PLEASE COMPLETE THE SUBLEASE REQUIREMENTS AND SUBMIT ONE ORIGINAL SET TO MAXWELL-KATES, INC AT 9 East 38th Street New York, N.Y. 10016 6th floor att: 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).

Please note that the Board of Directors has sixty (60) days from the time the Board receives a completed application from management to determine whether or not they will meet with an applicant(s). Should an interview be granted, this interview does not guarantee approval. The decision whether to approve the application or not will be given by management to the applicant or their representative only after the Board has advised management of same. Also, please note the applicants and their representatives are not authorized to contact the Board of Directors directly but must always do so through the management office.

REQUIREMENTS: (All Shareholders wishing to sublet their apartments would be required to submit a separate letter to the Board informing the Board of their intention to sublet, prior to their submitting this sublet application).

1. Copy of Duly Executed Sublease Agreement.
2. Sublease Application filled out in its entirety.
3. Three (3) Personal Letters of Reference (no relatives).
4. Letter of reference from current Landlord or Managing Agent.
5. Employer reference letter stating salary, position and length of employment.
8. Lead Paint Disclosure Form and Window Guard Form completed.

THE FOLLOWING FEES MUST BE SUBMITTED WITH SUBLEASE PACKAGE:

SUBTENANT’S FEES:

1) PROCESSING FEE - A check made payable to Maxwell-Kates, Inc. for $350.00 (NON-REFUNDABLE) which must be submitted with the Board Package.
2) CREDIT CHECK FEE - A check in the amount of $165.00 (NON-REFUNDABLE) per individual payable to Maxwell-Kates, Inc. to be submitted with the Board package.
3) DOCUMENT REPRODUCTION/MESSANGER FEE in the amount of $150.00 payable to Maxwell-Kates, Inc. (non-refundable)
4) MOVE-IN FEE in the amount of $300.00 made payable to Mark Twain Owners Corp.

SHAREHOLDER’S FEES:

1) SUBLET FEE of 15% of the annual maintenance (Year 1), 20% of the annual maintenance (Year 2), 25% of the annual maintenance (Year 3). Please review sublet policy included with this application.

IMPORTANT NOTE: INITIAL SUBLET LEASE CAN ONLY BE FOR ONE YEAR AT A TIME

9 East 38th Street, 6th Floor, New York, NY 10016
Tel: 212.684.8282  Fax: 212.684.8077  www.maxwellkatesinc.com
APPLICANT'S RELEASE

Re:

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) releases 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
MARK TWAIN OWNERS' CORP. SUBLET POLICY

The Board of Directors, with the assistance and recommendations of a Committee of Owners, is pleased to announce this Sublet Policy for the Mark Twain Owners' Corp. Keep in mind that any sublet is subject to the approval of the Board, and that the Board can withhold approval for any reason or for no reason. The Policy set forth here serves as a guide for our shareholders, and it does not restrict the Board's obligation to act in its business judgment to further the best interests of the Mark Twain Owners' Corp, and its shareholders.

It is vitally important that the number of non-owner occupied apartments not reach a level that will endanger our ability to negotiate a renewal of the building's mortgage or affect the ability of individual owners to sell their apartments. We must preserve the most important concept of a co-op - a group of concerned owners living together and working together for a well-run, well-maintained, safe building. This Policy protects the integrity of the building's financial position and protects all owners who need or hope to sell now or in the future. The policy is not unduly restrictive and is a safeguard for all owners.

Beginning January 1, 1998, the following Sublet Policy is in effect:

1. Any owner who wishes to sublet his or her apartment must obtain from and submit a completed application to the office of the managing agent, Maxwell Karas, Inc. Only a completed application then will be forwarded to the Board. The Board, using its business judgment, will approve or disapprove of the proposed sublet in accordance with the terms of the Proprietary Lease, the corporation's By-Laws and this Sublet Policy.

2. Sublets are for an initial period of one year only. Sublets for shorter than one year will be considered only under those circumstances the Board, in its sole discretion, considers extraordinary.

3. The sublet may be extended for a second year, and then a third, only upon proper application and approval of the Board. No subletting beyond a third year will be permitted.

4. Sublets will be subject to a general sublet fee in the amount of 15 percent of the maintenance for the first year, then escalating to 20 percent of the maintenance for the second sublet year and 25 percent of the maintenance for the third sublet year. The applicable sublet fee must be paid in advance to MTDC, prior to the beginning of each sublet year. Sublets also will be subject to additional fees set forth in the sublet application package, including but not limited to an application processing fee and move-in fee.

5. During a sublet, the owner remains responsible for timely maintenance payments and full compliance by the sub-tenant with all applicable provisions of the Proprietary Lease as well as with all house rules.

6. For those who are currently subletting with the approval of the Board, the first year requirement as stated above will apply upon expiration of any sublease in effect on January 1, 1996. An application to renew any existing sublet must be submitted at least 30 days prior to its expiration, and will be subject to review and decision by the Board.
SUBLET POLICY ACKNOWLEDGEMENT

THIS FORM IS TO BE ACKNOWLEDGED BY SHAREHOLDER(S) AND SUBTENANT(S)

UPON THE EXPIRATION OF THIS SUBLET, THE SHAREHOLDER AND TENANT MUST APPLY TO THE BOARD OF DIRECTORS FOR A RENEWAL (IF ALLOWED BY THE SUBLET POLICY OF THE APARTMENT CORPORATION), AT LEAST SIXTY (60) DAYS PRIOR TO EXPIRATION DATE BY SUBMITTING THE FOLLOWING:

1) FULLY EXECUTED RENEWAL SUBLEASE AGREEMENT.

2) ALL PROCESSING FEES DUE FOR SUBLEASE RENEWAL.

IF SUBLET IS NOT OFFICIALLY RENEWED YOU WILL BE IN VIOLATION OF THE SUBLET POLICY OF MARK TWAIN OWNERS CORP. AND A PENALTY WILL BE IMPOSED TO THE SHAREHOLDER.

