Lex Owners Corp.

Subletting Policy

In order to preserve the character of our building, as well as to enhance the safety and security of all building residents, the House Rules are hereby amended concerning the subletting of apartments. The following is the building’s policy concerning the subletting of apartments:

A. The subletting of apartments is allowed only on a very limited basis, and only with the prior written consent of the building’s managing agent and Board of Directors. In every instance, the safety, security and quality of life of all shareholders in residence shall be the primary concern in determining whether or not to permit a sublet.

B. Any consent to sublet may be subject to any conditions that the Board of Directors or Corporation may impose. There shall be no limitations on the rights of the Board of Directors or the Corporation to grant or withhold consent, for any reason or for no reason, to a sublet.

C. Permission to sublet shall be granted on the following basis:

1. Each application to sublet shall contain certain information regarding the proposed subtenant and shall be submitted to the building’s managing agent and reviewed by the Board of Directors.
2. Shareholders must reside in the building for a minimum of two (2) years before applying to sublet.
3. Any prospective sublease shall be for a term not less than twelve months.
4. Shareholders may only sublet their apartment for two (2) years out of any five (5) year period.
5. For each twelve (12) month period of the sublet or any part thereof, the Corporation shall be paid a non-refundable fee in an amount equal to one month’s sublease rental fee, due upon granting of permission to sublet. In the event of an escalating rent in the sublease, the highest monthly dollar amount of rent will be used.
6. The Admissions Committee of the Board of Directors shall be the forum for all considerations stated herein.
MAXWELL-KATES, INC.

Lex Owners Corp. Cooperative Sublease Application
123 East 75th Street
New York, N.Y. 10021

PLEASE COMPLETE THE SUBLEASE REQUIREMENTS AND SUBMIT ONE (1) ORIGINAL SET AND NINE (9) COLLATED COPIES TO MAXWELL-KATES, INC AT 9 East 38th Street New York, N.Y. 10016 6th floor Attn: Transfer Department (The Board of Directors and/or its managing agent reserves the right to request any additional information at anytime during the review and interview process).

Sublet Policy: Shareholders who have resided in the building for at least two (2) years are permitted to sublease their apartment for a period of one (1) year (renewal of the sublease for another year may be allowed, if approved by the Board). Prior sublease approval must be obtained by the Board, and submission of certain information on the proposed tenant is required. In addition, a fee equivalent to one (1) month’s rent will be charged for each rental period.

Shareholder is to include a letter to the Board explaining the reason for subletting the apartment.

REQUIREMENTS:
1. Copy of Duly Executed Sublease Agreements including the enclosed Lead Paint Contract Contingency Language.
2. Sublease Application filled out and signed to its entirety.
4. Letter of Reference from current Landlord or Managing Agent.
5. Employer Letter stating salary, position and length of employment.
7. Copy of the most recent Income Tax Returns (1040 Form) in its entirety including W-2 Form.
9. Lead Paint Disclosure Form and Window Guard Disclosure Form executed.

THE FOLLOWING FEES MUST BE SUBMITTED WITH THE SUBLEASE APPLICATION PACKAGE:
1. A Processing Fee in the amount of $400.00 made payable to Maxwell-Kates, Inc. (non-refundable).
2. A Credit Check Fee in the amount of $165.00 per individual made payable to Maxwell-Kates, Inc. (non-refundable).
3. A Move-out Fee in the amount of $500.00 made payable to Lex Owners Corp. (non-refundable).
4. A Move-in Fee in the amount of $500.00 made payable to Lex Owners Corp. (non-refundable).
5. A Corporate Review Fee in the amount of $250.00 made payable to Lex Owners Corp. (non-refundable).
6. A Sublet Fee from shareholder equal to one (1) month’s rent must be submitted (this fee WILL NOT be deposited until the tenant is approved to move-in).
SHAREHOLDER(S) INFORMATION:
Date __________________________

Apartment # __________________________

Lease Term: From: __________________________ To: __________________________

Rent: Monthly: $ __________ Yearly: $ __________

Shareholder(s): __________________________

Forwarding Address: __________________________

Home Phone #: __________________________ Business Phone #: __________________________

Explain why apartment is being sublet:


TENANT(S) GENERAL INFORMATION:

Applicant Full Name: __________________________

Date of Birth: __________________________ Social Security #: __________________________

Citizenship: __________________________

Co-Applicant Name: __________________________

Date of Birth: __________________________ Social Security #: __________________________

Citizenship: __________________________

Educational and Professional Background:

Applicant: __________________________

Co-Applicant: __________________________

Other Occupants: __________________________

RESIDENCY HISTORY:

PRESENT ADDRESS: __________________________ Amount of Mo. Rent: $ __________________________

Present Phone #: __________________________

Length of Time at Present Address: __________________________ Length of Time at Present Address: __________________________

Present Landlord or Mortgage Holder: __________________________ Reason for Moving: __________________________

PREVIOUS ADDRESS: __________________________ Length of Time at Previous Address: __________________________
Previous Landlord or Mortgage Holder: ________________________________

Amount of Mt. Rent $ ___________________________  Reason for Moving: ___________________________

EMPLOYMENT INFORMATION

Applicant:

Employed by: ____________________________________________

Period Employed: ___________________________ Phone #: ___________________________

Employer's Address: ____________________________________________

Title: ___________________________  Supervisor: ___________________________

Co-Applicant:

Employed by: ____________________________________________

Period Employed: ___________________________ Phone #: ___________________________

Employer's Address: ____________________________________________

Position Held: ___________________________  Supervisor: ___________________________

If your employer has changed in the last (2) two years indicate on the back of this page, name, address and dates of prior employment.

