

MALIBU EAST CONDOMINIUM

RULES AND REGULATIONS

AS

AMENDED IN 2008

INTRODUCTION

Condominium living is a shared experience and so it is important that all owners and residents know and understand the mutual obligations and responsibilities that come with owning a condominium unit and living in a condominium residence. The ground rules for condominium ownership and living are set forth in the Declaration of Condominium Ownership of the Malibu East Condominium. Among other things the Declaration provides that the Board of Directors may adopt such rules and regulations as it deems advisable for the maintenance, conservation and beautification of the property and for the health, comfort, safety and general welfare of the owners and occupants of the property (Art. V., Section 7, Par. [m]).

All residents and owners have the duty to comply with the Rules and Regulations and, while voluntary compliance with the rules is the desired goal, the Board of Directors has the right and obligation to take appropriate action to enforce compliance should that become necessary.

These Rules and Regulations are designed to foster and maintain a harmonious living environment in order to enhance the residents' quality of life and the enjoyment of their homes. Cooperation by all owners and residents will make Malibu East a desirable and valuable place to be.

When you are reading these Rules and Regulations, you may wish to take note of the following:

MECA Our legal name is Malibu East Condominium. However, we are usually referred to as "MECA," and it is this common name that is used in these Rules and Regulations.

FORMS Throughout these Rules and Regulations, various forms are referred to, such as the Pet Agreement Registration Form, the Notice of Intent to Sell or Lease, the Move In/Move Out Requirement Form, as well as other forms. All of those forms are available at the Management Office, if and when needed.

DEFINITIONS These Rules and Regulations occasionally refer to “Declaration,” “owner,” “unit,” “commercial unit,” and “building,” etc. If need be, you can find the definition of these terms on page 2 of our Declaration of Condominium Ownership and of Easements and Covenants for “Malibu East Condominium.”

ADDITIONAL PROVISIONS In some instances one may find provisions in the Declaration which set forth specific rules or supplement or further clarify these Rules and Regulations, such as the prohibition of any washer or dryer or other laundry equipment in a residential unit. It is prudent that you always review the Declaration to become familiar with all such provisions.

PROCEDURES AND POLICIES The Board of Directors has adopted also certain procedures and policies, including, but not limited to, the procedures applicable to suppliers in order to enhance our safety and security, the Policy Statement to avoid conflicts of interest as well as the Equal Employment Opportunity, Anti-Harassment and Non-Discrimination Policy.

CHARGES AND FEES The Board of Directors establishes from time to time the charges and fees for the services and other items indicated in the Rules as well as the other services provided by MECA. For the convenience of the owners and residents, said charges and fees are listed in Schedule A, a copy of which can be obtained from the Management Office.

MATTERS NOT SPECIFICALLY COVERED BY THE DECLARATION OR THESE RULES Even though for the guidance of all owners and residents, these Rules are rather specific and detailed, issues and questions will arise which may not be specifically covered by the law, the Declaration or these Rules. In such cases, it is expected that owners and residents will use, for the good and welfare of all owners and residents, common sense and sensitivity, and apply by analogy those provisions which are most appropriate under the circumstances.

TABLE OF CONTENTS AND INDEX In order to facilitate finding the appropriate rule, both a Table of Contents and an Alphabetical Index are included.

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I. BUILDING AND UNIT ACCESS

A. Security

1. A doorman is on duty 24 hours a day.
2. To gain access to the building through any door not manned by a doorman, a common-area key must be used.
3. Building security is only as strong as its weakest link. It is important that residents be involved in maintaining and strengthening the security of the building. Therefore, residents should be cautious about letting someone into a secure area of the building unless they recognize the person to be a resident.
4. The doorman will not admit anyone whom he does not recognize as a resident. Therefore residents are urged to have their common-area key with them at all times and not to rely on the doorman for admission. Security is the doorman's most important function. It is better that the doorman require residents to use their keys than let someone into the building who does not belong.
5. The doorman is the only person permitted to stand behind the doorman station and to use telephones at the doorman station.
6. The doorman is the only person who has access to the Resident Registry Book. The Building Manager is responsible for keeping the Resident Registry Book; therefore, he is the only one who can make changes in the Resident Registry Book.
7. The doorman must announce all visitors and secure approval for admission. If permission is not given or if a guest cannot be confirmed, the guest cannot be admitted. To expedite the entrance of guests, residents may provide the doorman with a guest list. Windjammer Room guests will not be admitted other than via a guest list. For more rules pertaining to the use of the Windjammer Room, see Section IV.N.
8. Guests arriving between the hours of 12:00 a.m. (midnight) and 6:00 a.m. must be escorted to the unit by the unit resident.
9. Residents who are planning to be away from their apartment for more than a few days should consider the following recommendations:
 - (a) Notify the Management Office, in case an emergency occurs in the unit.
 - (b) Lock all windows and doors, unplug appliances (except for the refrigerator and the stove), turn down the heat or turn off the air conditioner, as appropriate for the season of the year.
 - (c) Make arrangements with the mail carrier for forwarding, pickup, or holding of the resident's mail.
 - (d) Dispose of all garbage, trash, and perishable items from the apartment.
 - (e) Suspend the newspaper service and other regular services.
10. If a resident is not present in the unit, no guest under the age of 14 shall be permitted to stay overnight or longer in the resident's unit, unless he/she is accompanied by a person 14 years of age or older who is authorized to stay in the unit.
11. If a resident is not present in the unit, a guest who is 14 years of age or older may stay in a resident's unit overnight or longer provided the following documents are submitted to the Management Office in advance:
 - (a) a government-issued photo ID;
 - (b) a signed agreement to abide by the Rules and Regulations of MECA;

- (c) a signed agreement to be subject to the penalties imposed by the MECA Rules and Regulations;
- (d) a signed personal information sheet including an emergency contact; and
- (e) a signed statement indicating the length of time the guest intends to stay.

Items (b) through (e) must be signed by the guest and/or parent or legal guardian of the guest and provided to the Management Office prior to the guest beginning his/her stay at the [resident's] unit. Items (b) through (e) must also be acknowledged in writing by the resident(s).

At the discretion of the Board, a guest's stay may be deemed long enough to require the guest to go through the admissions process. In addition, the Board may, if circumstances warrant, waive the requirement that a guest go through the complete admissions process.

If a guest stays beyond the stated length of time, the guest may be barred from entering the building.

12. If the resident is present in the unit, any guest who intends to stay more than one month will submit all of the following:

- (a) a government-issued photo ID;
- (b) a signed agreement to abide by the Rules and Regulations of MECA;
- (c) a signed agreement to be subject to the penalties imposed by the MECA Rules and Regulations;
- (d) a signed personal information sheet including an emergency contact; and
- (e) a signed statement indicating the length of time the guest intends to stay.

Items (b) through (e) must be signed by the guest and/or parent or legal guardian of the guest and provided to the Management Office prior to the guest beginning his/her stay at the [resident's] unit. Items (b) through (e) must also be acknowledged in writing by the resident(s).

At the discretion of the Board, a guest's stay may be deemed long enough to require the guest to go through the admissions process. In addition, the Board may, if circumstances warrant, waive the requirement that a guest go through the complete admissions process.

If a guest stays beyond the stated length of time, the guest may be barred from entering the building.

B. Harassment

A unit owner and/or an owner's tenant and/or a guest engaging in harassment or abuse of a MECA employee or agent shall be subject to Section VI, Policies and Procedures regarding Enforcement, of the Malibu East Condominium Rules and Regulations.

C. Moves In or Out

1. "Moves In or Out" pertains to moves in or out of the building and also pertains to moves from a unit on one floor in the building to a unit on another floor in the building.
2. Moves In or Out shall be permitted only on weekdays between 7:00 a.m. and 7:00 p.m.; no moves are permitted on Saturdays, Sundays or legal holidays.
3. Moves In or Out of the Building are permitted only through the loading dock. The loading dock door will be closed at 7:00 p.m. regardless of whether the Move In or Out has been completed.
4. Moves In or Out must be scheduled with the Management Office not less than three days in advance. The date and time are subject to availability.

D. Keys

1. Common-Area Keys (as distinguished from the keys to the building facilities that are kept by the doorman)
 - (a) The common-area keys are the property of MECA and must be returned to the Management Office upon move-out from the building, change of ownership, change of tenants or reduction in the number of occupants who are entitled to, and who possess, common-area keys for a given unit. The return of said common-area keys remains the responsibility of the unit owner, and a charge in the amount set forth in the current Schedule A will be charged for keys that are not returned when required to be returned pursuant to this paragraph.
 - (b) Each resident of a unit, who is at least twelve (12) years of age, and who is properly registered as a resident of the unit in which he/she resides, is entitled to one (1) common-area key. However, no key shall be issued by MECA if that causes the total number of keys issued for said unit to exceed the maximum number of keys which can be issued to said unit pursuant to MECA's Occupancy Rules (See Section III.N).
 - (c) Non-resident owners are not entitled to a common-area key.
 - (d) Common-area keys that have been lost will be canceled, and a new key issued, provided that the lost key is properly reported as lost to the Management Office, and a charge in the amount set forth in the current Schedule A will be assessed for the replacement of each lost key.
 - (e) A broken or malfunctioning key will either be replaced or reprogrammed free of charge.
 - (f) If a unit has an additional resident entitled to a common-area key as established by Section I.D.1.b, a key will be issued upon payment of the charge set forth in Schedule A, to each such new resident provided that such resident is properly registered with the Management Office.
 - (g) MECA may, but is not required to, issue an extra common-area key to a unit owner for use by another person to cover special circumstances. Such extra key may be issued only if:
 - (i) a personal information sheet, properly signed by each proposed recipient of said extra key; is submitted to the Management Office;
 - (ii) the owner(s) of the unit for which each such extra key is being requested, or the legal representatives of said owner(s), has/have signed a form, pursuant to which said owner(s) submits in writing an appropriate reason for the issuance of the key and assumes all liability for the misuse of the key, or for damage to the building or to MECA resulting therefrom;
 - (iii) a non-refundable fee is paid to MECA in the amount set forth in the current Schedule A; and
 - (iv) the recipient personally signs for the key in the Management Office and shows photo identification prior to receiving such extra key.

2. Temporary Keys

MECA may, but will not be required to, issue a temporary common-area key that will be made available for a guest staying in a resident's unit, provided that:

- (a) The number of temporary keys, together with the common-area keys already issued to that unit, does not exceed the number of common-area keys which can be issued for a given unit, pursuant to Section I.D.1.b, and MECA's Occupancy Rules (see Section III.N).
- (b) No delinquencies exist with respect to the payment of MECA's assessments and other charges allocable to the unit for which such temporary key is requested.
- (c) A written request is made by the owner of the unit, and the owner provides:

- (i) a signed and dated key agreement, on a form provided to the owner by the Management Office, pursuant to which the owner agrees to assume all liability for the misuse of said key, or damage to the building or to MECA resulting therefrom; and
 - (ii) security to MECA, in the form of a deposit in the amount set forth in the current Schedule A. Said deposit amount shall be non interest bearing and shall be deposited in the general funds of MECA, which shall have no liability for the payment of interest thereon.
- (d) A temporary key will be valid and effective for thirty (30) days from the date set forth in the key agreement. The period of time for which any temporary key is valid may be extended by written approval of MECA; however, this period may be extended for no more than two (2) additional 30-day periods, for a maximum of ninety (90) days.
- (e) Upon termination of the period set forth in the key agreement, the key will be disabled, and if the key is not returned to the Management Office within seven days, the deposit will be forfeited.