DATE: _______________ APARTMENT# __________

__________________ ____________________
SHAREHOLDER SUBTENANT

__________________ ____________________
SHAREHOLDER SUBTENANT
SHAREHOLDER(S) INFORMATION:
Date ________________ 20__
Apartment # __________
Lease Term: From: ________________ To: ________________
Rent: Monthly: $____________ Yearly: $____________
Shareholder(s): ____________________________________
Forwarding Address: __________________________________
Home Phone #: __________________________ Business Phone #: __________________________

---------------------------------------------------------------------------------------

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 Mo. 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 _______________
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 MARK TWAIN OWNERS CORP. AND GIVE MY (OUR) ASSURANCE THAT ALL MEMBERS OF MY HOUSEHOLD AND GUESTS WILL CONFORM TO THEM.

______________________________
APPLICANT SIGNATURE

______________________________
APPLICANT SIGNATURE
CREDIT REPORT AUTHORIZATION

In order for you to comply with the provisions of Section 606 of the Fair Credit Reporting Act, I authorize you to retain a Credit Reporting Agency, which agency may obtain, prepare and furnish credit reports concerning me.

I understand that upon request I am entitled to a disclosure of the nature and scope of the Investigation to be requested by you of said Credit Reporting Agency.

__________________________________________  _______________  __________________________
Applicant's Signature                      Social Security #            Date of Birth

__________________________________________  _______________  __________________________
Applicant's Signature                      Social Security #            Date of Birth

Date
DEPARTMENT OF HEALTH
THE CITY OF NEW YORK
NOTICE TO TENANT OR OCCUPANT

You are required by law to have window guards installed in all windows* if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment if a child 10 years of age or younger lives in your apartment, OR

if you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly, an inspection by the landlord will follow.

CHECK WHICHEVER APPLY:

[ ] CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
[ ] WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS*

[ ] NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT.
[ ] WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS*

[ ] I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER
[ ] WINDOW GUARDS NEED MAINTENANCE OR REPAIR

[ ] WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR

Tenant's Name: ___________________________ (Signature)

(Print)

(Address/Apt. No.)

(Date)

RETURN THIS FORM TO:
MAXWELL-KATES, INC. 9 EAST 38TH STREET
6TH FLOOR NEW YORK, NY 10016

For Further Information Call:
Windows Falls Prevention (212) 788-4269/4270

*Except windows giving access to fire escapes or a window on the first floor that is required means of egress from the dwelling unit.
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor’s Disclosure
(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee’s Acknowledgment (initial)
(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent’s Acknowledgment (initial)
(e) _____ Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<table>
<thead>
<tr>
<th>Lessor</th>
<th>Date</th>
<th>Lessor</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lessee</td>
<td>Date</td>
<td>Lessee</td>
<td>Date</td>
</tr>
<tr>
<td>Agent</td>
<td>Date</td>
<td>Agent</td>
<td>Date</td>
</tr>
</tbody>
</table>
SUBLEASE AGREEMENT

The parties agree as follows:

Date of this Sublease:

Parties to this Sublease:

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 includes them.

Information from:

Over-Lease:

Landlord:
Address for notices:

Overtenant:
Address for notices:

Date of Over-Lease:

Term: from: to:
A copy of the Over-Lease is attached as an important part of the Sublease.

Term: 1. years: months: Beginning:
ending:

Premises rented:

2.

Use of premises:

3. The premises may be used for: only.

Rent:

4. The yearly rent is $ . The Undertenant, will pay this yearly rent to the Overtenant in twelve 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 $ . Overtenant states that Overtenant has received it. Overtenant agrees to hold the security in accordance with Paragraph of the Over-Lease.

Agreement to lease and pay rent:

6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it has the authority to do so. You, the Undertenant, agree to pay the Rent and other charges as required in the Sublease. You, the Undertenant, agree to do everything required of you in the Sublease.

Notices:

7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".

Subject to:

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

Overtenant's duties:

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

Consent:

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 Overtenant are binding on you, the Undertenant, except these:
   a) These numbered paragraphs of the Over-Lease shall not apply:
   b) These numbered paragraphs of the Over-Lease are changed as follows:
No authority: 12. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not rent or other charges to the Landlord, but only to the Overtenant.

Successors: 13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assignee, heir, or a legal representative such as an executor of your will or administrator of your estate.

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

Signatures: OVERTENANT: __________________________________________________________________________________________

You, the UNDERTE NANT: __________________________________________________________________________________________

Witness: __________________________________________________________________________________________

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty: __________________________________________________________________________________________

Guarantor and address: __________________________________________________________________________________________

Reason for Guaranty: 1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Undertenant’s performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant.

2. I have a substantial interest in making sure that the Overtenant rents the premises to the Undertenant.

Guaranty: 2. The following is my Guaranty: I guarantee the full performance of the Sublease by the Undertenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges in addition to the Guaranty terms.

3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes.

Waiver of notice: 4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of non-payment or non-performance.

Performance: 5. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform without first demanding that the Undertenant perform.

Waiver of jury trial: 6. I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.

Changes: 7. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.

Signatures: WITNESS: __________________________________________________________________________________________

GUARANTOR: __________________________________________________________________________________________

EPA and HUD Lead Paint Regulations, Effective September 6, 1996

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants. Use the following

BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Lead Paint Information Booklet 3141 Lead Paint Lease Disclosure Form

December 6, 1996 for owners of 2 to 4 residential dwellings

Lease less than 100 days, 0-bedrooms units, Olsen and landscaped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.
HOUSE RULES May, 2005
MARK TWAIN OWNER’S CORPORATION
100 West 12th Street
New York, NY 10011
212-924-7348

Managing Agent:
Maxwell Kates, Inc.
9 East 38th Street 6th. Floor
New York, NY 10011
Phone: (212) 684-8282
Fax: (212) 684-8077

The purpose of this collection of House Rules is, first, to ensure the comfort and safety of all residents of 100 West 12th Street, as well as to clarify the various policies of the Corporation regarding structural, security, and quality-of-life issues in our building.

