



## **RULES AND REGULATIONS**

**THE 2 EAST ERIE  
CONDOMINIUM RULES AND REGULATIONS**

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**FOR YOUR COOPERATION**

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Welcome to the 2 East Erie Condominium Association. This Resident Handbook, also known as the Rules and Regulations (referred hereinafter as the "Rules"), includes useful information meant to make your new condominium home and community convenient and comfortable.

It is the desire of the Board of Directors to establish a number of policies and procedures to provide a smooth and effective operation of the Association. Therefore, the intent of these Rules is to provide a practical framework for everyday living that will help to ensure mutually comfortable surroundings for all Residents. This information is also a guide to ensure better understanding and cooperation between all Residents and Management Personnel. Experience has shown that cooperation with the Rules is necessary for the maximum enjoyment of condominium living. Please keep these Rules in a convenient location so you may refer to them easily. Additional information will be sent to you as necessary from the Board of Directors through the Managing Agent.

**FOR YOUR INFORMATION**

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These Rules have been approved by resolution of the Board of Directors. The Board of Directors reserves the right to amend these Rules from time to time, as necessary.

These Rules are to be used in conjunction with the Illinois Condominium Property Act (the "Act"), the Declaration of Condominium for the 2 East Erie Condominium (referred hereinafter as the "Declaration"). The Act and the Declaration provide that the Board of Directors may adopt reasonable Rules as it deems advisable for the operation and maintenance of the 2 East Erie Condominium.

All Residents, as a matter of course, are legally obligated to observe all of the provisions of the Declaration, as well as the Rules, as they may be amended from time to time. The Rules will govern the conduct of all Residents and any person on the property at the invitation or permission of any Resident. Unit Owners are responsible for the conduct of all persons living in the Unit, as well as their guests and invitees.

As a matter of fairness to all Residents, these Rules will be enforced with consistency. Any violation of these Rules will result in appropriate action being taken by the Board of Directors of the 2 East Erie Condominium Association in accordance with its powers and duties, including the assessment of fines.

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## THE 2 EAST ERIE CONDOMINIUM RULES AND REGULATIONS

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### DEFINITIONS

**Act:** The Condominium Property Act of the State of Illinois 765 ILCS 605/1 et seq., as amended from time to time.

**Association:** The 2 East Erie Association, of which all Unit Owners are members.

**Board:** The Board of Directors of the 2 East Erie Condominium Association, as elected by the members of the Association.

**By-Laws:** The document containing the Association's governance provisions.

**Common Elements:** All of the condominium property (including but not limited to the lobby, hallways, stairwells, fitness room, etc.), except individual Units.

**Condominium Instruments:** All recorded documents and authorized amendments including, but not limited to, the Declaration, By-Laws, Plat and Rules and Regulations.

**Declaration:** The Declaration of Condominium that created the 2 East Erie Condominium Association

**Garage Unit:** A condominium unit located in the parking facility used for the parking of automobiles.

**Garage/Storage Unit:** There are a total of four Garage/Storage Units. Garage/Storage Units may be used for parking motor vehicles or for storage.

**Lessee:** A person or persons who leases a Unit from a Unit Owner, also known as a renter.

**Limited Common Elements:** A portion of the Common Elements that is reserved for the exclusive use of one or more Units, such as a patio/balcony.

**Management Office:** The on-site office located on the 11th floor.

**Property:** All land, property, space, improvements and structures located on the Parcel, including portions of the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit and enjoyment of the Unit Owners, submitted to the provisions of the Act, specifically excluding the Retail Property.

**Residential Units:** Those Units intended for residential use.

**Rules:** Also known as the Rules and Regulations, contained in this document.

**Storage Unit:** Two large units intended for use as storage.

**Storage Spaces:** Portions of the Common Elements designated as Limited Common Element storage spaces for the use of residential unit owners.

**Unit Owner:** The person(s) whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit.

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**1. APPLIANCES**

Each Residential Unit Owner is responsible for maintenance, repair or replacement of appliances within the Unit.

**2. ASSESSMENTS / OTHER PAYMENTS**

Due Date/Application of Payments; Late Payment Charge

All monthly assessments, special assessments, late payment charges, fines or other lawful charges of the Association are due and payable, in full, on the first (1st) day of each month. Any unit owner who fails to make full payment of the foregoing by the fifteenth (15) calendar day of a month shall be subject to a late payment charge. All late payment charges shall be added to and deemed part of the unit owner's monthly assessment for the month in which the assessment payment is late. The Board may set, and from time to time revise, a schedule of charges, fees and deposits.

Non-Sufficient or Uncollected Funds Checks; Rejected Direct Deposit Payment

There will be a charge for an NSF uncollected check or insufficient direct deposit withdrawal. Management will not redeposit a returned check; a replacement check must be issued. In addition, a late charge will also be imposed if the replacement check is not received and credited by the fifteenth (15) of the month. The Board may set, and from time to time revise, a schedule of charges, fees, and deposits.

Collection of Past Due Account

ninety (90) days past due, the Board will forward that account to an attorney or agency to initiate legal proceedings to collect all sums due and owing to the Association and will also seek recovery of interest, attorneys' fees and court costs from delinquent unit owner.

**3. BALCONIES**

Balconies are Limited Common Elements of the adjoining Residential Units from which they are accessible. For preservation of the balcony concrete carpeting, tile or other floor covering is prohibited without the Board's prior written approval. Any damage that occurs to the surface is solely the Unit Owner's responsibility and all costs of maintenance, repair or replacement shall be borne solely by the Unit Owner.

When cleaning the balcony surface, Residents should use only a mild soap solution with warm water (not hot). Harsh cleaning products, including, but not limited to, bleach, abrasive detergents or vinegar are strictly prohibited. Using excessive water to clean a balcony may cause damage to items on balconies or units beneath. Any damage caused by a Resident will be charged back to the unit owner.

Residents shall not throw or permit to let fall, intentionally or unintentionally, objects of any kind from the balconies. Residents shall not shake dust mops, rugs, etc. from the balconies.

Residents may not use balconies as a storage area. Bicycles are not permitted on balconies. Open barbecue flames and flammable liquids are strictly prohibited. Residents shall maintain, in clean working order, all cooking devices to limit noxious odors and excessive smoke.

Residents shall not display, hang or store any clothing, sheets, blankets, laundry or similar articles on balconies. Properly secured seasonal holiday decorations are permitted but must be promptly removed after the holidays. Planters may be secured to the inside of the balcony rail as directed by the Chicago City Ordinance.

Residents may not make any attachment to balcony surfaces or railings, nor may Residents drill through or penetrate balconies or the building's exterior walls for any reason; provided, however, that a satellite dish,

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an American flag or a military flag may be installed/displayed on a balcony to the extent permitted by applicable law. Residents may not paint, decorate, adorn or exhibit signs, illuminations, advertisements or lettering on balconies

**4. BICYCLES**

Bicycle storage racks are provided on the second level of the parking garage. Residents may store bicycles in this designated area. Bicycles may be stored in an owner's garage space with an eyebolt installed and approved by management. All bicycles must be registered with the Management Office in order to obtain an assigned space. Unregistered bicycles are subject to being removed and disposed of without notice and without liability to the Association, Board or the Managing Agent.

All bicycles leaning against a wall, handrail, or attached to any outside structure of the 2 E. Erie property are subject to being removed and disposed of without notice and without liability to the Association, Board or the Managing Agent.

