

The Argo Corporation
R E A L E S T A T E



50 West 17th Street
New York, NY 10011
Tel: 212 896 8600
Fax: 212 896 8666

RE: R.S.D Owners Corp.
355 Riverside Drive
New York, New York

Apartment: _____

This is to advise that I have read the house rules of R.S.D Owners Corp. and agree to abide by same.

Purchaser/Tenant

Purchaser/Tenant

Date: _____

355 RIVERSIDE DRIVE

SELECTED POLICY AND PROCEDURE MEMOS

(In Effect as of December, 1998)

Enclosed are copies of a number of memos that have been distributed over the years by the building's board of directors and managing agents. These have been compiled in response to inquiries from shareholders about various policies and procedures. Newer shareholders may not have received some of these and longer term residents may have misplaced them. This is being provided in a loose leaf format so that it can be conveniently updated when new policies and procedures are implemented. Please retain this for future reference.

CONTENTS

Maintenance Problems and Emergency Procedures
Building Staff Schedules and Duties
Admission of New Shareholders
Carpeting in Public Hallways
Flip Tax/Transfer Fee
Home Equity Line of Credit (see Refinancing)
Late Payment Penalties
Liability Insurance
Shareholder Liability When There is Damage Due to Water Leakage
Moving Rules
Noise: Modification of House Rule # 5
Recycling Changes
Refinancing
Renovation Work on Apartments
Sales of Apartments (see Admission of New Shareholders)
Sublet Policies and Procedures
Transfer Fee (see Flip Tax)

**RSD OWNERS CORP
355 RIVERSIDE DRIVE
NEW YORK, NY 10025**

Building Telephone: 749-0472 (voice or fax)

**Managing Agent: Diversified Property Group
114 East 32nd Street, Suite 506
New York, NY 10016
685-4646 (voice) 685-4848 (fax)**

MAINTENANCE PROBLEMS:

In the event you have a maintenance problem in your apartment or notice something in the building that seems in need of attention, please contact superintendent Pat Murphy by phone or fax or drop him a note. If he is not readily available, speak with another member of the building staff, who can often track Pat down or relay a message to him.

Pat can advise you whether a maintenance problem in your apartment is your responsibility or the building's responsibility.

EMERGENCIES:

In the event of an emergency, for example if you smell gas in your apartment or see water leaking, you should contact superintendent Pat Murphy immediately. If you cannot reach Pat in person or by phone, you can beep him at 917-358-0016. Please use the beeper number only for emergencies. If you cannot reach him, call the managing agent at 685-4646. If it is after normal business hours, follow the directions on the managing agent's voice mail. Someone from the office is on call 24 hours a day, seven days a week, and will respond to emergencies as soon as possible.

We urge you to contact the super, the managing agent, or a Board member before calling in any outside agencies, such as Con Edison. However, as always, if there is a major emergency like a fire, you should call the Fire Department without delay.

355 RIVERSIDE DRIVE BUILDING STAFF

Personnel and Practices as of December, 1998

SUPERINTENDENT: PATRICK MURPHY

Schedule: Normal working hours are Monday to Friday, 8 a.m. to 4 p.m. The superintendent is available at other times for emergencies.

Duties: The superintendent: 1) is responsible for maintaining the building and supervising the staff and security guard; 2) operates and maintains all building systems and equipment; 3) in consultation with the managing agent, performs or arranges for building repairs; 4) monitors the work of all outside tradespeople, including renovations done by shareholders; 5) advises whether repairs in apartments are the responsibility of the building or of shareholders; 6) oversees moving in and out of apartments. Please remember that the superintendent works for the building. Any additional work requested by shareholders is performed at the superintendent's discretion outside normal work hours.

DAYTIME DOORMAN/PORTER: DIONISIO RODRIGUEZ (DOMINIC)

Schedule: Tuesday, Thursday and Saturday, 7 a.m. to 3 p.m. (garbage days); Wednesday and Friday, 8 a.m. to 4 p.m. Days off: Sunday and Monday. Receives 40 minute lunch break.

Duties: To be on duty in the lobby except for breaks and the following:

Garbage pick-up: Tuesday through Friday (North side apts. only) 2:30 p.m.
Saturday (whole building) 7:00 a.m.

Cleaning: On Friday, alternates cleaning the staircases and the public halls.
Cleans the lobby areas and the brass daily. Assists the super as needed.