This document has been assembled by the board of directors, in accordance with the Proprietary Lease, to explain building policies thoroughly. Shareholders must understand that they are buying shares of a corporation that operates co-operatively according to these rules. When you buy into a co-op that implies that you want a place that has rules and restrictions, both on all of your neighbors and on yourselves, in order to create a safe and comfortable living environment. These rules apply to all residents, which means all shareholders, as well as to shareholders’ families, co-inhabitants, guests, and subtenants. Shareholders and other residents are encouraged to contact the managing agent should clarification be required regarding any of the House Rules.

These rules supersede all past House Rules and are effective when distributed.

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A. GENERAL HOUSE RULES

1. Residents shall deposit with the superintendent a complete set of keys so as to permit entry into the apartment in case of emergency. Keys should not be left with the door attendant.

2. New shareholders must provide a Certificate of Insurance at their closing.

3. Shareholders shall maintain personal liability insurance covering injuries and damage caused to others and other apartments in the building. Effective in 2005, each shareholder is required to maintain an insurance policy with coverage for personal liability of at least $300,000. Shareholders must provide proof of this insurance each year when the managing agent requests it.

4. Individual shareholders must immediately notify the managing agent and the board of directors in writing of cancellations or changes in the liability coverage of their Home Owner’s Insurance.

5. The board of directors may amend or repeal the House Rules at any time and enact new ones as needed.

6. Any consent granted by the directors or the managing agent under these House Rules shall be revocable at any time at the sole discretion of the board of directors.

7. If the directors determine that a House Rule has been violated, they may take such action, as they deem necessary, including admonitions, warnings, the imposition of administrative fees, or other legal remedies.

B. NOISE & COMPLAINTS

1. No resident shall make or permit any unreasonably disturbing noises in the building or do or permit anything to be done which will materially interfere with the rights, comfort, or convenience of other residents.
   a. No person shall conduct vocal exercises or play stereo equipment, television, radio, VCR, DVD or other electronic equipment, or any musical instrument at any unreasonable level, which can be heard in any other apartment, thereby intruding upon the comfort of others in the building. This is expressly prohibited between the hours of 10:30 pm to 8 am.
   b. Noise making devices such as vacuum cleaners and floor waxing machines may not be used between 10:30 PM and 8 AM.
   c. Regular use of electric or manual tools at any time shall not be permitted if the noise unreasonably disturbs other residents. Noise-making tools should never be used between 9:30 PM and 8 AM.

2. Complaints about other residents (such as noise, etc.), should be handled by the superintendent or door attendant.

3. If problems cannot be resolved satisfactorily, despite staff or personal intervention, complaints should be addressed in writing to the managing agent and board of directors.

4. All such complaints will be kept in the strictest of confidence.

5. The floors of each apartment MUST be covered with rugs or carpeting and insulation pads or other effective noise reducing material, to the extent of at least 80% of the floor area of each room
   excepting only kitchens, bathrooms, and closets.

6. Complaints about building services should be made to the superintendent, or if absent, the handy person, or door attendant.
7. Ongoing problems should be reported in writing to the managing agent.
8. Questions and suggestions can be left in the box in the basement, which is marked BOARD.
   a. The Cooperative Corporation strictly prohibits unlawful discrimination and harassment, as
defined by the laws of New York City
   b. No resident or building employee shall treat any building employee, management employee,
      employee of any building contractor, or any other resident or guest in a harassing or
discriminatory manner.
   c. Any such incident or complaint may be reported to any member of the board of directors who
      shall investigate such incident or complaint promptly and seriously and shall take appropriate
      action.

C. COMMON AREAS
1. Public halls and stairways shall not be obstructed or used for any purpose other than the ingress and
   egress from the apartments in the building. The fire escapes shall not be obstructed in any way.
2. Neither children, pets, nor adults shall play in the public halls, lobby, stairways, fire escapes, or
   elevators.
3. No article shall be placed in the public halls or on the staircase, landings or fire escapes. Nothing shall
   be hung or shaken from the doors, windows, terraces, or fire escapes or placed upon the windowsills
   of the building.
4. Plants shall not be placed on exterior windowsills facing 6th Avenue, 7th Avenue, or West 12th Street.
   In other areas, residents may apply to the board (in writing) for permission and if permission is
   granted (in writing), a wrought iron plant holder must be installed under the supervision of the
   superintendent. Such plant holders are installed in the brick façade and must be installed with proper
   waterproofing to protect the façade. The owner of the installed planter is solely responsible for any
   damage to the building and is liable for all claims and suits that may result.
5. No bicycles, scooters, baby carriages, grocery carts, skateboard, skates, or other equipment or vehicles
   shall be allowed to stand in the passageways, stairways, or any other public part of the building.
6. Wearing roller blades, skates, or riding skateboards or bicycles in the public halls, lobby, or other
   common areas is prohibited.
7. No umbrellas, boots, shoes, or other similar items shall be left standing in the public halls or lobby.
8. No sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or
   other part of the building.
9. No public hall of the building shall be decorated or furnished by any resident in any manner.
10. Residents may not post notices in public halls, lobby elevators or on doors. The superintendent and
    the board can at their discretion place important notices in these areas.
11. The bulletin board near the mailboxes is to be used only to post notices and information relating to
    building certificates, board meetings, and other official business of the building.
12. Residents wishing to post notices of things they are personally involved in that may be of interest to
    other residents should use the bulletin board in the laundry room.
13. No radio or television antennae or satellite dish shall be attached to or hung from the exterior of the building without the prior written approval of the board.

14. Costs for repairs for any damage to the public halls, lobby, floors, furniture in the lobby, elevators, or any other common area, which is or has been caused by any resident, their pets or their guests is the specific responsibility of the resident.

15. The superintendent, maintenance person (handyperson), or door attendant should be notified immediately of any spills or other accidents in the common areas so that they can be properly treated and avoid permanent damage.

16. Residents may not use the telephone in the lobby except for emergencies. This telephone is reserved for the staff to use in emergencies.

17. The roof of the building may not be used by the residents. In addition to danger, walking about the roof may damage the roofing materials.

18. Residents shall keep the windows of their apartment clean.

19. In case of refusal or neglect by the resident to clean windows within 10 days after notice in writing from the managing agent, such cleaning may be authorized by the board of directors.

