

**350 BLEECKER STREET
HOUSE RULES
Updated 3/23/23**

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SECTION I

(1).0 SMOKING POLICY

(1).1 Smoking is prohibited within 25 feet of the front entrance of the building as well as in any of the building's common areas, including and without limitation to: the Lobby, hallways, Roof Deck, Courtyards (lower and mid-level), elevators, stairwells, basement, Laundry Room, gym, and garage. Smoking is not permitted on any balconies, patios, or terraces adjoining apartments.

(1).2 "Smoking" which includes Vaping, as it pertains to these rules, means any inhaling, exhaling, burning, vaping, or carrying any lighted conventional cigarette, cigar, or pipe, operating electronic cigarette or vaping device, or other form of lighted object or operating device which contains tobacco, marijuana, or any other material that produces smoke or non-therapeutic aerosol for inhalation.

(1).3 Smoking is permitted inside apartments, but only if the smoke, odor, or vapor attributed thereto does not escape the apartment so as to be perceptible in other apartments, in the hallways, or other common areas.

(1).4 As with all of these House Rules, this policy applies to both the Lessee, and the Lessee is also responsible for all of his or her guests, cohabitants, roommates, family members, and sub-lessees (as well as any of the sublessees's guests, cohabitants, roommates, and family members). A \$2,500 fine will be assessed for each violation to the responsible Lessee.

(2).0. **NOISE POLICY**

(2)1. Subject to the provisions hereof, no Lessee or sublessee shall make or make shall make or permit any disturbing noises in the building, including but not limited to in the building's outdoor common areas, or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees.

(2).2. No Lessee or sublessee shall play upon or suffer to be played upon any musical instrument, or permit to be operated, a Sound Machine (as defined below) if such musical instrument or Sound Machine shall unreasonably disturb other occupants of the building. It is within the Board's discretion to determine whether the noise at issue is unreasonable.

(2).3 A "Sound Machine" is collectively defined as follows:

- Phonograph, radio, television, video tape player, DVD or Blu-Ray player, streaming device, phone, tablet, speaker, audio tape player, CD player, computer, or any other type of audio player; or
- Any electronic or mechanical device with or without a loud speaker which is designed to reproduce or amplify sound; or
- Any other device or appliance that makes noise, even if making noise is not its primary purpose.

(2).4 The hours listed below are designated as Quiet Hours where noise emanating from apartments should be lower than daytime hours and no playing of musical instruments is allowed:

- Monday through Thursday, 9:00 P.M. through 9:00 A.M. the following morning,

- Friday 10:00 P.M. through Saturday at noon.
- Saturday 10:00 P.M through Sunday at noon.
- Sunday 9:00 P.M. until Monday at 9:00 A.M.
- Legal Holidays, before noon.

(2).5. Lessees should first try to resolve noise related issues directly with the resident of the apartment where the noise is believed to be emanating from and if the disturbance continues, the Lessee should advise the Board in writing that such Lessee is being disturbed by noise emanating from another apartment. Once the Board is notified, 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:

- that these House Rules have been violated;
- that mediation has failed; and
- 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.

(2).6. 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 5:00 P.M., except if specifically authorized in advance in writing by the Board.

(3).0 **CARPET POLICY**

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, and closets unless expressly authorized by the Board.

(4).0 **COURTYARD RULES**

(4).1 The Courtyard is open daily from 6 A.M. to 9 P.M.

(4).2 The following are prohibited in the Courtyard (both the lower and mid-level)

- smoking (see Rule 1, *supra*, for the full No Smoking Policy)
- excessive noise (see Rule 2, *supra*, for the full Noise Policy)
- pets
- ball playing
- unsupervised children under age 14
- cooking/use of grill offseason
- littering
- musical instruments
- kiddy pools

- playing a radio or TV or any other sound device operation without headphones
- candles or objects with flames

(4).3 Personal property may not be left in the courtyard when you leave.