EVENING DOORMAN/PORTER: LEONARDO VINALS (LENNY)

Schedule: Sunday through Thursday, 4 p.m. to midnight. Days off: Friday and Saturday. Receives 30 minute dinner break.

Duties: To be on duty in the lobby except for breaks and the following:

Garbage pick-up: Sunday & Monday (whole building) 8:30/9:00 p.m. Tuesday (back only) 9 p.m. Wednesday & Thursday (back only) 10/10:30 p.m.

Cleaning: On Tuesday, alternates cleaning the back staircase, handrails, etc. with the garbage cans and lids. Assists the super as needed.

SECURITY GUARD SERVICE:

The building has arranged with VGI Inc. to provide a lobby security guard on Friday and Saturday from 4 p.m. to midnight, and on Sunday and Monday from 8 a.m. to 4 p.m. Our current security guard is Wendell Moncrieffe.

RSD

OWNERS CORPORATION
355 RIVERSIDE DRIVE
NEW YORK, N.Y. 10025

September 3, 1996

To: Residents of the 2nd, 6th, 9th and 15th Floors

From: Board of Directors

RE: CARPETING IN PUBLIC HALLWAYS

Please note that you are responsible for maintaining and cleaning any carpeting in the public hallways on your floor.

The building staff regularly cleans the tile floors in public hallways on each floor, but staff is not responsible for cleaning or maintaining carpeting in these areas.

You have the option of taking up the carpeting in your public hallway to expose the tile flooring. You may wish to discuss this with your neighbors on your floor.

ADMISSION OF NEW SHAREHOLDERS

Policies

It is in the best interests of all shareholders that apartments at 355 Riverside Drive actually be used as residences. Accordingly, a purchaser (or a member of a purchaser's immediate family, e.g. spouse, parent or adult child) must intend actually to live in the apartment on a regular and continuous basis, except for business travel, vacations, use of weekend home, or other customary reasons for occasional absences.

The Board will approve only those prospective purchasers who demonstrate a clear ability to meet their anticipated financial obligations as shareholders, who demonstrate a willingness and ability to act in accordance with the By-Laws, Proprietary Lease and House Rules, and who in other respects are likely to be good neighbors. Whether any purchaser meets these criteria shall be determined by the Board in its sole and absolute discretion.

No purchaser shall finance more than eighty percent (80%) of the purchase price of an apartment.

Procedures

1. The seller shall notify the President of the co-op that he or she has a prospective purchaser.
2. The President will refer the seller to the managing agent, who will provide the buyer with application and financial disclosure forms. The managing agent's fee for processing the application and checking the prospective purchaser's references shall be paid by the seller.
3. The managing agent will forward the completed application and financial disclosure forms to the President, and will report to the President on the results of its check of the prospective purchaser's credit and references.
4. The President will notify the Chairperson of the Admissions Committee and will forward the completed application materials to the Admissions Committee. If the Admissions Committee determines that the prospective purchaser is financially qualified, the Admissions Committee will arrange a personal interview with the prospective purchaser.
5. After the personal interview, the Chairperson of the Admissions Committee will notify the President of the recommendation of the Admissions Committee. The Board will decide whether to accept or reject the recommendation of the Admissions Committee.
6. The President will notify the seller of the Board's decision. If the decision is favorable, the closing will take place at the office of the co-op's attorney, and the seller will pay the co-op's attorney's fee for legal services in connection with the transfer of shares.

RSD

OWNERS CORPORATION
355 RIVERSIDE DRIVE
NEW YORK, N.Y. 10025

June 10, 1985

RE: PENALTY FOR LATE PAYMENT OF MAINTENANCE

Dear Shareholder:

It was the consensus at the recent shareholders' meeting that the Board should take all steps necessary to ensure that maintenance is paid promptly. A late payment penalty is a method that has been adopted by many other co-ops with excellent results. The Board has adopted a resolution that effective July 1, 1985 there will be an automatic lateness penalty of 5% on all payments received by the managing agent after the 10th of each month.

Maintenance continues to be due on the first of the month and should continue to be paid on the first of the month. The penalty will be charged on all payments received by the managing agent after the 10th. It doesn't matter what the date on the check is or when the envelope is post-marked; if the check arrives at the managing agent's collection office after the 10th, the penalty will be charged. Given the unpredictability of the mails, you should be sure to mail in your check well in advance of the 10th.