20. The board of directors has the right for its officers or authorized agents, to enter the apartment for such purpose, and to charge the cost of such cleaning to the resident.

21. No awnings or ventilators shall be used in or about the building, except such as shall have been expressly approved by the board of directors; nor shall anything be projected out of any window without similar approval.

22. Only sleeve-type air conditioners designed to fit the entire sleeve are permitted. Air conditioners may not protrude from the air conditioner sleeve beyond the exterior wall of the building.

23. Air conditioners may not be installed in windows except in special circumstances as approved by the board. Air conditioners in windows facing fire escapes must never in any way block the fire escape route.

24. No smoking is allowed in elevators, public halls, stairways, lobby, or any other common area.

25. The lobby may not be used for meetings, except organized by the directors or with the written permission of the directors.

D. PETs & OTHER ANIMALS

1. The keeping of dogs, cats, and other common pets is conditional upon the resident maintaining the animal so as not to interfere with the rights of other residents of the building and in compliance with the House Rules.

2. At no time shall the number of pets in any apartment be excessive. The board of directors reserves the right to define at any time the term "excessive".

3. The board retains the right to limit the number of birds or animals, as well as deny the keeping of any particular bird or animal.

4. Dogs and cats must always be under control and on a leash or carried when outside their apartment.

5. Animals should not be allowed to roam or play in the public hallways.
6. Snakes, lizards, or other exotic reptiles are not allowed.

7. Any animal, not specifically classified as a domesticated pet, is prohibited.

8. Fish tanks must be installed in a safe and generally accepted manner to avoid leaks and electrical problems. Such installations should be approved by the board.

9. No pigeons or other birds or animals shall be fed from the windowsills, terraces, fire escapes, or other public portions of the building or on the sidewalks or street adjacent to the building.

10. Outside dog walkers must have all the dogs in their charge under their control and on leashes, and be sensitive to the disturbance several dogs may cause others residents. Residents are responsible for outside dog walkers adhering to all the House Rules.

E. APARTMENT INTERIORS/SPACE
1. On the advice of the Engineers the following items are prohibited in individual apartments:
   a. Washing machines, dryers, Jacuzzis, whirlpool baths, garbage disposals.
   b. The board reserves the right to inspect any apartment when evidence suggests that any of these appliances has been installed. A monetary penalty will be imposed for an unauthorized installation, in addition to requiring removal of the appliance.

2. Installation or removal of any stove, refrigerator, dishwasher, water filter, or other appliance requiring connection to a plumbing or gas line shall be coordinated with the superintendent, and any such work must be done by a licensed and insured plumber.

3. Sinks, toilets, baths, and other water drainage systems should not be used for the disposal of garbage such as sweepings, rubbish, or rags. The resident shall pay costs of repairing damage caused by misuse.

4. No auction sale or sale of apartment contents shall be held in any apartment without the consent of the board.

5. There is a regular exterminator service available for all apartments. Residents should make use of this service on a regular basis, to ensure that the apartment and the building in general are protected. Residents should notify the superintendent whenever this service is wanted.

6. The staff or the authorized workers of the Mark Twain Owners Corporation shall be permitted to enter, inspect, and examine the apartment at any reasonable hour of the day upon notice or at any time and without notice in case of emergency to make or to facilitate any necessary repairs or to abate hazardous conditions.

7. Front door keys are provided by the superintendent to shareholders and residents.

8. Two (2) keys for each apartment are provided without charge.

9. Any additional front door keys are chargeable to the shareholder/resident at the current price of the keys. The shareholder/resident must request these keys from the superintendent who, in turn, will give the locksmith approval prior to duplication.
F. PLANTS
1. Plantings placed on terraces shall be in containers elevated at least one inch (1") off the surface of the terrace.
2. Containers shall have adequate drainage holes to permit proper water drainage.
3. Containers shall not be placed within two inches (2") of parapet walls.
4. Instead of using rocks or terra cotta shards for drainage in the bottom of the planters, Residents are encouraged to use lightweight plastic foam packing “peanuts”.
5. It shall be the responsibility of each resident to maintain the containers in good condition.
6. Residents are encouraged to use lightweight containers and lightweight soil mixtures containing 20-25% perlite (a light volcanic pebble) rather than mica or vermiculite, which are heavy.
7. The Corporation reserves the right to require removal of non-conforming containers at the resident’s expense.

G. LAUNDRY ROOM
1. Residents shall use the Laundry Room facilities during the hours designated by the board.
   a. The Laundry Room is available on a “first-come, first-served” basis.
   b. Laundry Room hours are, as of this issuance, as follows:
      - Monday-Thursday: 8:00 AM – 11:30 PM
        last wash to begin no later than 10 PM
        Laundry room closes at 11:30 PM.
      - Friday – Sunday: 24 hours

2. Any malfunctions should be reported immediately to the superintendent or the handyperson or door attendant if the superintendent is not available.

3. The basement will be closed occasionally for floor painting or other needed work. Every effort will be made to place notices of such closings at least two days in advance.

4. It is acceptable for persons to empty machines when someone has failed to remove clothes from a completed run and when no other machine is available. However, the clothes should then be neatly placed on the table.

H. STORAGE ROOM
1. Residents must get approval from the superintendent prior to placing any items in the Storage Room.
   a. The Cooperative Corporation is not responsible for the safekeeping of such items.
   b. All items placed in the Storage Room must be identified with the name of the shareholder/resident and the apartment number.
   c. No flammable materials shall be placed in the Storage Room.
   d. No cardboard items, furniture, wooden items, bedding, appliances, exercise equipment, or bicycles shall be placed in the Storage Room.
   e. Access to the Storage Room must be obtained from the superintendent or handyperson:
      - Monday-Saturday: 9:00 AM – 4:00 PM
      - Sundays and holidays: No access

2. The board shall have the right, when necessary, to curtail or reallocate any space devoted to storage or laundry purposes.
I. GARBAGE

1. The garbage chutes on each floor are to be used for closed, bagged garbage only. No recyclables are to be placed down the chute. This includes, but is not limited to glass, pottery, mail of all types, office paper, boxes, and plastic bottles. A list of what constitutes recyclables can be found in the basement on the wall near the recycling bins.

