

300 West 23rd Street Owners Corp.

HOUSE RULES

RESIDENTS' POLICIES & PROCEDURES



Issued October 1997

AMENDED April 2021

TABLE of CONTENTS

SECTION I	PAGE
Failure to Comply with House Rules	2
Penalty for Late Payments	2
Move-In/Move –Out Rules	2
Elevator Operations	2
Work Orders	3
Personal Services by Building Staff	3
Messenger Access	3
Building Staff Access	3
Non-Resident Access	3
Keys for Apartment Access	3
Lobby and Professional Space	3
Use of Hallway and Stairs	4
Public Area Furnishing and Decorating	4
Monitoring of Children and Public Areas	4
No Smoking	4
Pets/Animals	4
Apartment Floor Covering Requirements	4
Noise Making	4
Window Displays	4
Window Cleaning Requirements	5
Terrace Planting	5
Antenna Installation	5
Air Conditioner Restrictions	5
Laundry	5
Bike Room	5
Limitation on Group Tours/Auction Sales	6
Open House	6
Governing Use of Apartments for Film Shoots	6
Complaints Regarding Building Services for Common Life	8
Modifying Policies and Procedures	8
Revocation of Consents	8
 SECTION II - SUBLEASE AND RESALE POLICIES	
1. Sublease Application and Fees	8
2. Apartment Resale Applications	9
3. Alteration Application and Fees	9
 SECTION III - PROPRIETARY LEASE AND BY-LAWS	
1. Apartment Transfer Fee (“Flip Tax”)	10
 SECTION IV – COMPLETE TERRACE GUIDELINES	
1. Appendix A – Complete Terrace Guidelines and Submission Requirements	11

Failure to Comply with House Rules

After an initial warning notice ("Notice") has been sent to the Shareholder and/or Tenant, the Board of Directors of the Corporation shall have the authority to impose upon a Shareholder and/or Tenant fines for violation of the House Rules of the Corporation or engages in conduct detrimental to the best interests of the Corporation. The amount of \$500.00 for the first violation occurring after issuing of Notice, \$1,000.00 for a second violation occurring after issuance of Notice, and \$2,500.00 for each succeeding violation occurring after issuance of Notice. All fines shall be deemed "additional maintenance" under the Proprietary Lease. The Board of Directors reserves the right to review and change the amount of the fines, at any time and from time to time.

Any Shareholder who violates these House Rules or its Proprietary Lease, or whose co-occupant, Tenant, guest, invitee, or workmen violates these House Rules, shall be deemed to have agreed to indemnify, defend and hold harmless the Corporation from, against and with regard to any loss or damage which the Corporation may incur, or any claim that may be asserted against the Corporation, as a result of such violation of this policy, including, without limitation, the amount of attorneys' fees and disbursements incurred by the Corporation in connection therewith.

Penalty for Late Payments

Shareholders will be charged an administrative processing fee of \$50.00 per month for any maintenance payment received by the managing agent after the 10th day of the month with any type of outstanding balance. This outstanding balance would include, but not limited to, monthly maintenance, assessments, storage fees, work order fees, alteration fees, sublet fees, etc.

Move- In/Move-Out Rules

Household Moves - The service/freight elevator is available to shareholders moving in or out of the building weekdays (Monday, Tuesday, Wednesday and Friday) between 8 a.m. and 4 p.m. and Thursday, between 8 a.m. and 2 p.m. (these are the hours the staff is present to operate the service elevator), provided arrangements are made in writing with the Resident Manager and approved at least **ONE (1) WEEK in advance** of the move. There will be no moves on weekends and holidays; check with the Resident Manager to confirm to which holidays this applies. The passenger elevators are never to be used during a move, with the occasional exception of very delicate items that should not go on the conveyor belt. In these cases, the shareholder must sign a statement acknowledging that they are responsible for any damage to the passenger elevator cab or floor. Further, the shareholder must make sure that building staff have adequate notice to put in place protective padding on the cab walls and floor. Such arrangements, regarding the passenger elevators, must be made in writing with the Resident Manager and approved at least **ONE (1) WEEK in advance**. Mover/Moving Company must provide the proper endorsed insurance certificates prior to the scheduling of any move-in or move-out. There are also applicable non-refundable move-in and move-out fees and a refundable security deposit.