Each month our co-op must pay bills for mortgages, taxes, labor, fuel, electricity, repairs, etc. Maintenance must be paid on time so that our co-op can pay its bills on time and so that the building can be managed efficiently and economically. If some shareholders do not pay maintenance on time, maintenance charges will have to be increased for everyone.

The 5% penalty will be applied to any outstanding balance (previously billed to the shareholder) for which payment has not been received by the 10th. Outstanding balances include maintenance for the current month, maintenance and penalties in arrears from prior months, amounts owed by shareholders for repairs, and any other sums owed by shareholders to the co-op.

Thus, if the managing agent fails to receive a check from hypothetical Shareholder A, whose maintenance is \$500 per month, by the 10th of July, a late payment penalty of \$25 will automatically be added to the August maintenance bill. If Shareholder A knows the maintenance payment is late, Shareholder A should simply add the \$25 penalty to the July maintenance payment so that the penalty does not appear on the August maintenance bill.

Another example: Hypothetical Shareholder B, whose maintenance is \$800 per month, fails to pay July and August maintenance until August 15th. On July 10, Shareholder B will be charged a late payment penalty of \$40. On August 10, Shareholder B will be charged a late payment penalty of \$82, which is 5% of the sum of (1) July maintenance in arrears, plus (2) the July late payment penalty in arrears, plus (3) August maintenance.

In the second example, Shareholder B will owe not only two months' maintenance, but also \$122 in late payment penalties.

Plainly, it will be in every shareholder's interest to pay maintenance promptly under this system. Significantly, the Board has resolved, as one of its policies on admissions and subletting, that no shareholder will be permitted to sublet or to complete the sale of an apartment if that shareholder owes any maintenance, late payment penalties, or any other sums of any kind to the co-op.

The great majority of our shareholders pay their maintenance on time. Unfortunately, a small number of shareholders repeatedly have paid their maintenance late or have even fallen months in arrears. The Board has adopted a late payment penalty reluctantly, and only after its other efforts to persuade these shareholders to pay their maintenance on time have failed to produce results. If there continue to be delinquencies despite the late payment penalty, the Board, in consultation with the co-op's attorney, will take whatever actions are necessary to protect the co-op and its shareholders.

If you have any questions about the late payment penalty, please feel free to discuss them with any member of the Board.

Sincerely,

THE BOARD OF DIRECTORS

To: RSD Shareholders

From: The Board of Directors

This memorandum is to remind shareholders of the importance of having homeowners insurance, and to offer guidance on proper procedure to follow in the event of damage to your apartment or to the apartment of a neighbor for which you are culpable.

The most common cause of damage that results in insurance claims is water damage. Should such damage occur, regardless of the source of the leak, the first step the homeowner should take is to report the damage to his or her own insurance agent or company. After reimbursing the claimant, your insurance company will then determine cause and find the responsible party to recoup their payments. If shareholders file claims directly with the Co-op's policy holder, you risk not being reimbursed fully or in a timely manner. It is best to let your insurer pursue the Co-op's insurer to work out who pays for what.

It is important to know that the Co-op's insurance covers the building exterior and roof, interior walls and floors, and all plumbing and electric within the walls. Everything from the paint on the walls and the varnish on the floors outward is the responsibility of the shareholder. This includes any upgrades, improvements and renovations to any building item inside the apartment, carpet, tile, paint, cabinetry, vanities, fixtures, furniture, mirrored walls, etc. In other words, most damage for which you would want reimbursement will be most likely items that the Co-op's policy does not cover.

We recommend the following steps:

1. Make certain that you have a homeowners insurance policy and that it adequately covers your property and that of your neighbors should you be liable.
2. Should a damaging event occur, notify Superintendent [REDACTED].
3. Take photographs.
4. Notify your insurance company and follow their instruction about making a claim.
5. Notify the Co-op's Managing Agent in writing.
6. Send copies of your letter to the Co-op's Managing Agent to each member of the Board of Directors.
7. Let your insurance company and the Co-op's insurance company sort out the claim.

RSD

OWNERS CORPORATION
355 RIVERSIDE DRIVE
NEW YORK, N.Y. 10025

March 5, 1989

MEMO TO ALL SHAREHOLDERS OF 355 RSD
FROM: KIM JONES

There are three issues which came up at the last meeting of the Board which affect all of us and which need clarification, since there is apparently some confusion and misconceptions concerning them. Please read the following carefully and file this Memo for future reference.