In case of a personal emergency, Notify:

Name: ____________________________________________

Address: ____________________________________________

Relationship: ____________________________________________

Applicant Signature: ___________________________  Date ___________________________

Co-Applicant Signature: ___________________________  Date ___________________________
### BALANCE SHEET

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>Applicant</th>
<th>Co-applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checking Accounts (Note 1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Savings Accounts (Note 1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marketable Securities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Life Insurance Net Cash Value</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Marketable Securities (Note 2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real Estate Owned (Note 3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automobiles/Pleasure Craft Owned</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vested Interest In Retirement Fund</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Worth of Business Owned (Note 5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furniture and Personal Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Notes Receivable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Assets</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL ASSETS**

<table>
<thead>
<tr>
<th>LIABILITY</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Installment Debt Payable (Note 6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Unsecured Loans (Note 6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage Loans (Note 5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automobiles/Pleasure Craft Loans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Secured Loans (Note 6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Liabilities (Note 7)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Income Tax Payable</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL LIABILITY**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Worth</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL LIABILITIES AND NET WORTH**

(The Notes on the attached page are part of this Balance Sheet and must be completed.)
Please indicate below any lease commitments (autos, pleasure crafts, etc. to which you are obligated.)

**TENANT(S) SIGNATURE:**

1. ___________________________  2. ___________________________
NOTES TO BALANCE SHEET

Note 1
Account #  Name and Address of Banking Institution Balance


Note 2
No.  Type  Issuer  Shares  Security  Market Value  Monthly Dividend & Interest


(Please submit brokerage statement or other report)

Note 3
Property  Address of Property  Type of Property  Cost of Property  Market Amt. of Mort. & other Loans


Monthly  Gross Rental Income  Mort. Pyr.


Note 4
Make and Year of Vehicle:


Note 5
Briefly Describe Other Assets:


Note 6
Please provide the following for all Debt:

Creditor's Name and Address  Acct. No.  Monthly Payments  Monthly Left  Unpaid Balance


NOTE: Briefly describe any other liabilities:
### ANNUAL INCOME STATEMENT

<table>
<thead>
<tr>
<th>Income</th>
<th>Applicant Annual</th>
<th>Co-Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bonus</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commission</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dividend/Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alimony/Child Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sale of Capital</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Itemize Separately)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL INCOME</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ANNUAL HOUSING EXPENSES

<table>
<thead>
<tr>
<th>Rent</th>
<th>Current</th>
<th>Projected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Financing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real Estate Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ANNUAL HOUSING EXP</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Housing/Income Ratio:         |                  |               |
AUTHORIZATION
PLEASE READ CAREFULLY BEFORE SIGNING

If we authorize a tenant background search or consumer report, we authorize the verification of all information in this application and its release to the Landlord/Condominium/Cooperative/Maxwell-Kates, Inc. or other parties connected with the lease/purchase/transfer contemplated herein.

APPLICANT(S) NAME:

APPLICANT(S) SIGNATURE:

ADDRESS:

SOCIAL SECURITY #:

DATE OF BIRTH:

NOTICE UNDER NYCACS 26-888

The application provided by you may be used to obtain a tenant screening report; the name and address of the consumer reporting agency or agencies that will be used to obtain such report are:

CoreLogic SafeRent
c/o Consumer Relations Department
7500 Westmore Road, Suite 3
Rockville, MD 20850-2233
Telephone: (888) 333-2413

Pursuant to federal and state law:

1. If the Landlord takes adverse action against you on the basis of information contained in a tenant screening report, the Landlord must notify you that such action was taken and supply you with the name and address of the consumer reporting agency that provided the tenant screening report on the basis of which such action was taken;

2. If any adverse action is taken against you based on information contained in a consumer screening report, you have the right to inspect and receive a free copy of that report by contacting the consumer reporting agency;

3. Every tenant or prospective tenant is entitled to one free tenant screening report for each national consumer reporting agency annually, in addition to a credit report that should be obtained from www.annualcreditreport.com; and

4. Every tenant or prospective tenant may dispute inaccurate or incorrect information contained in a tenant screening report directly with the consumer reporting agency.

[Signature]
[Date]
APPLICANT'S RELEASE

Re: Lex Owners Corp.
123 East 75th Street
New York, NY 10021

Apt. #: ___________________

The undersigned applicant(s) is (are) submitting an application to Sublease the above referenced apartment.

Applicant(s) has submitted payment for certain fees including but not limited to fees to check applicants’ credit/criminal and to process this application.

Applicant(s) acknowledges that the application to Sublease the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning the building in its sole discretion and that if the applicant is not approved, no reason for the disapproval needs to be given. Whether the application is approved or not approved certain costs and expenses will be incurred and the fees described above will not be refunded to the applicant(s).

The applicant(s) release(s) both the Cooperative Corporation and the managing agent from any liability for the return of these funds incurred in processing the application, and agrees that in the event the applicant seeks recovery of such fees, the applicant shall be liable for all cost and expenses (including attorney’s fees) incurred by the Cooperative and/or managing agent.

________________________________________
Applicant Signature

________________________________________
Applicant Signature
HOUSE RULES

I (WE) ACKNOWLEDGE HEREBY MY UNDERSTANDING OF THE HOUSE RULES AND ALL TERMS OF THE PROPRIETARY LEASE STATED HEREIN. I (WE) RECOGNIZE THAT BY ACTING TO THE CONTRARY ON ANY TERMS OF THE PROPRIETARY LEASE AND THE HOUSE RULES I(WE) SHALL BE IN VIOLATION OF TERMS AND CONDITIONS OF THE PROPRIETARY LEASE AND ITS SUPPLEMENTS. I (WE) ALSO STATE THAT I (WE) HAVE READ THE HOUSE RULES OF THE APARTMENT CORPORATION AND GIVE MY (OUR) ASSURANCE THAT ALL MEMBERS OF MY HOUSEHOLD AND GUESTS WILL CONFORM TO THEM.