The Association, Board or the Managing Agent is not responsible for any bicycles in the bicycle area or any other area of the Property.

Bicycles, tricycles, skateboards, roller blades and other recreational equipment may not be brought through the front lobby door. All residents/guests using these items must use the State Street entrance and rear loading dock door.

**5. BOARD MEETINGS**

The date, time and location of all meetings of the Board will be posted on the bulletin board in the mail room at least 48 hours in advance. The Board will allot a period of time for Unit Owner comments during each meeting. Notices of each meeting will be included with the monthly assessments bill.

**6. CABLE TELEVISION SERVICE**

The Association currently has an agreement to provide basic cable service to each Residential Unit in the building.

**7. CARTS**

The Association provides a limited number of small carts as a convenience for Residents. The carts are located in the State Street hallway. In consideration of others, Residents must return a cart to the lobby within 1 hour from the time the cart is removed. Residents should not leave a cart unattended in any part of the Property. Residents may use the carts only on the Property premises, and carts may not be used for move-in or move-out purposes.

**8. CHILDREN**

Parents or guardians are responsible for the behavior of their children, even when the parents are not at home.

**9. COMMON ELEMENTS**

Common Elements include all portions of the 2 E. Erie Condominium that is not a Unit. The common elements include, but are not limited to, the lobby, hallways, stairwells, chute rooms, elevators and fitness room. The Association, Board and the Managing Agent are not responsible for any personal property left in the Common Elements. Residents may not use smoking materials of any kind (i.e. cigarettes, pipes,

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etc.) anywhere in the Common Elements with the exception of the sundeck. Residents may not use medical marijuana on the sundeck or in the common elements.

- a. Residents may not place boots, shoes, skis, sleds, bicycles, carts, strollers, umbrellas, furniture, doormats or any other items in the Common Areas. Such items shall be subject to removal and disposal without notice or recourse. Storage of any type of personal property is strictly prohibited for any period of time in the Common Elements, except in assigned storage spaces/lockers.
- b. Residents shall not alter the Common Elements or Limited Common Elements without the prior written approval the Board, which approval must be obtained by the Unit Owner by way of written request.
- c. Residents must wear appropriate attire such as shoes, shirts and cover-ups over swimwear at all times in the Common Elements and to and from the Sundeck.
- d. Residents may not use sports equipment such as roller blades, roller skates, bicycles, skateboards, radios, etc. anywhere in the Common Elements, including the Sundeck.
- e. Residents may not distribute flyers, circulars or mailers in hallways, mailboxes, under Unit doors or elsewhere in the Common Elements. Flyers may be left in the mailroom area only if the material is approved by the Board through the Managing Agent and is placed in an orderly fashion. Any unauthorized material will be discarded immediately.
- f. Residents shall not prop open or tamper with the locking mechanism to any stairwell door. The City of Chicago fire code requires safe exit on every level including the ground level in cases of emergency; therefore, all stairwell doors are required to be unlocked.
- g. The common areas, including the fitness room, may not be used for commercial purposes without prior written permission of the Board of Directors

**10. COMMUNICATION / BULLETIN BOARDS**

The locked bulletin boards located in the mailroom and the fitness center are for the exclusive use of the Board and the Managing Agent for official Association notices and communications.

Residents shall request permission by the Board through the Managing Agent to place notices on the mailroom and fitness room bulletin boards.

**11. COMPLAINTS**

All Unit Owner and resident complaints and inquiries should be in writing and directed to the Management Office. Any resident complaints will be forwarded to the Unit owner by the Management Office.

**12. CONDUCT**

The intent of these Rules is to maintain a first class residential property and to promote a sense of decorum and mutual respect among Residents and Managing Agent staff as well as, the safety and welfare of all. No Resident and no Guest of a Resident may verbally or physically abuse, harass or threaten any other Resident or any employee of the Association or its Managing Agent. Violations will subject the owner of the Resident's unit to fines.

**13. CONSTRUCTION GUIDELINES**

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### Notification

Before finalizing any plans, the Unit Owner must provide the Management Office with an up-to-date, all-inclusive list of construction plans and specifications. The Unit Owner must sign an indemnity agreement holding alterations, mechanics lien claims or workmen's compensation claims arising out of the work; any damage to the common elements, any reasonable attorney's fees incurred in enforcing this provision and against any violation of city code permits. It is the responsibility of the Unit Owner and/or his/her contractor to ensure that all construction debris is removed from the building premises. Building Management may be consulted for the proper disposal of debris. The Unit Owner should ensure that all elements of the common areas including walls and carpets are not damaged by the transportation of construction materials.

### Permits

All City of Chicago building permits must be pulled before starting any construction.

#### a. Type 1

Noise is usually associated with construction such as chipping, drilling and pounding. Noise which can be easily transmitted from one unit to another through common walls, floors, ceilings and chases is considered "Type 1" noise.

Remodeling which creates Type 1 noise is allowed at the following times:

Monday through Friday:	8:00 AM to 5:00 PM
Saturday:	None
Sunday & Holidays:	None

#### b. Type 2

Noise is usually associated with minor remodeling or repairs which only occasionally penetrate through the perimeters of the unit. Work such as painting and wall papering are not considered noisy work, but in order to enable workers to enter the building, approval must be obtained. Carpet removal, etc. would constitute "Type 2" noise.

Construction which creates "Type 2" noise is allowed during the following hours:

Monday through Friday:	8:00 AM to 5:00 PM
Saturday:	9:00 AM to 5:00 PM
Sunday & Holidays:	None

### Courtesy Notification

As a common courtesy, it is suggested that any neighbors be contacted prior to construction. Additional construction Rules & Regulations are in the Management Office. Also, see "remodeling" instructions in these Rules and Regulations.

Residents doing substantial work in their Units shall obtain and abide by "Remodeling Policies and Procedures", under separate cover, regarding renovation and construction projects. Unit Owners shall obtain from their contractor project details including, but not limited to, certificates of insurance to include

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worker's compensation coverage, building permits, plans and release of lien that must be provided prior to the commencement of such work. This work shall include, but is not limited to, work on electrical, plumbing, remodeling and carpentry to include removing and erecting walls and installing any type of floor covering and placement of rubbish containers for refuse (see Remodeling for more information).

The certificate of insurance must name the Unit Owner, where the work is being conducted, and The 2 East Erie Association, its Board and its Managing Agent as additional insured. The certificate of insurance and a proposed scope of work for the project must be submitted to the Management Office for proper review and approval before any work can begin.

### **14. DELIVERIES**

Large deliveries -- such as furniture -- must follow the procedures used when moving into or out of the building. Building staff members are not allowed to sign for deliveries. Arrangements must also be made with the Management Office for elevator access.

Packages will be received in the 2 E. Erie lobby and stored between Package Room A and B (located on the 1st floor loading dock area). The Association, Board, Managing Agent and their employees accept no liability for such items.

Packages must be picked up within 5 business days. If a resident is unavailable, they should email Management to coordinate traveling instructions. If a package is not picked up within 5 business days and arrangements for delivery are not made, the package will be returned to sender.

### **15. DOOR STAFF**

Door Staff provide a presence in the lobby to maintain conduct and order and assist Residents.