2. Bags too large to fit into the chutes must be brought to the basement and deposited in the proper containers.

3. No garbage, bottles, cardboard, newspapers, etc., should be left on the floor of the garbage chutes.

4. Never drop flammable, explosive, corrosive, combustible, or noxious substances, lighted cigarettes, or cigars down the chute. This includes carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, oil soaked rags, or empty paint cans.

5. Combustible materials should be so labeled and left on the basement hallway floor leading to the storage room.

6. Kitty litter should be taken directly to the basement and NOT dropped down the chute.

7. Vacuum cleaner bags, etc., as well as other accumulations of dust, dirt, etc., should be securely wrapped before being dropped down the chute.

8. For the safety of the staff and other residents, broken glass should be carefully wrapped in papers and placed in the garbage bins in the basement.

9. All wet debris should be securely wrapped, preferably in a plastic bag, and should be small enough to fit easily down the chute.

J. RECYCLING

1. All recyclable items, as required by NY law, are to be taken to the basement and placed in the bins (or table) provided for them.

2. Small cartons should be taken to the basement and placed on the floor under the appropriate sign.

3. Disposal of furniture, equipment, appliances, or other large items must be arranged for with the superintendent.

   a. These items should not be placed in the basement or on the street without the superintendent’s approval.

4. Failure to comply with NYC law will lead to violations and fines for the building. Therefore, any shareholder who does not make every effort to follow the recycling rules will be subject to penalties.

5. For the convenience of residents there is a bin by the mailboxes specifically for junk mail disposal.

K. MISCELLANEOUS

1. The board of directors has and will exercise the right to impose an administrative charge for infractions of the House Rules.

   a. The minimum administrative charge for each infraction is $100.
b. In cases requiring changes such as removal of obstructions or added carpeting, or lateness in providing proof of Home Owner's Insurance, due notice will always be given and a reasonable deadline set.

2. Shareholders must notify the superintendent at least 24 hours in advance of any Open House.
   a. If possible, all Open Houses should be scheduled between 4:00 pm and 6:00 (or later during door attendant hours).
   b. If Open Houses are scheduled when a door attendant is not on duty, someone representing the shareholder or the real estate broker should be posted at the door during the hours of the Open House.
   c. The shareholder is responsible for seeing that no strangers are wandering in the halls. If the halls, basement, or stairways are being shown during an Open House, someone should accompany the visitors.

3. All visitors must be announced via the intercom by the door attendant on duty.
   a. The only exception to this is if the resident has instructed the door attendant that he/she is expecting a specific visitor and does not wish to be bothered by a call on the intercom. In this case, the resident MUST provide the door attendant with the name of the visitor (or another appropriate designation such as "telephone repairman", etc.) and the door attendant will then determine (by asking the name of the visitor) that this is the expected person.
   b. If a resident wishes to have a group of people allowed to enter without the announcement (such as for a meeting or party), the resident MUST provide the door attendant with a list of the names of the individuals in the group. The door attendant will then check the names of visitors from that list before allowing them to pass. If the name is not on the list, they will be announced via the intercom and not allowed to pass until the resident approves.
   c. If the door attendant is away, arriving guests or delivery persons must announce themselves.
   d. Residents must not buzz any person into the building who is not expected or not recognized.
   e. Residents must not let any people in the front door, unless they know they are current residents of the building.
   f. No resident shall send any employee of the building out of the building on any private business of a resident.
   g. Door attendants shall not be called away from the door by apartment inhabitants unless in an emergency.

4. Any consent or approval given under these House Rules by the board shall be revocable at any time.

5. These House Rules may be added to, amended, or repealed at any time by resolution of the board of directors.

I. MARK TWAIN OWNER'S CORP. SUBLET POLICY

It is vitally important that the number of non-owner occupied apartments not reach a level that will endanger our ability to negotiate a renewal of the building's mortgage or affect the ability of individual owners to sell their apartments. We must preserve the most important concept of a co-op: "a group of concerned owners living together and working together for a well-run, well-maintained, and safe building". This policy protects the integrity of the building's financial position and protects all owners who need or hope to sell now or in the future. The policy is not unduly restrictive and is a safeguard for all of us.

- All sublets are subject to approval by the board of directors
- The board can withhold approval for any reason.
The policy set forth here serves as a guide for our shareholders, and it does not restrict the board's obligation to act in its business judgment to further the best interests of the Mark Twain Owners' Corp., and its shareholders.

Effective with the publication of these rules, the following SUBLET POLICY is in effect:

1. Any shareholder who wishes to sublet an apartment must notify both the managing agent and the board of directors at least 4 weeks in advance. They must obtain from and submit to the managing agent a completed application. Only a completed application will be forwarded to the board of directors. The board, using its business judgment, will approve or disapprove of the proposed sublet in accordance with the terms of the Proprietary Lease, the Corporation's by-laws, and this Sublet Policy. The person to whom the apartment will be sublet is subject to an interview, and must be approved by the board.

2. Sublets are for an initial period of one (1) year only. Sublets for shorter than one year will be considered only under those circumstances the board in its sole discretion considers extraordinary.

3. The sublet may be extended for a second year, and then a third, only upon proper application and approval by the board of directors.

4. Sublets will be subject to a general sublet fee as follows:
   a. **First year:** 15% of the maintenance.
   b. **Second year:** 20% of the maintenance.
   c. **Third year:** 25% of the maintenance.
   d. The applicable sublet fee must be paid, in advance, to Mark Twain Owner's Corporation, prior to the beginning of each sublet year.
   e. Sublets will also be subject to additional fees set forth in the sublet application package, including but not limited to an application-processing fee and a move-in fee.

5. A Shareholder who has sublet an apartment for the three years allowed by the coop rules may, after two years during which the shareholder has not sublet the apartment, apply to the board for an extension of either one or two years. This request must be made in writing and include the reason for the sublet. If the request is approved, the following fee structure will apply (to be paid in advance of the sublet move-in):
   a. **Each year:** 25% of the maintenance
   b. All sublet tenants for any additional years must be approved by the board and the lease must be presented to the board

6. During a sublet, the owner remains responsible for timely maintenance payments and full compliance by the sub-tenant with all applicable provisions of the Proprietary Lease as well as all House Rules.

