Madison Park Apartment Corp.
1831 Madison Avenue
New York, N.Y. 10035

SUBLEASE REQUIREMENTS

STEP ONE

Shareholder(s) must first submit a letter addressed to the Board of Directors, in care of MAXWELL-KATES, INC., expressing the request to sublease, term and reason. The initial request must be approved by the Board of Directors prior to submission of the application hardship or temporary relocation must be proven to the satisfaction of the Corporation.

STEP TWO

Please submit one (1) original set of documents and eight (8) sets of copies of packages. An interview for the prospective sub-lessee will only be made after a complete package has been submitted to the Admission Committee. The Board of Directors and/or its Managing Agent reserves the right to request any additional information at any time during the review and interview process.

SHAREHOLDER(S) WILL BE ALLOWED A SUBLEASE FOR A PERIOD NOT LESS THAN ONE YEAR, AND CAN NOT EXCEED TWO (2) YEARS WITHIN ANY FOUR (4) YEAR PERIOD.

SUB-TENANT(S) ARE NOT PERMITTED PETS

1. Sublease Application.
2. Sublease Agreement.
3. Asset & Liability statement with supporting documents
4. One (1) Business reference letters.
5. Three (3) Personal reference letters.
7. Bank balance confirmation letter(s).
9. Income Tax Returns for the last two (2) years.
10. Two (2) Pay Stubs.
11. If there is a Mortgage on an apartment a letter from the lending institution allowing the apartment to be sublet must be submitted with the package.
12. Lead Paint Disclosure and Acknowledgement to be signed and returned with package.


14. Window Guard Notice to be signed.

15. Credit Report Authorization to be acknowledged by all applicant(s) accompanied by:
Credit/Criminal Report Fee in the Amount of $130.00 Per Applicant, Made Payable to MAXWELL-KATES, INC.

16. Application/Processing Fee (Non-Refundable) in the Amount $300.00 Made Payable to MAXWELL-KATES, INC.

17. Move-In Refundable Deposit in the Amount of $1,000.00 Made Payable to MADISON PARK APARTMENT CORP.

18. Move-Out Refundable Deposit in the amount of $1,000.00 Made Payable to MADISON PARK APARTMENT CORP.

19. Sublet Fee of One (1) month’s maintenance Made Payable to MADISON PARK APARTMENT CORP.

ALL FEES MUST BE SUBMITTED WITH PACKAGE.
SHAREHOLDER(S) INFORMATION

Date________________20__

Apartment # ______________________

Lease Term: From:__________________To:__________________

Rent: Monthly: $______________Yearly: $______________

Shareholder(s): ______________________

Forwarding Address: ______________________

Home Phone #: ________________Business Phone #: ________________

Broker’s Name: 1. ______________________ 2. ______________________

Broker’s Firm: 1. ______________________ 2. ______________________

Broker’s Phone #: 1. ______________________ 2. ______________________
SUBLEASSOR(S) GENERAL INFORMATION

PERSONAL 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: ____________________________________________________________

______________________________________________________________

RESIDENCY HISTORY

PRESENT ADDRESS:________________________________________________________

Present Phone #:__________________________________________________________

Length of Time at Present Address:________________________________________

Present Landlord or Mortgage Holder:_______________________________________

Amount of Mo. Rent $_____________ 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: _______________________________________

Position Held: __________________ 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 ____________
# Financial Statement

The following is submitted as being a true and accurate statement of the financial condition of the undersigned.

<table>
<thead>
<tr>
<th>Assets</th>
<th>Applicant</th>
<th>Co-Applicant</th>
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</thead>
<tbody>
<tr>
<td>Cash in the Banks</td>
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<tr>
<td>Money Markets Funds</td>
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<tr>
<td>Contract Deposit</td>
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<tr>
<td>Investments: Bonds &amp; Stocks -see schedule</td>
<td></td>
<td></td>
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<tr>
<td>Investment in Own Business</td>
<td></td>
<td></td>
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<tr>
<td>Accounts and notes receivable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real Estate Owned -see schedule</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automobiles Year Make</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Properties &amp; Furniture</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Life Insurance Cash Surrender Value</td>
<td></td>
<td></td>
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<tr>
<td>Retirement Funds/IRA</td>
<td></td>
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<td>401K</td>
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<td>KEOGH</td>
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<tr>
<td>Profit Sharing/Pension Plan</td>
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<tr>
<td>Other Assets</td>
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<tr>
<td><strong>TOTAL ASSETS</strong></td>
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| Combined Assets                             |           |              |