__________________________________________
APPLICANT SIGNATURE

__________________________________________
APPLICANT SIGNATURE

Dated: __________________
SUBLEASE AGREEMENT

The parties agree as follows:

Date of this Sublease:

Parties to this Sublease:

Landlord:
Address for notices:

Overtenant:
Address for notices:

You, the Undertenant:
Address for notices:

If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" used in this Sublease include them.

Information from Over-Lease:

Notice:
Address for notices:

Overlease:
Address for notices:

Date of Over-Lease:

Terms:
Terms:

A copy of the Over-Lease is attached as an important part of this Sublease.

Term:

Premises rented:

Use of premises:

3. The premises may be used for

Rent:

4. The yearly rent is $ . The Undertenant will pay this yearly rent to the Overlease in whole equal monthly payments of . Payments shall be paid in advance on the first day of each month during the Term.

Security:

5. The security for the Undertenant's performance is $ . Overlease has received it. Overlease agrees to hold the security in accordance with Paragraph of the Over-Lease.

Agreement to lease and pay rent:

6. Overlease sublets the premises to you, the UnderTenant, for the Term. Overlease states that it has the authority to do so. You, the UnderTenant, agree to do everything required of you in the Sublease. You, the UnderTenant, agree to do everything required of you in the Sublease. You, the UnderTenant, agree to do everything required of you in the Sublease.

Notices:

7. All notices to the UnderTenant shall be sent by or on behalf of the OverTenant. "Return receipt requested".

Subject to:

8. The Sublease is subject to the Over-Lease. It is not subject to any agreement to which the Over-Lease is subject. You, the UnderTenant, state that you have read and initiated the Over-Lease and will not violate it in any way.

Overtenant's duties:

9. The Over-Lease describes the Landlord's duties. The Overlease is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the UnderTenant, may send the Overlease a notice. Upon receipt of the notice, the Overlease shall promptly notify the Landlord and demand that the Over-Lease agreements be carried out. The Overlease shall continue the demands until the Landlord performs.

Consents:

10. If the Landlord's consent to the Sublease is required, this consent must be received within days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the UnderTenant.

Adopting the Over-Lease and exceptions:

11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the UnderTenant are binding on you, the UnderTenant, except those:

a) These numbered paragraphs of the Over-Lease shall not apply;

b) These numbered paragraphs of the Over-Lease shall not apply;
12. You, as the Undertenant, hereby have no authority to contract or make any agreement with the Landlord about the premises or the Overlease. Yes, the Undertenant may not pay rent or other charges to the Landlord by any person other than the Undertenant.

13. Unless otherwise stated, the Sublease is binding on all parties so far as they are in the Sublessee and the Undertenant, and the Undertenant, and the Sublessee, are each granted the rights and statuses which are granted to the Undertenant and the Sublessee, respectively.

14. This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty: ____________________________

Guarantor's name: ____________________________

Guarantor's address: ____________________________

Reason for Guaranty: ____________________________

GUARANTY:

1. I understand that the Guarantor will, not yet this Sublease to the Undertenant, unless I guarantee Undertenant's performance. I hereby agree to guaranty Undertenant's performance. I hereby agree to the extent of the Sublease and the undertaking.

2. The following is my Guaranty:

   a. Guaranty the full performance of the Sublease by the Undertenant. This Guaranty is absolute and without any condition or restriction, but is not limited to, the payment of rent and other charges.

   b. In addition, I agree to these other terms:

   c. This Guaranty will not be affected by any change in the Sublease, other than this Guaranty, which includes, but not limited to, any alteration or amendment to the Guaranty.

   d. This Guaranty will be binding even if I am not a party to the changes.

   e. I do not have to be informed about any failure of performance by Undertenant. I waive notice of non-payment of performance.

   f. If the Undertenant fails to perform under the Sublease, the Guarantors may require me to perform without first demanding that the Undertenant perform.

   g. I give up my right to trial by jury in any action related to the Sublease or this Guaranty.

   h. This Guaranty is absolute and performance can be changed only by written agreement signed by all parties to the Sublease and Guarantors.

WITNESS: ____________________________

__________________________
Witness: ____________________________

__________________________
Witness: ____________________________
LEX OWNERS CORP.

DOG APPLICATION
(PICTURE OF DOG MUST BE ATTACHED TO THIS APPLICATION)

APARTMENT #: ________
NAME OF SHAREHOLDER: ________________________________
NAME OF TENANT: ________________________________
NAME OF DOG: ________________________________
BREED: ________________________________
WEIGHT: ________________________________
IMMUNIZATIONS: ________________________________
LICENSE: ________________________________
NAME OF TRAINING SCHOOL & ADDRESS:

______________________________

AREAS IN WHICH DOG HAS BEEN TRAINED:

______________________________

INCIDENTS:

______________________________

BARKING PATERN:.

______________________________

ANY ADDITIONAL COMMENTS BELOW:

______________________________

PLEASE ATTACH PICTURE OF YOUR DOG HERE
ATTACHMENTS

Lex Owners Corp.
123 EAST 75TH Street
New York, NY 10021

AUTHORIZATION TO ADMIT and USE KEYS

Shareholder or Resident________________________________ Apt. No.