3. Unit Keys in the Custody of the Management Office

For the convenience of residents in case of lockouts, etc., residents may leave the keys to their unit with the Management Office, to be retrieved only during business hours, provided that:

- (a) The resident agrees to release MECA from any and all liability for any losses or damages that result or may result from the deposit of a unit key into the custody of MECA and to hold MECA harmless, and also signs the Key Indemnification and Release Agreement, on the form provided by the Management Office, prior to the deposit of said unit keys.
- (b) The agreement contemplated in Section I.D.3.a above shall designate the person(s) authorized to retrieve such unit keys from MECA.
- (c) The resident delivers the keys to the Management Office with the understanding that the keys can be retrieved from the Management Office only during normal business hours.

4. Lockouts

- (a) Lockouts of residents from their units are the individual responsibility of the resident of each unit.
- (b) In the event of an emergency, pursuant to which MECA deems access to a unit essential, the unit keys in the custody of the Management Office can, but need not, be used to enter the unit. Nevertheless, if damage to said unit results from such entry, any such damage is the responsibility of the owner of any such unit, and MECA assumes no responsibility for any damage resulting from said entry for emergency purposes.

E. Deliveries and Carrying Large Items In or Out of the Building

1. Deliveries

All deliveries, other than those deliveries permitted through the Main Entrance and the Lobby, must be made through the Receiving Room.

2. Deliveries through the Main Entrance

- (a) Only deliveries of small items, such as fast food, laundry, cleaning, groceries and/or flowers are permitted through the Main Entrance.
- (b) The persons making such deliveries are not permitted to park their cars in front of the entrance or in the Atrium other than in those areas in the Atrium designated by MECA as temporary 15 minute parking.

- (c) All such deliveries may be made to the recipient's unit subject to such security measures as may be adopted from time to time by the Board of Directors.

3. Deliveries through the Receiving Room

- (a) The Receiving Room hours are from 7:00 a.m. to 7:00 p.m. on weekdays and from 7:00 a.m. to 3:00 p.m. on Saturdays, or such other hours as the Board of Directors may establish from time to time. The loading dock door will be open weekdays from 7:00 a.m. to 7:00 p.m. and Saturdays from 7:00 a.m. to 3:00 p.m., while the Receiving Room is open.
- (b) The Receiving Room will handle only small packages. The resident must pick up the package from the Receiving Room upon receiving notification.
- (c) Any delivery of any items other than small packages must be accepted directly at the resident's unit. No service representatives, deliverymen or repairmen will be allowed into the building unless the resident is present and has authorized such entry, or has given written authorization to release the unit keys deposited at the Management Office to said serviceman. Building personnel are not required to accompany service representatives, repairmen or deliverymen to the resident's unit.
- (d) Service representatives, deliverymen and/or repairmen will be allowed to enter into the building only after complying with such safety and security measures as may be established by the Board of Directors from time to time.
- (e) The Receiving Room may accept the delivery of fresh flowers, plants, fresh fruit and other perishables, but MECA assumes no liability for the condition of the items.
- (f) The Board of Directors may establish from time to time such other safety and security requirements as it may deem appropriate for the safety and security of the residents.

4. Saturday Receiving Room Procedures

- (a) Given the high usage of the elevators and the Receiving Room on Saturdays, no delivery of any item or items that require more than one person to carry such item or items, or which cannot be loaded in one grocery cart or on one dolly, will be permitted on Saturdays, unless such delivery has been authorized by the Management Office. The Management Office may authorize up to three (3) such deliveries to be made between 8:00 a.m. and 12 noon, provided that:
 - (i) the delivery has been scheduled with the Management Office by 12 noon the preceding Friday;
 - (ii) Saturday is not a holiday;
 - (iii) the delivery is to be made at a specific time, not just "in the morning."
- (b) The Management Office will issue to the resident an authorization form, which the resident must give to the Receiving Room prior to or at the time of the delivery.
- (c) The Management Office will provide to the Receiving Room a list by Friday afternoon of all Saturday authorized deliveries.
- (d) Each unit is entitled to only one (1) scheduled delivery per Saturday, if the schedule permits. Once the schedule is full, no more deliveries will be permitted.
- (e) Retail deliveries of heating and/or cooling equipment required because of an emergency breakdown will be permitted on Saturdays provided that a member of the MECA maintenance staff verified the emergency. The Building Manager can be paged for authorization.

- (f) The service elevator will not be locked off and will not be held on a floor longer than it takes to load or unload the item(s). The elevator should not be overloaded. Space should be left for other residents coming in with groceries, pets or other permitted use of the service elevator.
- (g) No deliveries will be allowed that are unscheduled or do not match those described on the Authorization Form. Residents will be given a courtesy call to let them know they have an unscheduled delivery so as to give them the opportunity to reschedule it for the following week.

5. Carrying Large Items In or Out of the Building by Residents

Large items cannot be carried through the Lobby or any other entrance other than the Receiving Room. Therefore, carrying in or out of the building large items by residents is subject to these delivery rules, and permitted only from Monday through Friday, if not a holiday, during the hours the Receiving Room is open and on Saturdays, provided that such activity has been authorized by the Management Office pursuant to the Saturday Receiving Room Procedures.

II. COMMON AREAS

A. No-Smoking Rule

Smoking is not permitted inside the Malibu East building except in individual units, on individual balconies, or during private parties in the Windjammer Room, at the discretion of the host. In addition, smoking is prohibited in the pool enclosure.

B. Atrium, Lobby, Corridors and Hallways

1. Neither the atrium nor the lobby, nor any of the entrances to the building, the corridors, the hallways or the staircases can be used for storage of any kind. No meetings, loitering, running, roller-blading, roller-skating, or playing are permitted in the atrium, the entrances, the lobby, the corridors, or the hallways. Beverages in open containers may not be brought into or carried through the lobby.
2. No distribution of literature nor any solicitation of any type is permitted in the atrium entrances, lobby, corridors, hallways or other common elements of the building, except:
 - (a) For official business of MECA; or
 - (b) If prior approval has been given by the Board of Directors.
3. No mats or other items should be left in the corridors or hallways or in front of the individual unit doors. All such items left in the corridors or hallways will be removed.
4. Redecorating of a corridor will be done only at the direction of the Board of Directors and then only according to the decorating scheme as determined by the Board of Directors.

C. Unit Doors

1. For maximum safety and security, all unit doors should be equipped with a dead bolt. In addition, peepholes should be used to identify visitors before opening the door.
2. No alterations or changes of any nature may be done to the exterior of any unit door. This is considered a building responsibility in order to maintain a uniform look for the hallways and corridors.
3. MECA will maintain the doors facing the common-area hallway, including repairs if a door becomes damaged. If that becomes necessary, MECA may arrange to have the repairs done and charge the cost of such repairs to the unit owner.

D. Elevators

1. Smoking is not permitted in any elevator.
2. Those residents and their guests who are dressed in swimming attire and all persons with tools, pets, bicycles, cleaning equipment, shopping carts, laundry carts, building service carts or very large buggies must use the service elevator, unless that elevator is out of service.
3. Those residents who are only passengers shall use only the passenger elevators.
4. The hours when the service elevator will be available for use by residents is determined by MECA's Board of Directors.
5. Beverages in open containers shall not be carried onto elevators, and no eating shall be done in the elevators.

6. Private use of the service elevator may be authorized for “Moves In or Out” (see Section I.B) or for Deliveries (see Section I.D), provided that it has been reserved through the Management Office. The Management Office will schedule such private use so as to inconvenience residents as little as possible.

E. Rubbish Chute and Bulk Garbage Room

1. The rubbish chute is to be used only between the hours of 8:00 a.m. and 11:00 p.m.
2. All rubbish should be wrapped securely and discarded carefully to avoid spillage on the floor, or in the rubbish chute.
3. Heavy and bulky items (i.e. large boxes, heavy metal items, carpeting, etc.) and flammable materials (i.e. paint, paint thinner, cleaning fluid, etc.) and otherwise potentially dangerous items should be placed in the Bulk Garbage Room located west of the service elevator, and the Management Office should be immediately notified that such items have been placed there.
4. Items such as disposable vacuum cleaner bags, pet litter, and machine shredded paper should be securely wrapped and placed in the Bulk Garbage Room.
5. Pursuant to MECA’s recycling program, items that are discarded in the Bulk Garbage Room should be properly separated and placed in the appropriate containers. Cans, bottles and jars should be rinsed and all other instructions relative to the recycling program should be followed.

III. INDIVIDUAL UNITS

A. Laws and Ordinances and other provisions of the Declaration

All unit owners should be cognizant of applicable laws, ordinances and provisions in the Declaration, including but not limited to those pertaining to noise, smoke detectors and flammable materials.

B. Balconies, Water Heaters and other Fixtures servicing Units.

1. Absolutely nothing shall be thrown or dropped, and nothing shall be shaken, from balconies. All items likely to blow off or rattle during heavy winds must be fastened down.
2. Nothing shall be hung from balconies, except those things authorized by MECA.
3. No modifications, including but not limited to painting or installation of floor covering, including but not limited to AstroTurf or tile of any type, shall be made to any balcony.
4. Wastewater may not be allowed to flow over the edge of the balcony.
5. Barbecuing is permitted only with a fully covered charcoal or electric grill, which may only be ignited with an electric starter. As provided by the City Ordinance, no propane or other bottled gas of any kind can be used as fuel. No chimineas or other similar conduits may be used on the balconies either.
6. The balcony shall not be used for storage purposes.
7. Unit owners are responsible for maintaining in good working condition the water heaters, air conditioner and all fixtures, pipes, conduits, ducts, windows walls, ceilings, doors, plaster, improvements and betterments, which service their unit exclusively.

C. Construction Activity within the Units

1. "Construction Activity" is defined as any sort of improvements, alterations or repairs within a unit, which shall include but not be limited to work related to electrical, plumbing, heating, air conditioning, remodeling, carpentry, plastering, painting and flooring.
2. Construction Activity can be conducted on weekdays between 8:00 a.m. and 6:00 p.m. and on Saturdays between 10:00 a.m. and 5:00 p.m.
3. All Construction Activity must comply with Chicago building codes and the unit owner must obtain any and all permits required to perform the construction activity. All such work whether electrical, plumbing or otherwise must be performed by licensed, bonded and insured contractors.
4. The unit owner shall notify the Management Office at least ten (10) days in advance of any construction activity other than minor construction activity, and submit in writing the proposed scope of the work to be conducted and any other pertinent documents, including a proposed time frame that is reasonable and customary for such a project.
5. The unit owner is personally responsible for any damage to the common elements, to the building or to any other unit that occurs because of any Construction Activity.
6. In case of major construction or upon request, the unit owner shall provide to the Management Office at least two working days prior to the inception of the work certificates of insurance, including worker's compensation coverage, covering the contractor or service provider. Such certificates must name MECA, its Board of Directors and its managing agent as additional insureds.

7. MECA has the right to prevent construction activity, whether contemplated or already in progress, when the provisions of Section III.C have not been complied with, and such right includes holding the unit owner responsible for all costs, fees and fines incurred by MECA in connection therewith. Such right, whether exercised or not, shall not preclude MECA from pursuing its other rights under Section VI of these Rules.
8. Unit owners are responsible for maintaining the water heaters serving their units and when replacing them shall assure themselves that the replacement heater properly fits into the cabinet.

