

IRVING HOUSE
26 GRAMERCY PARK
NEW YORK, NEW YORK 10003

IRVING HOUSE RULES AND REGULATIONS:

APPROVED: MARCH 1, 1994

REVISED: JULY 19, 1996

1. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors.
2. The Board of Directors shall have the power to make such rules and regulations as may be necessary to carry out the intent of these use restrictions and shall have the right to bring law suits to enforce the rules and regulations so promulgated. The Board of Directors shall have the power to take any action authorized by the By-laws.
3. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from apartments in the building and the fire towers shall not be obstructed in any way.
4. No patient of any doctor or any other professional practitioner who has an office in the building shall be permitted to wait in the lobby.
5. 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.
6. No public hall of the building shall be decorated or furnished by any Shareholder or tenant or resident tenant in any manner without the prior consent of all the Board of Directors.
7. No shareholder or tenant 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 tenants. No Shareholder or tenant shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or radio or television loudspeaker in such Shareholder or tenant apartment between the hours eleven o'clock PM and the following eight o'clock AM 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 9:00 AM and 5:00 PM.
8. 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.

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9. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such have been approved in writing by the Board of Directors.
10. No bicycles, mopeds, scooters or similar vehicles, or baby carriages shall be allowed to stand in the public hall, passageways, areas or courts of the building. No rollerblades, rollerskates and or skateboards to be used in common areas.
11. Messengers and tradespeople shall use means of ingress and egress as shall be designated by the Board of Directors. Tradespeople handling large deliveries and all contractors must use the 19th Street basement entrance.
12. No awnings, window air conditioning or ventilators shall be used in or about the building except such as shall have been expressly approved by the Board of Directors, nor shall anything be projected out of any window of the building diminishing the uniform appearance of either facade (133 19th Street or 26 Gramercy Park South) without similar approval.
13. Garage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the Board of Directors may direct.
14. The shareholders or tenants shall use the laundry room facilities only upon such days and during hours as may be designated by the Board of Directors and shall be posted in the laundry room.
15. The Board of Directors shall have the right from time to time to curtail or relocate any space devoted to storage purposes.
16. No group tour or open house of any apartment or its contents shall be conducted nor shall any auction sale in any apartment without the consent of the Board of Directors.
17. Water closets and other water or mechanical apparatus in the building shall not be used for any purpose other than those which they were constructed, nor shall any sweeping, rubbish, rags or any other article be thrown into these areas. The cost of repairing any damage resulting from the misuse of any water closets or other water or mechanical apparatus shall be paid for by the party responsible.

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18. No bird or animal shall be kept or harbored in the building unless the same in each instance be expressly permitted in writing by the Board of Directors. In no event shall dogs be permitted on elevators or in any of the public portions of the building unless carried or on a leash. NO PETS ALLOWED IN THE BASEMENT AREA.

19. 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, closets and foyers.

20. The following rules shall be observed with respect to refuse disposal & recycling:

- A. All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.
- B. Debris should be completely drip-free before it leaves the apartment and carried to the chute in a careful manner and in drip-proof container, then placed in the chute so it will drop into the chute for disposal.
- C. No newspapers, plastic containers, bottles or cans shall be dropped down the chute, but shall be taken to the appropriate recycle bins located in the basement.
- D. 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 in the appropriate area for refuse located in the basement.
- E. Under no circumstances should carpet sweeping containing naphthalene, camphor balls or flakes, floor scrapings, oil soaked rags, empty paint or aerosol cans or any other inflammable, ~~explosive~~ or highly combustible substances may be thrown into the compactor chute, but placed in the miscellaneous receptacle in the basement recycling area.... No lighted cigarettes may be thrown into the compactor chute.
- F. Vacuum cleaner bags, contents, animal litter or waste must never be emptied into the chute, but should be wrapped securely in a tied bag and placed carefully into the chute. All shareholder/tenants must adhere to the NY State recycling laws.

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G. The superintendent shall be notified of any drippings or moist refuse, appearing on compactor.