Large Package Deliveries - The service/freight elevator is available to shareholders for large package deliveries weekdays (Monday, Tuesday, Wednesday and Friday) between 8 a.m. and 4 p.m. and Thursday, between 8 a.m. and 2 p.m., provided arrangements are made with the Resident Manager and approved **in advance**. **Large packages are not to be delivered through the front door and conveyed in the passenger elevators, and doormen are not available to receive and catalog such large items.**

Elevator Operations

Only employees of the Corporation may operate the service/freight elevator.

Work Orders

Work orders requesting repairs within individual apartments must be completed at the doorman's station. Only repairs associated directly with the building and its upkeep, such as repairs to plumbing lines reaching an apartment, will be made by building staff. All other repairs are the responsibility of the shareholder or tenant. Building staff can assist in an emergency, such as in the handling of a plumbing leak, though they are not available to effectuate permanent repairs of apartment fixtures. Those are the shareholder's responsibility.

Personal Services by Building Staff

No resident may employ any of the building staff for personal business during the employee's working hours.

Messenger Access

Messengers and trades people must use building entrances and exits as designated by the Resident Manager, building staff or managing agent. Trades people, such as contractors, electricians, painters, etc. must register with the doorman before entering the building. Some of these, if carrying tools, may be directed to use the service/freight entrance that is to be operated by a building staff person. Trades people may work ONLY in the building between 9 a.m. and 4:30 p.m. Monday – Friday (except holidays).

Building Staff Access

The agents of the Corporation, and any contractor or workman authorized by the Corporation, may enter any apartment at any hour of the day to deal with an emergency. Examples include but are not limited to: vermin, gas leak, water leak, medical care, etc.

Non-Resident Access

Any shareholder who intends to permit non-residents access to his/her apartment must provide written authorization at the doorman station before such access will be granted. Shareholders authorizing such access must make arrangements directly with their visitors regarding keys. "House Keys" (shareholder apartment keys kept at the doorman's station) can be loaned to visitors only when a shareholder has given permission in advance, in writing. Shareholders are required to make sure that the doorman has a set of keys for use in emergencies.

In addition to written authorization by the shareholder, non-resident visitors are required to sign the visitor log upon each arrival and departure of the building.

Finally, shareholder guests must be in compliance with the stipulations of the proprietary lease.

Keys for Apartment Access

"House Keys" - It is required that residents maintain a set of "House Keys" at the front desk to be used by staff to gain admittance to apartments during emergencies: fire, burst water pipe, medical emergency, etc. The cost of gaining emergency entry to an apartment (locksmith, door replacement, etc.) whose owner has not provided a "House Key" will be charged to the shareholder.

"Guest Keys" - Residents are also encouraged to maintain a set of "Guest Keys" separate from the House Keys at the front desk. Shareholders must either arrange for these keys to be transferred to their guests or provide written authorization in advance of a guest's arrival. Otherwise, under no circumstances will the doorman loan keys to non-residents outside the presence of the shareholder.

Lobby Commercial/Professional Space

No part of the lobby shall serve as a waiting area for the practice of any professional occupying the Lobby's Commercial/Professional Space. No clients or patients shall be permitted to sit, stand or wait in the lobby.

Use of Halls and Stairs

The public halls, stairways, fire towers, balconies of the building shall not be obstructed or used for any purpose other than entering or existing apartments. No bicycles, scooters, baby carriages or similar vehicles shall be allowed to stand in these areas at any time.

Public Area Furnishing/Decorating

No public hall of the building shall be decorated or furnished by any resident in any manner without the prior written consent of the Board. No objects shall be placed in the halls, stairways, balconies, or fire towers, nor shall any objects be hung, draped or exhibited from the doors, windows, terraces or balconies or placed on the exterior window sills of the building. This includes mats placed on the hallway floors.

