

81-05 TENANTS LTD.

HOUSE RULES

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ARTICLE I. INTRODUCTION

For the mutual benefit of all member stockholders and the Corporation and in order to provide a pleasant place to live in and a development to be proud of, 81-05 TENANTS LTD., hereinafter "The Corporation," has made effective the following Rules and Regulations.

These Rules and Regulations were established by resolution of the Board of Directors pursuant to the By Laws. All Member Cooperators, hereinafter "Members," must comply with these regulations as provided in the Proprietary Lease and any other regulations adopted by the Board of Directors as rules for all Cooperators.

The failure of the Corporation to insist upon strict performance of the terms and conditions herein contained or any of them or any amendments thereto shall not constitute or be construed as a waiver or relinquishment of the Corporations rights thereafter to enforce any such term or condition but the same shall continue in full force and effect until subsequently amended by the Corporation.

These Rules and Regulations, gathered together in one booklet, are in effect and supersede any and all previous rules and regulations.

ARTICLE II. GENERAL HOUSE RULES

Section 1. Members, their families, friends, visitors, servants or pets shall not make or permit noises which will constitute a disturbance to other members nor perform such acts as will interfere with the rights, comfort and convenience of other members.

Section 2. No member shall permit vocal or instrumental practice or play upon, or permit to be played upon any musical instrument or permit to be operated a phonograph, radio loudspeaker, or television set or cause or make any other noise in the leased premises in such a manner as in the opinion of the Corporation will disturb or annoy other occupants of the building.

Section 3. Members, their families, friends, visitors and servants are expressly forbidden to sweep or throw anything out of the windows or into the halls, stairways or elevators or onto the outside area in any manner. They are also expressly forbidden to obstruct the exterior windowsills in any way.

Section 4. Water closets, basins and other plumbing fixtures shall be used only for the purpose for which they are designed. The member shall pay any damage resulting from misuse of such facilities.

Section 5. Signs, advertisements, signals or illumination shall not be inscribed or exposed on any window or part of the building except where prior written approval is given by the corporation, except for holiday decorations.

Section 6. Running any type of wires, electrical or otherwise, on the exterior of the building is in violation of the building code and is prohibited.

Section 7. Tenants shall not require or allow any windows in the leased promises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any present or future law governing the same. The Labor Law requires that the member as well as owner, lessee, agent, manager or superintendent of any such public building and every contractor involved shall not require, permit, suffer or allow any window or exterior surface of such building to be cleaned unless such means are provided to enable such work to be done in a safe manner for the prevention of accidents and for the protection of the public and of persons engaged in such work in conformity with the requirements of the Labor Law and the rules of the Board of Standards and Appeals. A person engaged in cleaning windows or exterior surfaces of a public building shall use the safety devices provided for his or her protection. Every employer and contractor involved shall comply with this section and the rules of the board shall require his/her employee, while engaged in cleaning any window or exterior surface of a public building, to use the equipment and safety devices required by the Labor Law and the rule of the Board of Standards and Appeals.

Section 8. Wash lines and unsightly objects on windows or hanging out of windows are prohibited.

Section 9. All commercial activities and soliciting in the building are prohibited except for authorized use of bulletin boards.

Section 10. Wires, antennas or any other similar objects extending outside windows are prohibited.

Section 11. Using employees for personal jobs or errands on cooperative time is prohibited.

Section 12. Electric heaters, icemakers, freezer cabinets, portable air conditioners, water-cooled air conditioners, washing machines and any other connections to the water system are prohibited.

Section 13. Use of dishwashing machines or other electrical appliances at unreasonable hours is prohibited. The normal operating hours should be between 8 A.M. and 10 P.M.

Section 14. Any major repair or alteration work of any kind done on behalf of the member if permitted by the Corporation must be done between the hours of 8 A.M. and 8 P.M.

Section 15. Air conditioners, dishwashers, frost-free refrigerators. All of these appliances must be installed to comply with Building Department regulations and/or any other laws or regulations of the City and State of New York or Federal Government.

Section 16. You must have prior written approval of the Corporation for all changes in electric wiring or structural alterations.

Section 17. All complaints must be submitted in writing to the Management Office.

