

HOUSE RULES- Rosefan Owners Corp. Amended 6/23/15

(1) The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building.

(2) Children shall not play in the public halls, courts, elevators and stairways.

(3) 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 a means of ingress and egress; in the event of disagreement among such Lessees, the Board of Directors shall decide.

(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 sound system or a radio or television loud speaker 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),

(4A) Noise and Complaint Process

1. Complaining Tenant (concerning excessive noise from a neighbor's apartment) makes first contact with Management Company and files a formal complaint.
2. Management alerts Co-Op Board about complaint.
3. Two Co-Op Board Members try to witness noise and analyze situation.
4. Two Co-Op Board Members approach noisy tenant and try 'neighborly approach' at resolving noise issue.
5. All parties allow 2-3 weeks to elapse and survey whether or not a change in noise has occurred.
6. If noise persists, first warning letter is sent -- includes details of impending process.
7. If noise does not cease, complaining tenant alerts Management Company again.
8. Management Company notifies Board and sends second letter to offending tenant.
9. Allow another 2-3 weeks to elapse and survey whether or not a change in noise has occurred—using feedback from Two Board Members and Complaining Tenant.
10. If issue is still not resolved, Complaining Tenant has the right to proceed as follows:
11. The Complaining Tenant has the right to hire an Engineer to measure the alleged noise heard in the Complaining Tenant's apartment. Costs of the Engineer shall be at the Complaining Tenants expense, except if the Co-Op Board, in its sole discretion, elects to reimburse the Complaining Tenant. Reimbursement of such fees is contingent upon the Board's determination of the following factors, in addition to such other factors as the Board may deem relevant:
 1. That the House Rules have been violated.
 2. That mediation has failed.
 3. Further legal action is necessary to resolve the dispute.

The Board may then take such legal action, which, in its sole opinion, it deems most appropriate.

- (5) Only after submitting an ALTERATION AGREEMENT to management and receiving written approval may construction or repair work commence and may only be carried out between the hours of 8:30 a.m. and 4:30 PM. If any contractor works in your apartment, you must submit an alteration agreement and get written approval before proceeding.
- (6) No article shall be placed in the halls or on the stair case landings or elevators nor shall anything be hung or shaken, from the doors, windows, terraces, balconies or roofs or placed upon the window sills, ledges or fire escapes, if any, of the building.
- (7) 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 be projected out of any window of the building without similar approval.
- (8) 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.
- (9) No mopeds, motorcycles, bicycles, scooters, strollers, baby carriages or other wheeled items shall be allowed to stand in public halls, passageways, areas or the courtyard of the building.
- (10) Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.
- (11) Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the building.
- (12) Trunks and heavy baggage shall be taken in or out of the building through the service entrance.
- (13) 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.
- (14) 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.
- (15) No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.
- (16) No dog, cat, bird, reptile or any other animal shall be kept or harbored in the building unless the same in each instance be expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted in any of the public portions of the building unless carried or on leash. No pigeons or other birds or animal' shall be fed from the window sills, terraces or in the yard, court spaces or other public portions of the building, or on the sidewalks or streets adjacent to the building.
- (17) No radio or television aerial shall be attached to or hung from the exterior of the building without the prior written approval of the Lessor or the managing agent.
- (18) 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.
- (19) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage.
- (20) 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.
- (21) The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 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 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.

(22) Complaints regarding the service of the building shall be made in writing to the managing agent of the Lessor.

(23) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

(24) No Lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. 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, and raised at least two inches from terrace, balcony or roof surface, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

(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 to control or exterminate any vermin, insects or other pests. If the Lessor takes measures to control or exterminate bed bugs, the cost thereof shall be payable by the Lessee, as additional rent.

(26) Moving in or Out of the building may be done between 9 AM and 5 PM Monday to Friday with 48 hours advance notice to the Superintendent and compliance with the Move In/Out policy.

(27) Deliveries of materials and/or equipment to the building are preferred to be restricted to between 8 AM and 5 PM Monday to Friday. As an accommodation, deliveries that require no more than one use of the elevator will be permitted between 9 AM and 1 PM on Saturday, with the 48 hours prior notification and permission by superintendent. Anyone violating this rule will be assessed a \$250.00 administrative Fee on their maintenance bill for each instance that the violation has occurred.

(28) No Barbeques are permitted.

(29) Roof access for emergency purpose only and access is not allowed to the Lessee, residents or guests at any time.

(30) The Lessee will maintain the minimum of 80% of carpeting and padding, approved by Lessor or his agent(s) prior to installation, in each unit at all times.

(31) Clothes washing machines and dryers are not permitted to be used in any apartment.

(32) Sublet Policy

1. A shareholder must be a resident for a minimum of two years prior to subletting his or her apartment.
2. Owner occupied (includes rent stabilized tenants of the corporation) apartments must represent a minimum of 80% of all apartments, to comply with the corporation's underlying mortgage holder's guideline.
3. During the first two years of a sublet, the sublet fee paid by the shareholder to the corporation is 20% of the maintenance.
4. Each year thereafter, without limit, the sublet fee paid by the shareholder to the corporation will increase by an additional 5% of maintenance.
5. Any existing residential apartment that has been sublet for more than 2 years, as of January 1, 2014, shall have a sublet fee of 30% effective upon renewal, with an additional sublet fee of 5% per year added to it.
6. All new proposed sub-tenants must receive prior written approval from the Board of Directors before a shareholder can issue a sub-lease.
7. A copy of all new sub-leases, fully executed by all parties, must be provided to the corporation upon approval, and prior to the tenant moving in.
8. When a sub-lease expires, the shareholder must receive written Board approval to extend the lease for the current tenant, and a copy of that extension must be provided to the Board within ten days of approval to extend the sub-lease.

(33) The above sublet policy has been amended per resolution on June 23, 2015 to not allow for any new subletting of an apartment. All apartments currently subletting will be allowed to continue to sublet until their current sublet moves out. Once the current sublet moves out, no further subletting of that apartment will be allowed.

(34) Failure of Lessee to comply to house rules will result in violation and a monthly administrative fee charged as additional maintenance for instance and each month, or portion of the month, that the violation is in effect.

(35) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.