboring unit owners affected by the noise expressly consent to having the work proceed at other times.

c) In the case of fumes, all precautions must be taken to adequately ventilate the rehabbed unit and adjacent common element stairwell to prevent fumes from entering neighboring units. Fumes easily carry in older buildings through floors to units directly above a rehabbed unit, and particularly through a unit's front door into the stairwell, and then into the other units. Such work should not be performed in weather which prevents windows from being opened. Please contact the office for recommendations on ventilating fumes.

8. Garbage disposals

Garbage disposals may not be installed in East View Park because our piping is too old and of an inadequate size to accommodate the waste and grease which results.

9. Washing machines

Washing machines may not drain directly into existing kitchen waste stack piping—they must drain into an adjacent tub or tray (which must have a higher water capacity than the water capacity of the machine), into the toilet waste line stack, or into a new detergent suds waste riser from the basement. Installation of the latter will require the agreement of neighbors sharing the tier in which the riser is to be installed, and such neighbors will have the right to use such a riser if they pay their pro rata share of the cost of the installation. Noise-reducing vibration pads (or a substitute acceptable to the Board) must be installed under the legs of the machine to minimize noise transmission to adjacent units. In any event, Board approval must be obtained before any permanent washer is installed.

10. Dryers

Dryers must be vented to the outside. All venting arrangements must be approved (in advance of installation) by the Board.

11. Connections for washing machines and gas dryers

Connections for washing machines and gas dryers must include accessible shut-off valves.

12. Construction rubbish and debris

Construction rubbish and debris must be removed from the property by the unit owner. No construction debris is to be placed in EVP dumpsters. All contractors are to provide their own dumpsters. Any items being removed from the unit during construction such as kitchen cabinets, hardware, shelving units, sinks, toilets, bathtubs, light fixtures, baseboards, trim work, storm windows, original windows, radiators, furniture, appliances, etc. must be removed from the property and should not be stored in the common elements, including the basements. EVP does keep some original fixtures. If you wish to donate any items to EVP, please contact the management office. Violators of this rule will be fined at the Board's discretion, plus the cost of any scavenger pick-up required as a result of the violation.

III. POLICY FOR USE OF JANITORIAL STAFF

The following rules apply to all EVP staff during working hours. Residents can make independent arrangements with EVP staff outside of working hours for any requests that are not allowed during the normal workday.

1. All in-unit work by EVP staff during working hours requires a written work order to be kept on record in the EVP office and updated accordingly.
2. All work order requests are written, processed, scheduled and approved solely by the EVP Property Manager.
3. In the event that a unit owner has a non-emergency request not covered by this policy or has circumstances that may warrant an exception to these guidelines, the resident may submit this matter to the EVP Board for resolution.
4. Non-emergency work orders will be scheduled for completion on a single day – Wednesday (day is subject to change by the Property Manager). All work orders that require immediate attention, as determined by the Property Manager, will be completed as soon as possible regardless of whether a chargeback will be applied.
5. Staff members must first obtain permission from both the Property Manager and the resident before entering resident units, except in an emergency where the Property Manager is unable to be immediately contacted.

East View Park is responsible for the basic maintenance of all common elements. The following rules apply specifically to the maintenance of limited common elements or unit owner specific elements, as maintained or repaired by EVP staff.

1) NO CHARGE – The maintenance, repairs and replacements of the following unit owner specific elements will be covered by EVP at no charge.

- Storm window repair and maintenance, interior window chain and weight repairs or replacement, broken glass replacement and glazing
- Plumbing issues related to main, common element pipes and the upkeep of all pipes located within the planes of walls, ceilings and floors (pipes and water shut-offs within the walls of the unit, rodding, etc...)
- Maintenance and repair of radiator regulation components (tighten radiator connections for leaks, bleed radiators, replace valves, etc...).
- Original Doors and locks

(Note: All radiator leaks that cannot be stopped by turning off the valve or pressurized pipe leaks should be reported immediately to the management office)

2) CHARGED TO UNIT OWNERS – The maintenance, repairs and replacements of the following unit-owner elements by EVP staff during working hours are available by request from EVP for a fee of \$50.00 per hour plus parts, with a ½ hour minimum charge and charges of half-hour increments thereafter.

- Interior window weather stripping
- Plumbing repairs to in-unit pipes (sink “J”-tubes, flush valves, etc...)
- Security (doorbells, smoke alarms, etc...)