D. Floors Inside the Unit

1. Carpeting, resilient tile, marble or ceramic tile, parquet and the like must be installed over proper materials that have the minimum thickness and composition required to absorb noise.
2. To effect maximum sound conditioning, except as provided in Section III.D.3, all floors, other than non-walk-in closets, kitchens and baths, shall be covered with carpeting, which shall be installed or placed over a minimum fifty (50) ounce double-rubberized waffle pad.
3. If another floor covering is to be used in lieu of carpeting, then installation shall be made as described below:
 - (a) All resilient floor tile shall be installed over sound-conditioned felt paper and latexed base.
 - (b) All-wood parquet or the like shall be installed over at least one quarter inch corkment, properly applied over a latexed base.
 - (c) Natural marble, flagstone, ceramic tile and the like shall be installed in a sand and cement bed, which will have a minimum thickness of one inch.
4. The unit owner must contact the Management Office prior to installation of any floor coverings for information concerning the current minimum requirements for such floor coverings, the above requirements notwithstanding.

E. Sale of Furnishings and Other Personal Property that is Conducted in a Unit

1. The seller must notify the Management Office of the seller's intent at least two weeks prior to the planned sale date.
2. The seller must bear the cost to MECA of hiring two additional security guards. The security guards shall be on duty for a period of one half hour before the scheduled start of the sale, and they shall continue on duty until one hour after the sale or until such time as the guards' duties have been completed, whichever is later.
3. Upon reserving the date of the sale, seller must deposit the amount set forth in the current Schedule A, to be applied toward the cost of the two security guards and the cost of repairs for any damage to the common elements in connection with the sale, and to encourage compliance with the rules in this Section III.E.
4. Prior to the sale, both guards shall issue printed numbers to customers, such numbers to be supplied by the seller. The numbers will be printed on stickers, which the customers must wear. A number shall be issued to each person in the order in which each person arrives, and only to a person showing acceptable identification. The security guards shall log the personal identification corresponding to each number.

5. Upon commencement of the sale, one guard shall remain in the lobby at all times. A second security guard shall accompany the first group of customers to the unit wherein the sale is to be conducted. Thereafter, this second guard shall remain in the hallway of the "sale floor," logging the time and number of each person leaving the Unit.
6. At no time shall there be more than ten customers in the unit wherein the sale is being conducted.
7. As a customer departs the premises, the lobby guard shall collect from that customer the printed number that had been assigned to that customer, and the lobby guard shall note the time of that customer's departure in the log.
8. Large pieces of furniture or appliances must be removed via service elevator and loading dock, pursuant to the requirements of Section I.D. If the large pieces are removed on the day of the sale, the security guards must monitor the removal in a manner that prevents outsiders from having free access to the premises.
9. After the sale is completed and large items, if any, have been removed, the security guards shall ascertain whether all outside persons are accounted for, checking halls and stairwells if necessary. The Management Office must be notified if all outside persons are not accounted for. Appropriate action against stragglers and other violators shall be taken, including legal actions and prosecution for trespass.
10. The hiring of security guards may be waived if the sale is open only to MECA residents.

F. Maintenance Assessment Late Charge and Delinquencies

1. Assessments are due and payable on the first day of each month.
2. A late charge in the amount set forth in the current Schedule A will be assessed for any delinquent account on the close of business on the 15th of each month. The threshold amount for the assessment of the late charge is set forth in the current Schedule A. Said late charge will be assessed unless the payment has been credited in the lockbox kept by MECA, or credited into MECA's books pursuant to such payment procedure as may be established by the Board of Directors from time to time, by the close of business of the 15th of each month.
 - (a) A unit owner may request one waiver of a late charge, provided the unit owner has been current in the payment of MECA assessments and other charges during the immediately preceding 12-month period.
 - (b) No late-charge waiver may be considered more than once each 12 months.
 - (c) A separate charge in the amount set forth in the current Schedule A shall be assessed to a unit owner for each check or other form of payment that is returned because of insufficient funds or returned for any other reason.
3. Any payment received from a unit owner will be credited on his account according to the following priority:
 - (a) To prior miscellaneous charges, including, but not limited to, returned-check charges, key deposits, late charges, repair charges, towing charges, legal fees, etc.
 - (b) To previous Garage and maintenance assessments.
 - (c) To current miscellaneous charges.
 - (d) To current Garage and maintenance assessments.

4. The parking privilege for all vehicles of a unit owner (or a lessee) whose payment of MECA assessments and other charges is still delinquent by the end of the second month (60 days after the original due date) shall be revoked and such vehicles shall be removed from the Garage at the expense of the unit owner.
5. See Section V.C for additional provisions regarding revocation of parking privileges and re-admission.

G. Pets

1. Residents keeping dogs and/or cats on the premises must register them with the Management Office by executing the Pet Agreement Registration Form. Such pets must, likewise, be registered and inoculated as required by law.
2. Each year the resident shall submit a copy of the current certification of vaccinations to the Management Office as soon as available. Failure to submit to the Management Office a copy of the current certification of vaccinations each year gives the Board of Directors the authority to have the pet permanently removed from the premises.
3. Dangerous or exotic pets, such as monkeys, snakes, large lizards, pot-bellied pigs, and any animals that act in an aggressive or threatening manner, shall not be allowed to be kept on the premises.
4. If at any time a pet unreasonably disturbs other residents or visitors of the building (which includes but is not limited to odors or excessive noise emanating from the unit or elsewhere) or is troublesome to other residents or other pets, MECA shall have the right to have the pet muzzled or revoke the privilege of keeping the pet on the premises.
5. A hearing may be held by the Grievance Committee, or a panel appointed by it, to resolve any complaint or violation with the complaining party and the pet owner. The Board of Directors or the Executive Committee has at all times the right to order the removal of the pet from the premises, or to take such other action as it deems appropriate, at the cost of the pet owner. (See Section VI)
6. Residents shall assume full responsibility for personal injuries or property damage caused by pets owned by the residents or their guests, and each resident does hereby agree to indemnify MECA and hold it harmless against any loss, claim or liability of any kind whatsoever, arising from or resulting out of having such pet, whether that of the resident or the resident's guest, on the premises.
7. There is a limit of two dogs per unit, whether it is a one-, two- or three-bedroom unit or a unit combined with another unit. Anyone who owned more than two registered dogs prior to April 14, 1998 may continue to own those animals, but may not replace them thereafter. That is, if a resident has more than the allowed two dogs and one either dies, is given away, is lost, etc., the resident may not replace the dog if the limit of two dogs per unit is thereby exceeded.
8. No pet shall be allowed outside a resident's unit unless carried on a short leash and under personal supervision and control. The service elevator shall be used to transport a pet to and from the unit. Passenger elevators may be used only when the service elevator is out of service.
9. A dog run area is provided and maintained by MECA. A pet shall not be permitted to urinate or defecate in any common area of the premises including the building exterior, including but not limited to the walls, columns, driveways, fences, and landscaped area. By City Ordinance, pet owners are required to clean up any mess made by a pet on public property.

10. No pet shall be permitted in the Management Office, Receiving Room, Laundry Room, Windjammer Room, Community Room, Billiard Room, Fitness Room, Children's Playroom, Generation Lounge, pool area, fourth-floor recreation deck (including pool, tennis court), handball court, saunas, storage rooms, or any other amenity. A pet is not permitted to play in the halls or in any other common area.
11. Because of the size of the building and the close proximity of its residents, some common sense requirements are necessary to maintain the safety, security and tranquility of the residents. For example: the balcony shall not be used at any time as a place where a pet can relieve itself. A resident's pet shall not be left unattended for a prolonged period of time on the balcony, regardless of whether the resident is within the unit or elsewhere. Without limiting the generality of the foregoing prohibition, a "prolonged period" includes that period wherein the resident is away from the unit, whether elsewhere in the building or away from the building.
12. A resident whose pet accidentally urinates, or defecates or otherwise defaces any portion of the common areas shall immediately summon maintenance personnel so that proper clean-up can be done.
13. Breeding of animals is not permitted. Animals shall not be kept, bred or maintained for any commercial purpose.
14. Pets of visitors are subject to these rules.

H. Unit Sale Requirements

Pursuant to Article VIII, Section 1, of MECA's Declaration of Condominium Ownership, an owner wishing to sell a unit must provide or cause to be provided to, or arrange with, as may be appropriate, the Management Office not less than thirty (30) days prior to the sale of the unit, a completed Notice of Intent to Sell or Lease, together with:

1. A fully executed Application Form.
2. A legible copy of the Sales Contract, which must include the following provisions (or such other provisions as MECA may establish from time to time):
 - (a) Purchaser acknowledges receipt of a copy of the Declaration of Condominium, By-Laws and Rules and Regulations of the Malibu East Condominium, and agrees to be bound by them.
 - (b) Purchaser specifically acknowledges and agrees to abide by the following rules:
 - (i) No washer and/or dryer of any type will be installed in the unit at the time of move-in or at any time in the future, and any washer and/or dryer presently located in the unit in violation of the Declaration and these Rules and Regulations will be removed from the premises.
 - (ii) No modifications, including painting or installation of floor covering, including but not limited to AstroTurf or tile of any type, shall be made to any balcony.
 - (iii) All moves in or out will be scheduled through the Management Office and both seller and purchaser understand that no moves are permitted on Saturdays, Sundays, or on legal holidays.
 - (c) Purchaser understands that the Malibu East Condominium requires a security deposit equal to the amount set forth in section III.M of these rules, to be deposited with MECA prior to closing if purchaser's mortgage exceeds ninety percent (90%) of the purchase price of the unit, and purchaser agrees to comply with said requirement.
 - (d) Purchaser understands that the Board's waiver of the Right of First Refusal is conditioned on:
 - (i) Compliance with the Assessment Deposit requirement, if applicable,

- (ii) delivery to the Management Office of a copy of the mortgage commitment executed and signed by the lender prior to the release of the waiver, and
 - (iii) delivery to the Management Office of a copy of the RESPA, or other appropriate closing statement, on the day of the closing.
- (e) Purchaser understands that each condominium unit is entitled to only one (1) parking space in the Garage and that, due to the limited number of parking spaces, parking for a second car cannot be guaranteed.
3. A non-refundable processing fee in the amount set forth in the current Schedule A.
 4. A fully executed Move In/Move Out Requirement Form (see Section III.L for the specific requirements and deposits required for moves in or out of the building).
 5. A fully executed Confidential Information Sheet.
 6. A fully executed Credit Report Release Authorization.
 7. Arrange to obtain and provide to the Management Office a Credit Report, from one of the credit reporting agencies listed by the Management Office as being acceptable to MECA, on each person who will obtain title to the unit pursuant to the sale.
 8. Arrange for, and hold, a personal interview with MECA's Admissions Committee on a date after the Credit Report and other appropriate financial and required information have been provided to MECA. The interview shall be attended by all the purchasers and all persons 12 years or older who will reside in the unit.
 9. Such other information and/or clarifications as MECA may reasonably request, as for example, in the case of a purchaser who is self-employed, copies of his (and/or her) last two years' tax returns.
 10. Unless the complete package and all additional information have been delivered by noon on the Tuesday preceding the date tentatively scheduled for the Admissions Committee interview, the interview will be cancelled and will have to be rescheduled for a subsequent meeting date of the Admissions Committee.
 11. A picture I.D. of all the purchasers and other adults who will reside in the unit.
 12. If the seller had been paying MECA maintenance assessments and other charges through an automatic payment arrangement or other similar plan, the proposed seller/owner should cancel the automatic payment arrangement sixty (60) days prior to the anticipated closing and pay in accordance with MECA's normal check payment policy. If the seller fails to cancel sixty (60) days prior to the closing, MECA will require a sixty (60) day escrow in an amount equal to those payments made through the automatic payment arrangement during the sixty (60) day period preceding the closing. This escrow will be fully refunded at the end of sixty (60) days after verification that the account balance is zero.