(4).4 There may be no parties or events (with over six guests per apartment) without Board approval in advance. Lessees and sublessees are responsible for the behavior of their nonresident guests.

(4).5 Guests may be invited to use the courtyard as long as the lessee or sublessee who invited them is present and the number of guests per apartment is no more than six. (If apartments have been joined together, or the lessee owns more than one non-joined apartment, the maximum number of guests per group still cannot exceed six.)

(4).6 Violations of the rules may subject the lessee or sublessee to courtyard fines or other actions, including restitution and/or lease termination.

(4).7 Permission must be granted in advance by the Board if a lessee or sublessee wants to have a courtyard party with over six guests per apartment.

(4).8 Unauthorized parties of over six guests per apartment are subject to a \$2,500 fine.

(4).9 When requesting permission to have a courtyard party with over six guests per apartment, the lessee or sublessee requesting permission must acknowledge that they have read and will comply with the following rules:

- a. The host(s) and all invited guests must adhere to all of these House Rules, including but not limited to, all of the regular courtyard rules.
- b. The board must be contacted at least three weeks in advance in writing, including all details.
- c. Notification must be posted on the bulletin board by the host of the party within a day after the board grants permission.
- d. A deposit of \$500 is required, and must be paid within a week of the party, or within two days after the board grants permissions, whichever is later.
- e. No courtyard noise may disturb the lobby floor residents.
- f. Non-resident guests are limited to 15 people (with an admission list furnished in advance).
- g. There is a three hour limit to parties.
- h. A member of the staff must be present during the party; cost to be billed to the apartment hosting the party. The staff member will make sure all rules are followed and that the person throwing the party removes any trash from the courtyard.
- i. The host(s) and all guests (including residents) must remain in the lower courtyard

(4).10. The Board will not consider a request to hold a party in the courtyard if the lessee or sublessee seeking to host the party is otherwise in violation of these House Rules or if such Shareholder or resident has any unpaid fees, fines, penalties, or maintenance charges. Only once the lessee or sublessee is in full compliance with these House Rules and has paid any outstanding fees, fines, penalties or maintenance charges, will the Board consider approving the request for a courtyard party.

(4).11 The midlevel courtyard is intended to be a quiet area for residents only. Residents using this area must keep conversations, including on cellphones, to a minimum.

(5).0 **ROOF DECK RULES**

(5).1 The entire finished deck is open to all lessees or sublessees from 6 A.M. until midnight each day.

(5).2 The fee for use of the roof other than as stated in the rules is \$2,500.00.

(5).3 The following are prohibited on the roof:

- smoking (see Rule 1, *supra*, for the full No Smoking Policy)
- excessive noise, including but not limited to dragging tables, chairs, or other heavy items that will unreasonably disturb residents on the 6th Floor (see Rule 2, *supra*, for the full Noise Policy). If you wish to move a table, chair or other item, you must pick it up instead of dragging it.
- walking on the tarred area or fire escape
- running
- pets
- ball playing
- unsupervised children under age 14
- use of the south entrance (10th Street side)
- sitting on the parapet wall

- cooking
- throwing anything off the roof
- littering
- playing a radio or TV or any other sound device operation without headphones
- candles or objects with flames

(5).4 Personal property may not be left on the deck when you leave.

(5).5 There may be no parties or events (with over six guests per apartment) without Board approval in advance. Lessees and sublessees are responsible for the behavior of their nonresident guests.

(5).6 Guests may be invited to use the roof as long as the lessee, sublessee and/or resident who invited them is present and the number of guests per apartment is no more than six. (If apartments have been joined together, or the lessee owns more than one non-joined apartment, the maximum number of guests still cannot exceed six.)

(5).7 Violations of the rules may subject the lessee or sublessee to roof fines or other actions, including restitution and/or lease termination.

(5).8 Permission must be granted in advance by the Board to have a roof party with over six guests per apartment.