3) NOT ALLOWED - Tasks that fall outside of these guidelines are not permitted to be preformed by EVP staff for unit owners during working hours under any circumstances, even for a fee.

- Any in-unit electrical work (light fixture changes, switch repairs or replacements, cable TV repairs, etc...)
- Non-emergency plumbing related to a unit owner’s fixtures or appliances, unless common elements may be involved and it is approved by the property manager
- Radiator replacement or removal from units
- Any carpentry or structural repairs, other than to windows (repairs to floors, indoor doorways, etc...)
- Plaster or painting work (unless related to a common element issue)
- Supervision of contractors for non-EVP related work, unless that work affects EVP common elements and is first approved by the property manager
- Investigating and assessing obviously non-EVP related issues
- Personal favors (light bulb changes, carrying-up groceries or packages, putting down storm windows for out-of-town unit owners, moving furniture or appliances, etc...)

The maintenance and repairs of the unit owner specific or limited common elements listed here by EVP is provided as a courtesy to unit owners to encourage their upkeep for the indirect benefit to common elements associated with their function and maintenance. It is the responsibility of the unit owner to inform EVP management of any maintenance requirements to these elements in a timely way and to take active measures to prevent damage that may result from any associated problems.

IV. PARKING RULES

1. Eligibility

EVPCA, upon receipt and approval of a properly completed application, will issue the necessary permit(s) to allow parking at any time within the designated areas of the East View Park roadways, of one automobile per condominium unit or rental apartment (A Unit), provided that the automobile is owned or leased by, or registered in the name of, an occupant of that Unit and that Unit is such occupant's principal residence. The EVPCA Board of Directors, in its sole and exclusive discretion, shall have the right to eliminate parking privileges for any or all of the EVPCA-owned rental apartments at any time.

2. Permits

(a) Parking on East View Park roadways is restricted to permit holders and visitors (as provided for herein).

(b) Vehicles are not eligible for an EVP parking permit if they are over 16.90 feet long and 6.5 feet wide (including unfolded mirrors).

(c) Multiple permits may be issued per Unit. Permits relating to a Unit will be issued only upon application and only for cars owned/leased by/registered in the name of persons whose principal residence is that Unit.

(d) Owners must apply for a new sticker (permit) for all new vehicles. Stickers (permit) from previous vehicles may not be transferred

(e) The permit will be a decal which must be permanently attached to the back of the rear view mirror facing the automobile windshield. If multiple permits are issued with respect to one Unit, a letter of the alphabet (or a numeral) will be attached to the permit. In the case of multiple car Units, cars may be parked in East View Park during hours when parking by visitors is permitted, but only one of the cars may be parked in East View Park during other hours (see IV.8.b).

(f) A permit does not guarantee a parking space. Parking shall be only on a space available, first come, first served basis.

(g) Two Units joined together or otherwise used as a single residence shall be deemed to constitute one Unit for the purposes of these parking rules.

(h) If no parking permit has been issued for a Unit (or if a car for which a permit has been issued is being repaired), any resident of the Unit may request a temporary permit from the management office when that resident rents a car or borrows one for reasonably short periods of time.

3. Applications for Permits

Applications are available in the management office. They shall be fully completed, signed, and returned (or mailed) to the management office.

4. Revocation of Permits

A parking permit may be revoked by the EVPCA Board if:

- (a) any information contained in the application is false;
- (b) the parking rules and regulations under which permits are issued are changed so as to make the holder ineligible;
- (c) the permit is not attached to the automobile in the required manner;
- (d) the automobile (or any other automobile owned or operated by occupants of the same Unit) is repeatedly parked in violation of rules adopted by the Board;
- (e) the automobile is apparently abandoned or left in an inoperable condition (failure to display current state licenses, un-repaired flat tires, or missing tires shall be evidence of this violation); or
- (f) the owner fails to move the automobile upon reasonable (as determined by the Board) request of management or of an officer of EVPCA.

5. Parking Area

- (a) Parking is permitted only in designated areas as indicated by signs or by lines painted on curbs or on the roadway. No parking is permitted in the driving lane of the roadway. Parallel parking only is permitted in front of the six flats along the west side of EVP. Diagonal and/or head in parking only is permitted along the south and east sides of EVP.
- (b) Cars must be parked with all four wheels on the roadway, must not block passage of other cars, and should be as close as reasonably practicable to the curb (without extending over the curb).
- (c) Only one car may park on the north point of the island.
- (d) No cars may be parked in the fire lane at the entrance to East View Park for the first 25 feet inside the black iron gates. This restriction was requested by the Chicago Fire Department to provide access by fire and other emergency vehicles.