Monitoring of Children in Public Areas

Children shall not be permitted to play in the public halls, stairways, fire towers, balconies or elevators and shall not be permitted on terraces unless accompanied by an adult.

No Smoking

The term "smoking" and similar terms means inhaling, exhaling, burning, or carrying any lighted cigar, pipe, cigarette, e-cigarette or other tobacco or non-tobacco smoking product in any manner or in any form. All Shareholders/Unit Owners, tenants, occupants, or any other person (including, but not limited to, invitees, guests or contractors) occupying or visiting an apartment shall comply with this smoking policy. Smoking is prohibited in all interior and exterior common areas of the building, including, but no limited to: entrances, elevators, hallways, basement, stairwells, fire stairs, yards, courtyards, roofs, terraces and any area where smoking is prohibited by law (all of the foregoing collectively, "Prohibited Smoking Locations"). Smoking is permitted in apartments. Each Shareholder shall inform his/her household staff, co-occupants and guests of this policy. Shareholders are responsible to prevent smoke and odors from emanating from their apartment into Prohibited Smoking Locations or other apartment.

Pets/Animals

No animal of any kind may be kept or harbored in the building unless expressly permitted in writing by the Corporation. In no event shall dogs be permitted on elevators or in any of the public areas of the building, including hallways and lobby, unless carried or leashed and under strict control. The Corporation reserves the right, on behalf of shareholders, to require any animal not under strict control to be removed permanently from the building.

No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or other public areas of the building, or on the sidewalks or streets adjacent to the building.

Apartment Floor Covering Requirements

Unless expressly authorized by the Board of Directors, apartment floors must be covered with rugs with ¼" thick minimum sound absorptive underlayment/pad, carpeting, or equally effective noise-reducing material. A minimum of 80 percent of the main floor areas must be covered. Kitchens, pantries, bathrooms, closets, and foyers are exempt from this requirement.

Noise-Making

No resident shall make or permit any disturbing noises in the building that will interfere with the rights, comfort or convenience of other residents.

No resident shall operate a radio or other sound system, television, or musical instrument before 9 a.m. or after 9 p.m. at a level or in a manner that disturbs neighbors. No construction, repair work, or other installation involving noise is permitted in any apartment except as described in Alterations Applications in Section II.

Window Displays

No sign, notice, advertisement or illumination shall be inscribed or displayed on or at any window or other part of the building unless approved in writing by the Corporation or its Managing Agent.

Window Cleaning Requirements

Shareholders are required to keep apartment windows clean. Residents may be notified in writing to clean their apartment windows within thirty (30) days. Should a resident not comply with this request, the Corporation reserves the right to authorize agents to enter the apartment for this purpose. The cost of such cleaning shall be borne by the shareholder.

Terrace Planting

No resident may install any structures or significant plantings on any terrace without prior written approval of the Corporation through its Managing Agent. Comprehensive rules applying to terrace structures, plantings and use are available from the Managing Agent. These guidelines and rules for plantings address such issues as weight, drainage, planter placement and maintenance. These rules are critical to maintaining the structural integrity of our building and are important to the economics of the building as a whole. Remember, terraces are actually roof structures and require proper management and care.

The Corporation, through building staff, shall conduct inspections of terrace plantings semi-annually or more often as warranted. Should repairs or alterations be required, the shareholder shall have thirty (30) days to complete them unless there is a situation requiring immediate remediation for the sake of the roof integrity or another similarly pressing matter. Should damage be caused by negligence or non-compliance with the rules governing terrace plantings and terrace maintenance, all costs for repairs shall be borne by the resident. **The maintenance of a shareholder's terrace, including the clearance and functioning of terrace drains, is the responsibility of that shareholder, regardless of the source of any debris or other matter that may interfere with terrace integrity or drainage.**

Refer to Appendix A on page 11 for Complete Terrace Guidelines and Submission Requirements.

Antenna Installation

No radio, television antenna, or satellite dish may be attached to or hung from the exterior of the building.

