

HOUSE RULES v2.0

344-348 West 38th Street
Tenants Corp.

as revised 12/94
as revised 10/00
as revised 2/15/01

Approved by board vote 2/15/01

1. DEFINITIONS.

- 1.1 Board shall mean the Board of Directors of the 344 -348 West 38th Street Tenants Corporation.
- 1.2 Co-op Premises shall mean floors 7 through 13 of the Premises and the Passenger Elevator and Lobby.
- 1.3 Master Lease shall mean the lease dated on or about December 21, 1979 between the Corporation and the Owner of the Co-op Premises (floors 7 through 13 in the Building).
- 1.4 Owner shall mean Owner of the Co-op Premises or its successors or assigns.
- 1.5 Building Manager shall mean Owner's building management company.
- 1.6 Premises shall mean the land and improvements located at 344-348 West 38th Street.
- 1.7 Proprietary Lease shall mean the Lease between the Corporation's Shareholders and the Corporation entitling the shareholders to possession and use of their apartments.
- 1.8 Tenants shall mean the 344-348 West 38th Street Corporation Shareholders and the tenants of apartments of floors 7 through 13.
- 1.9 West or Passenger Elevator and Lobby shall mean the elevator and lobby accessible from the Building's west entrance.
- 1.10 Service Elevator and Lobby shall mean the elevator and lobby accessible from the Building's east entrance.
- 1.11 Corporation shall mean the 344-348 West 38th Street Tenants Corporation.

2. USE OF LOBBY-ELEVATORS AND STAIRWELLS.

- 2.1 INTERCOM. Each apartment has a video intercom. The intercom releases both the outer or front door and the inner or vestibule door. Visitors must press, in sequence, both the outside intercom button and the vestibule intercom button as the doors are controlled separately.

When the visitor buzzes you at the front door tell them to buzz the same number again in the vestibule. When they buzz from the vestibule tell them to enter the elevator and you will bring them to you floor; tell them the floor number.

The video camera can only see the visitor in the vestibule. It's important to keep your handset firmly in its cradle otherwise the system's power and sound degrades.

- 2.2 Do not admit anyone to the Premises and/or Lobbies without identifying them. If you are unsure, do not let them in.

- 2.3 Elevator floor locks should be locked off at all times.
- 2.4 VISITORS/DELIVERIES. When giving out your address please tell your visitors only your buzzer number at the 348 West 38th Street intercom. Your apartment number is different than your buzzer number. If you give visitors your apartment number it will only cause confusion for the visitor and will disturb your neighbors.

When giving your address for deliveries please use only the Service Entrance at 344 West 38th Street and buzz the super's button. (You might give your buzzer number at the 348 West 38th Street intercom as an alternate.)

Messengers and trades people shall use the Service Elevator and Lobby during the Service Elevator's hours of operation are to be delivered only at the Service Entrance through the Service Elevator when the Service Elevator is in operation.

When the Service Elevator is not in operation tenants should meet messengers and delivery persons in the Passenger Lobby.

- 2.5 The Passenger Elevator may not be used for delivery of furniture, building supplies, or other large items. If you must transport these items on the weekend or after business hours arrange for a Service Elevator operator to be present.
- 2.6 No smoking is permitted in the Passenger Elevator.
- 2.7 Use the lobby trash can for refuse. Use the lobby ashtray for cigarettes and other smoking materials, only. Do not place refuse in the ashtray.
- 2.8 The Building's public-halls, Lobbies and stairways shall not be obstructed or used for any purpose other than ingress to and egress from the apartments and the Building. The fire exits shall not be obstructed in any way.
- 2.9 No furniture, baby carriages, bicycles, motorcycles or scooters or similar vehicles, debris, etc., shall be allowed to stand in the public halls, passageways or Lobbies of the Building.
- 2.10 Trunks and heavy baggage shall be taken in or out of Building through the Service Entrance.
- 2.11 The Service Elevators shall be operated only by Building Management's employees. Tenants, their families and/or their guests, employees or sub-tenants shall not interfere with the Service Elevator's operation.
- 2.12 Each Tenant has been supplied with Residential Elevator keys for their floor and the laundry room floors. Please, when not doing laundry don't carry elevator keys for those floors (if not your own floor).
- 2.13 Keep keys for the laundry room floors and floors other than your own in a safe place in your apartment and use them only when you go to those floors or the laundry rooms.
- 2.14 Each Tenant has been supplied with a key for the front and lobby doors.