I. Unit Lease Requirements

Pursuant to Article VIII, Section 1, of MECA's Declaration of Condominium Ownership, an owner wishing to lease a unit must provide or cause to be provided to, or arrange with, as may be appropriate, the Management Office not less than thirty (30) days prior to the commencement of the lease term, a completed Notice of Intent to Sell or Lease, together with:

1. A fully executed Application Form.
2. A legible copy of the Lease Agreement (it is advisable to use ABOMA Form C), which must include the following provisions (or such other provisions as MECA may establish from time to time):

- (a) “Lessee acknowledges receipt of a copy of the Declaration of Condominium, By-Laws and Rules and Regulations of the Malibu East Condominium, and agrees to be bound by them.
 - (b) The stated term of the lease shall not be for a period less than twelve (12) months.
 - (c) Lessee specifically acknowledges and agrees to abide by the following rules:
 - (i) No washer and/or dryer of any type will be installed in the unit at the time of move-in or at any time in the future, and any washer and/or dryer presently located in the unit in violation of the Declaration and the Rules and Regulations will be removed from the premises.
 - (ii) No modifications, including painting or installation of floor covering, including but not limited to AstroTurf or tile of any type, shall be made to the balcony.
 - (iii) All moves in or out of the building will be scheduled through the Management Office and both lessor and lessee understand that no moves are permitted on Saturdays, Sundays, or legal holidays.
 - (d) Lessee understands that each condominium units entitled to only one (1) parking space in the Garage and that, due to the limited number of parking spaces, parking for a second car cannot be guaranteed.
 - (e) Upon notification to the lessor and the lessee that the owner/lessor is delinquent in the payment of maintenance assessments and/or other charges due to MECA, lessee shall pay directly to MECA the rent due and payable under the lease, until the delinquency has been cured. The rents received by MECA shall be applied against the owner’s unpaid assessments and other charges. If the lessee pays rent directly to MECA, such payment shall not constitute a default under the lease.
3. A non-refundable processing fee in the amount set forth in the current Schedule A.
 4. A fully executed Moves In or Out Requirement Form (see Section III.H.5 for the specific requirements and deposits required for a move-in or move-out of the building).
 5. A fully executed Confidential Information Sheet.
 6. A fully executed Credit Report Release Authorization.
 7. Arrange to obtain and provide to the Management Office, a Credit Report from one of the credit reporting agencies listed by the Management Office as being acceptable to MECA on each person who will be a lessee of the unit pursuant to the Lease Agreement.
 8. Arrange for, and hold, a personal interview with MECA’s Admissions Committee on a date after the Credit Report and other appropriate financial and other required information have been provided to MECA. The interview shall be attended by all the lessees and all persons twelve (12) years or older who will reside in the unit.
 9. Such other information and/or clarifications as MECA may reasonably request, as for example, in the case of a lessee who is self-employed, copies of his (or her) last two years’ tax returns.
 10. Unless the complete package and all additional information have been delivered by noon on the Tuesday preceding the date tentatively scheduled for the Admissions Committee interview, the interview will be cancelled and will have to be rescheduled for a subsequent meeting date of the Admissions Committee.
 11. A picture I.D. of all the lessees and other adults who will reside in the unit.
 12. A fully executed Owner/Lessor’s Assumption of Liability, whereby the owner/lessor agrees to indemnify and hold MECA harmless from negligent acts relating to the lessee’s use of the unit and the common areas and owner/lessor shall be responsible for all damages to MECA resulting from lessee’s negligence or the acts of the lessee’s pets.

13. A fully executed Garage Authorization whereby the owner/lessor authorizes his/her tenants to use the Garage and agrees to pay the appropriate monthly charges for the number of cars indicated in the form, which charge will be included in the owner's monthly assessment.
14. A fully completed Landlord's Work Order Authorization.
15. Owner acknowledges and accepts that MECA's policy is that no new tenant will be allowed to occupy the unit if less than twelve (12) months have elapsed since the previous tenant moved into the unit.

J. Exceptions to Unit Sale and Lease Requirements

1. The Board of Directors, upon recommendation of management, may waive paragraphs 7, 8 and 9 of Section III.H. and/or paragraphs 7, 8, and 9 of Section III.I. above, in the following situations:
 - (a) A unit owner in good standing who moves from one unit to another as lessee or owner, such unit to be occupied by said unit owner.
 - (b) A lessee in good standing who moves from one unit to another as a lessee, who provides the Management Office with a proper reference from the current landlord.
2. The requirements contained in Section III.H., other than the requirements in Section III.H., paragraphs 1, 2 and 3, may be waived by the Board of Directors, upon recommendation of management, in cases of change of name(s) of the owner of a unit that does not involve any moves (such as a change in ownership from parent to child, etc.). In such case, the change in ownership shall be indicated on the Intent to Sell or Lease form.
3. The renewal of a lease is subject to the same requirements as the original lease, except that the Board may waive, upon recommendation of management, all the requirements of Section III.I., other than the requirement of paragraph 2 of Section III.I.

K. Unit Refinancing Requirements

An owner who intends to refinance his unit must provide or cause to be provided to the Management Office a copy of the mortgage commitment and, if the amount of the mortgage exceeds 90% of the value of the unit, he must comply with the Assessment Deposit requirements set forth in Section III.M.

L. Procedures for Moves In or Out of the Building

1. Provided that all requirements relating to a unit sale or a unit lease, as appropriate, have been met, the Management Office, upon receipt of all required information and the Damage Security Deposit as set forth in paragraph b. below, and completion of the forms mentioned in paragraph f. below, will schedule a moving date and reserve the loading dock and elevator.
2. A Damage Security Deposit in the form of a cashier's check, certified check or money order in the amount set forth in the current Schedule A must be delivered to the Management Office before any move in or out can be scheduled.
3. The unit owner is responsible for any damage to the common areas resulting from a move into, out of or within the building and any clean-up or repairs required because of the move. Building personnel will be assigned by the Management Office to inspect the common areas involved in a move both prior to and following each move. It is, therefore, the responsibility of the unit owner (or his authorized lessee) to see that the inspection is made upon completion of the move. Inspection and release forms are made available for this purpose.
4. Any owner or lessee who moves out shall return to MECA the common-area key(s), Garage decal(s), and locker.

5. Any unpaid charges and the charges for unreturned common-area keys, unreturned Garage decal(s) or locker, will be deducted from the Damage Security Deposit.
6. If an owner or lessee wishes to leave the unit's keys in the custody of the Management Office, the Key Indemnification and Release Form must be completed and delivered to the Management Office (see Section I.C.3).

M. Assessment Deposit

1. MECA has an interest in assuring that all unit owners pay their assessments and other charges on a current basis and that MECA is provided with sufficient equity security and collateral upon which MECA can satisfy any assessment delinquencies based on the lien provided by the Illinois Condominium Property Act. Therefore, unless waived by the Board of Directors, all purchasers of a unit who finance the purchase of the unit, or any unit owners who refinance their unit, are required to make a deposit equal to ten (10) times the monthly assessment, including cable/satellite T.V. and all other charges typically paid with the assessment, payable at the time on such unit. For units encumbered by a mortgage or other liens amounting to more than 90% of the purchase price or the value of the unit, an additional one (1) month of monthly assessments, including cable/satellite T.V. and all other charges typically paid with the assessment, shall be required for each percentage point, or fraction thereof, over 90% of encumbrance. Examples: 90.1% to 91% - 11 months' deposit; 91.1% to 92% - 12 months' deposit; 95% - 15 months' deposit; 100% - 20 months' deposit; 110% - 30 months' deposit.
2. The Board of Directors may waive the deposit requirement whenever the unit at the time of acquisition or at the time of the refinancing is encumbered by mortgages or other liens in a total amount which is 90% or less of the purchase price or the value of the unit, respectively, and thereby provides MECA sufficient equity security and collateral upon which MECA can satisfy any assessment delinquencies based on the lien provided by the Illinois Condominium Property Act.
3. The Board of Directors may, from time to time, change the amount of equity which an owner needs to have in a unit in order to waive the Assessment Deposit requirement or the amount of the Assessment Deposit required of purchasers of a unit or unit owners who refinance their unit.
4. MECA shall return the deposit set forth in Section III.M.1, together with accrued interest to the date of return, the earlier of the following: the day of the closing on the sale of any unit whereon funds have been so deposited and held, or forty-eight (48) months after the date of such deposit, provided that no MECA assessments or other charges are owed to MECA and provided that the owner has not been delinquent in any MECA payments during the twelve (12) months immediately preceding the end of the 48-month period and further provided that no special circumstances exist, such as bankruptcy of the unit owner, or the unit is subject to a foreclosure action, which in the judgment of the Board of Directors compromise the collection of current and future MECA assessments and other charges.
5. If MECA retains a deposit beyond the 48-month period for cause as described in Section III.M.4, the owner shall be entitled to the return of the deposit as soon as the account has gone without a delinquency for a period of 12 consecutive months and the special circumstances mentioned in the preceding paragraph are no longer present. When these conditions have been satisfied, the owner must send a written request to MECA asking for the return of the deposit.
6. The Board of Directors, at its discretion, shall have the power to cause funds held in such accounts in the name of a unit owner to be disbursed to MECA in payment of delinquent assessments and related legal fees and expenses owed by said unit owner. Notice to the owner will be given any time funds are so applied. If funds are so applied, the owner shall be required to replenish the deposit.

7. All the deposits received from unit owners may be held by MECA in one single account (but separate from the other MECA accounts), provided MECA shall at all times maintain records identifying the funds of each unit owner in such bank account.
8. All deposits so held shall earn interest for the benefit of the unit owner whose funds are so held, accrued from the date of deposit at the passbook savings interest rate for minimum balance savings accounts paid by the banking institution, which may vary from time to time, where said funds are kept.
9. The banking institution or an accountant hired by MECA shall confirm and determine the interest earned by the funds held for the benefit of each specific unit owner during the period of time said funds are kept in the account.
10. The Board of Directors shall adopt such other administrative procedures as it deems necessary to effect the intent and spirit of this Rule, including but not limited to a general or specific waiver of the Rule whereby, in the Board's judgment, MECA will be properly protected and secure without the deposit.

N. Maximum Occupants per Unit/Use and Occupancy Rules

1. Each unit shall only be used as a residence and shall not be regularly occupied by more than the number of persons specified hereafter:

| | |
|---|-----------|
| One-bedroom units (L and M) | 3 persons |
| Two-bedroom units (B, C, D, E, F, G, H, J, K) | 4 persons |
| Three-bedroom units (A) | 6 persons |
2. In case of lease of any unit, the persons occupying the unit shall be limited to only those persons whose names were submitted as occupants at the time of approval of the lease. When birth, death, change of marital status or other circumstance necessitates it, the names of the new resident shall be supplied to the Management Office.