Air Conditioner Restrictions

Air-conditioners, fans or ventilators may be installed **ONLY** under the supervision of the Resident Manager and his staff and in accordance with the authorized rules of the Corporation. Specifications are available through Resident Manager. Only a licensed, bonded installer may perform this work. Building staff is not permitted to install air conditioners. The safe installation of air conditioners requires both a safety bar that prevents the unit from being mounted directly against a window sash as well as brackets/braces under the unit to further support it. The proper mounting of air conditioners is a very serious, important safety concern. This is a priority intended to prevent the accidental falling of air conditioners from windows onto the sidewalk below, an obvious, grave and potentially lethal hazard. Shareholders are encouraged to purchase newly available portable air conditioners that remain entirely indoors and that employ only a ventilation hose that is placed in a window opening.

Laundry

No washing machines or dryers are permitted in apartments. Residents may use the card-operated laundry facilities located in the basement 24 hours a day. Residents are expected to show consideration to their neighbors by attending promptly to their laundry and by cleaning up after themselves.

Bike Room

Bike storage is available and on a limited basis in the building's Basement. Initial arrangements must be made through the Resident Manager.

Limitation on Group Tours/Auction Sales

No group tour or exhibition of any apartment or its contents may be conducted, nor may any auction be held in any apartment without the written consent of the Corporation or its Managing Agent.

Open House

An open house for the purpose of selling an apartment may be held between the hours of 9 a.m. and 9 p.m. Please inform the doorman prior to scheduling.

Governing Use of Apartments for Film Shoots

300 West 23rd Street Owners Corp. (the "Cooperative") prohibits the use of Apartments for film shoots, photo shoots, and use as location for any visually-recorded production (collectively "Filming"), except in strict compliance with the following, as may be amended from time to time by the Board of Directors of the Cooperative.

1. No Apartment may be used for Filming without the prior written consent of the Cooperative.
2. A tenant/shareholder who desires to use his/her Apartment for Filming must apply in writing to the Cooperative for a Filming permit, not less than fifteen (15) days prior to the desired commencement of Filming, on such form as the Board shall promulgate. A check payable to the Cooperative in the amount of \$500.00 (payable by the tenant/shareholder), which represents a non-refundable Filming permit application fee must accompany the application.
3. Only shareholders may apply for Filming permits; tenants of Units, and other non-shareholders, may not apply.
4. The Filming permit application must include the identification of the parties involved, the number of people involved, a detailed schedule, and details regarding any expected usage of common areas such as the lobby, hallways, stairs and elevators.
5. The Filming permit application must also be accompanied by a certificate of general liability insurance covering the proposed Filming from the person or entity that will conduct the Filming, naming the Cooperative and the Managing Agent as additional insureds, in a minimum benefit amount of \$2 million.
6. In the event that the Board shall permit the Filming to occur, no Filming shall be allowed to occur unless and until the tenant/shareholder shall have paid to the Cooperative a security deposit. A check payable to the Cooperative in the minimum amount of \$5,000.00 (payable by the tenant/shareholder and exact amount determined by the Board and Managing Agent), which represents a refundable deposit to secure the Cooperative against any damage to the Building caused during the Filming.
7. In the event that the Board shall permit the Filming to occur, the tenant/shareholder shall become obligated to pay to the Cooperative a Filming fee. A check payable to the Cooperative in the amount of \$10,000.00 (payable by the tenant/shareholder), which represents a Filming location fee for each day (or portion thereof) on which Filming shall occur. The Cooperative shall have all rights to collect and enforce such payment obligation as it possesses with regard to maintenance and assessments.
8. In the event that Filming is not completed within the time period scheduled, the tenant/shareholder shall become obligated to pay to the Cooperative an additional Filming fee. A check payable to the Cooperative in the amount of \$15,000.00 (payable by the tenant/shareholder), which represents a Filming location fee for each such additional day (or portion thereof) on which Filming shall occur. The Cooperative shall have all rights to collect and enforce such payment obligation as it possesses with regard to maintenance and assessments.