Door Staff will provide elevator access to any Resident who displays his or her key fob. It is not to be assumed that Residents are known by all Door Staff. Door Staff will electronically unlock the lobby front door for Residents, and will assist with groceries, small packages, luggage, buggies, etc., through the lobby doors to the elevator.

Door Staff will provide elevator access to guests whose admittance has been authorized by the Resident. All guests are required to sign-in/sign-out with the Door Person on duty. If a guest is unsuccessful in entering through the lobby by use of the entry system, the Door Staff will provide elevator access to guests only after contacting the Resident by telephone. If the Door Staff calls and gets an answering system, a message will be left regarding the guest's visit.

The Door Staff is not permitted to move any vehicles or accept valuables from Residents, deliver rents from lessees to Owners, or open individual Unit doors. The Association, Board and Managing Agent disclaim any and all liability resulting from any items left at the Door Station in violation of this rule.

Only the Door Staff are permitted to use the telephone at the Door Station. Loitering at the Door Station is expressly prohibited.

The Door Staff are required by law to admit law enforcement officers and process servers seeking to serve legal documents.

In an emergency, Residents should evaluate the situation and, if necessary, call 911. After reporting the emergency to the proper authorities, Residents shall contact the Door Staff to notify the Managing Agent of an emergency. Immediately contact the Door Station, first, in cases of noise disturbances, so that on-site maintenance staff can investigate.

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**16. ELEVATORS**

There are three elevators located in the lobby of the building. There is a full-service maintenance contract on the elevators, so please let the Management Office know as soon as possible if any malfunction occur.

Fire regulations require that elevators never be used in case of fire and using an elevator during a fire can be hazardous. Evacuate through the stairwells. Stairwell doors are unlocked on all floors.

Residents must schedule elevator use with the Management Office for move activity and major deliveries.

Residents may not smoke in any elevator at any time.

If there is availability, the service elevator can be reserved for a maximum of 15 minutes on Sunday, only if requested at the time of use. The use of this elevator time cannot circumvent the move-in or move-out procedure.

**17. ENFORCEMENT OF DECLARATION, BY-LAWS, RULES AND REGULATIONS**

Any resident may file a complaint that alleges noncompliance with or violation of the Declaration, Bylaws, or Rules and Regulations. Complaints shall be filed promptly after the event and shall be reported to the management office during normal business hours and to the doorman after normal business hours. The complaint should contain substantially the information set forth below:

1. the name, address, and phone number of the complaining resident;
2. the offending resident's name or the unit number and address of the unit where the offending resident resides;
3. the specific details or description of the violation, including the date, time, and location where the violation occurred;
4. Whether the complainant wants the complaint handled informally (without hearing or fine) or the complainant requests that the matter be handled formally (with a hearing and possible fine; if the complainant requests a formal procedure the complainant must be prepared to appear at the hearing and present information to document the alleged violation).

The management staff or doorman will, to the extent reasonably possible, promptly investigate the complaint and prepare a complaint investigation form describing the complaint and the investigation.

When a complaint is made pursuant to the above, the offending resident violator (and in the case of a lessee, the Unit Owner) shall be notified of the alleged violation by the management office in writing, including a copy of any written complaint, and a copy of the complaint investigation form. If the complainant has requested an informal procedure the management office shall keep a copy of the complaint, complaint investigation form, notice to the offending resident, and any associated correspondence on file for future reference. No additional action will be taken on informal complaints. If a formal complaint procedure is requested, the management office will contact the complaining party after the event to discuss the procedures and obligations associated with a formal complaint. If the complainant still requests a formal procedure, the management office shall notify the complainant and the offending resident of the time and place for the formal hearing before the Board and their opportunity to provide written information to the Board in advance of the hearing. At the hearing, the Board will consider all information presented. Both the complainant and the alleged violator will be given an opportunity to be heard. If the Board determines that a violation has occurred, the Board will impose a fine.

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In addition to the resident initiated procedure, the Board on its own motion may determine that a violation may have occurred based on any available information. Whenever such a violation is alleged to have occurred, the alleged violator (and in the case of a lessee, the Unit Owner) will be given written notice of the claimed violation and an opportunity to request a hearing before the Board. If a hearing is not timely requested, a fine will be imposed by default. If a hearing is timely requested, the Board will conduct a hearing to determine if a violation has occurred. At the hearing, the Board will consider all information presented. Both the complainant and the alleged violator will be given an opportunity to be heard. If the Board determines that a violation has occurred, the Board will impose a fine.

The amount of any fine imposed by the Board will vary depending if the violation is a repeat occurrence and/or the nature and severity of the violation. Ongoing violations may also result in ongoing daily fines.

In the event the alleged violation is not the first violation by the resident or in the event the violation is such that serious, immediate, or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the resident's account if the resident is found guilty of the violation.

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

### **18. FITNESS ROOM**

The fitness room is located on the 40th floor and is available for use by all Residents for safe exercise within the following guidelines.

It is expressly understood and agreed by anyone entering the fitness room that use of the room or any equipment is at the person's own risk. It is strongly advised that equipment shall not be used without first consulting with a physician.

Children under the age of 18 may not use the fitness room without direct Resident supervision throughout the duration of each visit.

Residents shall not use the equipment in such a manner as to restrict its use by other Residents for unreasonable periods of time.

Residents may not operate sound devices audible to others. Headphones are required when using radio and other sound devices and shall be operated in a manner that will not disturb other Residents.

Residents may not smoke, eat, drink alcoholic beverages or allow pets in the fitness room.

Residents shall report malfunctioning equipment to the Management Office or Door Staff immediately. Residents shall not remove signage that is placed on any piece of equipment that indicates it to be inoperative, as doing so could result in serious injury.

The Association, Board and Managing Agent are not responsible for injuries resulting from use of the fitness room equipment, nor are they liable for any losses arising out of the use of the fitness room.

### **19. GUESTS**

A Resident who cannot be home to greet a guest, but wishes the Door Staff to allow the guest elevator access, must provide the Door Station with a sealed envelope containing a key and a signed form authorizing release of the envelope to the resident's guest. This service is provided as a courtesy, and residents who use this service do so solely at their own risk. The Association, the Management

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Company and their respective employees have no responsibility or liability for mis-delivery or non-delivery of envelopes left for visitors or guests.

Residents are responsible for the actions and behavior of their guests and shall not allow guests unattended into the fitness room or sundeck.

**20. HOUSEKEEPING**

Residents shall maintain their Units in good condition; order and repair at their own expense.

Residents should not use chemical drain openers to unclog drains. In the event of clogging or flooding, Residents shall report the situation immediately.

**21. INSURANCE**

Every Residential Unit owner must purchase and maintain an insurance policy providing a minimum of Five Hundred Thousand Dollars (\$500,000) of insurance covering the Unit Owner's personal liability and compensatory (but not consequential) damages resulting from property damage caused to another unit that originates in the insured's unit.

This rule's requirements are not satisfied by an insurance policy obtained by a renter. Similarly, some condominium homeowner insurance policies will not satisfy the requirements of this Rule without increased coverage limits and/or special endorsements. Unit owners are strongly encouraged to consult with their insurance professionals to ensure full compliance with this Rule and to determine whether personal liability coverage in excess of the \$500,000 minimum specified in this Rule is advisable.