(5).9 Unauthorized parties with more than six guests per apartment are subject to a \$2,500 fine.

(5).10 When requesting permission to have a Roof Deck party with over six guests per apartment, the lessee or sublessee requesting permission must acknowledge that they have read and will comply with the following rules:

a. The host(s) and all invited guests must adhere to all of these House Rules, including but not limited to, all of the regular roof deck rules.

b. Sunday through Thursday, the party must end by 9:30 PM.

c. Friday and Saturday, the party must end by 10:00 PM.

d. The board must be contacted at least three weeks in advance in writing, including all details.

e. Notification must be posted on the bulletin board by the host of the party within a day after the board grants permission.

f. A deposit of \$500 is required and must be paid within a week of the party, or within two days after the board grants permission, whichever is later.

g. Residents and guests must minimize noise in consideration of the 6th floor residents.

h. Non-resident guests are limited to 15 people (with an admission list furnished in advance).

i. No one party/group may use all of the large, eating tables; at least one table must be available for residents who are not partaking in the party/group/event.

j. There is a three hour limit to parties.

k. A member of the staff must be present during the party; cost to be billed to the apartment hosting the party. The staff member will make sure all roof rules are followed and that the person throwing the party removes any trash from the roof garden.

(5).11 The Board will not consider a request to hold a party on the roof if the lessee or sublessee seeking to host the party is otherwise in violation of these House Rules or if such lessee or sublessee has any unpaid fees, fines, penalties, or maintenance charges. Only once the lessee or sublessee is in full compliance with these House Rules and has paid any outstanding fees, fines, penalties or maintenance charges, will the Board consider approving the request for a party on the roof.

(6).0 **GUEST POLICIES**

(6).1 No one who is not a resident of the building approved in accordance with the terms of the proprietary lease is permitted to stay overnight in an apartment when the Shareholder or legal resident is not present in that apartment.

(6).2 The Board has instructed the building staff to deny entry to any non-occupants (guests) of an apartment if the lessee, sublessee or other authorized resident does not or will not reside in the apartment with his or her guest(s). Allowing non-resident family, friends, or acquaintances (with or without compensation) to stay in an apartment when the lessee, sublessee or other authorized resident is traveling or lives elsewhere is prohibited.

(6).3 The Proprietary Lease and these House Rules prohibit subletting an apartment without the consent of the Board. In addition, renting an apartment on a short-term basis is in violation of the Multiple Dwelling Law and New York City Housing Maintenance Code.

(6).4 Lessees or sublessees who engage in short-term, unapproved, and illegal apartment rentals, or allowing occupancy of an apartment by unauthorized guests (even if without compensation to the lessee or sublessee) will be fined \$500 per day for each day of the unauthorized stay, plus any legal fees and related costs.

(6).5 The Apartment Access Authorization Guest Form can be accessed here: http://350bleecker.com/sites/all/files/350-bleecker-apartment-access-form_0.pdf It is required in the following situations:

- When a guest is staying in one's apartment.
- When a lessee or sublessee will not be present at the time a guest arrives. This is relevant when the lessee or sublessee may be at work or away from the building for a very short time. The lessee, sublessee, or other authorized resident must be occupying the apartment on a full-time basis (including overnight) when guests are staying in the apartment.
- When a domestic employee, or other visitor, requires access to the apartment in the lessee, sublessee, or other authorized resident's absence. Permitting such access to employees is at the Shareholder's or legal resident's risk. The names of such regular or ongoing domestic employees or visitors need only be submitted once, so long as you indicate on the form that it is for a continuous/ongoing period of time.
- Even with the submission of this form, lessees, sublessees, or other authorized residents must accompany guests when using any building amenity, including but not limited to the Roof Deck, Courtyard, and gym.

(6).6 The Apartment Access Authorization Guest Form must be submitted to the managing agent, Maxwell-Kates, at least five days prior to the arrival of guests.