9. No tenant/shareholder shall be permitted to have Filming in his/her Apartment for more than four (4) consecutive weekdays (Monday - Friday except holidays).
10. Filming shall occur only on weekdays (Monday - Friday except holidays) and only between 9:00 a.m.- 4:30 p.m.
11. No more than one Filming shall be ongoing in the Building at any time. In the event that two or more tenant/shareholders shall apply for Filming permits for the same time period, preference will be given to the tenant/shareholder(s) who have not previously had Filming in their Apartment(s) during such calendar year.
12. Not less than 48 hours prior to the commencement of a Filming, the tenant/shareholder sponsoring it must deliver to the resident manager of the Building a written list of the names of all persons who will intend to enter the Building in connection with the Filming. Each participant in a Filming will be required to check-in, with photo identification, with Building staff at the commencement of each day of the Filming.
13. No equipment involved with the Filming shall be stored, or allowed to remain overnight, in any common area of the Building.
14. No Filming shall occur in any common area of the Building without the prior written consent of the Board. No person involved with Filming shall be present in any common area of the Building (except incidentally in connection with transit to and from the Unit) without the prior written consent of the Board.
15. No Filming shall be permitted by the Board, and no Filming may commence, if the tenant/shareholder sponsoring same is then delinquent in the payment of any maintenance, assessments, or other amounts due to the Cooperative.
16. The Board shall be permitted to halt a Filming before its scheduled completion date if such Filming is not in conformity with the information previously supplied by the tenant/shareholder, or if such Filming shall unreasonably disturb any other resident of the Building, or unreasonably interfere with the operations of the Building.
17. The tenant/shareholder sponsoring a Filming shall be deemed to have agreed to indemnify, hold harmless and defend the Cooperative, the members of the Board, all employees of the Cooperative, and all other residents of the Building, from, against, and with regard to all claims, losses, damages, damage, suits, actions, proceedings, judgments, impositions, fines, penalties and expenses (including but not limited to reasonable attorneys fees and Court costs), that any such indemnitee may suffer or incur, or which may arise, or which may be asserted against any such indemnitee, by virtue of the Filming.
18. Any tenant/shareholder who conducts, or attempts to conduct, a Filming in his/her Apartment without compliance with this House Rule shall: (i) nevertheless be obligated to pay all amounts that would otherwise be due to the Cooperative hereunder as if the Cooperative's permit had been granted, (ii) be subject to all rights and remedies that are available to the Cooperative pursuant to the Proprietary Lease and applicable law, including the imposition of such fines as the Board shall deem appropriate, and (iii) be barred from using his/her Apartment for Filming prospectively.

Complaints Regarding Building Services or Common Life

Complaints regarding the service of the building shall be made in writing to the Managing Agent with copies also sent to the Resident Manager and Board, deliverable via the doorman.

Modifying Policies and Procedures

These House Rules may be expanded, amended or repealed at any time by resolution of the Board of Directors of the Corporation, provided that such resolution is adopted by the affirmative vote of not less than two-thirds of the Directors then in office.

Revocation of Consents

Any consent or approval given under these rules by the Corporation may be revoked at any time.

SECTION II - SUBLEASE AND RESALE POLICIES

The following sublease and resale policies have been adopted by the Board of Directors:

1. Sublease Application and Fees

To preserve the status of the building as largely owner-occupied, a shareholder must have owned his/her apartment for at least one (1) year before subletting will be considered. A sublease application must be completed and fees paid by the shareholder for consideration by the Corporation's Admissions Committee and Board of Directors. Personal interview of prospective subtenants by members of the Admissions Committee is required. All prospective co-subtenants must attend this interview.

The Admissions Committee will submit a recommendation to the full Board of Directors based on its review of the application and personal interview. The Board will consider the application, and the Managing Agent will advise the shareholder and/or subtenant of the Board's decision within **four (4) weeks** of the application date. Processing of sublease applications and communications about application deliberations are handled by the Corporation's Managing Agent.

A sublease must be acceptable to the Board of Directors in form and substance and must include a standard sublease rider approved by the Board. Riders are available through the Managing Agent.