In order to monitor compliance with the requirements of this Rule, every unit owner must provide the Management Office with a certificate of insurance confirming the existence of required insurance coverage between January 1<sup>st</sup> and February 1<sup>st</sup> of every year, beginning in 2007. If a unit owner fails to provide the Management Office with a certificate of insurance as required by this Rule, the Association's Board of Directors may, in addition to other remedies, impose fines that increase on a daily basis.

**22. HARD SURFACE FLOOR COVERINGS**

In order to minimize the transmission of sound between units, all floor surfaces must meet or exceed sound insulation standards as outlined in the construction document.

Any Unit Owner who wishes to alter his/her Unit by installing hard surface flooring (e.g., tile, slate ceramic, parquet) in any room, other than in bath and powder rooms, must install a ¼" thick cork or similar acoustical floor prior to laying any type of flooring other than carpeting. However, material other than cork must be approved by Management prior to installation.

The owner of any unit located immediately below a unit having hard surface flooring may, by written notice to the Board, request that the compliance of such flooring to be investigated. The Board may, at the Board's discretion, choose to investigate whether the flooring was installed in full compliance with all rules and regulations in effect at the time of installation.

The Unit Owner filing the complaint will reimburse the Board for any costs associated with the investigation. The Board shall request that the complaining Unit owner deposit with the Association an amount equal to 100% of the estimated costs to perform any investigation.

Any unit owner found to have non-complying floor systems shall bring the unit into compliance with these rules within sixty (60) days or be subject to legal action by the Association to enforce these rules.

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**23. HEATING AND COOLING**

All Residential units are served by a central heating and cooling system ("Central System") that provides heated or chilled water to the heating/cooling convectors that serve each unit. Maintenance, repair and replacement of the Central System will be provided by the Association as a common expense, except to the extent such costs are attributable to the negligence or intentional misconduct of a Resident or a Resident's invitee. However, the owner of each Residential unit is responsible for the cost of maintaining, repairing and replacing the heating/convectors, fans and related facilities that exclusively serve that owner's Residential Unit.

**24. LEASE OF A UNIT**

A Unit Owner may lease his/her unit without obtaining permission from the Board provided it is done in compliance with the Declaration and the following rules:

The leasing Unit Owner must provide his or her lessee(s) with a copy of the Declaration and these Rules.

No Unit may be leased, sub-leased or assigned for a period of less than six months or for a period of more than 2 years. Every agreement for lease of a Unit must be in writing.

No Garage Unit may be leased, sub-leased or assigned for a period of less than three months or for a period of more than two years. Every agreement for lease of a Garage Unit must be in writing.

No Garage/Storage Unit may be leased, sub-leased or assigned for a period of less than three months or for a period of more than two years. Every agreement for lease of a Garage/Storage Unit must be in writing.

No Storage Unit may be leased, sub-leased or assigned for a period of less than three months or for a period of more than two years. Every agreement for lease of a Storage Unit must be in writing.

A copy of every Unit lease must be delivered by the Unit Owner to the Management Office within ten (10) business days after the lease is signed and prior to occupancy by the tenant. No lessees may move into any Unit until such time as the management office has been supplied a copy of the lease.

Each lease shall contain the provisions specified in Section 3(f) of the Declaration, including a clause by which the lessee acknowledges receipt of a copy of the Declaration and Rules, and agrees that to be bound and subject to all of the obligations under the Declaration and Rules. Regardless of whether, such a provision is contained in the lease the lessee shall be so bound. A reasonable fee shall be charged to the Unit Owner for photocopying of the Condominium Instruments

In making any lease, the Unit Owner is not relieved of any obligations under the Declaration or these Rules. No portion of a Unit which is less than the entire Unit may be leased.

Any fines imposed due to violations by a lessee will be assessed to the unit owner.

All Residents must be on record with the Management Office and must be listed on the Master Resident List, which is maintained by the Management Office. .

Unit Owners shall have prospective Lessee(s) fill in an information application and move-in request at the Management Office. No Lessees will be permitted to move into any Unit until such time as the Management Office has been supplied the following:

- a. A current lease, which shall be delivered to the Managing Agent no less than five days prior to the stated commencement date of such lease. The lease must include language that Lessee is subject to

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Condominium Instruments and any Rules and Regulations promulgated by the Association.; and subsequently, a copy of each renewal lease that shall be delivered by the Unit Owner to the Managing Agent within ten (10) days after the lease is signed or within ten (10) days of verbal or written request thereof,

- b. A fully completed application and any other reasonable and customary documents,
- c. Written proof that a credit report was issued to Owner by a Credit Agency of the Associations choice (the actual credit report is not required),
- d. Picture identification of each Lessee over the age of 18, as identified on the lease,
- e. The move-in fee presented in the form of a money order cashier's check, or personal check.

No Lessees will be permitted to move out of any Unit until such time as the Management Office has been supplied:

- a. The move-out fee presented in the form of a money order, cashier's check, or personal check.
- b. In making any lease, the Unit Owner is not relieved of any obligations under the Condominium Instruments, and any Rules and Regulations promulgated by the Association and is responsible for any and all unpaid service charges created by their lessees and is responsible for the actions and behavior of their Lessees and their guests.

### **25. LOCKS AND KEYS**

All Unit Owners must supply working duplicate keys to the Managing Agent for all unit entry door locks to allow access to the Unit for necessary repairs and maintenance or in cases of emergency. If duplicate keys have not been provided and access is necessary to a Unit, all costs and expenses associated with that entry shall be borne by the Unit Owner. In cases of lock-out, residents may sign out their keys at the door station upon proper identification. Should residents choose not to supply duplicate keys, a lock-out fee may be assessed.

Residents should report lost keys immediately to Managing Agent so Unit entry locks can be changed and Common Element keycard/fob can be taken out of service. All costs to change locks shall be borne by the Unit Owner. Duplicate keycards/fobs, Unit and mailbox keys can be purchased from the Management Office through the Service Request Procedures.

Unit Owners installing private alarm systems for their Units must notify the Managing Agent prior to installation. Residents may not install security cameras that project into the corridor. Residents shall register alarm monitoring company information with the Management Office in case of an emergency. Unit Owners shall be responsible for any costs incurred in removing such systems or modifying them in order to eliminate any disturbance the system causes to other Residents.

### **26. MAINTENANCE STAFF**

The Maintenance Staff is primarily responsible for the Common Elements; however, the Board has determined that for the good of the Property, Maintenance Staff may provide certain limited services, subject to the availability of staff and any necessary parts.

A listing of the services provided by the Managing Agent and prevailing rates can be obtained in the Management Office. Note that the Managing Agent reserves the right to adjust the cost without prior written

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notice to cover parts supplied at prevailing rates.

A written service request must be submitted to obtain service. Work performed is not under warranty, nor guaranteed, and the Unit Owner assumes all liability for correction made to the Unit.

Unit Owners are responsible for charges their Lessees initiate. Unit Owners shall either contact the Management Office directly to request maintenance service, or provide written notice authorizing their Lessees to initiate non-emergency maintenance requests for which there is a charge.

**27. MANAGEMENT OFFICE**

The 2 East Erie Condominium Management Office is located at 2 East Erie, Suite 1104, Chicago, Illinois, 60611. The phone number is (312) 255-8700. The facsimile number is (312) 255-8712 and is to be used only for Association business.

