

**HOUSE RULES
(Prospect Macy Cooperative Apartments)**

- (1) Any 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.
- (2) Children shall not play in the public halls, courts and stairways.
- (3) No public hall or Apartment front door shall be decorated or furnished by any Lessee without the prior consent of the Board of Directors.
- (4) 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 stereo system, radio, television or other audio equipment in such Lessee's Apartment between the hours of 11:00 o'clock p.m. and the following 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 8:00 a.m. and 5:00 p.m.
- (5) No article shall be placed in any halls or on any staircase landings nor shall anything be hung or shaken from the doors, windows or roofs or placed upon the window sills or ledges of the Building.
- (6) 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 any managing agent, nor shall anything be projected out of any window of the Building without similar approval.
- (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. This provision shall not apply to any Holder of Unsold Shares.
- (8) No velocipedes, mopeds, motorcycles, bicycles, scooters, strollers, baby carriages or other wheeled items shall be allowed to stand in public halls, passageways, public areas of the Building or Property.
- (9) Messengers and trades people shall use such means of ingress and egress as may be designated by the Lessor.

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- (10) Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the Building, if applicable.
- (11) Trunks and heavy baggage shall be taken in or out of the Building through the service entrance and elevator, if applicable, or by such means as may be designated by the Lessor.
- (12) Garbage and refuse from the Apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the Building may direct.
- (13) 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.
- (14) No Lessee shall send any employee of the Lessor out of the Building on any private business of a Lessee.
- (15) No animals shall be kept or harbored in the Building or any Apartment except for the following: one (1) dog weighing twenty (20) pounds or less; one (1) household cat; one (1) domestic bird and one (1) tropical or salt water fish tank. No exceptions will be permitted unless the same in each instance is expressly permitted in writing by the Board of Directors of the Corporation. The Board of Directors may require the permanent removal of any animal kept in an Apartment that is not in compliance with the above as well as any animal causing or creating a nuisance or unreasonable disturbance or noise upon three (3) days' written notice from the Board of Directors. In no event shall any animal be permitted in any of the public corridors or lobbies of the Building unless carried or on leash and in compliance with the local and municipal rules and regulations regarding pets. Lessees shall be responsible for picking up and disposing of their pets' waste and for any damage caused by their pets to any public portion of the Building.
- (16) No radio or television aerial or any other type of receiving or transmitting antenna or structure, including a satellite dish, shall be attached to or hung from the exterior of the Building without the prior written approval of the Lessor or the managing agent.
- (17) No vehicle belonging to a Lessee or to a member of the family or guest, subtenant, licensee or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the Building by another vehicle.

- (18) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage.
- (19) 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.
- (20) The Lessee shall keep the interior 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 any managing agent to clean the interior windows, such cleaning may be done by the Lessor, which shall have the rights, by its officers or authorized agents, to enter the Apartment for the purpose and to charge the cost of such cleaning to the Lessee. No exterior cleaning of the windows is permitted by a Tenant-Shareholder.
- (21) Complaints regarding the service of the Building shall be made in writing to the managing agent of the Lessor or in the event there is no managing agent to the Board of Directors.
- (22) The agents of the Lessor, and any contractor or worker 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 pest. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as Additional Rent.
- (23) No laundry, wash or any other article shall be hung anywhere outside of an Apartment.
- (24) No Lessee shall install any temporary or permanent lights or lighting system outside of any Apartment without the prior written approval of the Lessor.
- (25) No fires or barbecues or other outdoor cooking shall be permitted on any portion of the Property, except in such areas as the Board of Directors may approve.
- (26) No personal property may be stored on any portion of the Property outside of the Apartments, except as provided by the Board of Directors.
- (27) No Lessee shall construct or install any improvement on, or in any manner alter or remove any of the property owned by the Lessor outside of the Apartments, including without limitation the improvements,

planting trees and other vegetation thereon, without the prior written approval of the Lessor.