A sublease, if approved by the Board of Directors, will be for a minimum term of one (1) year, and is subject to annual review by the Board of Directors. A sublease can be renewed for a maximum of one (1) year, for a maximum sublease of two (2) years (Board interview of the sub-lessee is not required for such a renewal). Sixty (60) days prior to the first anniversary of the sublease term a form must be submitted to the Managing Agent to request a one (1) year lease extension. To obtain this form, contact the Managing Agent directly. **Please also note for sublet renewals, that the monthly sublet charge will continue to be applied and there will be a check made payable to the Managing Agent in the amount of \$300.00 (payable by the sublessor), which represents a non-refundable sublet renewal processing fee.**

If, for any reason, a sublease is not renewed, the subtenant will have sixty (60) days to vacate the apartment. Should the subtenant not vacate in time, an additional fifteen percent (15%) of the monthly maintenance, plus costs and attorney's fees associated with any eviction proceedings, will be imposed against the shareholder.

The following fees are payable upon submission of a sublease application:

a.) A check payable to the Managing Agent in the amount of \$500.00 (payable by the sublessee), which represents a non-refundable processing fee.

- b.) A check payable to 300 West 23rd Street Owners Corporation in the amount of \$1,000.00 (payable by both the sublessor and sublessee), which represents a refundable move-in / move-out deposit against damages that occur. Costs to repair any such damages will be deducted from the deposit. The deposit is refundable after the move and refunded in full if there are no damages.
- c.) A check payable to 300 West 23rd Street Owners Corporation in the amount of \$300.00 (payable by both the sublessor and sublessee), which represents a non-refundable move-in / move-out fee.
- d.) A check payable to the Managing Agent in the amount of \$50.00 PER applicant (payable by the sublessee/s), which represents a non-refundable payment of the credit report fee. If there are two (2) applicants, each must complete a Tenant Data Verification form.
- e.) A check payable to 300 West 23rd Street Owners Corporation in the amount of \$100.00 (payable by the sublessor), which represents a non-refundable administrative fee.

An amount representing an additional 15 percent (15%) of the monthly maintenance payable by the shareholder will be applied to the monthly maintenance statement and must be paid to the Corporation upon commencement of an approved sublease for the shareholder's apartment and shall continue through the termination of the sublet. The amount due in connection with the apartment sublease shall be additional maintenance billed and payable on the first (1st) day of every month.

2. Apartment Resale Applications

Shareholders intending to sell their shares are required to have their prospective buyer submit an apartment resale application for review by the Corporation's Admission's Committee and Board of Directors. Personal interview of prospective purchasers by members of the Admissions Committee is required. For such interviews all prospective co-purchasers must attend.

The Admissions Committee will submit a recommendation to the full Board of Directors based on its review of the application and personal interview. The Board will consider the application and advise the shareholder and/or prospective buyer of its decision within **four (4) weeks** of the application date. Processing of resale applications and communications about application deliberations are handled by the Corporation's Managing Agent.

Please note the maximum amount allowable for financing initial share purchases or refinancing of an existing mortgage is eighty percent (80%) of the purchase price or in the case of a refinancing of the appraised value.

3. Alteration Application and Fees

Shareholders intending to remodel or renovate their apartments (including but not limited to the refinishing of floors, installation of new kitchen cabinets or plumbing fixtures, alteration of existing structures within apartments, etc.) must complete an alteration application, which must include an alteration agreement signed by the shareholder, for review by the Corporation's Board of Directors. The review may require the submission of additional documentation to be determined by the Board. Changes to the form or structure of the apartment or the plumbing or electrical must be formally reviewed by the Corporation's Architect and any related fees will be borne by the shareholder.

Furthermore, a refundable security deposit of \$1,500.00 to \$6,000.00 (based on the extent of the alteration and determined by the Managing Agent and Board) must be submitted with the application, which will be held by the Corporation to secure against damages to the building. After the work is completed and has been inspected by the building staff, the deposit will be refunded in full if no damages have occurred as a result of the alteration work.