Please feel free to contact the Management Office for assistance or for assistance after hours, contact the Door Station at (312) 255-1740

**28. MOVING / MAJOR DELIVERIES**

Residents requiring use of an elevator for moving or major deliveries must reserve an elevator with the Management Office in advance of the intended move/delivery date. All moves, regardless of size shall come through the loading dock and rear entry doors. The Maintenance Staff shall place protective coverings in the Common Elements. The Managing Agent Staff will prevent movers from using the elevators if all move requirements have not been met. Elevators are reserved on a first-come basis and according to the following provisions:

Residents shall initiate move application that books elevator time seven (7) days in advance of move.

The Association requires a non-refundable fee for move activity for both move-in and move-out activity two (2) days prior to the scheduled move. The fees should be drawn separately, if applicable, by either money order or cashier check. The Board may set, and from time to time revise, a schedule of charges, fees, and deposits.

Moves shall be scheduled in accordance with times and day of the week outlined by the Board. Moves shall not be permitted to begin or end beyond these perimeters. If the move is not completed within the period reserved, the move shall be rescheduled for another date and time with the Management Office as available.

The 'move activity period' shall be defined as the period of time between when the pre and post walk-through is conducted. The Resident shall notify the Management Office immediately before commencement of move activity to compile a walk-through report with the Resident. A Residents failure to do this waives their acknowledgement to pre-existing conditions. After the move is fully complete, the Resident shall notify the Management Office immediately to perform a post walk-through. Walk through inspections shall occur within Management Office business hours. Residents intending to move outside of Management Office hours shall conduct walk through inspections at the next available time during office hours and in doing so, are responsible for the Common Elements until such time the post walk-through is

conducted.

Costs for any damage to the Common Elements caused during the move activity shall be deducted from the move fee. If damage should occur that exceeds the move fee, the Unit Owner will be billed the additional expense. Nothing contained in this section shall be construed to mean that the Residents liability for damages is limited to the amount of the move fee.

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Residents shall break down and discard boxes from move activity in the dumpsters located in the loading dock on the first floor of the building and shall fully close dumpster lids. At no time shall boxes be disposed of by means of the trash chute or left in the chute room following any move activity. The Residents must remove any and all debris from a move. Failure to clean up and/or remove debris in the Common Elements shall result in a deduction from the deposit or a clean-up fee charged to the Unit Owner assessment account.

In cases where a major delivery has been received, Residents shall have delivery agent remove all large cartons and shall clean up Common Elements from debris. Residents failure to do so will result in a clean-up fee charged to the Unit Owner assessment account.

**29. NOISE / DISTURBANCE**

When living in a condominium, there are certain changes one must make in order to be considerate of one's neighbors. Sound transmission from one Unit to another is a concern in a multi-Unit building. A reasonable amount of tolerance is necessary and requested of you as a condominium Resident. But on the other hand, Residents shall keep in mind that everyone has different schedules and lifestyles. So that every Resident can enjoy their home, please observe the reasonable measures that can be taken to keep noise levels down.

Residents shall maintain moderate and reasonable sound levels at all times. Further, Residents acknowledge that sound from pets, stereos, televisions, musical instruments and other devices carries easily. Stereo speakers may not be set directly on the floor and a moderate level of bass should be used. Residents should use headphones if loud entertainment is desired. Residents shall use good judgment when operating loud cleaning devices. Residents shall understand that there is no appropriate time for loud sound and shall not assume that all others maintain their same rest schedule.

Residents shall be considerate of all neighbors when walking through hallways or entertaining guests.

Residents shall observe noise guidelines and schedules when remodeling.

Residents shall contact the Door Station if disturbed by loud, constant noise. Residents shall comply with Managing Agent Staff when called upon to lower sound devices upon notification of a complaint. Unit Owners are subject to fines for noise disturbances.

**30. PARKING / GARAGE**

The Association's parking facility contains privately-owned Garage Unit parking spaces. All parking spaces are self-park, and there is no valet parking. Residents who do not own a Garage Unit parking space are not allowed to park a car in any privately-owned Garage Unit parking space.

Garage Units may be used only for the parking of motorized vehicles which fit within the boundaries of the Garage Unit parking space. No materials of any kind may be stored in a Garage Unit parking space, or suspended from or attached to beams, ceiling, walls or floor (this includes car seats, car maintenance materials, shopping carts, etc.).

The Association, Board, Managing Agent and their employees shall not be responsible for any theft or damage to automobiles or motorcycles or anything left therein, nor shall they be liable for any injuries, accidents or losses resulting from the use of the garage.

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The management office must be advised in advance of all Garage Unit leases and sub-leases.

Residents may not leave a car in the aisles or anywhere in the garage except in a designated parking space.

Should you find your Garage Unit parking space occupied by an unauthorized car, contact door staff or management agent.

Residents shall maintain vehicles in good working order while parked in the structure to be free from fluid leaks. Residents shall not perform maintenance and mechanical corrections including, but not limited to, washing or waxing vehicles, changing oil or transmission fluids or performing tune-ups, etc.

### CERTAIN VEHICLES PROHIBITED; PARKING FOR SERVICE VEHICLES

Inoperable vehicles, boats, boat trailers, trucks with a load capacity of more than one ton, recreational vehicles and motor homes may not be parked anywhere on Association property.

Trucks, vans and commercial vehicles providing goods or services to Residential Units may park temporarily (but not overnight) on the paved parking area adjacent to the building during normal business hours.

Residents must report the presence of vermin or other pests to the Management Office immediately through the Service Request Procedures. Common Element pest control services are included in the monthly operating budget. In order to prevent infestation to the Property, it may become necessary to admit the exterminator to a Unit.

### 31. PETS

Dogs, cats, birds, fish and other household pets ("Permitted Pets") normally and customarily kept in an urban high-rise building may be kept in Residential Units, subject to the following limitations:

- a) No pets may be kept, bred or maintained for any commercial purpose.
- b) No more than 2 dogs and/or cats with a combined weight of no more than 80lbs may be kept in any Resident Units (that is, one dog and one cat, two cats or two dogs with a combined weight of no more than 80lbs)
- c) Each Resident is responsible for picking up after his or her pets, including removal of waste deposited by the pet anywhere on the Property. Staining of common elements must be reported immediately so it can be cleaned effectively. The Pet's owner is responsible for the cost of cleaning or repairing carpet or other damage to common elements caused by the pet, and will be assessed the cost of any repairs.
- d) No permitted pet may at any time weigh more than 40 lbs.
- e) All pets must be on a leash when in any common element area. Pets may not be in any of the landscaped areas.
- f) Balconies shall not be used as pet areas.
- g) Permitted pets shall not create a nuisance to other residents by continuous and repeated barking, whining, crying, aggression, or other disturbances. In the case of such disturbance, the pet owner will be notified in writing by the Management Office of the complaint and the unit owner will be given an opportunity to correct the problem. If the disturbance continues thereafter, it shall constitute a nuisance and thus a violation of the rule. Any pet which, in the judgment of the Board, has caused or created a