- 1) Re: Shareholder Liability when there is damage due to water leakage
 - a. When leakage occurs because of a defect or breakage of a pipe which is one of the four main plumbing lines and which is within a wall or beneath floor (or tub) level, RSD Owners' Corp. is responsible for the cost of repairs and damage.
 - b. When leakage occurs because of a defect in any fixture, sink, tub, pipe, etc. that a tenant has independently installed or contracted to install, liability lies with the tenant who inhabits the apartment in which the origin of the leak occurs. When this occurs, tenants are urged to seek compensation from the company with whom they have their Co-op homeowner's insurance, since this is precisely what such insurance is for.

When there is any question about whether a particular leakage falls into category (a) or category (b), ~~the super should be shown exactly what damage has occurred and can assess the origin of the problem. In any event, the super should always be notified when any leak occurs.~~

NOTICE TO ALL TENANTS AND SHAREHOLDERS

On April 27, 1995 the Board of Directors voted to modify House Rule number 5 as follows:

"(5) 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 any electric or electronic device of any kind (phonograph, tapes, radio, television, computer sound board, etc.) in such Lessee's apartment between the hours of nine o'clock P.M. and the following eight 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."

**RSD OWNER CORP
355 RIVERSIDE DRIVE
NEW YORK, NY 10025**

MOVING RULES

1. Move-in/move-outs are allowed Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m.
2. Advance notice of at least 48 hours to the superintendent is required.
3. A \$300 money order or certified check, payable to RSD Owners Corp., must be given to the managing agent or superintendent as deposit against damages to the building at least 48 hours prior to the move.
4. A \$25 per hour fee will be charged for each hour or portion thereof that the staff must man the freight elevator.
5. Any resident that moves-in or out after 4:00 p.m. on weekdays or anytime on Saturday, Sunday or Union Holidays will be charged an additional \$250 as liquidated damages.
6. Owners are responsible for their subtenants in obeying these rules.

Diversified Property Group, Ltd.

9 East 38th Street • New York, N.Y. 10016 • (212) 685-4646 • Fax: (212) 685-4848

NOTICE

DATE: May 29, 1997
TO: All Residents
355 Riverside Drive
FROM: Ginny Deutsch (GD)
RE: Recycling Changes

Every resident in New York City recently received a mailing from the Sanitation Department regarding the changes in the recycling program. The program has expanded to include:

- ▶ Mixed paper (including junk mail, envelopes, white and colored paper, smooth cardboard and paper bags) along with newspapers, magazines, catalogues and phone books must be MIXED TOGETHER and placed in the milk crate that Patrick has set-up by the freight elevator.
- ▶ Milk and juice cartons, small household metal items (wire hangars), plastic bottles and jugs, glass bottles and jars, metal cans and aluminum foil wrap and trays must be MIXED TOGETHER and placed loosely in the same-labeled recycling container with *blue* plastic bag. All items must be rinsed prior to disposal, and caps are not recyclable. There are already containers by the freight elevator for these recyclables.

Remember, recycling is a New York City law and ALL MANHATTAN RESIDENTS MUST RECYCLE. Your efforts help conserve natural resources and control rising waste disposal costs.

Thank you for your continued cooperation.

Diversified Property Group, Ltd.

114 East 32nd Street Suite 500 • New York, NY 10016 • (212) 685-4646 • Fax (212) 685-4848

MEMORANDUM

DATE: May 8, 1998
TO: All Shareholders
RSD Owners Corp.
FROM: Ginny Deutsch
RE: Apartment Refinancing

Over the past few months, due to the low interest rates, many owners have been refinancing their mortgages and/or adding equity loans. This memo will hopefully serve to clarify the coop's procedures regarding these matters.

For all refinances and equity loans, there is a \$100 review fee payable to the coop corporation and in addition, a \$100 processing fee is payable to the management company, for a total of \$200.

In addition to these fees, if your monthly payment will be greater than it currently is, you must submit to us the most recent year's tax return and a letter from your employer stating your salary. This information will be circulated to the Board of Directors for their approval, who may then request additional information and possibly a credit check, at your expense.

In the event your new monthly payment will be the same amount or less than your original loan payment, a copy of the commitment letter will be the only further documentation required.

