

HOUSE RULES

- (1) The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building, and the fire towers shall not be obstructed in any way.
- (2) No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.
- (3) Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.
- (4) No public hall above the ground floor of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of all the Lessees to whose apartments such hall serves as a means of ingress and egress. In the event of disagreement among such Lessees, the Board of Directors shall decide.
- (5).1. Subject to the provisions hereof, no Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees.
- (5).2. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a Sound Machine (as defined in the following sentence) except during the following hours:

Monday through Thursday, 9:00 A.M. through 9:00 P.M.,
Friday 9:00 A.M. through 10:00 P.M.
Saturday, noon through 10:00 P.M.
Sunday, noon through 10:00 P.M.
Legal Holidays, noon through 9:00 P.M.

if such musical instrument or Sound Machine shall disturb other occupants of the building. A "Sound Machine" is collectively defined as follows:

- (5).2.1. Phonograph, radio, television, video tape player, -audio tape player, CD player, or computer; or
- (5).2.2. Any electronic or mechanical device with or without a loud speaker which is designed to reproduce or amplify sound; or

- (5).2.3. Any other device or appliance that makes noise, even if making noise is not its primary purpose.
- (5).3. An apartment which was created by combining one or more apartments shall be considered one apartment for the purposes of this House Rule #5.
- (5).4. Anything contained in this House Rule #5 to the contrary notwithstanding, this House Rule shall not be deemed to prevent a Lessee from operating one or multiple musical instruments or Sound Machines simultaneously if by nature and design 100% of the noise remains contained in the apartment from which such noise emanates. Such containment measures may include but shall not be limited to the use of headphones or acoustical installations.
- (5).5 Notwithstanding anything to the contrary (except as provided in paragraph (5).4. above), in no event shall:
- (a) noise exceed 45 decibels (including ambient street noise when the windows are closed) as heard in another Lessee's apartment, except during construction pursuant to an alteration agreement entered into between Lessor and Lessee,
 - (b) more than one musical instrument or Sound Machine be operated in any one apartment at one time.
- (5).6. If a Lessee advises the Board in writing that such Lessee is being disturbed by noise emanating from another apartment, then the Board shall attempt to mediate the dispute, if any. If the mediation fails, the complaining Lessee may hire an engineer to measure the alleged noise heard in the complaining Lessee's apartment. Costs of the engineer shall be at the complaining Lessee's expense, except if the Board, in its sole discretion, elects to reimburse the complaining Lessee. Reimbursement of such fees is contingent upon the Board's determination of the following factors, in addition to such other factors as the Board may deem relevant:
- (5).6.1. that these House Rules have been violated;
 - (5).6.2. that mediation has failed; and
 - (5).6.3. further legal action is necessary to resolve the dispute.

The Board may then take such legal action, which, in its sole opinion, it deems most appropriate.

- (5).7. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 9:00 A.M. and 6:00 P.M., except if specifically authorized in advance in writing by the Board.
- (5).8. If any provision, paragraph, or subparagraph of this Rule is adjudged by any court of law to be void or unenforceable, in whole or part, such adjudication shall not be deemed to affect the validity of the remainder of the Rule, including any other provision, paragraph, and subparagraph. Each provision, paragraph, and subparagraph of this Rule is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct rule.
- (6) No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building.
- (7) No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything be projected out of any window of the building without similar approval.
- (8) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Lessor or the managing agent.
- (9) No velocipedes, bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the above mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the building.
- (10) Messengers and trades-people shall use such means of ingress and egress as shall be designated by the Lessor.
- (11) Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the building and through the service elevator to the apartments when such elevator is in operation.
- (12) Trunks and heavy baggage shall be taken in or out of the building through the service entrance.
- (13) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the building may direct.

- (14) Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.
- (15) No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.
- (16) No bird or animal shall be kept or harbored in the building unless the same in each instance have been expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted on elevators or in any or the public portions of the building unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the building, or on the sidewalks or street adjacent to the building.
- (17) No radio or television aerial shall be attached to or hung from the exterior of the building without the prior written approval of the Lessor or the managing agent.
- (18) No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of a Lessee shall be parked in such manner a. to impede or prevent ready access to any entrance of the building by another vehicle.
- (19) The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the managing agent.
- (20) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- (21) Unless expressly authorized by the Board Of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's rooms and closets.
- (22) No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Lessor or its managing agent.
- (23) The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agent to enter the

apartment for the purpose and to charge the cost of such cleaning to the Lessee.

- (24) The passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the Lessor, and there shall be no interference whatever with the same by Lessees or members of their families or their guests, employees or subtenants.
- (25) Complaints regarding the service of the building shall be made in writing to the managing agent of the Lessor.
- (26) Any contact or approval given under these House Rules by the Lessor shall be revocable at any time.
- (27) If there be a garage in the building, the Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.
- (28) The following rules shall be observed with respect:
 - (i) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.
 - (ii) Debris should be completely drip-free before it leaves the apartment and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue for disposal.
 - (iii) No bottles or cans shall be dropped down the flue before 10:00 a.m. or after 5:00 p.m., but shall be left in a neat manner in service elevator area, if such items must be disposed of before 10:00 a.m. or after 5:00 p.m.
 - (iv) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be left at service elevator area between 10:00 a.m. and 6:00 p.m. and service employee summoned to dispose of them by way of the service elevator.
 - (v) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible or noxious substances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.
 - (vi) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt,

etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.

- (vii) The superintendent shall be notified of any drippings, or moist refuse appearing on incinerator closet floor and corridors.
- (29) No Lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.
- (30) The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.
- (31) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.
- (32) No employee of Lessor may be used by any Lessee for the private business of any Lessee without the prior written consent of the Board of Directors having first been obtained in each instance.