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- nuisance or unreasonable disturbance shall be permanently removed from a dwelling unit upon three (3) days written notice from the Board to the unit owner of the dwelling unit containing such pet, and the decision of the Board shall be final.
- h) Permitted Pets shall not be a danger to residents or staff. The Board may determine a pet is dangerous. In the event of a dangerous Permitted Pet, the Board may force the Dangerous Permitted Pet to be removed and barred, temporarily or permanently from the Building property and from the Unit Owner's Unit.
  - i) Residents shall observe care when disposing of pet waste to avoid noxious odors. Proper pet waste disposal by way of using the chute is to: 1) bag contents and tie securely in a sturdy plastic bag and then place this bag into another sturdy bag and tie it securely, if you feel that your plastic bags are not sturdy enough, then bag and tie the contents again; 2) follow this procedure each and every time in order to keep the chute clear of noxious orders. Residents shall not use sink and tub drains or toilets for pet waste and litter disposal. If not using the trash chute, Residents shall bring bagged pet waste down to the property first floor and discard in a dumpster, located by the loading dock ramp on the north side of the building, and shall close the dumpster lid completely.
  - j) Pets are not allowed in the fitness room or on the Sun Deck.
  - k) Visiting Pets are subject to these same rules.
  - l) All pets of any type must be registered with the management office on a form provided by the office. Registration must be completed before any new or replacement pet enters the building. Registration is not transferable from one pet to a replacement pet. Registration of existing pets must be completed by April 1, 2010. The management office may register dogs, cats, birds, and fish that meet the applicable requirements. Registration forms for other animals shall be forwarded to the Board of Directors for a determination of whether the pet is a household pet normally and customarily kept in an urban high-rise building. For dog registration, the owner must provide evidence of the current rabies inoculation certificate. The owner must periodically update these forms when requested by the Association. Unregistered pets constitute a violation of this rule and subjects the unit owner to penalties or a notice from the Board to permanently remove the pet from the dwelling unit upon three (3) days written notice.

### **32. PLUMBING**

Maintenance, repair or replacement of plumbing devices is the responsibility of the Unit Owner, not to include service that is behind walls. The Association and Managing Agent must be involved with applications that affect these service runs, although this does not construe that Unit Owners are relieved of financial responsibility to repair such services. Unit Owners, at their sole expense, may contract with a licensed plumber to engage in plumbing, providing the work is approved in writing from the Board through the Managing Agent which requires that the work is done to standard governing plumbing codes and proper permits are obtained (see Remodeling for more information).

Stopped toilets and drains are considered cause for immediate attention, and Residents shall report these situations immediately to the Management Office or if after hours, the Door Station. Residents should never use commercial products such as Drano or liquid plumber; maintenance has procedures in place to clear plumbing fixtures.

### **33. REMODELING**

The Unit Owner must obtain approval by the Board through the Management Agent for any addition, alteration or improvement to any Unit. This section is not meant to provide detailed requirements about

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obtaining Board approval, but is provided as only a general overview. If remodeling is being considered, the Unit Owner must obtain additional specific construction guidelines and agreements known as the "Remodeling Policies and Procedures" from the Managing Agent, separately. Unit Owners shall provide the Management Agent all requirements necessary prior to beginning any type renovation.

Residents shall not make any additions, alterations or improvements to the Property; or shall not install or replace flooring within the Unit without the prior written consent. Residents shall not install or replace appliances or make any alterations to a Unit, which impose increased usage of the water, sewer or other operating systems without the prior written consent of the Board.

Before Board approval can be granted, a Unit Owner desiring to make any additions, alterations or improvements to the Property, shall do the following: (a) obtain and deliver to the Management Office comprehensive drawings of all proposed alterations, (b) submit an expected commencement date and expected duration of renovation work, (c) enter into an agreement with the Association to pay for an independent architectural review by the Association or any other lawful fees that may be imposed by the Board to protect and maintain the Property during the planned renovation work if applicable and (d) attest in writing that the work will be performed in compliance with Association guidelines and all municipal requirements.

The Unit Owner shall provide copies of appropriate permits, be prepared to submit a waiver or lien and sworn statements from contractors and any and all subcontractors as may be required to protect the Property from all mechanics' and maintenance liens that may arise out of the Unit Owner's renovation. Before work begins, the Unit Owner must also provide the Management Office with certificates of insurance from each contractor, which indemnifies the Association and its Managing Agent by naming both parties as additional insured. Lien waivers must be provided within ten (10) days of completion of renovation.

Any Unit Owner who makes any improvements, alterations or additions to any Unit or to the Limited Common Elements shall be responsible for any damage to the Property as a result of such improvements, alterations or additions.

Residents shall order and coordinate placement of proper sized dumpster to remove any and all debris from their project with the Managing Agent. Residents shall not use the trash chutes or chute rooms for debris or refuse from any type of remodeling project, move activity or major delivery. Residents shall be responsible for the removal of large items from the premises (such as carpeting, cabinets, tile, appliances, and furniture).

Unit Owners will be charged for the removal of such items or damages incurred by improper chute use. Residents shall clean-up the Common Elements after any remodeling and moving. If debris exists, Unit Owners will be charged for clean-up services, which is required by their failure to do so including, but not limited to, clean up of painting spills, remodeling debris, debris from furniture or major deliveries, etc.

Hours of construction, remodeling or otherwise noise-producing work engaged by a Resident, excluding emergency repairs, is restricted to a reasonable duration, and in a manner that will not unreasonably disturb other Residents. Any work not approved through this process is subject to penalty fines, even if discovered after work has been engaged or completed.

### **34. SALE OF A UNIT**

Unit Owners may sell their Units without obtaining permission from the Board provided it is done in compliance with the Declaration and these Rules and the following. This section pertains only to sale and property transfer and does not give any information regarding moves.

Notice of any Unit sale must be given to the Association within ten days following consummation of such transfer. Each new Unit Owner shall supply to the Management Office a photocopy of the deed or

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settlement statement proving ownership and proof of insurance

Both the Seller and Buyer shall complete all forms that are reasonable and customary for the purpose of property management upon transfer. The information is kept confidential and requested by the Board for the efficient administration of the Association.

Upon written request by the Unit Owner of Record, copies of necessary documents can be provided, including but not limited to, the Declaration and Amendments thereto. The Unit Owner shall be charged a reasonable fee for a photocopy of such documentation.

In the event a Unit Owner fails to provide the Board with the information requested, all costs and expenses incurred by the Association in obtaining the requested information, including attorney's fees, shall be assessed to the Unit assessment account.

**35. SECURITY**

Security is everyone's responsibility. Residents are urged to maintain property security by keeping their Residential Unit doors locked. All Unit doors must be kept closed when not in use {a} to prevent spread of fire, as required by City of Chicago Building Code; {b} to ensure an even balance of air pressure; {c} to minimize the spread of cooking odors and noise to other Units; and {d} to maintain energy efficiency and an even temperature in the Common Elements. Residents may not remove or otherwise disengage Residential Unit door closers.

**36. SERVICE REQUEST PROCEDURES**

If your Unit requires maintenance service, the Management Office or the Door Station can assist within the following guidelines:

- a. All maintenance requests must be written on a Service Request form and are chargeable at the current fees. Service Requests are handled during regular day-shift hours, with the exception of emergencies.
- b. All Service Requests must go through the Management Office for record management purpose.
- c. Maintenance Staff will only work on the items listed on the Service Request. Service Requests are usually handled within a 48 hour period unless staff or a part is unavailable.
- d. To implement a Service Request visit BuildingLink to place a Maintenance Request or send an email to Management.

(Work orders that do not have permission to enter cannot be performed and will be filed for information purposes only)

Except in an emergency, if you are a Lessee to a Unit Owner, you must inform Unit Owner of the situation and have them notify the Management Office so the work can be implemented. Work will not be performed to Unit that does not have the Unit Owner's permission, unless an emergency exists or the problem directly affects habitability.