O. Insurance

1. All unit owners must purchase and maintain a minimum of \$500,000 (or such other amount as may be established from time to time by the Board of Directors) of insurance coverage to cover their personal liability and compensatory (but not consequential) damages to another unit whether caused by the negligence of the owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the unit. The personal liability of a unit owner must include the deductible of the owner(s) whose unit(s) was damaged, as well as MECA's deductible, any damage not covered by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. See Section 12 (h) of the Illinois Condominium Property Act. Upon written request, the unit owner must provide MECA with a Certificate of Insurance issued directly to the Management Office of MECA.
2. If proof of coverage has not been provided within ten (10) days of a written request from MECA, MECA may then purchase insurance coverage and bill the costs to the unit owner of record, despite any overlapping coverage that may be in force. Neither the Board of Directors, MECA, the managing agent nor any of them shall be liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of the purchase of the insurance or the amounts or types of coverage obtained. All costs relating to collections, court costs, and legal fees will be paid by the unit owner.

3. Unit owners and residents shall not permit any actions, activities, tenancies, leases or licenses that may cause cancellation of MECA's insurance policies or increase the insurable risks or insurance costs of MECA. MECA may assess any additional insurance costs upon the unit owner who is responsible or whose tenant is responsible for additional insurance costs to MECA.
4. If any damage originates from a unit, the use of a unit, or a tenant's or owner's actions, which includes damage or loss of use to the common elements, limited common elements, other units, or the contents or structure of the unit itself, all costs and damages to the extent permitted by law will be borne by the owner of the unit from which the damages originated. The full cost of any deductibles that might be incurred by other owners, tenants or MECA will also be borne by the owner of the unit from which the damages originated.
5. If construction activity is to be performed in a unit, see Section III.C of these Rules as to requirements and procedures in connection therewith, including Insurance coverage required.

P. No Washer/Dryer

1. As specified in the Declaration, no washer and/or dryer or any other type of laundry equipment shall be installed in any unit.

IV. BUILDING FACILITIES AND AMENITIES

A. General Rules for All Facilities

1. These general rules apply to all the facilities unless provided otherwise in the rules applicable to the respective facility.
2. The doorman keeps all the facility keys for those facilities that do not require a common-area key. To use a facility, the key must be signed out by a resident, in person, and signed in upon completion of use of the facility.
3. The reservation of a facility must be made by a resident, in person, with the doorman or the Management Office, as appropriate.
4. The resident who makes the reservation or checks out the key must be an adult, eighteen (18) years or older, unless established otherwise by the Rules and Regulations or the Board of Directors.
5. Cancellation of a reserved facility must be made at least one hour prior to the reserved time. Failure to cancel may result in loss of privileges. Failure to claim a reserved facility within ten (10) minutes after the hour for which it is reserved voids the reservation.
6. No person or unit may use a facility for more than one hour at a time, unless there are no other reservations for the following time period.
7. No loud noise, eating, or drinking is permitted at any time.
8. The user of the facility should turn off the lights when leaving the facility and ensure that the door is locked.
9. The Board of Directors establishes from time to time the hours during which each facility is open for use as well as the opening and closing dates and hours of the facilities which are seasonal.
10. Use of any building facility is subject to these Rules as well as any other instructions or requirements established by the Board of Directors from time to time, as posted in or around the facility.

B. Bicycle Room

1. Bicycles to be stored in the Bicycle Room must be registered with the Management Office and display a current decal.
2. MECA is not liable for any loss or damage to bicycles stored in the Bicycle Room.
3. Bicycles must be transported from a resident's unit only on the service elevator, unless that elevator is out of service or reserved.
4. Children who are twelve (12) years or older may use the Bicycle Room provided that their resident parent or guardian has given a written authorization to that effect to the Management Office.

C. Billiard Room

1. No reservation is required but after a resident has enjoyed the facility for two (2) hours or more, he (or she) shall vacate the facility if other residents wish to play.
2. Billiard cues must be provided by the players.
3. Policy as to use of the Billiard Room:

Since the function of the Billiard Room is that it be used to play pool, or any other MECA-sponsored game, it is required that:

- (a) Any number of children may be in the Billiard Room, but only so long as a parent of one or more of the children is present at all times and is responsible for their behavior.
- (b) If a parent is not present, there shall be no more than three children in the Billiard Room, but in any case, an adult (18 years of age or older) must be present at all times and be responsible for their behavior.
- (c) Any individual noticing damage to the pool table, the panels, or any of the other contents of the Billiard Room shall immediately notify the Management Office, and if the office is then closed, the individual shall notify the doorman.
- (d) The Billiard Room shall be open from 6:00 a.m. to midnight.

D. Children's Playroom

1. No reservation is required.
2. This facility is designed for younger children (toddlers to early school age). The maximum age for children using the Playroom is eight (8) years old.
3. A person twelve (12) years or older must supervise and remain with the children while they are in the Playroom.
4. Management assumes no responsibility for the supervision of children in the Playroom, nor for any and all personal injury and/or property damage that may result from the use of the Playroom. Use thereof is made wholly at the Playroom patrons' own risk.
5. Individually owned toys may be used but cannot be stored in the room.
6. Smoking is not permitted.

E. Community Room

1. The Community Room is the primary meeting room for the Board of Directors and the Committees of the Board.
2. The Admissions Committee shall have preference to use said room for holding meetings with potential purchasers and lessees.
3. Subject to the preference given to the Admissions Committee, the Community Room can be reserved with the Management Office for use by other Committees of MECA or by other residents in connection with MECA sponsored meetings on a first-come reservation basis.
4. Except for the hours when the Community Room has been reserved as indicated above, it will be open daily for use by residents of MECA between the hours of 9:00 a.m. and 10:00 p.m., unless otherwise established by the MECA Board of Directors.
5. In those occasions in which the Windjammer Room is not available because some MECA activity is being conducted therein or it has been reserved by a MECA resident for a private function, any other resident of MECA may reserve the Community Room for a private function on the same day. In such case, the fees and other rules and procedures applicable to the reservation and use of the Windjammer Room will apply to the Community Room.

F. Fitness Room

1. No reservation is required, but each resident who uses the Fitness Room must sign for the key at the doorman's station.
2. Equipment should not be used if the patron does not fully understand its use. MECA assumes no responsibility for any and all personal injury and/or property damage that may result from the use of the Fitness Room. Use thereof is made wholly at the Fitness Room patrons' own risk. (See paragraph 6 below for further provisions in this regard.)
3. Weights should be stacked neatly out of the way after use, if applicable.
4. Children twelve (12) years or older may use the Fitness Room provided they are supervised by a resident parent or guardian.
5. The Fitness Room is limited to residents of MECA only.
6. Upon signing for the key on the sign-up sheet at the doorman's station, the resident signs the indemnification agreement which is included in said sign-up sheet. Furthermore, by using the Fitness Room, residents understand, state, and agree that their use of the Fitness Room and the equipment owned by MECA is of their own free will and at their own risk, and that MECA, its officers, directors, managing agent and/or employees, shall not be responsible or liable for any problems, injuries, health conditions or consequences that they may have, incur or experience as a result of their use of the Fitness Room and/or any or all of the equipment located therein. Furthermore, residents who use the Fitness Room agree to hold MECA, its officers, directors, managing agent and/or employees, harmless for any injuries, health conditions or consequences that they may incur or experience as a result of their use of the Fitness Room and/or any or all of the equipment located therein.
7. Smoking, food and beverages other than water in a closed container are prohibited.
8. No radio playing is permitted within the Fitness Room unless individual headphones are used.
9. All residents who use the Fitness Room must be properly attired. Everybody must wear shoes and shirts.
10. Residents must bring their own sweat towels.
11. Each resident who uses the Fitness Room should wipe off each machine after use. If a machine malfunctions, the user should cease using it immediately and report the problem to the Management Office or to the doorman on duty.

G. Generation Lounge

1. No reservation is required but after a group of residents have enjoyed the facility for two hours or more, they shall vacate the facility if other residents wish to play.
2. Table tennis paddles and balls are to be provided by the players.

H. Handball/Racquetball Court

1. A reservation by a resident is required, according to the following procedure:
 - (a) Court time can be reserved on a one-hour basis by a resident at the doorman's station between 6:00 a.m. and 10:00 p.m. no more than two (2) days in advance; e.g., if court time is desired for Saturday, the earliest sign-up that can be made is 6:00 a.m. on Thursday.
 - (b) After 5:00 p.m. on weekdays, only adults (18 years or older) may use the court.

- (c) Reservations are limited to three (3) one-hour periods per week per unit. This rule does not apply to non-reserved court time.
- (d) At least one player on the court must be a resident.
- 2. Only reservations for handball, racquetball, and paddleball are permitted. No hardballs are allowed on the court (e.g., golf balls, baseballs, basketballs, etc.).
- 3. No reservation can be made for individual practice.
- 4. Gym shoes must be worn on the court at all times.

I. Laundry Room

- 1. The Laundry Room is limited to MECA residents only.
- 2. The use instructions printed on each machine should be followed.
- 3. Persons shall be in the Laundry Room only for the purpose of performing laundry functions.
- 4. Dyeing clothes shall be permitted only in machines specified for that purpose.
- 5. Clothing shall be promptly removed upon the completion of the cycle.
- 6. Anyone requiring use of a machine may remove unattended clothing after normal completion of that machine's cycle.
- 7. All machines must be cleaned of lint after use, if possible.
- 8. Users who leave clothing and personal items unattended, do so at their own risks. MECA is not liable for loss or damage of any item.
- 9. No machines may be reserved in any fashion.
- 10. Pets are not allowed in the Laundry Room.
- 11. The hours when the Laundry Room will be open for use shall be set by the MECA Board of Directors.
- 12. Tables and countertops shall be used only in connection with washed laundry. Therefore, unwashed laundry shall not be placed on the tables or countertops.

J. Pools and Other Recreational Areas on the Fourth-Floor Deck

- 1. Any person using the pools does so at his or her own risk.
- 2. MECA may, but is not obligated to, hire lifeguards for the pool area. At all times during which a lifeguard is on duty, said lifeguard shall have full authority over the pools and adjacent areas. All decisions of said lifeguard relating to the safety and welfare of pool patrons and of violations of pool rules will be final at all times.
- 3. Any person failing to obey the lifeguard or the pool Rules and Regulations will be required to leave the pool area and shall be reported to the Management Office. Violations of pool rules by pool patrons, which include the failure to follow the directives of the lifeguard on duty, if any, with respect to the safety and welfare of pool patrons, may result in grievance action against, and/or loss of pool privileges by, any such patron.
- 4. Each unit resident will receive a pool tag. No unit will receive fewer than two pool tags. The lifeguards will accept the most current pool tags, which must be worn at all times where they are clearly visible. Any approved sign-in procedures must be followed.