(6).7 Submitting the Apartment Access Authorization Guest Form does not convey automatic permission for a guest stay. Such authorization is granted only by the Board. If it is believed that the information provided in the Apartment Access Authorization Guest Form is not accurate or a guest is disruptive the guest will be denied access into the building or asked to vacate if the stay has commenced.

(6).8 Any expenses, fees, and fines for violations of these House Rules, including but not limited to the Roof Deck (Rule 5), Gym (Rule 7), and Courtyard (Rule 4) Rules by a guest will be the responsibility of the lessee and/or sublessee.

(7).0 **GYM RULES**

(7).1 All users of the gym or its equipment shall be residents of the building approved in accordance with the terms of the proprietary lease. In addition, a guest of the foregoing is also authorized to use the gym, so long as the guest is accompanied by the resident such guest is visiting.

(7).2 All persons wishing to use the gym must sign and deliver to the Corporation's managing agent a copy of the Gym Rules signed by such person, including a release and indemnity in favor of the Corporation relating to such person's use of the gym. The gym release form can be found here: <http://350bleecker.-com/sites/all/files/350-bleecker-gym-release.pdf>

(7).3 One key to the gym will be issued per apartment unit. Guests do not have any right to receive a key to the gym. Lost keys will be subject to a \$25 replacement fee.

(7).4 All persons using the gym shall be appropriately dressed when entering the gym. No changing shall be permitted in the gym or in the hallways or other common areas of the building.

(7).5 All persons using the gym do so at their sole risk and responsibility.

(7).6 All gym equipment shall be used in the manner such equipment is intended to be used.

(7).7 Any damage to the gym or its equipment caused by the acts or omissions of a resident or such resident's guest shall be repaired or replaced by the Corporation at the sole cost and expense of such resident. If the resident (or guest of such resident) who causes such damage is not a Shareholder, the Board reserves the right to recover the cost and expense of such damage directly from the Shareholder of the apartment where the resident resides.

(7).8 The gym may be used 24 hours per day, 7 days per week, subject to and in accordance with the other rules and regulations governing a resident's occupancy, and also subject to any emergency rules that may arise, such as during a pandemic.

(7).9 No person under the age of 16 is permitted in the gym without being accompanied by an adult.

(7).10 No equipment may be removed from the gym.

(7).11 Users of the gym must always wipe down the equipment after each use.

(7).12 There is a 30-minute limit on equipment usage if someone is waiting to use such equipment.

(7).13 The gym may not be used as a place of business or profit center.

(7).14 No smoking (see Rule 1, *supra*, for the complete Smoking Policy), spitting or consumption of alcohol is permitted in the gym.

(7).15 Before leaving the gym, each user shall be responsible for: (i) returning any barbells and other loose gym equipment to their original storage area; (ii) turning off any system (such as a TV, cable box or stereo component); (iii) turning off any exercise equipment (such as a treadmill, elliptical machine or exercise bike) and returning treadmills to their original position; (iv) placing any paper cups, paper towels or other trash in the waste-basket; and (v) turning off the lights and locking the gym (unless someone else is in the gym).

SECTION II

(8) 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 escapes shall not be obstructed in any way.

(9) No article shall be placed in the halls or on the staircase landings or fire escapes, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building.

(10) Bicycles, scooters or similar vehicles shall not be allowed to damage or impede usage of the elevators, and, baby carriages, bicycles, scooters or similar vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the building.

(11) Children shall not play in the public halls, courts, stairways, fire escapes or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.

(12) No client of any professional who has offices in the building shall be permitted to wait in the lobby. Board approval is required for professional use of apartments that entail regular client visits.

(13) No public hall shall be decorated or furnished by any Lessee, Sublessee, resident, or guest in any manner without the prior permission of the Board of Directors ("Board").

(14) 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, Board, or the managing agent, nor shall anything be projected out of any window of the building without similar approval.

(15) 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, Board or the managing agent.

(16) 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.

(17) Messengers and trades-people shall use such means of ingress and egress as shall be designated by the Lessor.