Please feel free to contact me with any questions you may have regarding this memo.

Thank you.

355 RIVERSIDE DRIVE
ATTN: TENANT/SHAREHOLDERS
FROM: BOARD OF DIRECTORS
DATE: 02 FEBRUARY 1994
REF : REPAIRS AND IMPROVEMENTS
ALTERATION AGREEMENT

Dear neighbors:

It has been brought to the attention of our superintendent and/or members of the board that there is not always a clear understanding of what work in an individual's apartment may require authorization from the building's managing agent.

Since we now have a new managing agent, we felt it may be helpful to standardize the form used to authorize any improvements or repairs.

At times it may seem that a particular job is too trivial to require approval, yet accidents can and do happen. Discretion dictates that it is safer to check first so that the possibility of a misunderstanding may be minimized.

There is an advantage to the individual tenant-shareholder in formalizing any work done as well. This agreement will provide the basis of proof of capital improvements made to your apartment. This will reduce the basis of the flip tax and any capital gains tax assessments when any apartment is sold in the future.

Thank you for your continuing cooperation.

Board of Directors

**RSD OWNERS CORP
355 RIVERSIDE DRIVE
NEW YORK, NY 10025**

SUBLET POLICY

(As amended at December 1997 Shareholder Meeting)

LONG TERM SUBLETTING

Policies

Any subletting for more than one hundred (100) days shall be considered a long term sublet. No long term subletting shall be permitted or effective unless first approved by a majority of the Board of Directors at a duly constituted meeting. No apartment shall be sublet for more than two (2) years within any five (5) year period. No apartment shall be sublet on a long term subletting within one (1) year after the tenant shareholder(s) shall have acquired the shares allocated to that apartment.

The Board shall approve only those prospective sublessees who demonstrate a willingness and ability to act in accordance with the House Rules, and who in other respects are likely to be good neighbors.

As a condition of the Board's giving approval to a long term subletting, the tenant shareholder(s) shall agree in writing to pay RSD Owners Corp., in equal monthly installments, an amount equal to twenty percent (20%) of the apartment's maintenance charge for the term of the long term subletting and shall sign whatever form of agreement, if any, that the Board may require.

Procedures

At least thirty (30) days before the commencement of the proposed long term subletting, the tenant shareholder(s) shall notify the President of the co-op, in writing, of the name, current address and place of employment of each proposed sublessee, and of the beginning and ending dates of the proposed subletting. Before the Board shall approve any long term subletting, the Board shall interview both the tenant shareholder(s) and the proposed sublessee(s). In addition to appearing for such interview(s) as the Board may require, the proposed sublessee(s) shall make such financial disclosure as the Board may require, and shall furnish to the Board such other information as the Board may require. The Board shall determine whether to approve a long term subletting at its sole and absolute discretion.

SHORT TERM SUBLETTING

Policies

Any subletting for one hundred (100) days or less shall be considered a short term subletting. No short term subletting shall be permitted or effective unless first approved by a majority of the Board of Directors at a duly constituted meeting. No apartment shall be sublet on a short term subletting more than once in any calendar year. At least ninety (90) days shall intervene between short term sublettings and between any short term subletting and long term subletting of an apartment.

Procedures

At least thirty (30) days before the commencement of the proposed short term subletting, the tenant shareholder(s) shall notify the President of the co-op, in writing, of the name, current address and place of employment of each proposed sublessee, and of the beginning and ending dates of the proposed subletting. At least fifteen (15) days before the commencement of the proposed short term subletting, the tenant shareholder(s) shall introduce to at least two (2) members of the Board of Directors each person who shall occupy the apartment during the term of the proposed sublease. The tenant shareholder(s) and the proposed sublessee(s) shall furnish to the Board such information as the Board shall require. The Board shall determine whether to approve a short term subletting in its sole and absolute discretion.