Name(s) of Guest(s)* or Invitee(s) to whom keys may be given or who may be admitted if they have the key ____________________________________________________________

______________________________________________________________

Guest_____ Employee_____ Workman_____  

Valid From:_________________________ To:__________________________

The lessee hereby authorizes the use and occupancy of the apartment by the above named guest(s) or invitee(s) of the lessee and assumes full responsibility for such use and occupancy.

______________________________________________________________

Shareholder or Resident Signature

______________________________________________ Date

* A guest’s stay in the building may not exceed thirty (30) days. If shareholder wishes a guest(s) to remain in the apartment beyond the thirty (30) day period, the managing agent must be notified and written approval must be obtained as authorized by the Board. No guest(s) may occupy an apartment unless one or more of the permitted adult residents are then in occupancy or unless consented to in writing by the Board.

REQUESTS NOT IN PROPER FORM WILL NOT BE HONORED

______________________________________________ Date

Doorman’s Signature

Date
INTRODUCTION

We hope that you find this Guide to be a useful and accessible source of information about our building. The Guide contains general information and a copy of our new revised House Rules which have been adopted by the Board to supersede the previously issued House Rules. We have tried to make the Guide sufficiently comprehensive to answer questions about most aspects of the day to day operation of the building which affect all of us as residents.

The basic governing rules and procedures for our co-op (Lex Owners Corp.) are derived from the Proprietary Lease and the By-Laws (copies of these documents were given to us when we became shareholders). The House Rules are adopted and amended by the Board of Directors in accordance with the authority provided in the foregoing documents. The House Rules set forth procedures and requirements in compliance with and in furtherance of the requirements mandated by the Proprietary Lease and the By-laws.

The Board on its own initiative may amend or change the House Rules at any time. The intent of the House Rules is to provide a constructive framework for the orderly functioning of the co-op. The House Rules seek to promote a safe, congenial, and mutually beneficial environment for each of us as cooperative residents. In this regard, all of us are required to comply with the House Rules. Failure to comply may result in the imposition of a fee, and in severe cases termination of the shareholder’s Proprietary Lease.

Every effort has been made to make this a comprehensive and usable resource, but reliance on the provisions in this Guide does not excuse or relieve shareholders and other residents from complying with the provisions of all applicable documents and laws. In the event of any contradiction between the requirements set forth in the House Rules and those contained in the other legal documents referred to above, the provisions in those documents shall prevail.

We welcome your comments and suggestions about this Guide. Revised pages will be issued from time to time as appropriate.

The Board of Directors
November, 2014
<table>
<thead>
<tr>
<th>Subject</th>
<th>Page</th>
<th>Subject</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access to Apartments</td>
<td>5,12</td>
<td>General Information</td>
<td>3</td>
</tr>
<tr>
<td>Air Conditioners</td>
<td>6</td>
<td>Homeowner’s Insurance</td>
<td>6</td>
</tr>
<tr>
<td>Alterations &amp; Renovations</td>
<td>5,6</td>
<td>House Rules</td>
<td>5</td>
</tr>
<tr>
<td>Antennas</td>
<td>6</td>
<td>Late Payments</td>
<td>8</td>
</tr>
<tr>
<td>Awnings</td>
<td>6</td>
<td>Laundry</td>
<td>8</td>
</tr>
<tr>
<td>Balconies</td>
<td>6</td>
<td>Lobby</td>
<td>8</td>
</tr>
<tr>
<td>Bicycles</td>
<td>6</td>
<td>Maintenance Payment</td>
<td>8</td>
</tr>
<tr>
<td>Board of Directors</td>
<td>3,4</td>
<td>Managing Agent</td>
<td>3</td>
</tr>
<tr>
<td>Building</td>
<td>4</td>
<td>Moving</td>
<td>9</td>
</tr>
<tr>
<td>Building Management</td>
<td>4</td>
<td>Noise</td>
<td>9</td>
</tr>
<tr>
<td>Building Staff</td>
<td>3,4</td>
<td>Pets</td>
<td>9</td>
</tr>
<tr>
<td>Cable Television</td>
<td>6</td>
<td>Projecting Items</td>
<td>6</td>
</tr>
<tr>
<td>Cleanliness</td>
<td>6</td>
<td>Public Halls</td>
<td>8</td>
</tr>
<tr>
<td>Committees</td>
<td>3</td>
<td>Refinancing</td>
<td>10</td>
</tr>
<tr>
<td>Complaints and Suggestions</td>
<td>6,7</td>
<td>Renovations</td>
<td>5</td>
</tr>
<tr>
<td>Decoration of Public Halls</td>
<td>7</td>
<td>Repairs</td>
<td>9</td>
</tr>
<tr>
<td>Doormen</td>
<td>4</td>
<td>Selling</td>
<td>10</td>
</tr>
<tr>
<td>Dryers</td>
<td>11</td>
<td>Smoke/Carbon Monoxide Detectors</td>
<td>10</td>
</tr>
<tr>
<td>Elevators</td>
<td>8</td>
<td>Smoking</td>
<td>11</td>
</tr>
<tr>
<td>Exterior</td>
<td>6</td>
<td>Storage Lockers</td>
<td>11</td>
</tr>
<tr>
<td>Extermination</td>
<td>7</td>
<td>Subletting</td>
<td>10</td>
</tr>
<tr>
<td>Fire and Smoke Detectors</td>
<td>10</td>
<td>Terraces</td>
<td>6</td>
</tr>
<tr>
<td>Fitness Facility</td>
<td>7</td>
<td>Vehicles</td>
<td>11</td>
</tr>
<tr>
<td>Floor Coverings</td>
<td>7</td>
<td>Washing Machines</td>
<td>11</td>
</tr>
<tr>
<td>Garbage</td>
<td>7,8</td>
<td>Windows</td>
<td>6,11</td>
</tr>
</tbody>
</table>
GENERAL INFORMATION