<table>
<thead>
<tr>
<th>Source of Income</th>
<th>Applicant</th>
<th>Co-Applicant</th>
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<tbody>
<tr>
<td>Base Salary</td>
<td></td>
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<tr>
<td>Overtime Wages</td>
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<tr>
<td>Bonus &amp; Commission</td>
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<tr>
<td>Dividends &amp; Interest Income</td>
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<tr>
<td>Real Estate Income (Net)</td>
<td></td>
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<tr>
<td>Other income - Itemize</td>
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<tr>
<td><strong>TOTAL</strong></td>
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<table>
<thead>
<tr>
<th>General Information</th>
<th>Applicant</th>
<th>Co-Applicant</th>
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<tbody>
<tr>
<td>Personal Bank Accounts at</td>
<td></td>
<td></td>
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<tr>
<td>Savings Loans Accounts at</td>
<td></td>
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<tr>
<td>Purpose of Loan</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Liabilities</th>
<th>Applicant</th>
<th>Co-Applicant</th>
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<tbody>
<tr>
<td>Notes Payable</td>
<td></td>
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<tr>
<td>To Banks</td>
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<tr>
<td>To Relative</td>
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<tr>
<td>To Others</td>
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<tr>
<td>Installment Accounts Payable</td>
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<td>Automobile</td>
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<td>Other</td>
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<tr>
<td>Other Accounts Payable</td>
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<tr>
<td>Mortgage Payable on Real Estate - see schedule</td>
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<tr>
<td>Unpaid Real Estate Taxes</td>
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<tr>
<td>Unpaid Income Taxes</td>
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<tr>
<td>Chantel Mortgages</td>
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<tr>
<td>Loan on Life Insurance Policies Include Premium Advances</td>
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<tr>
<td>Outstanding Credit Cards Loans</td>
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<tr>
<td>Other Debts - Itemize</td>
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</table>

| **TOTAL LIABILITIES**                      |           |              |

| Net Worth                                   |           |              |

| Contingent Liabilities                      |           |              |
| As Endorser Or Co-Maker on Notes           |           |              |
| Alimony Payments (Annual)                  |           |              |
| Child Support                              |           |              |
| Are you defendant in any legal action?     |           |              |
| Are there any unsatisfied judgments?       |           |              |
| Have you ever taken bankruptcy?            |           |              |

| **PROJECTED EXPENSES/MONTHLY**              |           |              |
| Maintenance                                |           |              |
| Apartment Financing                        |           |              |
| Other Mortgages                            |           |              |
| Bank Loans                                 |           |              |
| Auto Loans                                 |           |              |
| **TOTAL**                                  |           |              |
## Schedule of Bonds and Stocks

<table>
<thead>
<tr>
<th>Amount of Shares</th>
<th>Description (Extended Valuation in Columns)</th>
<th>Marketable Value</th>
<th>Non-Marketable Value</th>
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<tbody>
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## Schedule of Real Estate

<table>
<thead>
<tr>
<th>Description and Location</th>
<th>Cost</th>
<th>Actual Value</th>
<th>Mortgage Amount</th>
<th>Maturity Date</th>
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<tbody>
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## Schedule of Notes Payable

Specify any assets pledged as collateral, including the liabilities they secure

<table>
<thead>
<tr>
<th>To Whom Payable</th>
<th>Date</th>
<th>Amount</th>
<th>Due</th>
<th>Interest</th>
<th>Pledged as Security</th>
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The foregoing application (pages 1 through 5) has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all information contained herein is true and correct.

Date                 20
Signature

Date                 20
Signature
HOUSE RULES:


I ALSO STATE THAT I HAVE READ THE HOUSE RULES OF _____________________________ AND GIVE MY (OUR) ASSURANCE THAT ALL MEMBERS OF MY HOUSEHOLD AND GUESTS WILL CONFORM TO THEM.

________________________________________

________________________________________

________________________________________

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: ________________________________ (Print) ________________________________ (Address/Apt. No.)

Tenant's Name: ________________________________ (Signature) ________________________________ (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

RENTALS

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.