If the passenger elevator is out of service this key will give you access all the way to your floor from the front door. This key unlocks the fire stairwell door in

the West Lobby and the barrier gate in the stairwell at the 6th floor. To enter your floor from the stairs you will need the key for that door; each floor uses a different key (see # 2.15, below).

- 2.15 Each Tenant has been supplied with fire-stair-door key for their floor. Please, carry this key in case the elevator is out of service.
- 2.16 If mail is incorrectly delivered to you, do not leave it in the Lobby. If possible, please slip it under your neighbor's door other wise give it to the elevator operator.
- 2.17 Dogwalkers are not allowed to bring "non-resident" dogs into the building. If you employ the services of a dog walker, then please let him/her know that no dogs from other buildings should be brought in and up the elevator. Please meet them on the street. (See 15.1 Regarding House Rule on Pets) (7/15/00)

3. HALLWAYS.

- 3.1 The Public hallways on floor, 7 through I3 shall not be decorated or furnished by any Tenant in any manner without the prior consent of all of the Tenant's neighbors on that floor and the Board's approval.
- 3.2 No signs, notices, etc., may be affixed in any fashion to the walls of the hallways except with the Board's approval.
- 3.3 Furniture, baby carriages, bicycles, motorcycles or scooters or similar vehicles, debris, etc., may not be placed or stored in the hallways.
- 3.4 Children shall not play in the public halls, fire stairways or elevators and shall not be permitted on the roof.

4. STAIRWELLS.

- 4.1 Use of the stairways is prohibited except in an emergency.
- 4.2 No articles of furniture, bicycles, motorcycles, debris, etc., may be placed in the stairwells.
- 4.3 The East and West stairs are for fire and emergency exits only. Both stairwell doors have alarmed panic bar locks and can be opened, in case of an emergency only, by pushing against that bar. The doors can also be opened from the apartment hall side of the doors with a key that has been supplied to each tenant. The west door only can be opened from the stair's side with same key, The key turns off the alarm.
- 4.4 Barriers with gates have been installed on both stairs at the sixth floor. The gates are equipped with panic bars but can also be opened with keys.
- 4.5 The West Stair doors have windows to allow viewing of the stairs from the hall. The East Stair doors have peep holes to allow viewing of the stairs from the hall. These views must not be blocked.
- 4.6 The floors are keyed differently. Shareholders have been supplied with keys for

locks on their floor. You should carry the key for your floor in case of an elevator break down.

5. LAUNDRY ROOMS

- 5.1 The laundry rooms are located on the eighth and eleventh floors. Each apartment has been issued elevator keys for these floors.
- 5.2 Tenants shall use the available laundry facilities only on days and during hours as may be designated by the Board,
- 5.3 All trash, boxes, bottles, etc., must be placed in receptacles provided. Spilled detergent, bleach, etc., must be removed from machines immediately.
- 5.4 Wet or dry laundry must be removed from machines immediately.
- 5.5 Tenants may not dye articles in the washers.
- 5.6 The Board shall have the right from time to time to curtail the hours of use.

6. TRASH AND TRASH ROOMS.

- 6.1 Put your household trash in strong plastic "trash" bags and seal the bags. Please, don't use paper bags or bags from the dry cleaner. The bags must be tied -- this will keep in odor, keep out bugs, avoid spills and is required by law. Wet garbage should be double bagged.
- 6.2 Please, don't make the bag too heavy lighter bags are easier to carry and are less likely to break open and spill. 15 pounds is about the limit
- 6.3 Trash (other than regular refuse) should be separated and placed in the appropriate recycling bins located in the trash rooms on your floor. (1/18/01)
- 6.4 If you are getting rid of large cartons, large items or a large number of articles, you should make arrangements with the building employees in advance about disposing of the material.
- 6.5 Trash and other refuse from alteration construction is the Tenant's responsibility. The Tenant must make arrangements with an outside trash removal company or hire Building Management's employees, to dispose of the trash.
- 6.6 Under no circumstances is trash to block exits or apartment doors. (1/18/01)

7. ROOF AREA.

The roof area is off limits to all Tenants for safety reasons. The roof doors are wired with an alarm system that is triggered by unauthorized entrance and exit. In addition, some Tenants have skylights on the roof, and their privacy must be respected.