BOARD OF DIRECTORS
Angela Dinger, President 7B
Kenneth Raphael, Vice President 10E
Teresa Delany, Secretary 10B
Carole Foster, Treasurer 11G
Jeff Heidings, Director 9EF
Gloria Mellone, Director 8F
Ben Segal, Director 4E

MANAGING AGENT
Maxwell- Kates, Inc.
9 East 38th Street, 6th Floor
New York, NY 10016
Phone: 212-684-8282
Joseph LaSpina – Account Executive
Phone: 212-684-8282 ext 6631
Fax: 347-982-0633
Email: Jlaspina@maxwellkates.com

Debbie Garrett - Assistant
Phone: 212-684-8282 ext 6633
Fax: 347-982-0633
Email: Dgarrett@maxwellkates.com

COMMITTEES
Admissions Committee
Teresa Delany
Carole Foster
Angela Dinger

Communications Committee
Teresa Delany

Finance Committee
Carole Foster
Jeff Heidings
Benjamin Segal

House Committee
Angela Dinger

Maintenance Committee
Jeff Heidings

BUILDING STAFF
Superintendent: Tomas M. Crespo

Doormen:  Ted Morales
Caesar Pellicone
Caesar Nunez
Jared Martinez

Porters:  Joel Morales
Jose (Sandy) Mejia
Building phone number: (212) 772-1355
(to call from inside the building: 48#)
BUILDING AND THE BOARD OF DIRECTORS

The building at 123 East 75th Street was built as a rental building in 1961, and was converted to a co-op in 1981. Originally there were 104 apartments. At the present time, as the result of combining of apartments by resident shareholders there are 90 apartments. The co-op corporation Lex Owners Corp. (the "Corporation") is managed by a board of directors the "Board") whose 7 members are elected by the shareholders each year at the annual meeting. The Board meets monthly to conduct the business of the Corporation.

BUILDING MANAGEMENT

The building is managed by a managing agent chosen by the Board and under contract with the Corporation. The managing agent assigns one of its staff as the primary person for day to day management. The doormen and other building staff report to the superintendent, who reports to the managing agent, who reports to the Board.

Routine requests for repairs inside apartments, and reports of housekeeping problems in the common areas of the building (such as an elevator problem or a burned out hallway light bulb) should be reported to the doorman or the superintendent.

In addition to the Board, the managing agent, and the building staff, there are several volunteer committees that advise and assist in running the building: the Communications Committee; the Finance Committee; and the House and Grounds Committee. Other special committees are also established from time to time. Members of the committees, like the members of the Board, volunteer their time and effort for the betterment of the building and our cooperative community. Please contact a member of a committee or a Board member if you are interested in serving on a committee or have suggestions for improvement.

DOORMEN

The building has 24-hour doorman service. The doorman’s primary responsibility is security. The doorman is required to stay in the area of the entrance door. Please do not ask the doorman to do anything which would involve leaving his post. Likewise please do not ask the doorman to look after a child. He cannot be responsible for the child’s safety, and he must not be distracted from his primary responsibility of keeping unauthorized people from entering the building.

In addition to security duty, the doorman announces visitors, assists with packages and luggage, accepts deliveries, and maintains logs of deliveries and requests for repairs. While doormen do their best to safeguard items which they receive, they are not operating a vault. Residents leave or have items delivered at their own risk, and should exercise judgment as to type and value of the articles involved. The package room is not a storage room and items must be picked up promptly.

Finally, the doormen are there to serve all of the building residents, and judgment should always be exercised in requesting particular service or assistance. The doormen should be treated in the same manner and with the same respect as each of us as residents would expect.
HOUSE RULES

Access to Apartments

Emergencies: The building staff, managing agent, contractors and workmen authorized by the Corporation must be allowed access to an apartment without notice at any time in the event of an emergency such as a water leak or fire. To provide for such situation in the absence of the shareholder or tenant, the resident(s) of each apartment is/are required to leave a key(s) to his/her apartment with the doorman in the locked box in the package room. If the staff is unable to gain access in an emergency situation or where authorized entry is permitted under the Proprietary Lease, forcible entry may be required. In such event, the managing agent or staff is authorized to engage a locksmith to remove or open the lock to obtain entry at the shareholder’s expense.

Non-emergencies: The building staff, managing agent, and those contractors and workmen authorized by the Corporation may enter any apartment at any reasonable hour of the day for the purposes of facilitating building repairs, curing any default by the shareholder, inspecting such apartment to ascertain whether measures are necessary to control or exterminate any vermin, insects, or other pests, and if so, to undertake such control and extermination work.

Visitors, employees, and workmen: Residents who have a guest or guests staying over in their apartments, or who wish to permit apartment access to a guest, an employee or a workman during their absence must inform the doorman and sign an Authorization Form (copy annexed). Before any authorized person is provided a key left by the apartment resident or allowed entry, he or she will be required to sign in.

Alterations and Renovations

Prior to any alteration or renovation, a shareholder must contact the managing agent to find out what sort of review, if any, will be required. (Sometimes projects which seem very minor have implications for other apartments or the building structure). Except in the case of some minor repairs, an alteration agreement will have to be completed and signed.

In general: 1) Even for minor repairs or alterations, if outside repairmen are hired, they must carry proof of proper insurance, which must be presented to the superintendent prior to the commencement of work. 2) For a major alteration, plans must be submitted and approved by the building’s engineer (shareholder is responsible for cost) and the Board before any work may commence.

