

FORT TRYON APARTMENTS CORP.'S HOUSE RULES

Pursuant to Paragraph 13 of the Proprietary Lease, the Board of Directors of Fort Tryon Apartments Corp. has amended the current House Rules, effective September 1, 2015. These House Rules supersede prior House Rules and are deemed incorporated into the Proprietary Lease. A breach of a House Rule is a default under the Proprietary Lease, entitling the co-op to take legal action against the violator, which may include fines or the termination of the Lease.

1. Lessees are responsible for the behavior of their guests and subtenants. A violation of the house rules by a guest or subtenant will be treated as a violation by the Lessee.
2. 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 escapes shall not be obstructed in any way. No article shall be placed in the halls or on the staircase landings or fire escapes, nor shall anything be hung or shaken from the doors, windows or fire escapes or placed upon the fire escapes or windowsills by fire escapes of the building.
3. No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything, including window boxes, be projected out of any window of the building without written consent from the managing agent. All air conditioners must be installed and secured in compliance with local rules and regulations.
4. Children shall not play in the public halls, courts, stairways, fire escapes or elevators and shall not be permitted on the roof.
5. No public hall above the ground floor of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of all of the Lessees to whose apartments such hall serves as a means of ingress and egress; in the event of disagreement among such Lessees, the Board of Directors shall decide.
6. No Lessee shall make or permit any disturbing noises in the building, or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument, or permit to be operated a phonograph or a radio or television loud-speaker in such Lessee's apartment between the hours of ten (10:00) o'clock p.m. and eight (8:00) o'clock a.m. if the same shall disturb or annoy other occupants of the building. 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 8:30 a.m. and 5:30 p.m.
7. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Lessor or the managing agent.

8. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in a passenger elevator. Baby carriages and the above-mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the building.
9. Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.
10. Garbage and refuse from the apartments shall be disposed of only at times and in such manner as the superintendent or the managing agent of the building may direct. Tenants must rinse all recyclables before discarding in the recycling bin.
11. Water closets 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 article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.
12. No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.
13. No bird or animal shall be kept or harbored in the building unless expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor for good cause only. 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. Lessee must pay a fine of \$100 to the co-op for failure to clean up after his/her pet.
14. No pigeons or other birds or animals shall be fed from the window sills, fire escapes or in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building.
15. Do not throw any garbage, dirt or debris out of the windows. The yard is to be kept clear of garbage and debris at all times. The cost of removing waste/debris shall be paid for by the Lessee who violates this rule.
16. No radio or television aerial shall be attached to or hung from the exterior of the building.
17. The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the managing agent.
18. Washers and dryers may not be installed in apartments. Violators must return units to original condition. Violators must also pay a \$500 fee to the co-op to remove an unapproved washer and/or dryer and to compensate the co-op for costs associated with water usage.
19. Lessee cannot make an opening in any exterior wall for vents, exhaust fans and the like, as it endangers the structural integrity of the building and is in violation of New York City regulations.

20. Requests to be put on the bike rack wait list must be in writing to the managing agent. Oral requests will not be acknowledged.
21. Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material to the extent of at least eighty (80%) percent of the floor area of each room excepting only kitchens, pantries, bathrooms, closets and foyers.
22. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Lessor or its managing agent.
23. The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during ten (10) days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose of such cleaning and to charge the cost of such cleaning to the Lessee.
24. Complaints regarding the service of the building shall be made in writing to the managing agent of the Lessor.
25. The agents of the Lessor, and any contractor or workman authorized by the Lessor, 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.
26. **Moving In and Out:**
 - Lessee must make arrangements with the superintendent and provide the moving company's insurance information, in writing, to the managing agent five business days prior to moving.
 - Upon notification by the Lessee, superintendent will install elevator pads if elevator is needed for the move.
 - Lessee is required to pay for any damage caused by a move. Lessee must submit a \$500 deposit in the form of a check made out to Fort Tryon Apartments Corp. five days prior to the move. The deposit will be returned upon visual inspection by the Superintendent.
27. **Delivery and Removal of Bulky Items:**
 - Lessee must make arrangements with the superintendent and provide the delivery company's insurance information, in writing, to the managing agent five business days prior to delivery.
 - Upon notification by the Lessee, superintendent will install elevator pads if elevator is needed for the delivery/removal.