21. No Shareholder or tenant shall install any planting on the terrace, balcony or roofs without the prior written approval by the Board of Directors. Planting 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 drain 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, with the floor of drainage tiles and suitable weep holes at the sides to drain off water. It shall be the responsibility of the Shareholder or tenant to maintain the containers in good conditions and the drainage tiles and weep holes in operating condition.

22. The Shareholder or tenant shall keep the windows of the apartment clean. In case of refusal or neglect of the Shareholder or tenant during 10 days after notice in writing from the Board of Directors to clean the windows, such cleaning may be done by the Board of Directors 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 Shareholder or tenant.

23. Windows and doors are to conform to the entire building of which the apartment is a part.

24. Each Shareholder or tenant shall furnish and be responsible for all decorating within his own apartment, at his own cost and expense.

25. Nothing shall be done to any apartment or on or in the Common Elements which will impair the structural integrity of the building. No Shareholder or tenant (other than the sponsor) may make any structural additions, alterations or improvements in or to his apartment or in or to the Common Elements, without the prior written approval of the Board of Directors; or impair any easement without the prior written consent of the Board of Directors. The Board of Directors shall have the obligation to answer any written request received by it from a improvement to his apartment within 45 days after the receipt of such request and failure to do so within the stipulated time shall constitute a consent to the proposal. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any apartment must be reviewed by the Board of Directors and if approved, shall be executed by the Board of Directors and may then be submitted by the Shareholder or tenant.

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33. The agents of the Board of Directors, any contractor or workman authorized by the Board of Directors, Superintendent and appropriate authorities may enter any apartment at any hour of the day regarding any emergency whether actual or perceived for the purpose of remedying same or 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 Board of Directors takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Shareholder or tenant.

34. Each Shareholder or tenant shall pay for his own telephone and utilities; which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed or which serve the Common Elements shall be treated as part of the Common Expenses.

35. No improper, offensive, or unlawful use shall be made of any apartment; and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction there over shall be observed.

36. Shareholders/tenants shall notify the Managing Agent at least 7 days prior to moving date to ensure appropriate security measures and padding of elevator as well as other areas. designated move in/move out hours are Monday-Friday 9AM-5PM, unless otherwise approved by the Board of Directors. Delivery/removal of furniture or large appliances requires 24 hours notice to the Managing Agent and is subject to the same regulations. All moves and deliveries require posting of a refundable \$500.00 security deposit with the Managing Agent.

37. In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of a current up to day roster of Shareholder or tenants, each Shareholder shall give the Secretary of the Board, timely notice of his intent to list his unit for sale and upon closing of title shall forthwith notify such Secretary of the names and home addresses of the purchasers. This includes sublet leases as well.

38. Complaints regarding the service of the building shall be made in writing to the Board of Directors.

39. Any breach of the above rules may result in a monetary fine as well as reimbursement to the Corporation of any costs involved in remedying said breach.

HOUSE RULES AGREEMENT

THE UNDERSIGNED HAS READ THE FOREGOING AND AGREES TO ABIDE BY THE HOUSE RULES & POLICIES
(as revised, July 19th, 1996) OF THE

26 GRAMERCY PARK OWNERS CORP.

APARTMENT: #_____, 26 GRAMERCY PARK SOUTH, NEW YORK, NY 10003

NAME: _____
(PLEASE PRINT)

SIGNATURE: _____

NAME: _____
(PLEASE PRINT)

SIGNATURE: _____

DATE: _____

THIS PAGE TO BE COMPLETED AND RETURNED TO:



The Argo Corporation
REAL ESTATE

50 West 17th Street | New York | NY 10011
Phone: (212) 896.8638 | Fax: (212) 896.8667

**26 Gramercy Park Owners Corp.
Move – In / Move Out Policy**

Effective November 15, 2003

- 1) An appointment to move in or out of the building must be made with the Superintendent, Alex, at least 72 hours before the move. Alex (212) 979 – 6920
- 2) Moving hours are between 9:00 a.m. and 5:00 p.m., Monday – Friday only, not on weekends or holidays.
- 3) A refundable security deposit check in the amount of \$500 payable to 26 Gramercy Park Owners Corp. must be given to the Superintendent before the move is scheduled. The deposit will be returned upon completion of the move and only after the inspection from the Superintendent reveals that there have been no damages to the building. (Check # _____)
- 4) Failure to comply with this policy when moving into the building, will result in a minimum penalty, but not limited to, \$200 which will be reflected on the shareholders monthly maintenance statement and / or billed directly to the resident.
- 5) Failure to comply with this policy when moving out of the building will result in a forfeit of the refundable security deposit.
- 6) Adequate covering to the hallway carpet and walls must be in place by the moving company before the move and properly removed and discarded after the move has been completed.
- 7) Any damages done to the building during the move by the shareholder, resident and / or their moving company, and / or any other person associated with the move will be the sole responsibility of the shareholder or resident moving.
- 8) A Certificate of Insurance, according to the building requirements, must be provided by the moving company in advance.
- 9) Signing below is acknowledgement of this policy and that work will be done in compliance of the policy.

Shareholder Name _____

Resident Name _____

I am moving out of apt. # _____ on _____

I can be reached by calling _____ or by this forwarding
address _____

Name of moving company and telephone # _____

Superintendent Signature after inspection _____ Date _____

RIDER TO THE LEASE

Proposed Sublessor:

I, the undersigned proposed sublessor, do state I understand that I am primarily responsible for the subtenant and that I am still responsible under my proprietary lease for the maintenance due. I understand that a fee equal to 10% of the total consideration of the sublease shall be paid to 26 Gramercy Park Owners Corp. with this application and that this application along with said fee, a copy of the insurance policy for the apartment (which covers subtenants) and a copy of the proposed sublease shall be filed with the Secretary of the Corp. for the Board's consideration. I understand that the Board will review the application and interview the proposed subtenant.

I understand that breach of the proprietary lease conditions for sublease are grounds for revocation of my proprietary lease.

Proposed Sublessor

Date

Proposed Sublessee:

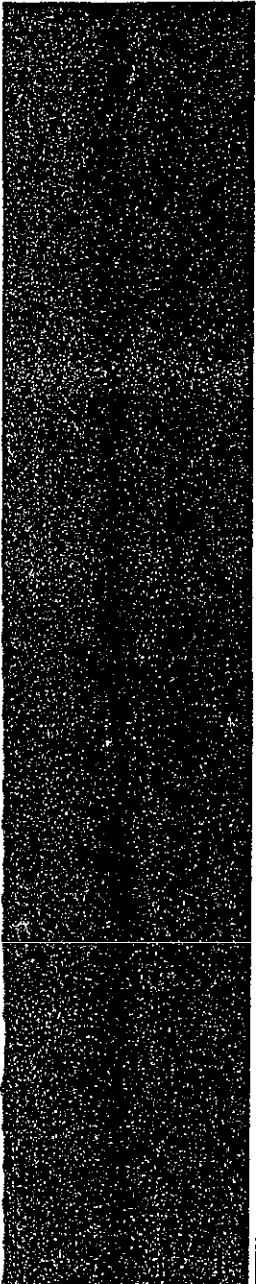
I, the undersigned proposed sublessee, do state the sublease fee, a copy of the insurance policy for the apartment (which covers subtenants) and a copy of the proposed sublease shall be filed with the secretary of the Corp. for the Board's consideration. I understand that the Board will review the application and interview me before final approval. If approved, I agree to sign and agree to all the terms of the House Rules and I understand that neither the sublessor nor the Cooperative is obliged to renew the sublease upon its expiration.

Proposed Sublessee

Date



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



PET RIDER

26 GRAMERCY PARK OWNERS CORP.

Subtenant acknowledges and agrees that 26 Gramercy Park Owners Corp. does not allow subtenant to have dogs.

APPLICANT

CO-APPLICANT