5. Residents are allowed two (2) guests per unit and are responsible for the conduct of their guests. All such guest pool tags may be issued subject to the discretion of Management.
6. Smoking is not permitted in the pool enclosure area.
7. Use of the pool requires everyone to shower before entering the pool.
8. All swimmers using the pools must wear proper swimming attire, and persons in cut-off jeans are not permitted in the pools. Street shoes are not permitted within the glass-enclosed area. Swimmers of either sex with long hair (shoulder length or longer) must wear caps in the pools.
9. Only one (1) mat per resident or guest is permitted, and mats cannot be reserved. Each mat must be covered with a towel, to be furnished by the resident or guest, and the mat must be returned to the lifeguard when that person leaves the pool enclosure area.
10. Food, beverages and glass or metal containers are not permitted in the pool enclosure area.
11. No radios, unless equipped with earplugs, are permitted in the pool enclosure area.
12. Running and non-water games (e.g., ball throwing, Frisbee throwing) are not permitted in the pool enclosure area.
13. Lifeguards will allow unattached flotation devices only when used in conjunction with attached devices such as water wings, life jackets, etc. Unattached flotation devices are not to be allowed as sole-support safety devices. Floating mats or chairs are forbidden.
14. A responsible person at least twelve (12) years of age, who can swim, must supervise all children under the age of twelve (12). However, children between the ages of five and eleven will not require a supervisory person to accompany them if they can pass a swimming test. The swimming test requires that the child can swim two lengths (one lap) of the pool without support devices. Lifeguards are not permitted to be children's babysitters.
15. Hair should not be combed near the pool's edges to ensure better operation of the filter system.
16. At the beginning of each hour, the lifeguard may clear the pools for ten (10) minutes so that lap swimmers may have the opportunity to swim laps and sunbathers to get wet. The break can be shortened at the discretion of the lifeguards.
17. No private pool parties will be allowed.
18. Privileges to use the pools shall be denied to owners (or their lessees) of units who are delinquent in the payment of MECA assessments and other charges.
19. Neither barbecuing nor any preparation of food is permitted on the fourth floor unless it is done in conjunction with a MECA-sponsored party, or specifically approved by MECA.
20. No animals of any kind are allowed on the entire fourth-floor area.
21. Residents or their guests must properly dispose of waste in the refuse containers provided.
22. Residents and their guests who are dressed in only swimming attire must use the service elevator, unless it is out of service or reserved.
23. No running, roller skating or roller blading, or any other activity which may be dangerous to other residents, shall be conducted on the fourth-floor deck.

K. Saunas

1. No reservation is required.
2. Residents using the saunas must sign for the key for this facility from the doorman.

3. Children should be accompanied by an adult eighteen (18) years or older.
4. Limit of two (2) guests per unit at any one time.
5. For one's protection, the sauna instructions should be read and followed carefully.
6. No adjustments or changes should be made on the heating unit.
7. The sauna should be turned on twenty (20) minutes before use.
8. Towels should be used on sauna benches.
9. The only sauna that maybe used by residents of both sexes, is located in the lower level washroom, next to the Handball Court. Users of this sauna must be at least eighteen (18) years of age.
10. The sauna should be turned off when the resident leaves.
11. Smoking, food and beverages are prohibited.
12. Persons using the sauna must be properly attired.
13. Persons using the sauna must bring their own towels.

L. Storage Lockers Assigned to Units or Leased by Individual Residents

1. Neither foods nor other perishable items nor any corrosive liquid, flammable compressed gas, hazardous chemical, highly toxic materials, oxidizing materials, potentially explosive chemicals, radioactive materials or flammable liquids, nor any ammunition, paint thinner, cleaning fluid, nor any otherwise potentially dangerous items may be kept in storage lockers.
2. No storage of any kind is permitted in the aisles between storage lockers, and any items found in the aisles shall be disposed of immediately.
3. MECA is not liable for loss or damage to the contents of storage lockers.
4. Storage lockers are assigned only by the Management Office and are subject to reassignment by the Management Office at all times. Any storage locker taken for use without being so assigned by the Management Office is subject to immediate entry, including the removal and disposal of its contents.
5. Keys to storage areas assigned to units must be signed out from the doorman and must be returned within a reasonable period of time.
6. Storage lockers in the commercial unit may be leased through the Management Office, when available, for a monthly rent in an amount to be determined by the Board of Directors. Residents need to sign the appropriate Storage Lease Agreement.
7. Only MECA owners or their lessees may lease the storage lockers in the commercial unit, unless the Board of Directors decides otherwise.

M. Tennis Court

1. A reservation is required, according to the following procedure:
 - (a) Court time can be reserved on a one-hour basis by a resident at the doorman's station between 6:00 a.m. and 10:00 p.m. no more than two (2) days in advance, e.g., if court time is desired for Saturday, the earliest sign-up that can be made is 6:00 a.m. on Thursday.
 - (b) Only reservations for use by adult residents (18 years or older) are permitted during prime time. Prime time is from 6:00 a.m. through 9:00 a.m., and from 5:00 p.m. to nighttime on weekdays, plus all day on weekends and holidays.

- (c) Players are limited to one (1) hour daily, unless it is non-reserved time.
 - (d) A resident cannot reserve more than two (2) weekdays per week during the same hour.
 - (e) At least one of the players on the court must be a resident.
2. No reservation can be made for individual practice.
 3. Only use for tennis is permitted.
 4. Tennis shoes and proper attire must be worn on the court at all times.
 5. If any resident under the age of 18 or any guest under the age of 18 uses the tennis court for any activity other than tennis, he/she must be accompanied by an adult (18 years of age or older). Whether an activity other than tennis is permissible on the tennis court shall be subject to the discretion of management, the lifeguard and/or on-duty building security personnel.

N. Windjammer Room

1. To reserve the Windjammer Room, a resident unit owner or a lessee must sign the Windjammer Room Reservation Form available at the Management Office specifying among other things (a) the time and date requested, (b) the number of guests expected, and (c) the purpose of the event. After the Reservation Form has been submitted, reservations will become effective only upon:
 - (a) Receipt by the Management Office of the Room Fee and the Damage Deposit, and
 - (b) Confirmation by the Management Office of the reservation.
2. Any resident unit owner or lessee who reserves the Windjammer Room for a private party must pay in advance a room fee in the amount set forth in the current Schedule A. In addition, a non-interest bearing deposit in the amount set forth in the current Schedule A will be required with the reservation application, to cover such charges as extra clean-up, damage, repairs, etc., which are incurred or are required as a result of said event.
3. When planning an event, any owner or lessee should consider these Rules as well as those included in the Windjammer Room Reservation Form.
4. No application for the use of the Windjammer Room will be processed if the unit owner is delinquent in the payment of maintenance assessments and other charges.
5. A list of all guests expected to attend the event must be provided to the Management Office by the person reserving the Windjammer Room no later than two (2) days prior to the event.
6. The use of the Windjammer Room is strictly limited to private parties given by MECA resident unit owners or lessees. If the purpose of the use of the room is misrepresented in any way, the reservation may be canceled and future use of the room restricted or not permitted.
7. In order to schedule sufficient Garage space, the person reserving the Windjammer Room shall be responsible for notifying the Garage Manager of the approximate amount of guest parking required for the event at least four days prior to the event. The approximate time of arrival and departure of guests should also be provided.
8. The unit owners and/or lessees are responsible for all damage occurring to the Windjammer Room and adjacent areas during the use of said room.
9. The use of the Windjammer Room is also subject to such other requirements as may be established by the MECA Board of Directors from time to time.

V. GARAGE

A. General Rules

1. The MECA Garage shall be managed by MECA or by a Garage management company contracted by MECA as an independent contractor or in such other manner as the Board of Directors may decide from time to time.
2. Only Garage employees, whether employed directly by MECA or by the Garage management company, may have access to and operate Garage equipment.
3. All parkers are required to comply with all state and local laws and ordinances regarding vehicle registration, licensing and insurance.
4. Insurance regulations prohibit resident valet parkers from driving, parking or retrieving any cars, including their own car, at any time, except that resident valet parkers who have put their names on the Sign-up Sheet will be permitted to retrieve their vehicles between the hours of 5:00 a.m. to 9:30 a.m. from Monday through Saturday, or pursuant to such other procedures and/or schedule as the Board of Directors may establish from time to time.
5. Parkers assume all liability for damage to vehicles while they are being driven by anyone other than a Garage employee.
6. In order to obtain parking privileges for a vehicle, registration of the vehicle with the Garage office is necessary. Upon registration a decal will be issued which must be affixed by the Garage Manager (or the staff person authorized by the Garage Manager) on the inside lower left-hand side (driver's side) of the windshield of the vehicle.
7. ANY CAR NOT DISPLAYING A CURRENT DECAL WILL BE CHARGED THE POSTED HOURLY PARKING RATE.
8. Monthly parking privileges and/or decals are not transferable to other persons at any time. A monthly parker may not allow anyone, including relatives or friends, to "use his space" when his car is not in the Garage.
9. Decals must be returned when a vehicle is sold or traded, or when monthly parking is canceled. If a decal is not returned, the parker will be charged the amount set forth in the current Schedule A.
10. Parking is not permitted in such a way as to block or hinder the movement of other cars.
11. Anyone observing faulty Garage equipment or vehicles should notify the Garage Manager or the staff immediately.
12. Residents may pay for their guests' parking fees by affixing a coupon to the Garage claim check. Only cash or coupons will be accepted as payment for guest parking. Coupons must be presented before the car is retrieved. See Section V.E, Coupon Program, for details.
13. There are no in-and-out privileges for vehicles parking on an hourly basis.
14. Parkers assume liability for personal property left in their car(s). MECA, its Board of Directors and its agents or employees have no responsibility or liability for any personal property missing from vehicles parked in the Garage, including but not limited to cellular telephones, radar detectors, CB radios, cash, etc.
15. Parking is not permitted on the ramps, driveways, nor near the building entrance doors, not even for a "few moments," and cars parked in such places will be towed without notification.

16. Carts are available by the Doorman Station to facilitate loading and unloading of bulky items. The cart should be returned as soon as possible so that it will be available for other residents. Loading and unloading should be done in the designated area on the main floor at the east end of the entrance. Keys must be left in the unlocked vehicle, whether the parker is a self-parker or a valet parker. The time limit is ten (10) minutes. If left for a longer period, the vehicle will be removed.
17. Certain sizes and types of vehicles may be denied access to the Garage if they cannot be safely parked, or if they take up more room than a normal vehicle. The acceptable maximum dimensions of a vehicle are: a height of 6 feet, 8 inches; a length of 18 feet; a width of 7 feet, 8 inches; therefore, no trucks, limousines, oversized vans, etc., will be allowed to be parked in the Garage. Any vehicle using more than one (1) space will be billed for two (2) spaces.
18. If the Garage Management determines that a vehicle is unsafe to drive in the Garage (e.g., bad brakes, no horn, no lights) the vehicle will be so tagged and will not be permitted into the Garage until all safety defects have been corrected.
19. Because of noise pollution created by car alarms, only those valet and guest parkers who switch off the noise-generating alarm will be permitted to park in the Garage.
20. No commercial vehicles (for example, no taxicabs, limousines, etc.) will be allowed to park in the Garage.
21. When entering the Garage, valet and guest parkers must pull their vehicles up all the way to the stop yellow line near the end of the entrance lane. If a car is already stopped there, the parker should pull up directly behind that vehicle.
22. There are several categories of vehicle parking: valet parking, preferred valet parking, tandem self-parking, and single self-parking.