6. Handicap Parking Place

A Handicap Parking Place may be obtained by a unit owner, provided the following criteria are met:

- (a) A state handicap parking permit must be presented to the Association to receive a handicap parking place.
- (b) A state handicap parking permit must be displayed in the window of the car parked in the handicap parking place.
- (c) If the state handicap permit lapses, the right to a handicap parking place lapses with it.

7. Transfer

- (a) Permits may not be transferred.
- (b) A permit holder who purchases a new car must apply for a new permit for that car.
- (c) A permit holder who sells or otherwise disposes of a car bearing a decal shall remove the decal and promptly notify management of the transfer.

8. Changes in License Plates

Permit holders must report changes in license plate numbers to management as they occur.

9. Visitors

- (a) No visitors may park overnight in EVP except as permitted herein. A visitor may receive a temporary parking permit when the holder of a permit agrees to park outside EVP during the term of the temporary permit.
- (b) Hours during which cars belonging to visitors and second cars of EVP residents may park are:
 - (i) 7 a.m. to 9 p.m., Sunday through Thursday
 - (ii) 7 a.m. Friday to 1 a.m. Saturday
 - (iii) 7 a.m. Saturday to 1 a.m. Sunday
 - (iv) 7 a.m. to 1 a.m. (the following day) of an observed Holiday. The term A Holiday shall mean: New Year's Eve; New Year's Day; Easter; the first day of Passover; Thanksgiving; Christmas Eve; and Christmas day.

10. Car Alarms

No alarm system on any vehicle will be permitted to emit an audible alarm for a longer period of time than is allowed by ordinance of the City of Chicago for automobiles parked upon the public way (currently 5 minutes).

11. Violations

Violation of any of the above rules will result in a sticker being affixed to the vehicle's window by a Board Member, management, or the designated monitor hired by the Board for that purpose.

(a) If an owner leaves more than one car in the Park during restricted hours, such car will be deemed to be subject to stickering, ticketing, towing, and any other enforcement measures adopted by the Board.

(b) The Chicago Police may be called and asked to ticket, or a towing company may be called to remove, vehicles in violation of these rules under the following circumstances:

- (i) except as provided in subsection iii below, for the third and each subsequent violation in a calendar year if the vehicle is owned by an EVP resident;
- (ii) for each violation if the vehicle is owned by a non-resident;
- (iii) for each violation if the vehicle is parked in a No Parking Zone.

(c) The Board has established a fine of \$50.00 for each violation of the parking rules, with the exception of the fine for parking in the fire lane at East View Park's entrance, which is \$100.00. Residents shall be liable for any cars parked in violation of these rules. Appeals, in writing, may be made to the Board through management. One waiver of this fine per 12 month period shall be allowed. Written notice of the waiver will be given to the violator. A fine for parking in the fire lane cannot be waived. Fines will be billed on the monthly assessment or rental statement. In the case of an owner's tenants being fined, both parties shall be notified in writing of the fine; however, ultimate responsibility for payment of unpaid fine(s) lies with the owner.

12. Bikes

No bike or other object shall be chained or otherwise secured to any object, including, but not limited to, any tree, fence, stair rail or light pole in the front park area. Any egregious violation of this rule shall be subject to a \$25.00 fine in addition to the cost of a locksmith (if required) to remove the bike.

VI. RENTAL RULES

1. Any Unit Owner wishing to lease his/her Unit shall give the Board not less than thirty (30) days' prior written notice of the lease together with the name, address, financial and character references of the proposed lessee.
2. The Unit Owner leasing his/her Unit shall deliver a copy of the signed lease packet to the Board no less than 30 days before the date of the occupancy or ten (10) days after the lease is signed, whichever occurs first.
3. Unit owners who wish to lease their units will pay a non-refundable leasing fee of \$250 for administrative costs to the Association for each new lease. There is no fee for renewals. The Board may revise this fee. This fee includes a mandatory orientation session for the renters, to be scheduled with the Property Manager a minimum of three days prior to a move-in date. The timing may be flexible for renters moving from out-of-town
4. When Unit Owners submit information to the Board on a prospective tenant, EVP management will have a non-refundable credit and criminal background check performed for the prospective tenant. The background check fees will be charged to the Unit Owner's next monthly assessment. The owner may do their own credit and criminal check but EVP reserves the right to accept or not accept that credit and criminal check.
5. Unit owners are liable for damage to common elements by their tenants under EVP Rules and Regulations, Section I, #12. Unit owners will also be liable for the behavior of their tenants when tenants break EVP rules, and as such will held liable for fines imposed by the Board for such violations, as covered under Rule Enforcement in EVP's Rules and Regulations, Section VII.
6. The Association may evict a tenant under the provisions of Article IX of the Illinois Code of Civil Procedure for any breach of any covenants, Rules and Regulations, the Declarations or By-Laws.