7. An application to renew any existing sublet must be submitted at least 30 days prior to its expiration, and will be subject to review and decision of the board.

M. **UNAUTHORIZED SUBLETS**

Any shareholder who sublets without approval of the board will be subject to a charge of $1000.00 plus 20% of the monthly maintenance for each month the unauthorized sublet is in effect, in addition to eviction of the unapproved tenant.
N. RENOVATIONS/ALTERATIONS

1. In order to guarantee the efficient running and safety of the building it is important that the superintendent be informed in advance of all alterations, renovations, major deliveries, and moving plans.

2. Major apartment renovations/alterations, which can involve demolition, construction of walls, ceilings, floors; new or relocated electrical, plumbing or gas lines, cabinetry, tiling, or other work necessitating the employ of an outside contractor shall require the written approval of the board of directors before such work may commence: The board will require a deposit, to be held in escrow, of between $500-$1500 to cover any damages done to the building property during the renovation/alteration period.

3. Any resident making application for renovation/alteration approval shall do so in writing in the form of the Alteration Agreement (which can be obtained from the managing agent) and returned to them. Certain alterations may involve filings with the NYC Buildings Department and the Landmarks Preservation Commission.

4. The Building's engineering firm will review and approve all major renovations/alterations. The fee for this service is the responsibility of the shareholder.

5. The board reserves the right to review all renovation plans (Including work to be performed by the shareholders themselves).

6. The managing agent will then deliver the completed Alteration Agreement request to the board of directors.

7. Resident shall furnish such architectural plans and specifications, surety bonds and other requirements as the board of directors and the managing agent shall require.

8. All outside contractors MUST submit proof of license and insurance, which shall detail liability and workmen’s compensation coverage.

9. Any damage done to public spaces or existing services, such as electrical, plumbing, etc., shall be the sole responsibility of the shareholder.

10. A period of at least 4-6 weeks must be allowed for the review process.

11. To avoid rejection or delays in approval of renovation proposals, shareholders and their advisers should keep in mind the following major construction limitations that will be applied:

   a. Existing service (electrical, plumbing, etc), risers, whether exposed or in service chases, SHALL NOT BE RELOCATED.

   b. The electrical service load (amperage), allocated to each apartment must remain as built and shall not be enlarged. **Residents who tamper with the fuses/fuse boxes to gain perceived additional amperage are putting the building at risk. Infractions of this nature will be subject to a monetary penalty of not less than $500.**

   c. All plumbing must be done by a NYC-licensed and insured professional plumber. The existing plumbing fixtures (sinks, lavatories, toilets, and tubs) may be replaced or relocated. No additional fixtures shall be added to any riser without specific approval of the Board.

   d. Gas appliances (stoves, etc.) may be replaced ONLY with gas-fired units.

   e. No waste disposals, clothes washers, or dryers (either fixed or portable) shall be installed.

   f. **ALL** electrical appliances operating in this building must be **110 volts ONLY.**
12. Through-the-wall air conditioning units shall not be replaced with new units having larger power requirements or requiring wall sleeve changes. Replacement air-conditioners must have NY State energy code approval.

13. Built-In fixtures and furniture shall be constructed so as to provide accessibility to the existing building services, such as radiators, pipe chases, electrical risers, and air conditioners, and fuse boxes

Q. MOVING/DELIVERIES

1. All moves in and out of the building shall be scheduled at least 5 days in advance with the superintendent.
   
   a. Moves can only take place between 9:00 AM – 4:00 PM on weekdays. If there is a special circumstance, minor variations on these times may be arranged with the superintendent, but if these time changes create staff overtime, the resident will be responsible for these costs.
   
   b. Multiple moves in one day are not permitted.
   
   c. Under NO circumstances shall both elevators be used at the same time for these purposes.
   
   d. Protective padding must be installed in the elevator designated for the move.
   
   e. A NON-REFUNDABLE move-in/move-out fee of $300 shall be paid to the Coop Corporation in advance of the move.
   
   f. Internal moves must be scheduled with the superintendent who will arrange for protective padding in the elevators and advise on any special requirements for heavy items, etc. There will be a moving fee of $100, which is NON-REFUNDABLE.

2. All boxes, furniture, clothing, and other items shall be moved through the basement rather than the lobby (unless approved in very limited circumstances by the superintendent.)
   
   a. Deliveries of large items (such as appliances or furniture) or moving of supplies (such as construction supplies) in and out of the building MUST be arranged at least 24 hours in advance with the superintendent.
   
   b. In general, all such moving shall be done through the basement and NOT the lobby.
   
   c. The times for such deliveries or supplies in and out shall be:
      
      Weekdays: (deliveries only) 9:00 AM – 6:00 PM
      Weekdays: (supplies only) 9:00 AM – 4:00 PM
      Saturday: (deliveries only) 9:00 AM – 4:00 PM
      Sundays and legal holidays: No deliveries or supplies in or out
   
   d. Do not buzz the delivery people into the building. Either come down or have them ring the superintendent and basement.
   
   e. If there is a special need for minor variations from these times, arrangements can be made in advance with the superintendent. However, if these time changes cause staff overtime, the resident will be responsible for these costs.

3. The door attendant and superintendent will accept small package deliveries when they are on duty, but neither the building employees nor the Cooperative Corporation is responsible for such deliveries. There is not sufficient space for large packages. The cabinet, which holds the small packages, is locked and a staff member must be asked to open it. In no case does opening this cabinet take precedence over regularly required duties.

P. REPAIRS

1. Residents requiring minor repairs may request them of the superintendent.
2. Request shall be made in the form of a RESIDENT SERVICE REQUEST supplied by the building, and available through the handyperson, superintendent, or the red box in the basement.

3. Minor repairs are defined as those repairs which can be completed within a reasonably short period of time, with materials costing less than $5.00 (e.g., washers, strainers, doorbell repairs, clogged sink, etc.) or where materials are supplied by the resident.