B. Registration Procedures for Monthly Parking

1. Residents are entitled to contract to park one car per unit on a monthly basis provided that the unit is in good standing with MECA. Monthly parkers are entitled to unlimited in-and-out privileges. Vehicles must be registered in the name of the resident.
2. The parking privileges of any lessee or any other parker derive from the unit owner and the unit owner is responsible for paying all parking charges.
3. The unit owner's written authorization/agreement is necessary before a lessee can obtain parking privileges or his name can be added to the Second Car list, the Tandem Self-Park or the Single Self-Park lists. All payments for parking will be billed to the unit owner.
4. Additional vehicle(s) may be parked in the Garage on a monthly basis to the extent and for as long as space is available and pursuant to the waiting list procedure.
5. If the Garage becomes fully occupied and cars need to be excluded from the Garage, second, third and/or fourth cars will lose monthly privileges on "the last one in/first one out" basis to accommodate the first vehicle of a unit.
6. Application forms are available in the Garage Office and the Management Office. Completed applications should be returned to the Garage Manager, along with payment for the first month's parking charges in the form of a check or money order made payable to MECA.
7. The Garage Manager will process the application and will notify the resident of approval and the assigned location. A decal will be issued indicating the assigned location.

8. Only MECA or the Garage Manager may assign or change the permanent parking location of a registered vehicle. Garage attendants are specifically prohibited from assigning locations, and any assignment or change made by them is invalid.
9. It is the responsibility of the monthly parker to notify the Garage Manager, in writing, of any vehicle change, the temporary use of a loaner or substitute vehicle, and if the registered vehicle is being repaired. Otherwise, (as stated in Section V.A.7) vehicles not displaying a current decal will be charged the posted hourly parking rate.
10. Monthly parking assessments (and any other charges as set forth by MECA) are included in each unit owner's monthly statement from MECA, and MECA's late-charge and delinquency rules apply to them. All payments must be made to MECA and no payments can be made to Garage Management or to the Garage attendants. Current MECA rules state that payment is due no later than the first day of the month, whether or not a statement has been received. There is a monthly late charge for delinquent payments. Any payment not received by MECA by the 15th of the month is considered delinquent and may result in the imposition of a late charge. (See Section III.F).
11. Payment of monthly parking assessments and charges is due on a continuous basis until the parking arrangement is terminated in writing and the decal is returned or the decal charge set forth in Section V.B.10 has been paid, unless a police report or other official written evidence has been presented to the Garage Manager proving that the decal is destroyed or is otherwise unavailable.

C. Revocation of Parking Privileges

1. Parking privileges will be revoked for violations of the Rules as set forth in Section V.K.
2. Parking privileges for any unit will be immediately revoked if:
 - (a) The unit owner is delinquent in the payment of his MECA maintenance assessments and other charges for two (2) months or more, or
 - (b) The unit owner has been delinquent for two (2) or more months and becomes delinquent again for any one (1) month during a period of twelve (12) months following the original delinquency, or
 - (c) A unit owner, who is in bankruptcy or whose unit is the subject of a foreclosure action, becomes delinquent in any payment to MECA.
3. Parking privileges will be immediately revoked for one (1) year for any unit for which the account has been twice delinquent for a two (2) month period within a twelve (12) month period.
4. In case of a revocation of parking privileges, parking coupons will not be accepted. In addition, no guests of the unit will be permitted to park in the Garage.
5. Re-admission to the Garage following revocation of parking privileges pursuant to Section V.C.2. will only be allowed upon the determination that the unit owner no longer has any delinquency, and the payment of a security deposit equal to one (1) month's assessment, including cable/satellite T.V., parking charge and all other charges typically paid with the assessment. Re-admission to the Garage following revocation of parking privileges pursuant to Section V.C.3. will only be allowed upon the determination that the unit owner no longer has any delinquency, and the payment of a security deposit in the amount of two (2) months' assessments, including cable/satellite T.V., parking charge and all other charges typically paid with the assessment. If there are no subsequent delinquencies, the deposit will be returned after twelve (12) months, upon written request.

D. Monthly Parking Cancellation Procedures

1. To cancel parking, the parker must provide either the Garage Management or the Building Management Office with a written parker cancellation plus the decal NO LESS THAN THIRTY (30) DAYS PRIOR to the proposed date of the cancellation. Cancellation forms are available from the Garage Manager. If the thirty (30) day cancellation period expires on or before the 15th day of a month, the unit owner will be charged one half of the monthly parking assessment for that month. If the thirty (30) day cancellation period expires after the 15th day of the month, the owner will be charged the full monthly assessment.
2. The vehicle decal must be returned to the Garage Manager at the time the written cancellation form is provided and the parker will be issued a temporary hangtag for the parking period remaining until the parking termination date. If a decal is not returned, there will be a charge in the amount set forth in the current Schedule A.
3. If these procedures are not followed, a "No Effective Cancellation" will occur and the parker will continue to be responsible for monthly parking assessments until a proper cancellation is made.

E. Coupon Program

1. Coupons for residents who wish to pay for their guest's parking fees are available for purchase in the Management Office. Coupons must be paid for at the time of purchase. They are available only in pre approved denominations and quantities.
2. Guests' parking fees may be paid by affixing the appropriate coupon(s) to the Garage claim check BEFORE the car is retrieved.
3. The arrival time will be stamped on the claim check so that the length of stay may be calculated and the appropriate amount of coupons applied. In those instances where the length of stay exceeds the value of the coupon(s), the guest will be charged for the difference at hourly guest rates. No change will be given if the value of the coupons exceeds the actual parking charge.

F. Valet Parking Procedures

1. Under the valet parking system, only Garage attendants may drive, park and retrieve cars. Valet parkers are not permitted to drive, park or retrieve their cars at any time, except as stated in Section V.A.4.
2. Preferred parking is available at a premium for valet parkers. "Preferred parkers" may accompany the Garage attendant when the vehicle is being parked, and it will be locked at the request of the owner, provided the movement of other vehicles is not blocked or hindered. This service carries an extra monthly fee as set forth by the Board of Directors from time to time. A thirty (30) day prior notice of cancellation is required to cancel Preferred Parking.
3. Damage claims will not be honored from resident valet parkers who have parked or retrieved their own vehicles.
4. Except during late night and early morning hours, the overhead door will open automatically upon entry. Vehicles should be pulled forward and stay to the right so as not to disrupt traffic flow. THE IGNITION KEY MUST BE LEFT IN THE VEHICLES.
5. In order to have the Garage attendant retrieve a vehicle, he must be given the color, make, model, assigned area, and license plate number of the vehicle.
6. Upon exiting during security hours, the Garage door will open only when activated by a Garage attendant. Non-employees are not permitted to activate the door-opening switch. The cooperation of all Garage customers is required to help maintain Garage security.

7. Valet parkers need to understand that sometimes a vehicle may be somewhat inaccessible and, consequently, it will take a little longer to deliver.

G. Damage Claims (for Valet Parkers Only)

1. If a car is damaged in the Garage, the Garage Manager (or, if he/she is not available, a Garage attendant) must be notified of this fact before the car leaves the Garage. It is imperative that the owner or driver of the car files the claim report IMMEDIATELY. CLAIM REPORTS FOR DAMAGES WILL NOT BE ACCEPTED UNLESS COMPLETED BEFORE THE CAR IS DRIVEN FROM THE GARAGE. THERE ARE NO EXCEPTIONS TO THIS POLICY. Parkers should take the time to inspect and walk completely around their car before leaving the Garage.
2. The procedures for damage claims are set forth in a separate form referred to as "Damage Claim Procedures," which may be obtained from the Garage Manager. Said procedures may be changed from time to time.
3. Because they can happen anywhere, neither the Garage Management nor MECA is responsible for door nicks, dings, scrapes and dents on colored bumpers or bumper strips, and similar damage.
4. Neither the Garage Management nor MECA can be responsible for mechanical damages or failure, or for any damage resulting from battery charging, tire inflation or other Garage services provided at no cost. Residents are expected to sign the appropriate liability disclaimer before any service can be done on their vehicle by any Garage employee.

H. Self-Parking Procedures

1. Self-parking of cars is permitted only by persons authorized to park in a self-parking space.
2. Self-park stalls are only available to building residents who are current (and remain current) in the payment of their MECA maintenance assessments and charges. Only one self-park stall is allowed per unit, except for stalls assigned before the date these rules became effective. The use of more than one self-park space per unit will be eliminated by attrition.
3. NEITHER THE GARAGE MANAGEMENT NOR MECA WILL HONOR DAMAGE CLAIMS FOR SELF-PARKED CARS.
4. Self-parkers are not permitted to drive any car other than their own or the car that they share a tandem space with. The vehicle registered with the Garage office is the only vehicle authorized to park in the assigned space. Any self-parker who has a loaner car must report it to a Garage attendant to receive a proper hangtag. If the loaner car is needed for an extended period of time, it must be reported to the Garage Manager and comply with the rules relating to Occasional Cars. See Section V.I.
5. Self-parkers are not permitted to park their cars in other than their assigned space.
6. Self-parkers may not obstruct access to their assigned self-park space when their car is not in the Garage by means of cones, garbage cans, etc. Such action will result in the automatic and immediate termination of self-parking privileges.
7. Residents who are in good standing in the payment of their MECA maintenance assessments and charges and wish to apply for a self-parking space should notify the Garage Manager of their interest. The following procedure will then be implemented:
 - (a) The Garage Management maintains two waiting lists: one for tandem self-parkers; a second one for single self parkers. The lists are maintained by the Garage Manager and are posted on the glass of the Garage Office. Every month the Garage Manager shall send a photocopy of the waiting list to the Building Manager and to the President of MECA.

- (b) Upon communication by the resident to the Garage Manager, the name of the applicant will be placed at the bottom of the Tandem Self-Parking Waiting List, indicating the date such application is made.
 - (c) As soon as a self-parking space becomes available, the Garage Manager shall contact the person whose name appears at the top of the list. Residents must advise the Garage Manager within three (3) days whether they are willing to accept the assigned location.
 - (d) Residents who refuse a particular self-parking space can still maintain their position on the list and wait for another space. Waiting list placement is, however, lost after two (2) refusals.
 - (e) Tandem self-parkers who are in good standing in the payment of their MECA maintenance assessment and charges may request to be placed on the Single Self-Parking Waiting List. Thereafter, the procedure indicated in paragraphs c. and d. above will be followed.
 - (f) In order to be added to the Single Self-Parking Waiting List, a resident must be either a tandem self-parker or have reached the top of the Tandem Self-Parking Waiting List and chosen to not accept the assigned tandem space but accepted to be billed for tandem self-parking assessments.
 - (g) The Garage Manager shall assign the specific location, based on the size of the car and other appropriate Garage requirements. Parking in any other location will result in the withdrawal of self-parking privileges.
8. No resident has a right to a specific parking space. From time to time, it may be necessary for a self-parker to be assigned a space in an alternate location. When such a transfer is necessary, the Garage Manager will notify the car owner of the situation and the new space assignment. An example of such a situation might be when a car owner purchases a new car of a different size.
 9. Parking on ramps or in aisles will not be permitted and will result in loss of self-parking privileges.
 10. Safety requires all self-parkers to drive cautiously and make stops at the top and bottom of the ramp. LIGHTS MUST BE ON WHEN DRIVING IN THE GARAGE AND HORNS SHOULD BE SOUNDED AT ALL BLIND SPOTS. MAXIMUM SPEED IN THE GARAGE IS 5 M.P.H.
 11. WHEN A RESIDENT MOVES OUT OF THE BUILDING, SELF-PARKING PRIVILEGES EXPIRE AND THE SPACE WILL BE ASSIGNED TO ANOTHER RESIDENT.
 12. Self Parking SPACES ARE NOT TRANSFERABLE UNDER ANY CIRCUMSTANCES.
 13. Garage attendants will not park cars in self-parking spaces.