LESSOR

DATE

LESSOR

DATE

LESSEE

DATE

LESSEE

DATE

AGENT

DATE

AGENT

DATE
SUBLEASE AGREEMENT

The parties agree as follows:

Date of this
Sublease: 19

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: 19

Term: from: 19 to: 19
A copy of the Over-Lease is attached as an important part of the Sublease.

Term: 1. years: 19 months: Beginning: 19 ending: 19

Premises rented: 2.

Use of premises: 3. The premises may be used for only.

Rent: 4. The yearly rent is $ . You, 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 shall 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 he 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 11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying
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 pay rent or other charges to the Landlord, but only to the Overtenant.

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 assign, heir, or a legal representative such as an executor of your will or administrator of your estate.

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

OVERTENANT:

You, the UNDERTENANT:

Witness:

STATE OF

COUNTY OF ss.: 19

before me personally appeared

to me known and known to me to be the individual(s) described in and who executed the foregoing Sublease, and duly acknowledged to me that he executed the same.

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty: 19

Guarantor and address:

Reason for Guaranty:

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

2. The following is my Guaranty:

I guaranty 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, I agree to these other 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.
Final Version Madison Park House Rules--ATTORNEY REVIEW CHANGES
INTEGRATED AUGUST 28 2003

(COVER NOTE)

Dear Tenant-Shareholders,

Welcome to Madison Park. We hope that everyone enjoys living here, and that we build a vibrant and strong community. Attached please find Madison Park’s House Rules (updated from the version in the offering plan).

You may know that in a cooperative, house rules exist to protect the financial well-being of the building (of which we all own shares), as well as residents’ quality of life. These rules apply to all tenant-shareholders, their sub-tenants, and their guests.

Many of these rules provide guidelines for neighbors getting along with each other. If a neighbor is violating a rule and inconveniencing you (for example, by playing loud music late at night), you can bring it to the attention of the managing agent. But first we suggest that you speak directly to your neighbor, if you are comfortable doing so. You might be pleasantly surprised at how receptive he or she is to accommodating your request.

As general advice, we suggest that all tenant-shareholders make every effort to treat each other with respect, consideration, and openness.

If you have any issues or questions for the board, please feel free to contact us. You can email the board at board@madisonparkapt.com or contact the managing agent, David DeGidio of Maxwell Kates, at (212) 684-8282/extension 30, DDeGidio@mkirealtors.com

Welcome.

Best regards,

Madison Park Board of Directors
**Note:** These House Rules are changed from the House Rules contained in the original Proprietary Lease. Original rule numbers appear in bold to the right of the new number; new rules are marked “NEW” and revised original rules are marked “revised.”

I. **PUBLIC AREAS OF THE BUILDING**

1. A. (1) The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartments in the Building, and the fire towers shall not be obstructed in any way.

   B. **(6 revised)** No article shall be placed in the halls or on the staircase landings or fire towers at anytime (this includes, but is not limited to, floor mats, shoes, boots, umbrellas, carts, boxes, water bottles, etc.).

   C. (7) No bicycles, scooters, shopping carts, baby carriages or similar vehicles shall be allowed to stand in the public halls, lobby, passageways, or areas or courts of the Building. In-line skates, roller-skates, skateboards, scooters, and bicycles are not to be worn or used in the lobbies, laundry room, hallways or any other public area of the building.

   D. **(6)** No article shall be shaken from the doors (including entry doors to individual apartments and fire tower stairway doors), windows, patios, terraces or balconies or placed upon the exterior windowsills of the building.

   E. **(NEW)** Smoking is strictly prohibited in the public halls, stairways, elevators, laundry room and any other public areas of the building.

   F. **(NEW)** Tenant Shareholders are not permitted to use the hallways or other public areas of the building to carry on personal projects (including, but not limited to, spray painting, building or fixing any object).

   G. **(NEW)** Fire doors must remain closed at all times. Tenant-Shareholders are not permitted to prop open fire doors for any reason.

2. A. (11) The entrance, vestibule and lobby of the Building shall not be cluttered or impeded with baggage or other personal belongings and shall be kept free of such articles except for a brief period when loading or unloading.

   B. **(NEW)** Any delivery, either in or out of the building, or large items (such as, but not limited to, trunks, appliances, large boxes, furniture, etc.) should be scheduled in advance with the management office. These deliveries must be in a protected elevator designated by the managing agent.

3. A. **(5 revised)** No public area of the building or exterior of any apartment doorway shall be decorated or furnished by any Tenant-Shareholder in any manner.