Channeling into the concrete slab is not permitted. (a rare exception may be made where it is deemed by the building’s engineer and approved by the Board as absolutely necessary for a renovation. The total time for all such drilling must be minimal in duration and restricted to a maximum of several hours per day). In addition, large renovation projects expected to involve substantial noise and dust will be severely limited in duration.

Workmen will be permitted access to apartments on Monday through Friday (excluding holidays) between the hours of 8:30 a.m. and 4:30 p.m. Work may not commence before 9:00 a.m. and must be completed by 4:00 p.m.
Transportation to and from the apartment of large items, debris, etc. must be made through the basement entrance and arrangements must be made in advance with the superintendent to properly protect the elevator.

Awnings, Air Conditioners, Antennas, and Other Projecting Items
Nothing – such as air conditioners, antennas, satellite dishes and other signal receptive devices, or other projecting items – may be installed in a window or attached to the outside of the building unless there has been express written approval by the Board or managing agent as authorized by the Board.

Balconies and Terraces
No plantings, fences, structures or lattices shall be erected or installed on a balcony or terrace without the prior written approval of the Board or managing agent as authorized by the Board. Plant containers shall be specifically approved and contain suitable weep holes for drainage. Containers must comply with New York City Code regulations governing size, weight and soil composition. Unauthorized planting beds, shrubs, trees, boxes, containers or statuary may be removed by the Corporation at the shareholder’s expense and without any liability on the part of the Corporation, its officers, directors, agents, or employees.

No cooking shall be permitted on any balconies, terraces, or roofs of the building. It is the responsibility of each shareholder to ensure that the drains on his or her balconies, terraces, and roofs are kept free of debris and in working condition at all times.

Bicycles
There is a storage area for bicycles in the basement. Bicycles are stored at the owners’ own risk. There is an annual storage fee per bicycle which is determined by the Board. Bicycles may not be taken above the ground floor.

Cable Television
The building is currently served by Time-Warner Cable TV, and we receive a bulk rate. Charges for service are billed directly to subscribers. All questions regarding service should be directed to Time-Warner at (212) 358-0900.

So as not to jeopardize reception in other apartments, unauthorized repairmen are prohibited from working on cable TV equipment.

Cleanliness of Apartment; Windows and Exterior Spaces
Residents shall keep their apartments, balconies, and terraces in a good state of orderliness and cleanliness. The sweeping, throwing or causing or allowing the falling of any substance or article (including cigarettes, ashes, dirt, etc.) from windows, balconies, or terraces is prohibited.

Complaints and Suggestions
Complaints about service problems in the building should be reported to the superintendent or the doorman. Complaints of a serious nature should also be made in writing to the managing agent. Complaints about the management of the building should be made by letter addressed to the Board, or a member of the Board, and may be left with the doorman. Complaints about the Board, or complaints which should be brought to the Board’s attention should be addressed to the Board and left with the doorman.
Suggestions may also be left with the doorman and should be addressed either to the managing agent or the Board as deemed appropriate.

Decoration of Public Halls

There shall be no decoration or furnishing (such as paintings, mirrors, or furniture) of public hallways without the prior consent of the Board and all of the shareholders whose apartments are located on such floor. Any disagreement among such shareholders shall be resolved by the Board. Doormats are not allowed in front of apartment doors in accordance with the New York City Fire Code and insurance regulations.

Extermination

Residents requiring the services of the building’s exterminator should ask the doorman to put their apartment on the exterminator service list. The exterminator will be at the building the first and third Wednesdays of every month. Residents will need to make arrangements for entry into their apartment if they will not be there.

Fitness Facility

There is a fitness facility located in the basement. All tenant shareholders (or their approved sublessees) and their immediate family members, including children over 18 years of age are eligible to become members of and use the fitness facility and its equipment upon payment of the fee as determined from time to time by the Board. Use of the facility requires submission and approval of a Membership and Release of Liability Agreement to the managing agent. A copy of this agreement and the rules and regulations governing use of the fitness facility may be obtained from the managing agent. No children under 18 may use the fitness facility.

Floor Coverings

The floors of every apartment must be covered by rugs or carpeting, or equally effective noise-reducing material, to the extent of at least eighty percent (80%) of the floor area of each room except for kitchens, bathrooms, closets, and foyers.

Garbage

There is a small compactor room on each floor for garbage and recyclables. Under current New York City regulations, paper, metals, and plastics are to be separated for recycling (see attachment). The incinerator chute is for garbage only. The superintendent should be notified of any drippings or moist refuse appearing on the compactor room floor and/or hallway outside the compactor room. No items for disposal may be left in the hallway outside the compactor room or in the stairwells. The following rules must be adhered to:

1. Garbage should be securely wrapped or bagged so as to easily fit into the incinerator chute.
2. Debris should be completely drip-free before being taken from an apartment to the garbage room and being placed into the incinerator chute.
3. Newspapers, magazines, paper products, and all metal items should be separated for recycling and placed in the blue bin in the compactor room. Glass and plastic items as well as small boxes should be placed in the bin, or brought to the basement and placed in appropriate containers. Glass and plastic containers should be washed clean with water and dried prior to disposal. Any fines, costs or administrative fees incurred by the Corporation as the result of a shareholder’s
non-compliance with recycling requirements will be passed on to that shareholder's maintenance account for reimbursement.

(4) All large boxes and other large items which do not fit easily into the blue bin in the compactor room should be brought to the basement and placed on the table in front of the elevators.

(5) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, oil soaked rags, empty paint or aerosol cans or other flammable, explosive or highly combustible substances or lighted cigarettes or cigar stubs be thrown down the incinerator chute or left in the compactor room.