Section 18. Installation of television or radio antennas by individual residents on the roofs is prohibited.

Section 19. All connections to the master TV antenna must conform to specifications, which are on file in the Management Office.

Section 20. Pursuant to Cooperative by-laws, the member shall pay to the Corporation a late charge of ten (\$10.00) dollars for each payment of carrying charges or part thereof received after the 15th day of the month. If a member defaults in the payment of carrying charges and an eviction proceeding is instituted, a minimum attorney's fee of \$150.00 plus any other costs of the suit shall be paid to the Corporation. If a member continues in arrears for 45 days, an additional charge is levied each month thereafter.

Section 21. Lobby entrance doors must be kept locked at all times. Service doors will be kept locked at all times.

Section 22. Wasting of water is prohibited. Faucets should be shut tightly when not in use and all drippings and leakage should be reported promptly the Superintendent Office. Grease and fat must not be permitted to enter kitchen sink, drain, or any other sewer line, but should be accumulated and disposed of as garbage. Gas and electricity should be turned off when not in use.

Section 23. Radiators or heating convectors must be turned fully "on" or fully "off". This will avoid leakage on the floors of apartments.

Section 24. Members shall be liable for all damage caused to cooperative property by the member, his family, guests, servants, agents, employees or pets. Such damage when ascertained shall be considered as additional carrying charges and added to the carrying charges bill of the member. Failure to pay such additional charges shall be considered a breach of the Occupancy Agreement and subject the member to such action as the Board of Directors deems to be for the best interests of the Corporation.

Section 25. Water closets, water apparatus, basins and other plumbing fixtures 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 other articles be thrown into the same. The member in whose apartment it shall have been caused shall pay for any damage resulting from misuse of water closets or other apparatus.

Section 26. Any space, storage room, storage bin, play areas, laundry space or other facility outside of the demised premises made available to the member by the Corporation, is furnished subject to the following conditions: the use of these or any other spaces, areas or facilities described herein shall be at the sole risk of the person

using the same and the Corporation, its employees, or agents shall not be liable for any injury to the person, damage to property or loss of theft or otherwise, whether due to the negligence of the Corporation, its employees, agents or otherwise.

Section 27. The Corporation will not be responsible for any packages or articles left with or entrusted to any employee of the Corporation. Any employee of the corporation who shall perform work or render services in a member's apartment or for a member, at the request of the member or a member of his family, shall be deemed to be the employee of the member in respect to such work or service. No member shall send any employee of the Corporation out of the building on any private business.

Section 28. Members, their families, visitors, friends and servants shall not cause or permit the leased premises or areas appurtenant thereto to embrace a public nuisance as known at common law or in equity jurisprudence. A public nuisance shall be defined a condition dangerous to the life, health or safety of the other members of the Corporation, their friends, visitors, families or servants and/or their property. This includes, but is not limited to, a condition caused by insects, vermin, rodents, pets, a dwelling which is overcrowded with occupants or is not provided with adequate ingress and egress or is not sufficiently supported, ventilated, seaward supported, drained, cleaned or lighted in reference to its intended or actual use and whatever renders the air or human food or drink unwholesome, are also severally, in contemplation of this rule, nuisances.

Upon certification by signed affidavit to the Board of Directors of the Corporation by a member designee or agent thereof, of the fact that one of the above mentioned conditions exists in a leased premises or in an area appurtenant thereto the said members, their families, friends, visitors, and/or servants responsible for the said conditions shall be notified thereof in writing of the nature of the said condition, and the period of time as provided for in the letter shall be that period within which the said condition must be alleviated. The said members, their families, friends, visitors and servants shall alleviate this condition within the above-mentioned period at their own expense.

However, in the event that this condition is not alleviated within the time prescribed, then the Cooperative shall have the option of commencing summary proceedings for eviction, or of alleviating the said condition at the expense of the member, including reasonable attorney's fees, their families, friends, visitors and servants and the same shall be added to the monthly carrying charges applicable to the leased premises or areas appurtenant thereto where the said condition exists.

Section 29. The Agents of the Corporation, and any contractor or worker authorized by the Corporation may enter any apartment at any reasonable hour of the day and at any time during an emergency. Whenever conditions permit, the resident will be given notice.