VII. MOVING

1. Scheduling the move

Owners and residents should inform the management office of their plans to move. Arrangements with management must be made at least three business days in advance of the move so that a convenient space may be reserved for the moving van on the moving date. A \$100 fee will be assessed for violations. The Board may amend the fine amount. Reminder, please see General Rule #5 Deliveries, which requires “All furniture, construction materials and other heavy and bulky items re to be delivered through back entrances. Unit owners are responsible for damage to common elements (including limited common elements as defined in paragraph II.1.A) caused by deliveries.”

2. Required documents and information

The Board retains the *Right of First Refusal* with regard to the sale or lease of any unit. Owners planning to sell or rent a unit must submit particular types of documents for Board review. Information about the necessary steps in this process can be obtained from the management office. No one may move into a unit until these requirements have been satisfied.

3. Moving out security deposit

When moving out, a refundable security deposit of \$200.00 is required by the Association two weeks in advance of the moving date. This security deposit is to cover possible property damage and cleaning of the common areas. It applies to all owners who are selling their units and will no longer be members of the Association. Other residents moving out are also liable, as stated in Section I.11, for the costs of repairing any property damage or any cleaning of the common areas necessitated by their move. These costs will be billed to the unit owner on the monthly assessment statement.

4. Mandatory Orientation Session

All new Owners and renters of Owners’ units must schedule an orientation session with the Property Manager prior to moving in. Owners will pay a \$25 fee. The fee for renters is already included in the leasing fee for renting Owner Units. The orientation session must be scheduled a minimum of three business days prior to a move-in date. However, the timing requirement may be flexible for new residents moving in from out-of-town. During the orientation session, the Property Manager will go over the association’s rules and regulations. The session will include mandatory signing off on EVP’s Rules and Regulation. The Board may revise the fee.

5. Sales & Refinancing Administrative Fee

Unit Owners will pay an administrative fee for the paperwork and time of the Property Manager for completing the necessary steps in the sale or refinancing of a unit. For refinancing, the administrative fee will be \$25 when the process includes giving the Owner and electronic copy of Association documents, and \$50 for a hard copy. For sales, the fee will be \$50 for a process including electronic documents, and \$100 for a hardcopy. NOTE: If an Owner simply wants copies of association documents, these are available directly from EVP website at no charge. This fee applies for owners who are actually in the process of a sale or refinancing, requesting documents not available on the website such as a paid assessments letter.

VIII. MANDATORY EVIDENCE OF HOMEOWNER'S INSURANCE COVERAGE

1. Mandatory Insurance

All unit owners shall comply with the Illinois Condominium Property Act, Section 12, Insurance, which authorizes the Board of Directors to require the following:

a) All Unit Owners shall obtain insurance covering their personal liability and compensatory (not consequential) damages to another Unit (i) caused by the negligence of the Unit Owner or his/her guests, residents, or invitees, and/or (ii) regardless of any negligence, arising from the use or operation of their Unit. Unit coverage shall be an amount no less than \$300,000.00. Unit Owners shall deliver proof of insurance by delivering to management a Certificate of Insurance, including for subsequent renewals and/or replacements.

b) This insurance shall cover personal liability and compensatory (but not consequential) damages to another unit, caused by the negligence of the unit owner, his or her guest, residents, or invitees, regardless of any negligence originating from the unit. The personal liability of a unit owner must include the deductible of the owner whose unit was damaged, and any damage not covered by insurance required by this paragraph, as well as the decorating, painting, wall and flooring coverings, trim, appliances, equipment and other furnishings.

c) If the Unit Owner who is responsible for damages does not have any current insurance policy with coverage as described above, the Association will pay for the repairs to the Common Elements and charge back said Unit Owner for all costs involved. In the event a Unit Owner does not purchase and provide evidence of insurance required by this rule within thirty (30) days from the adoption of this rule, the Board may, in its sole discretion, purchase the insurance coverage and charge the premium cost back to the Unit Owner.