Work shall be performed in a good workmanlike manner. Work performed shall not be construed as under warranty, nor guaranteed, and further the Unit Owner assumes any liability for correction made to the Unit. The Board, Association or Managing Agent disclaims all liability for requested services.

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**37. SMOKE DETECTORS**

Smoke detectors are located on each floor in the Common Elements. When smoke reaches the detector, a loud automatic alarm sounds. All Residents must maintain a functioning smoke detector in each Unit.

The Unit Owner is responsible for maintaining and checking the operation of the smoke detector. Your smoke detector battery needs to be changed every six months in order to ensure it is in good working order.

Please be aware the alarm can be set off by heavy cigarette smoke, burning food or even steam from the shower. Should your alarm sound, do not disable the alarm by taking the batteries out or attempt to disconnect it. Check your model for a passive feature that will alleviate the loud alarm without disabling it.

**38. SOLICITING**

Commercial or charitable solicitation of Residents is strictly prohibited anywhere on the Property.

**39. OPEN HOUSES**

“Open house” signs are permitted on the curb of the property on the day of the event, for the duration of the event.

During the Open House, designated members of the broker’s agent or the broker must escort prospects up and down; to and from the Unit. The Door Staff will not allow prospects up without escort and further, cannot be responsible to assist brokers, i.e. calling, paging, escorting or seating customers/clients.

**40. STORAGE LOCKERS**

Storage lockers are located in the parking garage on the 2nd, 3rd, 4th and 5th levels. Each Unit Owner who has purchased a storage locker is responsible for any items stored in their locker. Owners are required to keep their storage locker secured with a key. Storage lockers are strictly for the use of Unit Owners who have purchased them, or for their Lessees.

Residents shall not store flammable materials including, but not limited to, oil based paint, paint thinner, charcoal, charcoal lighter fluid, fuel tanks, etc.

Residents shall not store personal property in any storage room area outside the Unit’s assigned storage locker. In other words, the areas on the side and top of lockers including all aisle areas are considered Common Areas and are to be kept free from stored personal items.

Residents acknowledge that if at any time, items are found in the storage room on the exterior of the storage lockers, those items shall be discarded immediately without notice. The Association, Board and Managing Agent disclaim any and all liability for items discarded in any unassigned areas or other Common Areas.

Residents acknowledge that if they occupy any locker not properly assigned to them, contents shall be discarded at their own expense without liability to the Association, Board or the Managing Agent.

**41. SUNDECK**

The sundeck is located on the 40<sup>th</sup> floor and is open at all hours, except during winter months. All residents must leave the deck and adjoining access area promptly by midnight. The Board reserves the right to reasonably change the hours due to staffing, weather, etc. The sundeck includes 2 propane grills, washrooms (inside), and furniture for your convenience.

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Residents shall not carry on any unlawful, noxious or offensive activities in the deck area, or shall not create a nuisance, cause unreasonable noise or disturbance, or otherwise unreasonably interfere with the use or enjoyment of the facility by other Residents or their guests.

When sunbathing, as a courtesy to others, the user must cover the lounge and deck chairs in order to keep the furniture free of sun tan oils and lotions.

Residents and guests shall wear attire to cover appropriate swimwear between the Unit and sundeck area. Residents and guests shall wear proper footwear at all times as walking barefoot is prohibited.

Residents shall use headphones when using radios or other sound equipment and shall use such devices in a manner that will not disturb others.

Pets are not permitted on the sundeck.

Residents shall accompany for the duration of any visit, as adult guardians, children under 16 years of age at all times when on the sundeck area.

No recreational equipment of any kind is permitted in the outdoor common areas (sundeck or halls) i.e. bicycles, tricycles, skateboards, roller blades, basketballs, etc.

Grilling and barbecuing is permitted on the sundeck using the propane grills provided by the Association.

Fireworks are not permitted on the sundeck.

No more than six guests of any one residential unit may use the sundeck at any one time. Larger parties must be scheduled in the party room, which is available for rental. Those renting the party room are not limited to six guests on the sundeck.

#### **42. PARTY ROOM**

Residents may reserve the party room with the Management Office based on availability. Use of the party room is subject to a fee and security deposit. The resident will be held liable for any damage incurred in the party room during the event. At the end of the event the resident will need to contact maintenance staff to assess the condition of the room. It is the resident's responsibility to clean the room at the end of any event. Smoking is not permitted in the party room. A resident may not reserve the room for the same holiday on a consecutive basis. The Board may set, and from time to time revise, a schedule of charges, fees, and deposits.

The party room is available as a community room for use by any resident Monday thru Friday from 9:00 am to 5:00 pm if it is not reserved for an event/party. Any reservation made for an event/party in the room will have precedence over the open use of the community room. The residents will not have exclusive access during their use since the room will be open for all residents who have filed a reservation form to use. Anyone who has not signed a reservation form will be denied access to the

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community room. The Management Office will have a reservation form available that will provide restrictions including liability and indemnification provisions for use of the community room.

### 43. TRASH REMOVAL

The trash chute curves at various points in its downward route. The chute is lined with a tin-like material. When improper material is dropped down the chute, the lining can be torn and damaged and items can accumulate at any junction causing blockages. Chute rooms are located on each floor next to the service elevator. Trash and other wastes must be disposed of in a clean and sanitary manner, including pet waste (see Pets for more information) in accordance with the following:

- a. Residents shall dispose of trash between the hours of 8:00 a.m. to 10:00 p.m., as a courtesy to surrounding neighbors to minimize noise disturbances.
- b. Residents shall pack all trash in plastic bags and seal the bag securely before placing in the chute and fully close the chute door after depositing bag. Improperly sealed trash attracts unwanted pests. Residents shall not dump any liquids, foods or pet feces that are not properly bagged and acknowledge that these substances adhere to the chute lining that create foul odors and attract pests that can infiltrate on Resident floors. Residents shall never leave trash on the chute room floor for any reason.
- c. Residents shall not overstuff trash bags. If the bag does not enter the chute opening easily, do not force it. Such practice can cause chute blockage. Blocked or stockpiled trash can result in pest infestation. Residents shall carry oversized bags and place them in any available dumpster located in the loading dock area and shall properly close the dumpster lid.
- d. Cartons (not bagged trash) that are too large for the trash chute can be completely broken down and set to the side in the chute room, not to include cartons from move-in activity. Move-in cartons must be dismantled and brought down by the Resident to any available dumpster located in the loading dock area and dumpster lids must be properly closed. When leaving the occasional carton, break it down completely and place on the chute floor in a way that does not block the use of the chute disposal or entry door. Residents shall not place cartons that are filled with garbage in the chute room.
- e. Residents shall not place the following items in the trash chute – matches, lit smoking materials such as cigarettes etc., batteries, flammable materials and their containers, ashes from used charcoal, aerosol cans, medical wastes and needles. Residents shall not place explosive materials such as paraffin wax, benzene, gasoline, etc. down the trash chute. Residents shall be responsible for the disposal of such items.
- f. Residents shall appropriately wrap or bag live Christmas trees or other plants that shed needles/leaves or otherwise dirty the Common Elements prior to transport through the Common Elements. Any droppings left in the Common Elements shall be cleaned up by the Resident immediately thereafter, otherwise the Unit Owner shall be charged for clean-up services. Should you need assistance removing your tree, contact the Management Office and the Maintenance Staff will remove them for you. You will be required to secure your tree in a tree bag prior to removal. Under no circumstances may trees be left in the hallways for pickup.