8. HOUSE GUESTS.

- 8.1 Be sure your house guests understand the House Rules, How to use the intercom and the need to avoid letting unauthorized people into the Building. If possible, introduce them to at least one of your neighbors.

9. DAMAGE TO PUBLIC AREA.

- 9.1 Any damage by a Tenant or Tenant's visitor, guest, etc., to walls, doors, carpets or floors in the Public areas must be repaired at the expense of that Tenant Failure to do so will cause the repair to be made at the Board's direction and all expenses will be billed to the responsible Tenant.

10. INTER-TENANT RELATIONS,

- 10.1 It is the responsibility of all Tenants to refrain from disturbing their neighbors with excessive noise. This may require the installation of carpet or soundproofing, particularly if the Tenant has powerful stereo equipment or plays instruments.
- 10.2 Should a dispute arise between Tenants involving noise or any other matter that they cannot solve between themselves, they may request arbitration by the Board or a Board committee appointed for this purpose.
- 10.3 Unless expressly authorized by the Board, 80% of each room of each apartment's floor must be carpeted excepting kitchens, pantries, bathrooms, closets and foyers.
- 10.4 Tenant shall keep the windows of the apartment clean. If Tenant fails to clean the windows within ten days after written notice from the Board or Building Management, the cleaning may be done by the Board, which shall have the right, by its Officers or authorized agents, to enter the apartment to clean the windows. Tenant shall bear the cost of the window cleaning.
- 10.5 Large gatherings of a more than strictly personal nature (exhibitions, political, fund-raising, organizational, group tours, auctions, etc.,) must have special security arrangements approved by the Board. These gatherings shall not be held on other than an infrequent basis. The Board may require that special insurance be obtained. Any functions for which admission will be charged must be approved by the Board.
- 10.6 Tenant shall not make or permit any disturbing noises in the Building or do or permit anything to be done that will interfere with other Tenants' rights, comfort or convenience. Tenant shall not play or allow to be played any musical instrument, stereo, phonograph, radio or television loud speaker in Tenant's apartment between the hours of ten o'clock PM. and the following ten o'clock AM. in a manner that disturbs or annoys other Tenants. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 9:00 AM. and 5:00 PM.
- 10.7 Toilets and other plumbing in the building shall not be used for any purposes other than those for which they were constructed. No cat litter, any sweeping rubbish, rags or any other articles may be thrown into the toilets. The cost of repairing any

damage resulting from misuse of any plumbing shall be paid for by the Tenant whom it shall have been caused by.

- 10.8 No Tenant shall send any employee of Building Management out of the building on any private business of the Tenants.
- 10.9 No sign, notice, advertisement or illumination shall be inscribed or exposed on any window or other part of the Building, except which as shall have been approved in writing by the Owner and the Board,

11 ALTERATIONS.

- 11.1 Tenants who wish to make alterations to their apartment must get Board permission. To obtain Board permission, contact the Board and ask for a "Procedure to Make Alterations" package. Depending on the extent and the kind of work to be done, the Board may ask the Tenant to fill out an Alteration Application and enter into an Alteration Agreement with the Corporation, Board approval will depend only on fulfilling New York City Code, other applicable laws, Master and Proprietary Lease provisions, procedural and insurance requirements and structural/material soundness.
- 11.2 The Master Lease requires that certain kinds of alterations obtain written permission from the Owner. Plumbing, structural changes, and some electrical installation including equipment that would draw more power than was originally provided, are examples of the kind of work that needs written permission. Please refer to the Master Lease, Articles 8 and 15, etc.
- 11.3 Prior to undertaking any construction in an apartment, plans for the construction must be filed with the Board. The Tenant must receive the Board's permission, in writing, before beginning such construction.
- 11.4 The Tenant is responsible for compliance with the New York City Building Codes and Procedures relating to construction in his / her apartment Failure to work within the framework of these codes constitutes a breach of City Law, as well as default of the Proprietary Lease and Master Lease. If alterations to an apartment are made that do not conform to these codes and procedures, all cost for correcting the alterations, including attorneys fees, etc., will be the responsibility of the shareholder who owns the apartment.
- 11.5 Tenants must bear the entire cost of any alterations and assume all risks of damage to the Building and its mechanical systems, and to persons and property in the Building that result from or are attributable to the alterations.
- 11.6 Tenants contractor, or contractors, must present proof of Comprehensive personal liability, property damage, Workers Compensation and employees liability insurance policies, each in the amount of \$1,000,000, which name the Corporation, its Board, the Owner and Building Management and Tenant, as insured parties.