   B. **(8)** No awnings or ventilators shall be used in or about the Building except such as shall have been expressly approved in writing by the Apartment Corporation, nor
shall anything be projected out of any window of the Building without similar written approval.

C. (9 revised) No sign, notice, advertisement, illumination or any type of poster or decal shall be inscribed or exposed on or at any window or other part of the Building, including individual Apartment doorways (this includes, but is not limited to, political or religious images and literature). Personal advertising and announcements may be displayed in designated areas only (i.e. Laundry room bulletin board) and the Board, Management and building staff may remove all such items at any time without notice.

D. (10 revised) No notices of any sort shall be posted in the hallways or elevators of the Building, except by the Board of Directors, the managing agent, or the staff of the Apartment Corporation, nor shall any such notices be affixed to the doors or walls of any public area in the Building, including individual Apartment doorways.

E. (12 revised) No radio or television aerial shall be attached to or hung from the exterior of the Building.

F. (NEW) No Air Conditioning unit shall be installed in Apartment windows. Air conditioning units are only permitted in the sleeves provided.

4. A. (2) No person shall be permitted on the main roof, except under the auspices or supervision of the Board.

B. (3) No lounging or loitering shall be permitted by any person in the hallways, vestibule, lobby or area immediately outside the entrance of the Building.

C. (4 revised) Children shall not play in the main lobby, public halls, stairways or elevators of the Building. Children shall be permitted upon terraces, balconies or patios of the Building only when accompanied by a responsible adult.

5. A. (26) Canvassing, soliciting or peddling in the Building is prohibited. No Advertising matter may be placed in the mailboxes except that which is delivered by the United States Post Office. No circulars or other soliciting material shall be placed under or near any Tenant-Shareholder's entrance door.

B. (26 revised) Delivery persons, Tenant-Shareholders and their guests are prohibited from posting and/or distributing material anywhere in the building without the approval of the Managing Agent. This includes, but is not limited to, political or religious literature, menus or commercial advertisements, anonymous notes or letters. Tenant-Shareholders shall notify the Board and the Security officers of violations. Vendors found to be in violation of this rule shall be prohibited from delivering to individual Apartments.

6. (NEW) No clients or employees or any other invitee of any professional who has offices in the Building or any Tenant-Shareholder who uses their residence for home occupation shall be permitted to wait in the lobby, hallways, or any other public area of the Building.
II. ROOF, TERRACES, BALCONIES, PATIOS & GENERAL CLEANLINESS

7. A (13) Any plantings placed on balconies or terraces shall be contained in boxes of wood lined with metal, or other material impervious to dampness, or in masonry, plastic, or ceramic material. Suitable weep holes shall be provided in the container to draw off water. If adjoining a wall, the planting must be at least three inches from the wall. It shall be the responsibility of the Tenant-Shareholder with plantings to maintain the containers in good condition, and the weep holes in operating condition.

B. (13) No Tenant-Shareholder shall install permanently any plantings on their terrace or balcony without the prior written approval of the Apartment Corporation. “Install permanently” means to fasten or attach plantings to the walls, railings, or flooring of the balcony or terrace in such a fashion that the plantings can only be removed with the aid of power tools.

8. (30) No structure, including, but not limited to, fences, enclosures, flower boxes or other planting installations, shall be permanently fastened or attached to the walls, railings, or flooring of the terraces or balconies of the Building without the consent of the Co-op Board. “Permanently fasten or attach” means to fasten or attach structures to the walls, railings, or flooring of the balcony or terrace in such a fashion that the structures can only be removed with the aid of power tools.

Anything erected with the Co-op Board’s approval shall be subject to removal and replacement at the expense of the Tenant-Shareholder for the purpose of necessary repairs, upkeep or maintenance of the Building. In the event the Tenant-Shareholder fails or refuses to comply with respect to a request for such removal, the Apartment Corporation may cause the removal thereof without any liability and may hold the tenant-shareholder liable for any and all costs and expenses incurred in the removal.

9. (NEW) All furniture and planters shall be of sufficient weight, or secured to the balcony or terrace, to prevent them from being blown over the surface and possibly over the side of the balcony or terrace.

10. A. (19) Tenant-Shareholders shall maintain their terraces and balconies in a neat and orderly condition and shall not use the terraces or balconies as storage space.