The cost to repair any damage will be deducted from the deposit before the net amount is refunded. Alteration work may be performed on Monday - Friday 9 a.m. to 4:30 p.m. (except for Holidays).

Importantly, any time a shareholder removes/replaces tile in a bathroom or cabinets in a kitchen, the shareholder must have the branch-line (both supply and waste) pipes replaced to the point where these pipes join the waste or supply risers. This is essential because branch lines are vulnerable to leakage once they have been disturbed by any sort of renovation, based on their having been put in place when the building was originally constructed (1931). This branch line replacement must be performed by a licensed plumber as part of any renovation/remodeling project and undertaken with oversight and approval by the Resident Manager. Branch line replacement is the financial responsibility of the shareholder.

Lastly, for alterations that go longer than the allowed one hundred twenty (120) working days, the Corporation must be notified for approval to continue with another maximum sixty (60) additional working days with an additional charge of \$300.00 per day.

Complete guidelines and fees for alterations can be found in the Alteration Agreement.

SECTION III - PROPRIETARY LEASE AND BY-LAWS

Several years ago shareholders voted to amend the by-laws to establish a transfer fee, payable to the Corporation prior to the sale of shares allocated to an assignment of a proprietary lease.

1. Apartment Transfer Fee ("Flip Tax")

The Corporation charges a Transfer Fee ("Flip Tax") of either one percent (1%) of the gross sales price or \$10.00 per share payable to the Corporation before the transfer of any shares and assignment of a proprietary lease. The specifics of the Transfer Fee ("Flip Tax") can be found in the Amendment to Paragraphs 16(a) and 16(iv) of the Proprietary Lease effective April 1, 2016.

The material presented here may change over time and be superseded because of revisions, expansions or modifications. All matters with respect to these policies are subject to and superseded by the Corporation's most current policies; current rules should always be consulted. The Corporation assumes no responsibility for errors or omissions.

APPENDIX A - COMPLETE TERRACE GUIDELINES AND SUBMISSION REQUIREMENTS:

In order to obtain approval for the installation of planters, decking, exterior cladding or other semi-permanent items on any of the building terraces or roofs, the Owner/Shareholder must supply in advance the following information to the Managing Agent for review by the Board of Directors and Building Architect if required:

- . A drawing at minimum 1/4" = 1'-0" scale showing the terrace/roof and the proposed layout of planters and/or other items. The plan shall show the calculated weight of each planter and the location relative to existing pavers, decking sleepers or other supports that bear directly on the roof membrane.
- . Unless a Registered Architect or Professional Engineer (RA/PE) is engaged to design the layout of planters and other elements on the terrace, the following limitations shall apply:

PLANTERS:

1. Planter boxes shall not exceed 9 cubic feet in size. Any combination of dimensions may be used to achieve this volume unless the dimensions create a footprint that exceeds the bearing capacity of the membrane system below. The maximum weight of any planter box with soil shall be 200 lbs. Planter box "fill" shall not exceed 65 lbs. /SF gross weight for saturated soil (soil to consist of 1/3 perlite, 2/3 topsoil). Plants within planters shall be anchored with guy wires to planter box to prevent uprooting in high winds. The boxes shall be filled with styrofoam "peanuts" for drainage, in lieu of stones. The depth of the peanuts shall be a minimum of 4".

2. Boxes shall be arranged within the terrace perimeter with the following restrictions:

a) Planters shall be placed a minimum of 1'-0" away from any wall, drain, or other roof penetration (NOTE: Importantly, no planters shall be placed over removable pavers or decking covering drain locations),

b) Planters shall not block required egress from roof or terrace,

c) Planters shall be spaced so as not to create weight in excess of 30 lbs./SF over any area of 40 SF or more,

d) Planters shall not be placed/hung on any parapet, railing, raised roofing structure, penthouse wall, or other building element,

e) Planters shall not be placed directly upon roof membrane or gravel ballast,

f) Nor shall the total gross weight of all planters placed on the terrace exceed 5 lbs per square foot on the total terrace area (thus a 500 SF terrace may have up to 2,500 lbs. of planters).

g) Nor shall the weight placed on the roofing system by any one support exceed 16 lbs. per square inch.