Section 30. As of January 1, 1988, members must have 80% of each room of their apartment floor area carpeted excepting kitchen and bathrooms.

ARTICLE III LOBBIES, HALLS, ELEVATORS & ROOFS

Section 1. Public halls, stairways, elevators and lobbies shall not be littered, obstructed in any fashion by carriages, wheel toys, parcels or other unauthorized articles.

Section 2. Members are responsible for keeping their children from playing or congregating in public halls, stairways, elevators and lobbies as they are to be used solely for ingress and egress from the apartments.

Section 3. The placing of carriages, bicycles and shopping carts in the hallways is prohibited.

Section 4. Any deliveries of large items are to be made through the service entrance only.

Section 5. Stairwell doors must be kept closed at all times.

Section 6. Bicycles are only to be walked in and out through service entrances and on elevators.

Section 7. Members, their families, friends, visitors or servants are not permitted to go on the roofs of the building. Such doors will be activated with alarms for trespassers.

Section 8. Junk mail, circulars, etc. are not to be left in the lobby or other public parts of the building. Such material may be discarded in the receptacles provided by the Corporation for that purpose.

Section 9. No public hall or corridor of the building shall be decorated or furnished by any member in any manner without the prior consent of the Corporation.

Section 10. Members whose apartments are on the ground floor shall not use their windows as means of ingress and egress.

Section 11. For the members' safety, it is important that entrance doors not be opened until the calling party has responded on the intercom.

Section 12. Elevators. The cooperators and/or their friends, visitors, servants or employees are required to clean up all spills of water, food, pet accidents or otherwise in the elevators. There shall be no smoking or carrying of lighted cigars, cigarettes, pipes, or otherwise in the elevators as required by New York Law.

ARTICLE IV. EXTERIOR GROUNDS, WALKS, LAWNS

Section 1. Children or adults shall not congregate or sit on the steps, sidewalks, lawns or grassed areas of the building or such other areas as the Corporation may designate from time to time or walk, run or play on the lawns or grassed areas of the building or litter any part of the Cooperative property.

Section 2. It is the responsibility of the member to see that his or her children's play does not result in destruction of property. Parents are responsible for costs because of damage to cooperative property.

Section 3. No one is permitted to obstruct the sidewalks, hallways, areaways, entrances or exits.

Section 4. Bedding or other articles are not permitted to be aired on windowsills or fire escapes nor dust mops or clothes to be shaken therefrom.

Section 5. The use of any open fire grills, gas grills or electric broilers in the public area, fire escapes or garage roof of the Corporation is prohibited due to fire hazard, problem of smoke, air pollution, odors and annoyance to other occupants of the building.

Section 6. No wading pools are permitted on cooperative property.

Section 7. No pets are allowed on any part of the landscaped areas.

ARTICLE V. LAUNDRY ROOMS

Section 1. Hours for laundry rooms are 8:00 A.M. to 10:00 P.M.; last load must be started by 9:00 P.M.

Section 2. All machines are for residential use only and must be used only by residents.

Section 3. Individual tenants should wipe all machines clean after use.

Section 4. All spills must be removed at once.

Section 5. Machines must not be over-loaded.

Section 6. When machines are left unattended, provided tables may be used to place removed unattended laundry.

Section 7. No children under 16 are permitted in the laundry rooms unaccompanied by an adult.

ARTICLE VI. COMPACTOR ROOMS, RECYCLING

Section 1. Members are required to wrap garbage and refuse thoroughly in small tight parcels, which will easily fit in the hopper door, and to throw it into the compactor hopper and push down chute.

Section 2. Drippings and spillage must be avoided. Members should clean up unavoidable spillage **immediately**.

Section 3. Newspapers and magazines are to be bundled separately and placed in the blue square containers available in the compactor rooms. Nothing else should be placed in these containers.

Section 4. **Glass and aluminum cans are to be washed out, placed in the large blue containers provided in each compactor room. No other articles should be placed in these containers.**

Section 5. Large items such as boxes and rugs, etc., are to be taken by the member to the basement level and placed near the service entrance for proper disposal by the maintenance employees.

Section 6. Children under 16 years of age are not allowed in compactor hopper rooms. No shareholder or tenant is allowed in the compactor rooms located in the basement.