(6) Vacuum cleaner bags must never be emptied into the incinerator chute. Such dirt, dust, etc. should be wrapped in a securely tied bag or package and dropped down the incinerator chute.

Homeowner’s Insurance

All lessees are required to carry and maintain homeowner’s insurance. Policies must include coverage for fire and water damage and other casualties emanating from the insured apartment.

Late Payment of Maintenance and Other Charges

Maintenance payments are due on the 1st day of each month, and prompt payment is crucial to the financial well being of the building. Costs which result from late payments are ultimately borne by all shareholders. Payments which are not received by the 15th of the month will be subject to an administrative fee as determined by the Board. In addition, consistent lateness in payments will be considered by the Board for appropriate further action, which in a severe case may result in termination of the Proprietary Lease, and eviction.

Laundry

The laundry room in the basement is provided for the use and convenience of all residents. Operation of the machines requires a pre-paid card available for purchase from the Smartcard box by the door. Since there are a limited number of machines, we all must be considerate of our fellow residents in using the laundry room. This includes promptly emptying the contents of machines on completion of the washing or drying cycle so that others may use the machines. Please follow instructions and do not do anything which might cause problems or damage the machines including: using too much detergent or placing rubber items in the dryer. Any problems which do occur should be reported to the building staff.

Lobby, Public Halls, and Elevators

Obstruction: The entrance, lobby, public halls, stairways, elevators, and other public spaces shall not be obstructed, or used for purposes other than those intended primarily for ingress and egress to apartments. No articles may be left in the entrance, lobby, public halls, stairways, or other public spaces, including, but not limited to baby carriages, bicycles, scooters, etc.

Children: Children are not allowed to play in the entrance, lobby, public halls, stairways, elevators, or other public spaces.
Solicitation: Subject to the next sentence, there shall be no solicitations or posting of advertisements by residents or non-residents in any public area of the building. Notices may be posted on the bulletin board opposite the mail boxes.

Moving In and Moving Out
Move-in and move-out must be approved by the managing agent and must be scheduled with the superintendent at least two weeks in advance. A non-refundable deposit to cover damage, as well as proof of proper insurance, are required. The movers must use the appropriate prepared elevator and the basement entrance. Moves must take place on non-holiday weekdays, beginning after 9:00 a.m. and ending before 5:00 p.m.

Noise
One of the most vexing problems in apartment living is the right to enjoy music, television, or the company of friends balanced against one’s neighbor’s right to the quiet enjoyment of their living space. Often this can and should be a matter of exercising discretion and consideration, such as not placing stereo or television speakers next to a shared wall or on the floor, or walking on lightly covered floors with hard shoes late at night.

No resident shall make or permit any disturbing noises in the building that shall interfere with the rights, comfort or convenience of other residents. No resident shall play or permit to be played any musical instrument, television, radio, stereo, or CD player between the hours of 10:00 p.m. and 8:00 a.m. if doing so disturbs other occupants of the building. Similarly, instrument or voice practice which disturbs neighbors should be limited in time to a maximum of two consecutive hours. Complaints about excessive noise can be registered with the doorman and may also be made in writing to the managing agent.

Pets
No animal (including birds and exotic species) shall be kept in an apartment without permission of the Board. Residents who wish to have pets must obtain written permission from the Board (applications can be obtained from the managing agent). Permission for allowing any pet is revocable at any time at the Board’s discretion, and will be revoked when in the opinion of the Board constitutes a nuisance or disturbs or annoys other occupants, and the Board shall be the sole judge of such determination.

Pets must be in a carrier, firmly held, or on a leash when in the entrance, lobby, elevators, or other public spaces of the building. Pets may not be left unattended in the lobby. Pet owners are responsible for any cleanup which may be required and for any damage caused by their pets.

Repairs
Tenants who were in residence at the time of the building’s conversion to a cooperative corporation and who did not purchase their apartments are entitled to have the same sort of repairs that were performed prior to the conversion.

For shareholders, some repairs are the responsibility of the Corporation, and will be done with no charge to the individual shareholder; other types of repairs are the responsibility of the shareholder. In general the distinction is that items inside the walls (such as pipes, electrical wiring, and the heating and air conditioning system) are the responsibility of the Corporation. Items outside the walls (including painting, exposed plumbing such as faucets, and electrical switches and outlets) are the responsibility of the shareholder. Any damage caused by a shareholder or a member of the shareholder’s household or a guest or contractor of the shareholder is the responsibility of the shareholder.
Residents requiring repairs should fill out a work order form which is available at the doorman’s stand. The building staff (consistent with their other duties) may also make some minor repairs which are the shareholder’s responsibility. There may be a charge for labor for such repairs. Any necessary parts will be obtained and paid for by the shareholder. Costs will be made known to the shareholder prior to the work being performed.

Staff members (if available) may be hired to work outside their normal working hours, but this is a matter of private contract between the shareholder and the staff member.

Tenants subleasing from an individual shareholder must go through their landlord (i.e., the shareholder from whom they are subleasing) to arrange for repairs, except in the case of fire, flood, or other emergency, when they should contact the superintendent directly.

**Selling, Refinancing, Subletting**

Before (1) offering an apartment for sale, (2) purchasing an apartment, (3) offering an apartment for sublet, (4) transferring shares, or (5) refinancing a mortgage on an apartment, a shareholder must contact the managing agent and comply with current procedures and fee requirements.

*Selling:* In addition to complying with the applicable procedures and payment of the required fees, no sale may occur without the approval of the Board.