Insurance shall be required for all paid contractors, except: cleaners, maintenance, and ordinary repair work. Any work that affects the structure of the building shall require insurance. (5/27/99)

- Work hours are between the hours of 8:30 AM. and 5:30 P M, Saturday and Sunday and holidays excluded. Noisy work may not begin before 9:00 A.M. Tenant must inform his/her neighbors of such work and how long it may take.
 - Tenants whose construction work involves noise or affects building functions (hot water, etc.) are required to place a sign downstairs stating when and where the work is occurring. (1/18/01)
- 11.8 Only the Service Elevator may be used to transport personnel and materials related in any way to the alteration. Keys for the front doors and Passenger Elevator should not be given to anyone for use related to an alteration and no one related to an alteration work may use the Passenger Elevator or lobby.
- 11.9 Materials and rubbish must be taken out of the Building and removed from the premises at the Shareholder's expense. Only the Service Elevator may be used for such removal and only at such times as the elevator operators of the Building may direct.
- 11.10 At the completion of the work, the Tenant must deliver to the Corporation such proof as may be necessary to indicate all work has been done in accordance with all applicable laws, etc.
- 11.11 The Tenant is responsible for any damage to the public areas, or other apartments, resulting from the construction. The Tenant will undertake to repair, at his /her expense, any damage, within ten days of the occurrence of the damage. If the Tenant fails to do this, the Corporation will make the repairs, and bill the Tenant for the work done.
- 11.12 No awnings, window air-conditioning units or ventilators shall be used in or about the Building except as expressly approved by the Board and/or Building Management, nor shall anything be projected out of any window or well of the Building without similar approval.
- 11.13 No radio or television aerial shall be attached to or hung from the exterior of the Building without the prior written approval of the Board and/or Building Management.
- 11.14 Tenants shall not install any plantings on the terrace, balcony or roof without prior written Board approval. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Tenant to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

12. PROCEDURE FOR REFINANCING & EQUITY LOANS.

For Shareholders who wish to obtain a new loan or a refinancing of their present loan, the bank will require that the Co-op sign a new Recognition Agreement and

other documents. You may have to fill out a Refinance Application which the Board will review along with the bank's documents before the Board will sign these documents. Shareholders should contact the Board for a copy of the "Procedure for Refinance & Equity Loan" and follow those instructions.

13. PROCEDURE FOR SALE OF SHARES.

- 13.1 Shareholders who wish to sell their shares should contact the Board and ask for a copy of the "Procedure for Sale of Shares" and follow those instructions.

14. PROCEDURE FOR SUBLETTING.

- 14.1 The Corporation's policy is to discourage subletting. Under the Proprietary Lease, before a sublet may take place a Shareholder must attain the Board's consent.

Consent shall be granted only in exceptional circumstances as determined on a case-by-case basis by the Board of Directors, but generally limited to so-called "hardship cases" where special circumstances are determined to exist which would justify an exception to the rule; such as, for example, the case of a Shareholder temporarily relocated on business from the NY City with a definite intention to return and to reoccupy the apartment in the Building at the expiration of the proposed sublet Any approved sublet shall only be for six month term with possibility of renewals totaling no more than two years in any six year period. Sublets are governed by the "Sub-Tenancing: Terms and Conditions" [and are subject to a Sublet Surcharge that is determined by the Board of directors]. Shareholders should request this Procedure and follow those instructions.