In no event shall the Board be liable to any person either with regard to its decision not to purchase the Unit Owner insurance, or with regard to the timing of its purchase of the insurance or amounts or types of coverage obtained.

XI. ELECTIONS

1. Secret Ballot Procedure

Elections for Directors of the Association are conducted by secret ballot. The ballot contains the percentage of ownership and the vote but does not identify the unit number. Ballots may be inspected as part of the Association records. Proxies will be available for inspection, and the identity of the voter will be protected. If the identity and/or signature of the Unit Owner voting by proxy is not personally known to the management agent or member of the Association election committee who receives the proxy, then that agent or member of the election committee may require proof of identity before accepting the proxy.

X. RULE ENFORCEMENT POLICY

1. General Statement

The Illinois Condominium Property Act and the EVPCA Declaration give the Board sole discretion in setting the amount of a fine, depending on the nature of the offense and in accordance with Rule Enforcement Policy. Notwithstanding, the Board has agreed to generally use a fine schedule of \$25 to \$150 per individual violation, which it believes should be sufficient in most cases. So unless otherwise stipulated in these rules and regulations (“Rules”), fines (including the amount of a fine) will normally adhere to that fine schedule. “Offense” means any violation of the Declaration, By-Laws or Rules, and will be described in a letter or other written notice sent by the Board, managing agent or Association attorney to the unit owner. Before imposing a fine on any unit owner, the Board will give the owner reasonable notice and an opportunity to appear before the Board and be heard.

2. Violation Guidelines

As permitted per Sections 18.4(h) and 18.4(l) of the Illinois Condominium Property Act, the Board of Directors has adopted the following procedures regarding assessment of fines to unit owners. If a unit owner, management employee or Association employee observes and reports conduct, which violates the Declaration, By-Laws or Rules, the Board will use the following guidelines:

- 1.** A written complaint must be completed and delivered to the Management Office or the Board. It should be specific, signed by the complainant and include details of the alleged violation such as dates and a summary description of events.
- 2.** At the Board’s direction, Management may send a warning letter to the unit owner who has violated the Declaration, By-Laws or Rules. The letter will specify the provision, which was allegedly violated. In the sole discretion of the Board, the Board may eliminate this warning letter and proceed to step three.

3. If Management receives a second written complaint or if the Board determines that the nature of the alleged violation warrants a hearing and/or fine, a notice of the violation and hearing shall be sent to the unit owner and/or the complaint(s) may be sent directly to the Association's attorney for further handling. On the date of the hearing, the Board may assess a fine to the unit owner for any conduct the Board determines to be a violation of the Declaration, By-Laws or Rules or Illinois Condominium Property Act ("Act") and may assess any legal fees and costs incurred by the Association as a result of the violation or to enforce the Declaration, By-Laws, Rules or Act.

3. Hearing / Fine Guidelines

Written notice will be sent to the unit owner alleged to have committed a violation and a hearing will be conducted in front of a quorum of the Board of Directors. If the Unit Owner does not wish to contest the fine and/or attend the hearing, the unit owner may notify the Board as such and attendance at said meeting is not necessary; however, failure to attend any such hearing shall be sufficient grounds for a finding that the unit owner has violated the relevant provisions.

At the hearing, the Board will hear and consider arguments, evidence or statements regarding the alleged violation first from the person(s) signing the written complaint and then from the alleged violator together with any witnesses testifying on his/her behalf. Following the hearing during a closed portion of a Board meeting, the Board will consider the evidence presented, and thereafter, the Board will vote in open session on its finding, including any fine(s). If a member of the Board has presented evidence in connection with the complaint, he or she will abstain from voting. A letter will be issued to the unit owner that contains the Board's decision.

The Board may assess a fine, legal fees, and any repair costs or other damages. Fines, attorneys' fees or other costs, which may be assessed to the unit owner, shall be due and payable on the first day of the month following the day on which the fine is levied, and if not paid on or before that day, such fine shall be considered a delinquent assessment and constitute a lien against the Unit if unpaid. The levy of any fine shall not limit or restrict any other remedy available to the Board or any other action that may be taken by the Board for any such violation, whether pursuant to the Declaration, By-Laws, Rules or Act.

Note: Notwithstanding the foregoing guidelines, the Board may assess a fine against a unit owner for any violation of the Declaration, By-Laws, Rules or Act after notice to the unit owner and giving the unit owners a reasonable opportunity to be heard. A unit owner is responsible for his or her own conduct and that of family, tenants, occupants, employees, invitees or any person permitted to enter a unit or Association common elements.