MISCELLANEOUS

1. Prior to the commencement of any long term or short term subletting, the tenant shareholder(s) must furnish the Board with a fully executed original of the sublease. The maximum period for a subletting lease is one year (12 months). With the approval of the Board, a subletting lease can be renewed for a second year. No more than one subletting lease can be issued for any apartment within any 12 month period (e.g., if you do a 3 month summer sublet, you may not initiate a new sublet within the 9 months following the termination of the summer sublet).
2. A fee of \$200 will be charged by the building for each application for subletting, of whatever duration. If the tenant shareholder gives less than thirty (30) days notice of intent to sublet, this fee will be increased to \$500. In addition, the managing agent will charge a fee to process the application.
3. No shareholder will be permitted to sublet if he or she owes any maintenance, late payment penalties, or other sums of any kind to the co-op. The appointment or qualification of a personal representative for a tenant shareholder (e.g., executor, administrator, conservator, receiver, bankruptcy trustee, committee, or guardian of the person or property) shall not enlarge the tenant shareholder's right to sublet.

R.S.D. OWNERS CORP.
355 RIVERSIDE DRIVE
NEW YORK, NEW YORK 10025

April 29, 1985

Re: Calculation of Flip Tax

Dear Tenant-Shareholder:

Earlier this month our attorney conducted the closing of the first sale of an apartment by a tenant-shareholder to an outside purchaser. This was also the first occasion for our co-op to collect a so-called "flip tax" from the seller pursuant to Paragraph ELEVENTH of the First Amendment to the Offering Plan (the proceeds of the flip tax are earmarked to help pay off one of the mortgages on the building).

In essence, the flip tax equals $7\frac{1}{2}\%$ of the "Net Profit" from a sale. Net Profit is defined as the excess of the sale price over the purchase price, less reasonable broker's commissions, attorneys' fees not to exceed \$500, stock transfer stamps, and the cost of any capital improvements (including painting and plastering) installed in the apartment at the tenant-shareholder's expense after March 20, 1983, which are substantiated by receipted bills and cancelled checks. For the complete terms of the flip tax, see Paragraph ELEVENTH of the First Amendment.

The Board wishes to call your attention to the underscored phrases in the preceding paragraph. First, regarding broker's commissions, brokers in Manhattan generally charge commissions of 6% for the sale of cooperative apartments, and it is often possible for the seller to negotiate a lower commission. Accordingly, the Board will interpret the phrase "reasonable broker's commissions" to mean commissions not exceeding 6%. If for any reason you choose to pay a broker a higher commission, you will not be able to deduct the amount over 6% from your Net Profit for the purposes of calculating the flip tax.

Second, regarding capital improvements which you make in your apartment at your own expense, the Board will interpret the phrase "which are substantiated by receipted bills and cancelled checks" to mean exactly what it says. Be sure to keep detailed records of expenditures for capital improvements, and be sure to identify the date and the nature of the capital improvement on each bill and check.

The Board hopes that these interpretations of the flip tax provisions will help you avoid problems at a closing--ordinarily a time when there are many other things to have to think about.

Sincerely,

THE BOARD OF DIRECTORS

HOUSE RULES

(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, and the fire towers shall not be obstructed in any way.

(2) No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.

(3) Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.

(4) 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 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.

(5) 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 eleven o'clock p.m. and the following eight 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 5:00 p.m.

(6) No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills 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 velocipedes, bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the above mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts 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 and through the service elevator to the apartments when such elevator is in operation.

(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 bird or animal shall be kept or harbored in the building unless the same in each instance have been expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted on elevators or in any of the public portions of the building unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or public portions of the building, or on the sidewalks or street 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 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 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.

(20) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

(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 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's rooms, closets, and foyer.

(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 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 and to charge the cost of such cleaning to the Lessee.

(24) The passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the Lessor, and there shall be no interference whatever with the same by Lessees or members of their families or their guests, employees or subtenants.

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

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

(27) If there be a garage in the building, the Lessee shall abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.

(28) The following rules shall be observed with respect to incinerator equipment:

(i) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.

(ii) Debris should be completely drip-free before it leaves the apartment and carried to the incinerator closet in a careful manner and in a drip-proof container, then placed into the flue hopper so it will drop into the flue for disposal.

(iii) No bottles or cans shall be dropped down the flue before 10:00 a.m. or after 5:00 p.m., but shall be left in a neat manner in the service elevator area, if such items must be disposed of before 10:00 a.m. or after 5:00 p.m.

(iv) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be left at service elevator area between 10:00 a.m. and 6:00 p.m. and service employee summoned to dispose of them by way of the service elevator.

(v) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.

(vi) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.

(vii) The superintendent shall be notified of any drippings, or moist refuse, appearing on incinerator closet floor and corridors.

(29) 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 the flashing, with 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.

(30) 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. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.

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