(18) Water closets and other water apparatus (toilets and other plumbing) 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.

(19) No Lessee, sublessee, or resident shall send any employee of the Lessor out of the building on any private business of a Lessee.

(20) No employee of Lessor may be used by any Lessee, sub-Lessee, or resident for the private business of any Lessee, sublessee, or resident without the prior written consent of the Board having first been obtained in each instance.

(21) 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. Dogs must be on a leash or carried in elevators and public areas. 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.

(22) 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 as to impede or prevent ready access to any entrance of the building.

(23) The Lessee, sublessee, and/or residents 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.

(24) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

(25) 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.

(26) 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.

(27) Complaints regarding the service of the building shall be made in writing to the managing agent of the Lessor.

(28) The Lessee, sublessee, and residents will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.

(29).0 **RECYCLING, TRASH, AND OTHER REFUSE:**

(29).1 All wet debris is to be securely wrapped or bagged in small package size to fit easily into the trash chute.

(29).2 Debris should be completely drip-free before it leaves the apartment and carried to the trash closet in a careful manner and in a drip-proof container; then placed fully into the trash chute so it drops into the chute for disposal.

(29).3 Residents are required to follow New York City recycling regulations. Please visit the City's Website to learn more: <https://portal.311.nyc.gov/article/?kanumber=KA-02013>

(29).4 No recyclables, including but not limited to bottles and cans, shall be dropped down the chute and instead should be placed in the recycling bins on each floor. If the materials cannot fit in the recycling bins, then they should be taken down to the basement and placed neatly near the bin in the basement.

(29).5 Cartons, boxes, crates, sticks of wood or other solid mat-

ter shall not be stuffed into the chute opening. Cardboard boxes should be broken down and placed neatly in or near the bin in the basement, unless the broken down box is small enough to easily fit in the paper recycling bin on each floor. Bulky items should be left neatly near the bin in the basement.

(29).6 Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, construction debris, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible or noxious substances be thrown into the trash chute. Instead, such items should be put into a securely tied trash bag and placed neatly near the bin in the basement.

(29).7 Vacuum cleaner bags must never be emptied into the trash chute unless securely wrapped in a tied bag.

(29).8 The superintendent shall be notified of any drippings, or moist refuse appearing on the trash closet floor and corridors.

(30)No Lessee, sublessee, resident or guest shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. Except as otherwise directed by the Board, 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.

(31) 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, bed bugs or other such vermin, insects or other pests, the cost thereof shall be payable by the Lessee, unless the Board chooses to exercise its discretion to waive any such costs.

SECTION III

(32).0 SUSPECTED GAS LEAK PROCEDURE

(32).1 When a resident suspects a gas leak, the following actions should be taken immediately:

- Quickly open nearby doors and windows and then leave the apartment immediately. Do not attempt to locate the leak. Do not turn on or off any electrical appliances. Do not smoke, or light matches or lighters. Do not use a house-phone or cell-phone in the apartment;
- After leaving the apartment and the building, from a safe distance, call 911 immediately to report the suspected gas leak;
- After calling 911, call the gas service provider for this building: Con Edison of New York: 1-(800) 752-6633

(33).0 SMOKE DETECTORS

(33).1 The law requires the owner of every apartment to install one or more approved and operational smoke detectors in each apartment and to periodically replace such devices upon the expiration of their useful life in accordance with article 312 of chapter 3 of title 28 of the New York City Administrative Code.

(33).2 The Shareholder of each apartment is responsible for the maintenance and repair of the detectors installed in the apartment and for replacing any or all detectors which are removed, missing, or become inoperable with a device meeting the requirements of Article 312 of Chapter 3 of Title 28 of the Administrative Code, unless a detector becomes inoperable within one year of being installed due to a manufacturing defect.