- (28) In order to avoid damage to the plumbing system, the thermostat in all Apartments must be kept at a minimum of 60 degrees Fahrenheit during the period October 1 through April 30.
- (29) No nuisances shall be allowed upon any portion of the Property, including the Apartments, nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Apartments by the Lessees.
- (30) No improper, offensive or unlawful use shall be made upon any portion of the Property, including the Apartments; and all valid laws, zoning ordinances, the regulations of all governmental bodies having jurisdiction thereof, shall be observed.
- (31) Nothing shall be done or kept in the Apartments or upon any public portion of the Property which will increase the rate of insurance of the Lessor without the prior written consent of the Board of Directors of the Lessor. No Lessee shall permit anything to be done or kept in their Apartment or upon the public portion of the Property which will result in the cancellation of insurance on the Property or which would be in violation of any law.
- (32) The Apartment and any area restricted to the Lessee's use shall be maintained in good repair and overall appearance.
- (33) Any Lessee who obtains a share loan shall immediately notify the Board of Directors providing the name and address of their share loan holder.
- (34) The Board of Directors of the Lessor shall, at the request of the share loan holder of the Apartment, report any delinquent assessments due from the Lessee.
- (35) No nuisances shall be allowed in the Building nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents.
- (36) No improper, offensive or unlawful use shall be made of the Building or any part thereof, and all valid laws, zoning ordinances, the regulations of all governmental bodies having jurisdiction thereof, shall be observed.
- (37) No Lessee shall post any signs, advertisements or posters of any kind including "for sale" or "for rent" signs in or on the Property, except as

authorized and approved by the Board of Directors of the Lessor. This provision shall not apply to a Holder of Unsold Shares.

- (38) No Lessee shall paint the exterior surfaces of windows, exterior façade of the Apartment, walls or doors opening out of Lessee's Apartment without the consent of the Board of Directors.
- (39) No person shall be permitted to use any other property owned by the Lessor except in accordance with the rules and regulations established by the Board of Directors.
- (40) The Property of the Lessor shall not be obstructed, littered, defaced or misused in any manner.
- (41) Every Lessee shall be liable for any and all damage to the Building, which shall be caused by said Lessee, occupants of Apartments, their respective family members and guests and such other persons for whose conduct the Lessee is legally responsible.
- (42) No Lessee shall be permitted to install a window air conditioner or through the wall air conditioner.
- (43) In addition to the rights contained in the Proprietary Lease, upon receipt by the President of the Board of Directors or by any managing agent, of a signed written complaint alleging a violation of the Proprietary Lease, By-Laws or Rules and Regulations, as herein established or hereafter established or adopted by the Board of Directors, the President of the Board, or in his absence, the Vice President together with any two (2) members of the Board, without a formal meeting of the Board, shall make a determination as to the validity of the complaint. If in their determination the complaint is valid and justified the managing agent or Board member, if no agent, shall be directed to send written notice of such violation to the violator. If the violation is not corrected or eliminated within a period of three (3) days from the date of receipt of such notice; another notice will be sent levying a fine of up to \$100 upon the violator. Such fine is to be considered as additional maintenance or rent to the account of the violator and shall be treated as such regarding late penalties and a lien upon the shares as elsewhere provided in the Proprietary Lease. If after imposition of a fine the violation is not corrected or eliminated, the Board of Directors may assess additional fines of up to \$100.00 each after serving written notice upon the violator as provided for above. If the violation results in loss of or damage to the Property, the Board of Directors shall direct the managing agent or the Board, if no managing agent, to have said loss or damage repaired or replaced, and the actual cost of said repair or replacement, including any

legal fees and administrative costs, shall be assessed to said violator as an additional assessment.

- (44) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.
- (45) Any costs incurred by the Board of Directors to remedy or cure any violation of the Proprietary Lease, By-Laws or the Rules or Regulations of the Lessor as herein or hereafter established, shall be an additional maintenance charge or rent charged to the violator in addition to the fine(s) levied upon the violator. In the event the Lessor institutes legal action for the collection of any fines or the enforcement of any of the provisions of the Proprietary Lease, By-Laws and/or Rules and Regulations of the Lessor, then the Lessee shall be responsible for payment of reasonable attorney's fees of the Lessor plus interest and costs of the litigation.
- (46) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor. The Lessor's Board of Directors shall have the power to make such additional rules and regulations as may be necessary to carry out the intent of these Rules and Regulations, and shall have the right to bring lawsuits to enforce the Rules and Regulations promulgated by the Board of Directors.