- Lessee is required to pay for any damage caused by a delivery or removal of a bulk item.
- Bulky items, rigid plastic, metal, and other things that cannot fit into recycling containers or clear bags can be put at the curb the night before our scheduled collection day. If Lessee is unsure about how to dispose items, contact the management company, superintendent or call 311. **Do not leave bulky items in common areas or in the trash room.**

28. Sublet Policy:

- A Lessee must occupy the apartment for at least one year before being permitted to sublet, and must have no outstanding balance of maintenance or other charges.
- The Lessee must advise the Board of Directors in writing the reason for the sublet request. If the Board approves the reason to sublet, the Lessee will receive a Sublet Package with forms and instructions, and can propose a sub-tenant. Subtenants undergo a screening process similar to that of prospective purchasers.
- Sublet agreements may only be for a period of one year.
- The Lessee remains solely responsible for timely payment of the maintenance each month plus the appropriate subletting fee. The subletting fee shall be 10% of the monthly maintenance for the first year of a sublet and shall increase by 5% for each subsequent consecutive year, irrespective of a change in the subtenants. For example, the sublet fee will be 25% of the monthly maintenance for the fourth year of a sublet, irrespective of a change in the subtenants. Any request for renewal of a sublet must be made 60 days prior to the expiration of the sublease. (Note: a change of sub-tenant would require a new sublet request.)
- Lessees must pay a non-refundable \$400 sublet application fee.
- Any Lessee who does not adhere to the procedures set forth above will be subject to legal action, including, but not limited to, termination of the Lessee's proprietary lease.

29. Alterations:

- Lessees do not need an alteration agreement to do **cosmetic changes** (e.g., hanging pictures or curtains, painting or carpeting, changing a light fixture, putting up bookcases) in their apartments. Work responsibly, employ professionals as necessary, minimize disturbance (noise, dust, etc.) and repair any damage to others that may result.
- For anything greater than cosmetic changes (when in doubt, check with the managing agent), **before starting work**, Lessee must send a note or email to the managing agent describing proposed work to be done in the unit (e.g., replace kitchen cabinets or counter, install bathtub or sink, etc.). The managing agent will respond within five business days.
- For **major alterations** (e.g., demolishing walls, cutting through floors) Lessees must obtain a blank Alteration Agreement from the managing agent, fill it out and submit it to the Board as

part of a submission package for the Board's approval. Lessees performing major alterations without the Board's written permission are subject to legal action including, but not limited to, termination of the Lessee's proprietary lease.

- Major alterations performed without permission from the Board may require inspection by the corporation's contractor, architect or engineer including the opening of floors, walls and ceilings at the Lessee's expense. Unapproved alterations may have to be redone or removed at the Lessee's expense.
- Lessees cannot hire corporation employees to perform their alterations.

30. **Insurance.** Each proprietary tenant shall maintain individual insurance on his/her apartment at all times during the term of the proprietary lease including, at minimum, the following coverage terms:

- \$300,000 in Liability coverage;
- Improvements and Betterments coverage equal to or greater to the value invested in improvements to the original apartment (including fixtures, appliances, cabinetry, wallpaper, wall to wall carpeting and painting);
- Additional Living Expense coverage, to be renewed each year, to cover expenses outside the apartment in the event of dislocation by fire or other disaster.

Each incoming shareholder/proprietary tenant must produce evidence of such insurance coverage as a condition of closing.

Each shareholder/proprietary tenant who seeks the Corporation's consent to a sublease or to make an alteration to the apartment or any other board permission will be required to produce evidence of such coverage as a condition of receiving any such consent. Any shareholder subleasing his/her apartment must also show that the basic required policy has been modified to reflect that the apartment is a secondary residence to a third party.

The Corporation may request proof of such coverage annually and the proprietary tenant shall provide such proof.

In addition to the cited required coverage, the Corporation reserves the right to increase or modify the required insurance coverage from time to time. Shareholders should seek professional advice on other appropriate coverage for the apartment and their possessions.

31. **Smoking:** Smoking is strictly prohibited in common areas, including hallways and stairways; Lessee must pay a \$300 fine to the co-op if Lessee or his/her guest or subtenant violates this rule. Although smoking is currently permitted within apartments, pursuant to the Proprietary Lease, Lessee must not permit odors and secondhand smoke to escape into the building and others' apartments such that it would cause a nuisance. The Board of Directors will take all reasonable steps to address shareholders' concerns if a smoker fails to mitigate the nuisance and damage caused by secondhand

smoke or breaches the Proprietary Lease. The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.

32. No patient of any doctor who has offices in the building shall be permitted to wait in a common area (*e.g.*, hallway, stairwell, doorway, etc.).
33. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.