(33).3 The Shareholder of each apartment in this building in which a battery-operated smoke detector is provided and installed shall pay the Co-op a maximum of \$25 or a maximum of \$50 where a combined smoke and carbon monoxide detecting device is installed for the cost of providing and installing each detector.

(34).0 CARBON MONOXIDE DETECTORS

(34).1 The law requires the Shareholder to install a carbon monoxide alarm in his/her apartment(s) in this building. The carbon monoxide alarm must be placed within 15 feet of the primary entrance to each sleeping room, must be equipped with an end of life alarm, and must be periodically replaced by the Shareholder as necessary when the suggested useful life of the alarm expires.

(34).2 The Shareholder is responsible for the maintenance and repair of the alarms installed in the apartment and for replacing

any or all alarms that are removed, missing, or become inoperable.

(34).3 The Shareholder of each apartment in which a carbon monoxide alarm is provided and installed must pay the Co-op \$25.00 per alarm, or a maximum of \$50.00 per device where a combined smoke and carbon monoxide detecting device is installed on the Shareholder's behalf. This fee covers the cost of the work for the initial installation.

(35) **STOVES** - Stoves must have electronic ignition, 24 hour continuous gas pilot lights are prohibited in New York City.

SECTION IV

(36) **INSURANCE**- Whether for construction, a large delivery, or a move, 350 Bleecker requires that your contractor/delivery service/mover add as an additional insured to its liability insurance 350 Bleecker Street Apartment Corp as well as our managing agent. For a sample certificate of insurance with additional information, click below: <http://350bleecker.com/sites/all/files/Sample%20COI.PDF>

(37) **PERSONAL PROPERTY**- 350 Bleecker Street Apartment Corp. (the "Apartment Corp.") will not be responsible for any personal property left with or entrusted to any employee of the building, or for the loss of or damage by theft or otherwise, to any personal property within or without any apartment including but not limited to storage bins, gym, laundry room, and any packages delivered to the building. The Apartment Corp. may accept the delivery of packages or other deliveries and provide for their temporary storage, however all such temporary storage shall be at the sole risk of the resident or Shareholder. Residents and Shareholders are strongly encouraged to insure any deliveries via the postal service or other carrier.

(38) Please see the "Building Fines" section of the Co-op Fees & Fines document on the building's website for additional fines that will result from the non-compliance of building rules. You can access the Co-op Fees & Fines document at the following link:

<http://350bleecker.com/policies/co-op-fees-fines>

(39) Any contract or approval given under these House Rules by the Lessor shall be revocable at any time.

(40) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

(41) If any provision, paragraph, or subparagraph of these Rules 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 Rules, including any other provision, paragraph, and subparagraph. Each provision, paragraph, and subparagraph of these Rules is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct rule.

(42.0) **E-BIKES, E-SCOOTERS and LITHIUM-ION BATTERIES**

(42).1 No electric bicycles or electric scooters or the lithium-ion batteries used to power such bicycles and scooters are permitted in any Apartment, on any terraces, balconies or any other spaces appurtenant to the Apartment, or in the common areas of the building (including but not limited to the public halls, lobbies, basement (including the bicycle room and storage room), elevator, vestibules, stairways, courtyard and roof, (collectively, the "Property"). As such, no Resident shall permit any electric bicycle or electric scooter (whether belonging to the Shareholder or to their guests, employees, agents, visitors, tenants, sublessees or licensees (collectively, "Guests")) to be brought into, kept, charged or stored in the Property.

(42).2 Any Resident who owns an electric bicycle, electric scooter or the lithium-ion batteries used to power such vehicles, has until April 15, 2023 to have them removed from the premises of 350 Bleecker St.

(42).3 Each failure to comply with the foregoing policy is subject to a fine of \$2,500.

(42).4 In the event a violation of the foregoing policy results in a fire at the Property, the Shareholder/Resident who brought these

non-permissible devices into the Property, or whose Guests brought these devices into the Property, shall be responsible for the damage resulting from any fire caused, directly or indirectly, by such device.