Section 7. Slop sinks are only for the use of the maintenance employees.

Section 8. The following materials must not be thrown in the compactor chutes: venetian blinds, paint cans, glass, aluminum cans, newspapers, and magazines.

Section 9. Garbage must be disposed of between 7:00 A.M. and 11:00 P.M.

Section 10. Any damage resulting from misuse of compactor will be chargeable to the responsible party.

ARTICLE VII. GARAGE PARKING

Section 1. All parking garage tenants must register their vehicles with Building Maintenance on proper forms provided. All parking in garage areas is limited to cars assigned to that space. Any change in assigned spot is not permitted. Not more than one car may be allowed in any space at any time.

Section 2. All persons using the parking facilities must use reasonable care and limit the speed of their vehicles accordingly and in no event shall the speed exceed 5 miles per hour entering and leaving the garage.

- Section 3.** Repairs to vehicles on cooperative property are not permitted except in case of emergency.
- Section 4.** Sounding of horns and/or racing motors while on cooperative property is prohibited.
- Section 5.** Littering, emptying ashtrays, rug dust or other debris on cooperative property is prohibited.
- Section 6.** Washing cars inside the garage is strictly prohibited.
- Section 7.** The storage of any flammable or volatile materials inside the garage is prohibited.
- Section 8.** Oversized vehicles are not permitted to use parking spaces.
- Section 9.** The driveways and parking areas are to be used only by persons going to and from automobiles and for no other purpose.
- Section 10.** Remove car keys, electric door openers, and keep doors and trunks locked. The Corporation assumes no responsibility of any kind of damage as well as vandalism, pilferage, burglary, etc.
- Section 11.** The violation of any of the garage rules and/or the damaging of cooperative property will subject the person to the loss of his or her garage privileges.
- Section 12.** The Corporation reserves the right to reassign parking spaces held by any member. No transfer of parking space is, at this time, permitted.
- Section 13.** Oil and/or gasoline leaks under the cars are fire hazards and must be repaired immediately.
- Section 14.** Persons proved to be in arrears in common charges (maintenance, rent, etc.) would not be offered garage spaces even when their names come to the top of the waiting list.
- Section 15.** Drivers and persons on foot must wait upon entering and exiting garage until door closes for security purposes.
- Section 16.** Only one (1) space is permitted per apartment.

ARTICLE VIII. MOVING

Section 1. The Building Maintenance Office must be advised at least 48 hours before the moving date so that proper arrangements can be made. The elevators must be padded before any movement of large items or furniture.

Section 2. Moving must be done between the hours of 9:00 A.M. and 5:00 P.M.

Section 3. Extreme care must be used to protect cooperative property. The shareholder will be held responsible for any damage caused either by him or the moving company. We particularly caution against overloading the elevator as well as wedging the elevator door to keep it open.

Section 4. The hatch cover of the elevator cab must not be removed to accommodate large items. Oversized items go through the stairwells.

Section 5. The Moving Company should be advised of the above requirements.

ARTICLE IX. PETS

No bird or animal shall be kept or harbored in the Building unless the Lessors expressly permit the same in each instance in writing; such permission shall be revocable by the Lessor. In no event shall dogs be permitted on elevators or in any of 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, landscaped areas or street adjacent to the Building.

PLEASE NOTE: The Corporation reserves the right to change any of the foregoing rules by rescinding or amending the same, or to make such other rules and regulations as are deemed necessary to provide for the comfort and convenience of all Member/Stockholders and for the safety, care, proper maintenance and cleanliness of the building and grounds. All changes will be published within a reasonable period.

The violation of any of these rules and regulations shall constitute a violation of the Occupancy Agreement and the Member/Stockholder so in violation shall be liable to eviction or such other remedy as the Board of Directors shall deem necessary or proper.

These rules and regulations are predicated upon reasonable common sense, imposing no undue hardship on anyone. We all love our homes and respect the rights of our neighbors, and we should all be willing to do what we can to make **81-05 TENANTS LTD. COOPERATIVE** a fine place for all of us to live in and enjoy.

BOARD OF DIRECTORS
81-05 TENANTS LTD. COOPERATIVE