B. (NEW) Tenant-shareholders shall not hang laundry over the railings or walls of terraces or balconies.
C. (14) Pigeons or other birds or animals shall not be fed from windows, windowsills, terraces, or balconies, or in or from the public portions of the Building or surrounding areas. Tenant-Shareholders are prohibited from maintaining bird feeders on windowsills, balconies, or terraces.

D. (14) Tenant-Shareholder shall not sweep or throw or permit to be thrown from the doors, windows, terraces, or balconies of any apartment, any dirt, bird food, cigarettes or cigar stubs, cans, bottles or other substances.

11. (14 revised) Each Tenant-Shareholder shall keep Tenant-Shareholder’s Apartment and any other space in the Building occupied, used or designated for the use of one or more tenant-shareholders in a good state of repair and cleanliness. Individual Apartments shall be kept adequately and substantially clean so as not to invite vermin, create fire hazards, or maintain or create any other undesirable condition.

III. GARBAGE, REFUSE & RECYCLING

12. A. (15 revised) Garbage and refuse from Apartments shall be disposed of only at such times and in such manner as the superintendent or managing agent of the Apartment Corporation may direct. All garbage must be contained within a suitable garbage or other bag; it is not permissible to throw loose garbage of any type down the chute.

No glass bottles shall be deposited in the compactor chute. Any glass bottles and other sharp objects which may be hazardous to building staff (e.g., light bulbs; broken ceramic dishes) are to be placed in a separate receptacle which shall be provided in each floor’s refuse room.

B. (16) Garbage and refuse from Apartments shall be deposited in and thrown down the shaft provided therefore in the refuse room. No paper, garbage or refuse shall be left on the floor of the refuse room other than clean bottles, other recyclables as designated from time to time by the City of New York and newspapers neatly stacked in the bin provided. All items too large or bulky to be deposited in the chute provided for garbage and refuse shall be carried by the Tenant-Shareholder to the garbage/compactor room in the basement. In no event shall any tenant-shareholder force or push any item down the chutes that may reasonably be expected to cause a blockage or constriction to the chute.

C. (NEW) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the chute. Debris should be completely drip-free before it leaves the apartment and carried to the refuse room in a careful manner and in a drip proof container then placed into the chute.

D. (NEW) Cartons, boxes, crates, sticks of wood or other solid matter shall not be placed in the garbage chute. Under no circumstances should carpet sweepings containing naphthalene camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other
flammable, explosive, highly combustible or noxious substances or lighted
cigarettes or cigar stubs be thrown into the compactor chute.

E. (21) Tenant-Shareholders shall comply with all recycling laws as promulgated
by the City of New York or any other government agency having jurisdiction
thereover regarding the disposal of garbage and refuse. In the event that a
violation is imposed against the Apartment Corporation or the Building by reason
of a Tenant-Shareholder's non-compliance with such recycling laws, that Tenant-
Shareholder shall be responsible for payment of fines, penalties, attorney's fees
and any and all other costs of compliance incurred by the Apartment Corporation.

13. (18) Water closets, toilets and other water apparatus in the Building shall not be
used for any purposes other than those for which they were constructed, nor
shall any sweepings, rubbish, rags or any other articles be thrown into the water
closets. The cost of repairing any damage resulting from the misuse of any water
closets or other apparatus shall be paid for by the Tenant-Shareholder in whose
Apartment it shall have been caused.

IV. ACCESS TO TENANT-SHAREHOLDER APARTMENTS

14. A. (17) The agents of the Apartment Corporation, and any contractor or workman
authorized by the Apartment Corporation, may enter any Apartment at any
reasonable hour of the day for the purpose of inspecting such Apartment to ascertain
whether measures are necessary or desirable to control or exterminate any vermin,
insects or other pests and for the purpose of taking such measures as may be
necessary to control or exterminate any such vermin, insects or other pests.

15. A. (22) Each Tenant-Shareholder shall leave with the superintendent a key or keys to
Tenant-Shareholder's Apartment. No Tenant-Shareholder shall alter or install a new
lock on any door leading into Tenant-Shareholder's Apartment without notifying the
superintendent. If Tenant-Shareholder alters or installs a new lock on any door
leading into Tenant-Shareholder's Apartment, Tenant-Shareholder shall provide the
superintendent with a key for the Apartment Corporation's use. If this rule is not
observed and it becomes necessary for any reason to remove the door lock and
enter the Apartment, the Tenant-Shareholder shall be liable for all damages to the
door and for all damages to any other parts of the Building caused by delay in
obtaining access to the Apartment.