Viewings of the apartment by non-building residents are permitted Monday through Friday during the hours between 9:00 a.m. and 5:00 p.m. Real Estate Brokers showing an apartment must leave a business card with the doorman. Open Houses are restricted to the same weekday hours, and may only be held if prior approval is obtained from the Board. Prospective buyers must be escorted to and from the apartment by a designated agent of the seller.

*Purchasing, transferring shares, and refinancing:* In general, the purchase of another apartment, the transfer of shares, or the refinancing of a mortgage requires the applicant to provide the same information as required in the initial purchase with the exception of personal information and references. Completion of the transaction is contingent upon approval by the Board.

*Subletting:* In order to preserve the character of our building, as well as to enhance the safety and security of all building residents, the House Rules are hereby amended concerning the subletting of apartments. The following is the building’s policy concerning the subletting of apartments:

A. The subletting of apartments is allowed only on a very limited basis, and only with the prior written consent of the building’s managing agent and Board of Directors. In every instance, the safety, security and quality of life of all shareholders in residence shall be the primary concern in determining whether or not to permit a sublet.

B. Any consent to sublet may be subject to any conditions that the Board of Directors or Corporation may impose. There shall be no limitations on the rights of the Board of Directors or the Corporation to grant or withhold consent, for any reason or for no reason, to a sublet.

C. Permission to sublet shall be granted on the following basis:
1. Each application to sublet shall contain certain information regarding the proposed subtenant and shall be submitted to the building’s managing agent and reviewed by the Board of Directors.

2. Shareholders must reside in the building for a minimum of two (2) years before applying to sublet.

3. Any prospective sublease shall be for a term not less than twelve months.

4. Shareholders may only sublet their apartment for two (2) years out of any five (5) year period.

5. For each twelve (12) month period of the sublet or any part thereof, the Corporation shall be paid a non-refundable fee in an amount equal to one month’s sublease rental fee, due upon granting of permission to sublet. In the event of an escalating rent in the sublease, the highest monthly dollar amount of rent will be used.

6. The Admissions Committee of the Board of Directors shall be the forum for all considerations stated herein.

Smoke/Carbon Monoxide Detectors

Apartment fires can be sudden, quick, and devastating, and all residents are expected to take sensible precautions. Every apartment has been provided with a New York City fire safety notice to be attached to the front door. Residents should be familiar with these procedures, so that they can be followed quickly in the event of a fire. All shareholders and residents must abide by all laws and current New York City regulations regarding installing and maintaining smoke/carbon monoxide detectors/alarms.

Smoking In The Public Areas Of The Building

Pursuant to the New York City Department of Health April 1965 Amendment to No Smoking Laws, all smoking within any common areas of the building, i.e. stairs, corridors, hallways, lobby, fitness facility, elevators, etc., is **strictly prohibited.** This applies to everyone in the building. To avoid fire, residents are cautioned not to extinguish cigarettes, cigars, etc., in trash receptacles or on carpeting.

Storage

The basement contains rental storage lockers. These are generally all rented, but when any become available they are assigned in accordance with a standing waiting list maintained by the managing agent. More information regarding obtaining a locker and relevant fees may be obtained from the managing agent. Storage lockers are only available to resident shareholders.

Vehicles

No vehicles (including motorcycles and bicycles) belonging to a shareholder or a family member, guest, or tenant of any shareholder shall be parked in such a manner as to impede or prevent easy and ready access to any entrance of the building.
Washing Machines, Dryers, and Other Appliances

Washing machines and dryers are available in the basement for use by all residents. No washing machines or dryers are allowed to be installed in apartments without written approval by the Board. Such approval is subject to the installation’s meeting all building and New York City building electrical and plumbing standards and regulations, and an engineering inspection and approval by the building engineer, at the shareholder’s cost. Installed washing machines are subject to an annual inspection and fee.

No jacuzzis or garbage compactors or disposal mechanisms are allowed.

Windows

Windows shall be kept clean at the shareholder’s expense, and exterior cleaning shall be in compliance with Section 202 of the New York Labor Law.

Window guards are required by law for any apartment in which a child under ten resides. Window guards may also be requested for any apartment in which a child is frequently present. Each year every building resident must fill out a NYC Window Guard Form, whether or not they have children. Residents who need or desire window guards, or need them repaired, should contact the managing agent.

The foregoing House Rules may be amended or changed at any time by resolution of the Board. Similarly any consent or approval given pursuant to these House Rules by the Board is subject to revocation. In addition, the Board may determine to assess further fees for violations of these House Rules.
ATTACHMENTS

Lex Owners Corp.
123 EAST 75TH Street
New York, NY 10021

AUTHORIZATION TO ADMIT and USE KEYS

Shareholder or Resident ___________________________ Apt. No. ____________

Name(s) of Guest(s)* or Invitee(s) to whom keys may be given or who may be admitted if they have the key ____________________________

Guest _____ Employee _____ Workman _____

Valid From: ___________________________ To: ___________________________

The lessee hereby authorizes the use and occupancy of the apartment by the above named guest(s) or invitee(s) of the lessee and assumes full responsibility for such use and occupancy.

Shareholder or Resident Signature ___________________________ Date __________________

* A guest’s stay in the building may not exceed thirty (30) days. If shareholder wishes a guest(s) to remain in the apartment beyond the thirty (30) day period, the managing agent must be notified and written approval must be obtained as authorized by the Board. No guest(s) may occupy an apartment unless one or more of the permitted adult residents are then in occupancy or unless consented to in writing by the Board.

REQUESTS NOT IN PROPER FORM WILL NOT BE HONORED

Doorman’s Signature ___________________________ Date __________________