4. Emergency repairs will be performed in all cases by the building staff or by an outside contractor if the building staff is not capable of dealing with the emergency.
   a. Emergency repairs are defined as any repairs necessary to remedy a situation, which can damage the physical property, or the building's inhabitants (e.g., gas leaks, fire, flood, etc.).
   b. If the work is performed by the building staff, shareholders will be billed for time and materials plus 10%.
   c. Shareholders will be billed for the actual expense of any outside contractor.

5. In the event a resident engages a member of the building staff to perform non-emergency work, such work shall be performed only at times other than the regular working hours of the employee.
   a. Such work shall be at the sole cost and expense of the resident, with no responsibility whatsoever to be assumed by the Cooperative Corporation or the managing agent.

6. In those instances where damage has occurred to a shareholder's unit and the building has the obligation to remedy the damage, the building will repair the damaged area in accordance with the following:
   a. If an accident in the walls has left a hole or gash, the building will repair the plaster as required, repaint the affected area only using available paint (typically white or off-white). Alternatively, the shareholder can, at his/her own expense provide paint for repair of the affected area.

7. Any damage caused by a resident, or anyone visiting or working for the resident is the sole responsibility of the shareholder. This includes but is not limited to damage to plumbing fixtures, pipes, gas lines, electrical fuse boxes, outlets, etc. The cost for such damage (including, but not limited to water, cracks, or holes in walls, floors, or tiles) is to be paid for by the shareholder. Any costs for damages caused to other apartments or to the common space of the cooperative is also the sole responsibility of the shareholder.
   a. If an accident occurs with plumbing fixtures resulting in pipe damage, it is the responsibility of the building to repair such damage, but payment for such is the responsibility of the shareholder.

8. Excepting emergency repairs, no construction or repair work involving noise shall be conducted in any apartment except for the following:
   a. Weekdays:
   b. Saturdays, Sundays, & Legal Holidays:

   Between the hours of 9:00 AM — 4:00 PM
   No work shall be done
RULES for Building Door Attendants

MARK TWAIN OWNER'S CORP.
100 West 12th Street
New York, NY 10011

Revised May, 2007

Managing Agent:
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A. Introduction

The primary job of the door attendant in our building is to provide security to the building and its residents by protecting the entrance to the building and:

- Preventing uninvited people from entering or loitering in front of the building
- Being prepared to respond quickly, calmly, and professionally to all reasonable resident and visitor requests and emergencies

These rules have been formulated by the Board of Directors, Superintendent, and the managing agent to ensure a uniformly high level of performance by all door attendants.

B. Relationship with Residents and Visitors

We expect door attendants to be respectful, pleasant, friendly, and helpful. We recognize that warm relationships may develop between door attendants and residents, but we expect you to be professional and exercise good judgment in your dealings with residents and guests at all times.
You are requested to act and speak in a positive, friendly manner to all residents and visitors:

1. Speak clearly and quietly.
2. Use appropriate courtesies, such as "please" when making requests, or "Miss, Mrs., Madam, Mr., Sir, etc." when addressing someone.
3. Never allow the use of vulgar language by anyone. Certainly, no staff member should ever engage in this behavior. If a resident or visitor uses such language or otherwise exhibits rude or unacceptable behavior (such as angry shouting), you are requested to courteously but firmly point out that the Co-op does not permit this language or behavior in its public areas.
4. Provide assistance to residents and visitors:
   - In carrying packages, luggage, etc., into or out of the building, to or from the elevator
   - Getting in or out of automobiles & taxicabs that have stopped in front of the building, etc.

However, performance of such assistance is not to interfere with your primary obligation, which is:

**TO PROTECT THE ENTRANCE TO THE BUILDING.**

The Board has provided you with a chair so you may sit when you are not busy; however, you are responsible for getting out of the chair quickly whenever anyone is entering or leaving the building, so you may assist them with the doors, packages, etc.

We recognize that these directions may seem to be in conflict at times, and we ask you to use your best judgment in determining when and how to assist residents and visitors, while always maintaining building security. (At times, it may be necessary to briefly close the front door while assisting.)

5. Always identify yourself when speaking over the house intercom ("This is __________ speaking"), and use a courteous, pleasant tone of voice.
6. Similarly, identify the building and yourself when answering the house telephone with a courteous, pleasant voice ("The Mark Twain, __________ speaking").
7. Be aware of all House Rules and Regulations, and, if residents or visitors should break these, point out to them firmly, but courteously, what the rules are. It will probably be helpful if you keep a copy of the House Rules nearby for reference.
8. Avoid arguments with residents, visitors, staff, delivery, and service personnel. If a situation develops that cannot be handled satisfactorily, turn it over to the Superintendent. If he is unavailable, call the Police (911). Report all such incidents to the Superintendent as soon as possible.
9. Avoid gossip or negative comments and discussion of other staff or residents. Discourage others from this practice.
10. Be familiar with the names and apartment numbers of residents. An up-to-date list should be kept for reference.
11. Protect residents' privacy. **NO** information should be given out regarding any resident or their guests (such as who lives in the apartment, who may be visiting, occupation, whether they are on vacation, how long they have lived in the building, whether they have a car, cat, dog, etc.). ALL inquiries of this type should be referred to the Superintendent.
12. Do not perform personal favors for residents that interfere with your duties. You should not leave the entrance of the building to summon cabs or retrieve packages from the cabinet unless they are oversized and the resident needs help to get it down the stairs, in which case the door must be closed.

13. Maintain the package closet, making sure it is locked when you are not on duty.

If a resident complains to you about another tenant making noise in violation of the House Rules, you should try to contact the noisemaker on the intercom and say there has been a complaint, (and it is after the time for such noise - check the House Rules). Report all such incidents to the Superintendent as soon as possible.

Before or after duty hours or while on an authorized break during duty hours, you have no responsibility to perform services for residents and visitors. If you wish to do so, that is a personal decision and not related to your duties. You will not be punished by the Board for refusing to perform services for residents, shareholders or visitors while you are off duty.