B. (23) Each Apartment key or keys will be maintained by the Apartment Corporation
in a secure manner and in the event a Tenant-Shareholder shall withdraw a key,
Tenant-Shareholder shall be required to sign a receipt therefor. The keys so
deposited are intended for the Apartment Corporation's use in case emergency entry
is needed; they are not deposited for use of a Tenant-Shareholder or resident
member of Tenant-Shareholder's family who forgot or lost his or her key.

C. (24) In the event access to the Apartment by an exterminator or Building personnel
is requested or required by a Tenant-Shareholder, a separate key shall be provided
by Tenant-Shareholder on such occasion and the emergency key shall remain
undisturbed.
16. (25) All visitors must be announced and acknowledged before admittance. If a Tenant-Shareholder anticipates more than ten (10) guests on a particular occasion, Tenant-Shareholder shall furnish the concierge in advance with a list of their names to provide admittance, on such occasion only, without the necessity of announcement.

V. OUTSIDE CONTRACTORS AND SERVICES

17. A. (20) Tenant-Shareholders shall be responsible for all dirt and garbage created by any outside employee, contractor or tradesperson serving them and shall see to it that such agents leave the Apartment and the Building in an orderly and clean condition at the close of each day's work.

B. (29) All contractors engaged by Tenant-Shareholders to perform structural, electrical or plumbing work shall be licensed and shall carry such insurance as shall be required by the Board of Directors.

18. (NEW) The Tenant-Shareholder shall clear all Outside Contractors and requested services with the Superintendent and the Board of Directors or the Managing Agent at least one (1) week prior to the start of the service, unless emergency services are required, such as plumbing or electrical work.

19. (31) Every Contractor employed by a Tenant-Shareholder shall file with the Board of Directors of the Managing Agent a waiver of the Contractor's rights to place any lien on the Building or Co-op Partnership. The waiver is to be filed at least five (5) business days prior to providing services, unless emergency services are required. In the event that emergency services are required by an outside Contractor, the Superintendent and the Board of Directors or Managing Agent should be notified of the services provided and the Contractor's rights waiver filed no more than three (3) business days after the services provided.

(NEW) Depending on the extent of the work and any work that involves altering in any way, plumbing, gas, pipes, electrical wiring, structure and support walls and any other portions of the building infrastructure, an Alteration Agreement, which spells out the Co-op’s policies and requirements must be completed and submitted for Board approval. This Agreement specifies that all Contractors used must be licensed and insured and a $250.00 refundable security deposit is required to cover any damages to the Building.

20. (28) When structural work is involved, the Board may elect to have the Co-Op's engineer or architect review the plans, drawings or specifications of the alteration at the Tenant-Shareholder's expense.

21. (28) No Tenant-Shareholder nor outside Contractor hired by the Tenant-Shareholder shall be authorized to make an alteration of any type to any portion of the Building fronting on the street.

22. (27) No Tenant-Shareholder shall send any employee of the Apartment Corporation on any private business of Tenant-Shareholder during such employee’s working hours, nor shall any Tenant-Shareholder engage the services of any employee of the
Apartment Corporation for personal use or work in Tenant-Shareholder's Apartment during such hours.

VI QUALITY OF LIFE

24. (NEW) Each Tenant Shareholder shall be entitled to “quiet enjoyment” of their apartment. No Tenant Shareholder or their families or guests shall make or permit any disturbing odors or noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Tenant-Shareholders.

B. (NEW) No Tenant-Shareholder or their families or guests shall play upon or suffer to be played upon any musical instrument or permit to be operated a stereo or a radio or television or television loud speaker or any other source of amplified sound in such Tenant-Shareholder’s apartment between the hours of ten (10:00) o’clock p.m. and the following eight (8:00) o’clock a.m. if the same shall disturb or annoy other occupants of the building.

C. (NEW) No Tenant-Shareholder shall play upon or suffer to be played upon any musical instrument or sing or coach another singer for more than two hours followed by a break of at least two hours—up to a maximum of six hours per day—between the hours of 8:00 a.m. and 10:00 p.m.

D. (NEW) No construction or repair work or other installation shall be conducted in any apartment except on weekdays (not including legal holidays) between the hours of 8:00 a.m. and 5:00 p.m. and on weekends (not including legal holidays) between the hours of 11 a.m. and 5 p.m.