3. No plants shall be allowed to exceed 6'-0" in height. Plants that exceed this height limitation shall be tied back to the building in a manner designed by the Building Architect.

4. Planter boxes shall be constructed of: a) treated or a "rot" resistant wood species, or b) plastic/resin material. No stone, concrete or clay containers are permitted due to weight considerations as well as moisture retention issues.

5. Any fasteners used are to be non-ferrous.

6. Drainage holes shall be provided at the bottom of all planters.

TRELLIS STRUCTURES:

1. No trellis is to exceed 12'-0" in height.

2. Trellis shall be open a minimum of 50% over their surface areas.

3. No trellis shall block the view of adjacent Unit Owners, unless written permission is given.

4. Trellis shall be physically attached to the building structure in a manner approved by the Building Architect. Again, any fasteners used must be non-ferrous.

5. Trellis to be constructed for easy removal, i.e. bolted connections in lieu of nailed.

FURNITURE:

1. Furniture to be stored in such manner as to prevent "blow-off" due to wind forces.

2. Canopies and umbrellas are to be physically attached to the building structure in a manner approved by the Building Architect. Note, new awnings are not likely to be approved; this rule applies to awnings already in place.

OTHER ISSUES:

In the case of some terraces additional capacity may be available due to the presence of structural beams and even columns within the field of the terrace. If these structural elements exist then larger sized plants may be allowable if placed directly on top of these points. In the case of a column point, the size of the planter can be large. Any Unit Owner considering increasing the weight of planters in these areas shall submit calculations by their RA/PE showing that the capacity of these elements is not exceeded. In no case shall the planters, however, exceed the crushing capacity of the roof system, which shall be calculated as 16 lbs. per square inch including existing pavers or other traffic surfaces.

As a matter of course, no element of the roofing structure or membrane may be removed or altered to accommodate a planter or item of furniture or décor.

Attachment - All methodologies of attachment of items on the terrace shall be submitted to the Building's RA/PE for review. The Unit Owner's RA/PE shall submit calculations showing attachment complies with NYC Building Code Requirements. The Building's RA/PE reserves the right to make changes to the submitted details with regards to their impact on common elements of the building, and the water tightness of the condition.

Crucially, the Unit Owner is responsible for the maintenance of all plant materials and containers and shall maintain all drains to be kept clear of dirt, leaves and other debris on a continuous basis. The Unit Owner is financially responsible for any and all damage to the building, other units or any property resulting from failure to keep drains clear and flowing at ALL TIMES. Violations are subject to the maximum penalty permitted under the Cooperatives by-laws and House Rules.

Ivy - In some terraces unit owners allow ivy to grow on their brick masonry walls. This practice is detrimental to the masonry joints. Ivy roots in the mortar joints and breaks apart the mortar allowing water to enter into the building. If unit owners desire ivy on the walls a wood trellis shall be installed.

Wood Decking - The Building Code of the City of New York limits the amount of wood decking to 20% of the roof area at that level. The Board of Directors may grant consent to a unit owner to install wood decking over a larger percentage of their terrace if other unit owners on the same level do not have wood decks on their terraces. Permission, however, will be granted on a case-by-case basis, with "revocable consent" on individual coverage that exceeds 20% of their personal area. Installation of wood decks shall be submitted with protection details for the waterproof membrane system.

Outdoor structures including greenhouses, sheds, large storage units are not permitted.

Outdoor carpeting is strictly prohibited for reasons of moisture retention.

Automatic watering systems are not permitted in any circumstance.

The Unit Owner is responsible to move, at their expense, the planters for roof inspections, replacement, and repairs, if so directed by the Board of Directors. The repair of damage to common building elements caused by the placement or moving of the planters shall be solely borne by the Unit Owner.

All drawings supplied by the Unit Owner with regards to the planter layout shall be maintained in a file by the Board of Directors and/or Building Management. Any elements not approved and shown on the plans shall be removed by the Unit Owner within two (2) weeks of notification by the Board or its representative.