#### Recycling

The City of Chicago requires by Law that all apartment and condominium buildings that remove refuse using private waste haulers are to implement a recycling program. 2 East Erie fully

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cooperates with this law which requires our building to recycle items in at least three of the following categories:

1. Corrugated cardboard
2. Mixed residential paper, junk mail
3. Magazines, catalogues, phone books
4. Newspaper and all inserts
5. Metal container (aluminum, tin, steel)
6. Glass containers
7. Plastic containers

If using the recycle containers located in the rubbish rooms, carefully mark and place items from categories 1 through 4 above in a secured bag and items from categories 5 through 7 in another secured bag and place in the blue container in the chute rooms. Secured bags can also be carried down and disposed of into the appropriate recyclable container located inside the building at the dock area.

Residents shall not use the trash chutes or chute rooms for debris or refuse from any type of remodeling project, move activity or major delivery. Residents shall be responsible for the removal of large items from the premises (such as carpeting, cabinets, tile, appliances, and furniture). Unit Owners will be charged for the removal of such items or damages incurred by improper chute use. Residents shall clean-up the Common Elements after any remodeling and moving. If debris exists, Unit Owners will be charged for clean-up services that are required by their failure to do so to include, but not limited to, painting, remodeling debris or spills, debris from furniture or major deliveries, etc.

Residents shall not drop or allow refuse to fall, intentionally or unintentionally, out of windows or off balconies. This includes cigar and cigarette butts (see Balconies and Common Elements for more information).

Residents shall observe care when disposing of pet waste to avoid noxious odors. Proper pet waste disposal by way of using the chute is to: 1) bag contents and tie securely in a sturdy plastic bag and then place this bag into another sturdy bag and tie it securely, if you feel that your plastic bags are not sturdy enough, then bag and tie the contents again; 2) follow this procedure each and every time in order to keep the chute clear of noxious orders. Residents shall not use sink and tub drains or toilets for pet waste and litter disposal. If not using the trash chute, Residents shall bring bagged pet waste down to the property first floor and discard in a dumpster, located by the loading dock ramp on the north side of the building, and shall close the dumpster lid completely (see Pets for same information).

#### **44. UNIT ENTRY DOORS**

Residents may not obstruct the flow of air under Residential Unit entry doors by way of weather stripping, tape, sweeps, moldings or other devices which would interfere with proper building air flow

Residents may not paint, decorate, adorn, place signs upon or otherwise alter the appearance of the exterior of Unit entry doors or on any hallway surface, except that (a) a unit entry dock lock and/or peephole may be installed, (b) religiously-mandated objects may be attached to a unit's entry door or doorframe to accommodate a Resident's religious practices, and (c) small nonflammable seasonal holiday decorations may be attached with non-marring removable adhesive. Any damage caused by attaching or removing such attachments will be charged to Unit Owner.

Unit flooring may not extend over the Unit door threshold or otherwise cause a non-uniform corridor

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appearance.

**45. USE OF RESIDENTIAL UNITS**

Residential Units are to be used primarily for residential, and not business purposes. However, Residential Units may also be used as follows:

- a. If a Residential Unit is used principally as a residence, the Residential Units may also be used for purposes which are customarily incidental to such residential use, such as: maintaining a home office; keeping personal business or professional records and accounts; handling personal business, professional telephone calls and correspondence; and receiving visitors related to the Resident's business.
- b. As both a residence and an ancillary or secondary facility to an office established elsewhere by a professional or quasi-professional unit Occupant.
- c. If a Residential Unit is owned by a corporation, partnership or other business entity, that Residential Unit may be used for the Unit Owner for entertainment and housing as an adjunct to the conduct of the unit owner's business elsewhere.

Permitted incidental business use of a Residential Unit may not, however, create excessive traffic in the Common Elements, or disturb the quiet enjoyment of other Residents.

Residential Units may not be used as hotel rooms or occupied, leased, rented or licensed on a daily, weekly or monthly basis.

Residents shall not carry on unlawful, noxious or offensive activities in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon that, in the judgment of the Board constitutes a nuisance, causes unreasonable noise or disturbance to others, or unreasonably interferes with other Residents quiet enjoyment.

**46. WATER BEDS AND WATER FURNITURE**

Waterbeds or other water-filled furniture may not be kept in any Residential Unit.

**47. WINDOWS / SCREENS**

A professional window cleaning staff annually cleans surfaces not accessible from a Residential Unit's balcony. Residents can care for the inside of the windows with regular window cleaning products. Besides a clean appearance, the following guidelines shall be adhered to.

Window covering shall be white in color when viewed from the exterior and kept in good condition at all times.

Residents shall maintain the interior and those exterior windows accessible by the balcony, in a clean and washed condition.

Screens are provided on windows that can be opened. Screens should be left in place at all times. Residents are prohibited from removing screens. Notice will be given when window-cleaning service is scheduled.

**48. OWNERS MAILING LISTS AND ELECTRONIC DISTRIBUTION OF NOTICES**

**Designation of Owner Address on Unit Owner List**

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Amended Rules Adopted by the Two East Erie Board of Directors on December 3, 2025

**THE 2 EAST ERIE  
CONDOMINIUM RULES AND REGULATIONS**

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The owner (or owners) of each unit may designate an electronic address (email address) or a US Postal service address as the owner's (or owners') address on the list of unit owners maintained by the Association pursuant to Section 19(a)(7) of the Illinois Condominium Property Act (the "Unit Owner List"), which list is subject to examination and copying by other owners. The designation of an email address or a US Postal service address for purposes of the Unit Owner list is made by submitting an "Address Designation" form to the Management Office. If no Address Designation form is submitted, the last US Postal Service mailing address provided to the Association will appear as the unit owner's address on the Unit Owner List.

**Electronic Delivery of Notice and Other Communications**

In order to facilitate the Association's distribution of notices and other communications, the owner(s) of any unit may authorize electronic delivery of notices and other communications by submitting a "Consent to Electronic delivery" form to the Management Office. If no Consent to Electronic Delivery form is submitted, paper copies of notices and other communications will be delivered to the last US Postal Service address provided to the Association for the unit. Authorization for electronic delivery may be amended or revoked at any time by submission of a later-dated Consent to Electronic Delivery form. Notwithstanding a request for electronic delivery, the Association may, at its sole discretion, deliver any notice or other communication to the US Postal Service mailing address indicated on the Consent to Electronic Delivery Form.

THE 2 EAST ERIE  
CONDOMINIUM RULES AND REGULATIONS

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2 East Erie Condominium Association Schedule of  
Charges, Fees, Deposits Revised December 3, 2025

Labor Charge (1/2 hr minimum)	\$60.00
Replacement Fob	\$75.00
Replacement ADA Fob	\$75.00
	\$12.00
Replacement Front Door Key	\$12.00
Replacement Mailbox Key	
Assessment Late Payment Fee	\$100.00
Assessment Payment NSF Fee	\$50.00
Move In Fee	\$500.00
Move Out Fee	\$500.00
Unauthorized Move	\$750.00
Sales Transfer Fee (Buyer)	\$250.00
Party Room Fee	\$100.00
Party Room Deposit	\$250.00
Party Room Cleaning Fee (If applicable)	\$250.00