C. Security and emergencies

You are the most valuable security officers in the building. You should not permit anyone to loiter in or around the building. You should warn uninvited persons to leave in a firm and polite manner (but never attempt to forcibly hold or eject anyone).

1. If there appears to be a problem or difficulty in a hallway, you may close the door and investigate or call 911 for assistance. You should ALWAYS call 911 in case of serious trouble, or an illness of a resident or visitor.

2. If a resident reports a fire to the door attendant you MUST call 911 immediately, and if possible notify the Superintendent.

3. You should be familiar with and always have close at hand a copy of the FIRE SAFETY PLAN, and in case of a fire follow the instructions therein.

4. You must have complete knowledge of ALL emergency exits from the building.

5. If any accidents occur in the building or on the sidewalk in front of the building, you must report it to the superintendent As Soon As Possible.

D. Announcing Visitors

It is essential that the following rules be followed:

All callers (visitors, deliverymen, service personnel, etc.) MUST BE ANNOUNCED AND MUST NOT BE ALLOWED TO PASS UNTIL THE RESIDENT HAS SO AUTHORIZED. This includes people known to you and to the resident, such as family and friends.

1. The ONLY exception to this is if the resident has instructed you that she/he is expecting a specific visitor and does not wish to be bothered by a call on the intercom. In this case, the resident MUST provide you with the name of the visitor (or another appropriate designation such as "telephone repairman", etc.) and you must then determine (by asking the name of the visitor or of the service personnel) that this is the expected person.
2. If a resident wishes to have a group of people allowed to enter without being announced (such as for a meeting or party), then the resident MUST provide you with a list of the names of individuals in the group. You must then check the names of visitors from that list before allowing them to pass. If the name is not on the list, the visitor must be announced via the intercom and not allowed to pass until the resident approves.

ALL visitors must be announced by name or other suitable designation. Generalized announcements are unacceptable. For example:

<table>
<thead>
<tr>
<th>ACCEPTABLE</th>
<th>UNACCEPTABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. &quot;Mr. Jones is here to see you&quot;</td>
<td>&quot;You have a guest&quot; or &quot;Someone to see you&quot;</td>
</tr>
<tr>
<td>b. &quot;Your mother is here to see you&quot;</td>
<td>&quot;You have a guest&quot; or &quot;Your mother is on her way up&quot;</td>
</tr>
<tr>
<td>c. &quot;Delivery from Ray's is here&quot;</td>
<td>&quot;You have a delivery&quot;</td>
</tr>
<tr>
<td>d. &quot;Messenger from Federal Express is here&quot;</td>
<td>&quot;You have a messenger&quot;</td>
</tr>
<tr>
<td>e. &quot;Telephone repair person is here&quot;</td>
<td>&quot;Repair person&quot;</td>
</tr>
</tbody>
</table>

Please be aware of the time duration for deliveries in the building. If the delivery person seems to be in the building longer than reasonable, you may have to investigate: first, by checking with the resident to see if they have received the delivery and if the delivery person has left; and second, if necessary, checking the building corridors and floors. In such cases, please notify the Superintendent As Soon As Possible.

It is also important to remind delivery people and service people that they are not to leave menus or promotional material under resident apartment doors.

E. Door Responsibilities

1. You should always be in uniform (hat & jacket required October 1 through end April only) and present a clean shaven, neat, and fresh appearance.
2. You shall keep the lobby neat and clean at all times. This means removing newspapers, coffee cups, and litter.
3. Any unidentified articles or articles whose ownership is in question found in the building should be turned over to the Superintendent for safe-keeping and disposal.
4. You are NOT to make or receive personal telephone calls while on duty, except in cases of emergency. Cell phone use while on duty is strictly prohibited, except in cases of family emergency.
5. You are not permitted to entertain visitors while on duty.
6. Eating in the lobby is not permitted. You must take your meal breaks off premises or in the employees' room downstairs. However, drinking coffee (or soft drinks) is permitted while on duty.
7. Watching television, reading, listening to radio or CDs while on duty is not permitted. However, during the very quiet hours of the overnight shift it is acceptable (without ear plugs.)
8. Drinking of any alcoholic beverages during the work shift is strictly prohibited.
9. On Saturday, Sunday, and Monday mornings the overnight door attendant is responsible for hosing the sidewalk at 6 AM. (Tuesday-Friday the sidewalk is too busy with hospital traffic to use the hose.)

F. General Comments

It is the intent of the Board of Directors that these rules should be, in keeping with union regulations and the regulations of any governmental body or authority having jurisdiction. If any of these rules are in conflict with such other regulations, now or in the future, that rule shall be null and void, but the remainder of the rules not in such conflict shall remain in effect.

Cooperation of residents is essential to the proper performance of these rules. Accordingly, a copy of these rules shall be furnished to all residents and owners with request of their full cooperation. Further, these rules will be given by the managing agent to all future residents and owners.

The Superintendent shall make a copy of these rules available to all employees having door attendant duties, whether permanently or temporarily employed. Further, he shall maintain a copy of these rules in his office/apartment and also in the employee’s room in the basement, for easy reference.

G. Door attendant Shifts/Hours

1. Door coverage:
   MONDAY through SUNDAY: 4:00 PM to 12:00 PM
   SATURDAY through MONDAY: 12:01 AM to 8 AM

2. Break times:
   PM SHIFT
   8:00 PM to 8:45 PM
   OVERNIGHT SHIFT
   4:00 AM to 4:45 AM

3. Collection of Garbage:
   PM SHIFT
   8:45 PM till completion
   11:00 PM to 11:15 PM

There is no specific time for garbage pickup for the overnight shift. However, you are asked to check periodically be sure the cans are not overflowing. Again, these are not for long periods.
TO: ALL RESIDENTS
100 WEST 12TH STREET

RE: EMERGENCY PHONE NUMBERS

PLEASE KEEP A RECORD OF THE FOLLOWING EMERGENCY PHONE NUMBERS FOR YOUR BUILDING:

SUPERINTENDENT: (212) 924-7748

MANAGEMENT: (212) 684-8282
(This is a 24-hour