I. Occasional Cars

Residents who either own or have use of a car other than the one or ones registered to them in the Garage, and who need to substitute temporarily the unregistered car, may bring said car (“the occasional car”) into the Garage for a short period of time under the following conditions:

1. The occasional car must be registered with the Garage Manager. In such case, parkers will be issued a hangtag or such other form of car identification as the Board may decide from time to time.
2. In the case of two-deep tandem self-parking, the occasional car must always be parked at the rear of the shared spaces.
3. Garage privileges will be revoked for such periods as MECA may determine if this privilege is abused, i.e., the occasional car is brought into the Garage without displaying the required identification or the registered car is parked at the same time as the occasional car. No parker will be permitted to abuse this rule by changing vehicles too frequently (more than twice within any three (3) month period).

J. Weekly Parking

Residents may be entitled to park vehicles in the Garage on a weekly basis with in-and-out privileges by applying with the Management Office for such service and paying in advance the appropriate fee for said service.

K. Violation of Garage Rules and Enforcement

1. Violations of the rules include, but are not limited, to the following:
 - (a) Driving a car without lights, brakes, or horn or in any otherwise unsafe condition.
 - (b) Ignoring posted Garage signs.
 - (c) Driving too fast.
 - (d) Parking of unauthorized cars in the Garage.
 - (e) Unauthorized use of Garage equipment.
 - (f) Parking self-park cars in an unauthorized space.
 - (g) Parking or retrieving cars in the valet parking areas except as stated in Section V.A.4.
 - (h) Inflicting damage to cars and/or Garage equipment or property.
 - (i) Supplying fraudulent information on an application form or damage claim form.
 - (j) Delinquency of sixty (60) days in payment of MECA assessments or other fees and charges.
 - (k) Abusive behavior toward Garage personnel or fellow parkers.
 - (l) Refusal to exchange keys with the owner of a car sharing a double space in tandem parking areas.
 - (m) Repeated failure to lower the volume of the vehicle radio when entering the Garage.
2. Anyone violating Garage parking rules may be subject to the withdrawal of parking privileges. As a general principle, only repeated violations of Garage rules will result in revocation of parking privileges; nevertheless, in cases involving safety of, or danger to, the personnel or fellow parkers and in cases involving fraud or dishonesty, or delinquency in the payment of MECA assessments and other charges or other serious violations of the parking rules, the parking privileges may be revoked immediately.
3. Garage customers should not discuss employee relations, Garage policy, or procedures with Garage attendants.
4. Any or all Garage privileges may be suspended or revoked by Garage Management or MECA for violation of rules. All grievances regarding suspension or revocation of garage privileges or otherwise resulting or arising from the use of the Garage, shall be handled through the Management Office and the usual MECA grievance procedures apply to them.

VI. POLICIES AND PROCEDURES REGARDING ENFORCEMENT

A. Violations

Due to the realities of living in a high-rise condominium, disputes between residents will arise and violations of the Declaration and the Rules will occur. The Rules in this Section VI should be viewed as an avenue to resolve those disputes only after attempts to resolve them by the parties involved have proven unsuccessful and the disputes involve infractions or violations of MECA's Declaration, By-laws, or Rules and Regulations that affect MECA as a whole.

1. In any event, any complaint regarding an alleged violation must be in writing before Section VI applies.
2. If the alleged violation involves an immediate threat to a person's health or welfare, that individual should contact the appropriate authorities.

B. Pre-Grievance Fact Gathering

Upon receipt by the Management Office from a resident or employee of MECA of a written complaint alleging a violation of MECA's Declaration, By-Laws, or Rules and Regulations, the Management Office shall gather all pertinent facts and allegations relative to the complaint, if not already provided. The complaint shall contain, as nearly as possible, the following:

1. The name, address and phone number where the complainant can be reached.
2. The name, address and telephone number of the alleged violator, as well as the name, address and telephone number of the responsible unit owner if different from the alleged violator. In addition to the unit owner being responsible for his or her own conduct, the unit owner is also responsible for all residents of his unit (including tenants), as well as employees, contractors and guests of such unit owner.
3. The specific details or description of the alleged violation, including date, time and location of the alleged violation.
4. A statement by the complainant that he or she shall cooperate in the enforcement procedure and shall provide testimony at a hearing if necessary.
5. The date on which the complaint was made.

C. Grievance Process

After gathering the information referenced in Section VI.B, as nearly complete as possible, the Management Office will forward the complaint to the Executive Committee. The Executive Committee may choose to proceed no further or, in the alternative, to proceed as follows:

1. The Executive Committee may direct the Management Office to send the complaint to the person(s) set forth in Section VI.B.2, above, together with a notice of a hearing, setting forth the date, time and location thereof in said notice. The date of such hearing shall generally be at the next scheduled Grievance Committee meeting, which typically takes place immediately before the next scheduled Board meeting.
 - (a) The Grievance Committee shall conduct the hearing.
 - (b) If the alleged violator desires to contest the matter, the alleged violator shall submit a written answer to the Management Office not less than five (5) days before the scheduled hearing. The written answer is required in addition to the alleged violator's appearance at the hearing.

(c) After the hearing, the Grievance Committee shall advise the Board of Directors of its findings and its recommendations, if any, as to a fine, legal costs, expenses and fees, repair costs or other damage recoveries. The Board of Directors shall determine the action to be taken and shall notify the parties accordingly. Any fine, legal costs, expenses and fees, repair costs or other damage recoveries shall be paid within thirty (30) days of notice thereof, unless the Board of Directors establishes otherwise.

2. If the alleged violation is such that immediate or irreparable consequences may occur by delay, or other such circumstances dictate, the Executive Committee or the Board of Directors may elect to forward the matter to MECA's legal counsel for appropriate action. All legal expenses, costs and fees shall be charged to the unit owner if the Board finds that the alleged violation did occur.

D. Notices

Notice provided for in Section VI.C.1 and VI.C.1(c) is deemed made either:

1. By personal delivery at the time of delivery; or
2. By mail following two (2) days after deposit in the United States mail, provided it is sent both by regular first class mail and by certified mail with return receipt requested, postage prepaid, provided further that either the return receipt has been signed and returned or that the regular mail has not been returned to MECA as undelivered.

(a) Mail to MECA is to be addressed to:

Malibu East Condominium
6033 N. Sheridan Road
Chicago, IL 60660

With a copy to:

Malibu East Condominium
Attention: Board of Directors
6033 N. Sheridan Road
Chicago, IL 60660

(b) Mail to the complainant is to be addressed as set forth in Section VI.B.1, or at such other address as may be available to MECA.

(c) Mail to the alleged violator(s) is to be addressed as set forth in Section VI.B.2, or such other address as may be available to MECA.

E. Fines

Unless the Rules specifically set forth the fine applicable to the violation, the minimum fine shall be one hundred dollars (\$100.00), which amount may be increased, depending upon factors that include, but are not limited to, the number of times the violator has committed the violation, the severity of the violation and the length of continuation of the violation, provided, however, that in all instances the fine shall be reasonable.

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SCHEDULE A – MALIBU EAST CONDOMINIUM RULES AND REGULATIONS

As of January 1, 2015

I. CHARGES AND FEES MENTIONED IN THE RULES

| | <u>Section</u> | <u>Page</u> | <u>Amount</u> |
|---|-----------------------|--------------------|----------------------|
| 1. Unreturned Common-Area Key/Fob | Section I.D.1.a | [p.3] | \$50.00 |
| 2. Lost Common-Area Key/Fob | Section I.D. 1.d | [p.3] | \$50.00 |
| 3. New Common-Area Key/Fob | Section I.D.1.f | [p.3] | \$10.00 |
| 4. Extra Common-Area Key/Fob | Section I.D.1.g | [p.3] | \$100.00 |
| 5. Deposit for Temporary Common-Area Key/Fob | Section I.D.2.c.ii | [p.4] | \$100.00 |
| 6. Deposit for Sale of Furnishings | Section III.E.3 | [p.9] | \$100.00 |
| 7. Maintenance Assessment Late Charge | Section III.F.2 | [p.10] | \$60.00 |
| 8. Threshold Amount for Assessing Late Charge | Section III.F.2 | [p.10] | \$100.00 |
| 9. Returned Checks | Section III.F.2.c | [p.10] | \$50.00 |
| 10. Unit Sale Processing Fee: Buyer | Section III.H.3 | [p.13] | \$200.00 |
| 11. Unit Sale Processing Fee: Seller | Section III.H.3 | [p.13] | \$200.00 |
| 12. Unit Lease Processing Fee: Lessor | Section III.I.3 | [p.14] | \$200.00 |
| 13. Unit Lease Processing Fee: Lessee | Section III.I.3 | [p.14] | \$200.00 |
| 14. Move-in Fee | | | \$200.00 |
| 15. Move-out Fee | | | \$200.00 |
| 16. Move-in or Move-out Damage Security Deposit | Section III.L.2 | [p.15] | \$200.00 |
| 17. Assessment Deposit for Financed Units | Section III.M.1 | [p.16] | (see Rule III.M.1) |
| 18. Required Owner's Equity (no Assessment Deposit) | Section III.M.2 | [p.16] | 10% or more |
| 19. Windjammer Room Rental Fee | Section IV.N.2 | [p.25] | \$160.00 |
| 20. Windjammer Room Rental Damage Deposit | Section IV.N.2 | [p.25] | \$200.00 |

II. CHARGES AND FEES FOR OTHER ITEMS AND SERVICES PROVIDED BY MECA AND NOT MENTIONED IN THE RULES

| | |
|---|---|
| 1. Replacement of Lost Pool Tag | \$15.00 |
| 2. In-Unit Repairs | \$12.50 per 15 minutes per man, plus materials (Minimum charge is \$25.00) |
| 3. Extra Copy of Declaration | \$10.00 |
| 4. Extra Copy of Rules | \$10.00 |
| 5. Extra Copy of Current Budget | \$10.00 |
| 6. Extra Copy of Sales or Lease Package | \$10.00 |
| 7. ABOMA Lease Form | \$2.00 each |
| 8. Processing Fee for Refinanced Unit | \$75.00 |
| 9. Expedited Processing Fee for Refinanced Unit | \$125.00 (48 hours' notice or less) |
| 10. Providing Disclosure Statement or other documents on an expedited basis (48 hours' notice or less) | \$50.00 |
| 11. Other changes in occupancy (e.g., additional resident) | \$75.00 |
| 12. Fax received or sent, or copy of email | \$3.00 per page |
| 13. Photocopies | \$0.25 per page |
| 14. Locker Clean-up | \$12.50 per 15 minutes per man, plus materials (Minimum charge is \$25.00) |
| 15. <u>Extra Storage Locker Spaces</u> (Subject to change each January) | Single: \$51.00 per month Double: \$100.00 per month Triple: \$133.00 per month |
| 16. Unreturned Decal upon Parking Cancellation | \$50.00 (line added on 1/9/15) |

Inserted in the January 2015 issue of the Dialogue and emailed or mailed to nonresident owners on January 6, 2015. This replaces all previous versions of Schedule A to the Malibu East Condominium Rules and Regulations.

The Malibu East Rules and Regulations are available online at www.MalibuEast.org under the "Reference" tab. Printed copies are available in the Management Office for a fee shown above.