E. (NEW) Every apartment with wooden floors shall have carpeting or rugs or equally effective noise-reducing material covering at least eighty percent (80%) of the floor area of each room within the apartment (except the kitchen, bathroom, foyer and closets), unless there is no apartment underneath. Therefore, this applies to all apartments located on floors 2 through 9 in our Co-Op.

(NEW) The Apartments may be occupied from time to time by guests of the tenants-shareholders for a period of time not exceeding one month, unless a longer period is approved in writing by the Board of Directors. No guests may occupy the apartment unless one or more of the permitted adult residents of the corporation are then in occupancy or unless consented to in writing by the Board. If you are not residing in your apartment, and there are people occupying your apartment without the written consent of the Board of Directors, this will be considered and unauthorized sublet and a violation of your Proprietary Lease.
(NEW) If a tenant-shareholder chooses to have a roommate, the New York State Roommate Law requires you to inform the Co-op Board of the existence of your roommate within 30 days of the roommate’s having moved in. Tenant-shareholders must notify the Board of Directors in writing via a letter sent to the Board’s managing agent of the name and contact information of all roommates. The Board of Directors may, in its sole discretion, limit the number of persons who may reside in any apartment at any one time.

25. A. (#36) No animal shall be kept or harbored in the building unless the same in each instance be expressly permitted in writing by the Board of Directors; such permission shall be revocable by the Board of Directors at any time.

B. No birds or other animals shall be fed from the windowsills, terraces, balconies or in the yard, court spaces or other public areas of the Building, or on the sidewalk or street adjacent to the Building.

C. In no event shall pets be permitted in any of the public portions of the Building unless carried or on a leash. Dog owners or those walking any dog must remain in control of their dogs at all times. Failure to properly restrain your dog will result in fines and/or revocation of the Board’s written permission for Lessee to harbor the dog in the building. If any pet soils the public portions of the building the pet owner shall be subject to monetary fines and other appropriate punitive measures. If the Board determines, following reasonable investigation, that any pet has in any way become a nuisance to the Board, building residents, guest or staff, the pet owner shall be subject to fines, other appropriate punitive measures and/or revocation of the Board’s written permission for Lessee to harbor the pet.

D. All fines shall be subject to escalations for subsequent violations of this provision. tenant-shareholders shall be limited to harboring no more than one animal in each apartment unit. Any animals in residence at the time of the adoption of this House Rule shall be permitted to remain in the building provided that they comply with all above provisions.

VII ABOUT THE RULES

26. (#32) Complaints regarding the services of the Building or violations of these rules shall be made in writing to the managing agent of the Apartment Corporation.

27. (#33) Any consent or approval given under these House Rules by the Apartment Corporation shall be revocable at any time.

28. (#34) These rules shall be enforced uniformly and in a non-discriminatory manner. Failure to enforce any rule on any occasion shall not constitute a waiver or abrogation thereof.

29. (#35) These House Rules shall be binding not only on the Tenant-Shareholders, but
also, where applicable, on the family, guests, servants, authorized sub-Tenant-
Shareholders, and other occupants of Apartments. Neither the superintendent nor
any employee of the Apartment Corporation has any authority to modify these rules
or to give any consent or approval that is required thereunder, unless expressly and
explicitly stated in these Rules.

32. These House Rules are in addition to and supplementing the rules set forth in
the Proprietary Lease, and do not supersede or nullify that document. In the
event of a conflict between these House Rules and the Proprietary Lease, the
terms of the Proprietary Lease shall control.

THESE HOUSE RULES MAY BE ADDED TO, AMENDED OR REPEALED AT ANY
TIME BY RESOLUTION OF THE DIRECTORS OF THE APARTMENT
CORPORATION.

VII PENALTIES (NEW)

- Failure to abide by any rule will result in penalties to the tenant-
  shareholder.

- If the Board determines, after a reasonable investigation, that a rule has
  been violated, the tenant-shareholder shall be subject to monetary fines or
  other appropriate punitive measures.

- If it is found that a tenant-shareholder has violated a rule, and continues to
do so, all fines shall be subject to escalations for the subsequent
  violations.

- If a sub-tenant, guest or roommate residing in a tenant-shareholder's unit,
or an employee of a tenant-shareholder, is found to be in violation of the
rules, the tenant-shareholder will be held responsible and subject to
monetary fines or other appropriate punitive measures.