- 14.2 If a Shareholder's "Principal Residence" is other than their apartment and the apartment is occupied by anyone other than the Shareholder (and other individuals provided for in the Proprietary Lease) the apartment is considered a sublet and would require all the requirements of a sublet to be fulfilled including the payment of any sublet surcharge and submitting of a Sublet Application and the payment of any application fees.
- 14.3 A shareholder must reside in the building a minimum of two years before submitting a sublet application. (1/18/01)
- 14.4 Permission for granting a sublet is finally dependent on the maximum allowable for any period as decided by Fannie Mae and bank regulators. (1/18/01)
- 14.5 The minimum sublet time considered is six months and even if the planned sublet is for a shorter period it will count as six months of the two permitted years. (1/18/01)
- 14.6 A first and last month security deposit (held in escrow) is required as well as a surcharge of 20% of the monthly maintenance for the time the sublet is in force. (1/18/01)
- 14.7 The application for a sublet is the same as for a share transfer - \$200. (1/18/01)
- 14.8 Each sublet will be reviewed every six months by the board with the understood right to cancel permission should events dictate. (1/18/01)

14.9 The shareholder is responsible for informing the subtenant of all house rules and for providing the board a signed copy. (1/18/01)

14.10 The board will request of all shareholders to notify their neighbors when they have a guest and to limit guest visits to a month duration. (1/18/01)

14A. CLAIMS & INSURANCE (8/1/00)

14A.1 When a problem occurs due to damage caused by a fellow shareholder (e.g., leaks):

- Immediately notify the shareholder in question and discuss what occurred; then exchange insurance information.
- As soon as possible, confirm in writing to the other shareholder.
- Call your insurance company to make your claims in an expedient fashion. Also confirm your claim in writing with your insurance company. (8/1/00)

14A.2 When a problem occurs due to damage caused by a failure in the integrity of the building (e.g., roof, walls) or the mechanics of the building (e.g., heating, sprinklers):

- Immediately notify the building manager of the problem, requesting repairs.
- As soon as possible, confirm in writing to the building manager with a copy to the Board.
- Contact your insurance company and have the claim made in an expedient fashion. Contact a board member if your insurance company requires the building's insurance policy number. (8/1/00)

14A.3 It is the shareholder's responsibility -- not the Board's -- to make the insurance claims for individual shareholders. (8/1/00)

15. MISCELLANEOUS.

15.1 PETS. No bird or animal shall be kept or harbored in the Building unless the same in each instance be expressly permitted in writing by the Board; such permission shall be revocable by the Board, in no event shall dogs be permitted on elevators or in any of the public portions of the Building unless carried or on a leash. No pigeons or other birds or animals shall be feed from the window sills terraces, balconies or in the yard, court spaces or other public portions of the Building, or on the sidewalks or -street adjacent to the Building.

15.2 COMPLAINTS. Complaints regarding the service of the building shall be made in writing to Building Management with a copy to the Board.

15.4 MAINTENANCE PAYMENT. Shareholders maintenance is due on the first of the month.

Payments received after the tenth of the month are charged a late fee of \$100. Bounced checks are charged a processing fee of \$20 (a check that bounces after the tenth of the month may make the Shareholder late, as well). Please make payment by check, made out to 344-348 West 38th Street Tenants Corp.

Please, also, use the return envelope provided with your monthly bill and put it in the Coop's mail box in the lobby.

- 15.45 Because various shareholders have neglected to pay the penalty fee for late payment, the Board has voted the following charge in the way penalties are assessed:
The \$100 late fee will be assessed once for each late payment. If the fee is not paid in the month in which it is billed, a surcharge of \$5 per month will be added to the fee until the entire penalty is paid. Should the shareholder seek to sell the apartment, all outstanding fees must be paid at closing. Similarly outstanding fees must be paid before the Board will grant permission to sublet or refinance the late fee. (1/18/01)
- 15.5 EXTERMINATOR. The agents of the Corporation, and any contractor or workman authorized by the Corporation, may enter any apartment at any reasonable hour of the day for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
- 15.6 ADDRESS. The address of the Premises is 348 West 38th Street. The Service Entrance is 344 West 38th Street
- 15.9 OWNER'S AGENTS. No employee of the Owner may be used by any Shareholder without prior written consent of the Board of Directors having first been obtained in each instance.
- 15.10 AMENDMENTS. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors and by the Shareholders at a properly called meeting.
- 15.11 The Board shall have authority to impose reasonable fines for infractions of the house rules. (5/27/00)

IN CONCLUSION:

We feel that this is a very special building, with a sense of community and friendliness that is unusual. We would like to keep it that way. Consideration on every Shareholder/Tenant's part for the needs of his/her neighbors will help maintain the special environment we are trying to create!