

4260 BROADWAY CONDOMINIUM

HOUSE RULES

AND BUILDING INFORMATION

FOR THE
RESIDENTS OF
4260 BROADWAY CONDOMINIUM



Superintendent

The Condominium retains three staff members, the Superintendent, who are guided by policies established by the Board of Managers and the Managing Agent, who supervises him.

Eddie Lazaro (914) 403-1176 is the Resident Superintendent. He is responsible for the maintenance and day-to-day operation of the building and inspection/review of the work of contractors in the building. He may need to enter Resident apartments to determine the nature and extent of leaks and other damage or to turn off water, gas and electricity. The Superintendent is permitted to perform minor apartment maintenance and repairs for Owners only. If work needs to be done in your apartment, please contact Eddie directly. This will help to ensure that your problem receives a prompt response. Any private work may be negotiated with Eddie directly, and must be performed after his regular hours

Prior arrangements must be made with the Superintendent for moving in and out of the building and for moving appliances or large pieces of furniture.

The super oversees the porters in carrying out the following duties:

- Conduct a daily inspection of the building inside and out.
- Maintain the boiler.
- Keep logs of repairs, vendor/contractor visits, and inspections.
- Clean lobbies, vestibule, hall floors and stairs; entrance door glass; light fixture glassware in public areas throughout building; hallway windows and sills; basement; laundry room; and elevator.
- Maintain the order and cleanliness of the garbage and recycling receptacles, and move garbage outside at the appropriate times for pick-up.
- Sweep and clean sidewalks; remove snow and ice from sidewalks.
- Inventory and order supplies.
- Notify the Managing Agent and Board of problems or issues of building maintenance and safety.
- Perform minor repairs on the building's facilities and in resident owner apartments.
- Issue additional building keys to Residents .

Management Firm

Our Corporation employs The Argo Corporation to manage this cooperative. Argo provides services to the resident Shareholders and approved subtenants, but not the Tenants of the Sponsor. Argo's offices are located at 50 West 17th Street, New York, NY 10011.

The Managing Agent should be contacted regarding maintenance charges, leaks and other damage to your apartment, tax deduction information, permission for renovations in an apartment, resale and sublease information, and questions of general administration. The Management Firm is responsible for the day-to-day operation of the Condominium, supervision of building staff, collection of common charges, payment of bills and bookkeeping.

Hedda Lennon is the agent assigned to the Condominium. She can be reached during business hours at (212) 896-8689. Argo also has a 24-hour emergency number, (212) 896-8600.

Sponsor

Also known as the 'Holder of Unsold Shares'. The Sponsor owns multiple apartments in the building. The Tenants who live in the Sponsor's apartments receive the majority of their services through the Sponsor's superintendent.

Insurance

The Condominium carries fire insurance, which insures the structure and its public areas, and liability insurance to protect it against claims resulting from accidents for which the Condominium might be liable. Neither policy covers the personal interests or liability of the individual Shareholders. **All Shareholders must carry their own fire and personal liability insurance to protect themselves and their property, as well as damage to the building and to other apartments caused by occupants (including guests and contractors) of their apartment or their appliances, plumbing fixtures, etc.**

The Corporation also carries Liability Insurance to protect the Board of Managers.

HOUSE RULES

The building is a community, as well as your home. Residents share the responsibility to ensure a safe and pleasant quality of life at reasonable cost. We count on each resident to treat all areas of the building as home, and to protect and respect the rights of all of the Residents to a safe and comfortable home. These House Rules will help us all achieve these goals

Common Charges and Assessments

Common charges are payable on the first of each month. The timely payment of these charges enables the Condominium to meet its obligations and carry on its business. Failure of any owner to pay charges on time results in an additional burden for the Condominium. Also, Shareholders are subject to a \$20 bank fee for returned checks to cover the Condominium's bank costs.

Who Pays For What?

The Condominium has a responsibility for repairs, as outlined in the Proprietary Lease. Their obligation is to maintain common areas and the entire infrastructure of the building, including principal water, gas and steam pipes, drain pipes, electrical conduits, etc. Specifically, while the Condominium is responsible for plumbing and wall repairs as a result of damage caused by the building's principal pipes (i.e., risers, steam and vent), owners are responsible for all plumbing that connects the apartment's fixtures to the building's principal pipes. The Condominium is also responsible for all repairs to the electrical wiring up to but not including the circuit breaker panel in the owner's apartment. Please note that in the course of repairs, the Corporation is not responsible for replacing custom work done in an apartment or other aesthetic repairs to paint, wallpaper, etc.; only standard materials are used in repairs.

The Owner bears full responsibility for maintaining the interior of his/her apartment and may be responsible for damage and loss resulting from failure to do so. For example, the Owner is generally responsible for damage to other apartments resulting from leakage or overflow of water or gas from any pipe, basin, tub or other equipment within the unit owner's apartment. The owner is responsible for such items as plumbing within the apartment, including fixtures; electrical wiring from the circuit breakers to the outlets and switches; appliances; cabinets; and everything within the apartment area.

Unit owners are also responsible for repairs to other apartments and/or common areas for damage caused by them or their guests, agents, representatives, contractors, employees and/or sub-lessees.

Every Owner must carry adequate insurance on the apartment and on personal possessions. This insurance should also cover damage to the building and other apartments caused by the occupants of owned facilities in the apartment.

Common Areas

The common areas of our building are where visitors form their first impressions of your home. It is the responsibility of every one of us to see that they stay clean.

Definition

Common Areas of the building are defined as the Vestibule, Lobby, Hallways, Staircases, Elevator, Courtyards, Basement, Laundry Room, Storage Areas, Fitness Room, Roof, Fire Escapes and Sidewalks.

Encumbrances

It is against City Fire Codes to obstruct common areas with any personal property. **All personal property must be kept inside your apartment.** In the event that a city inspector levies a fine against the building for any such encumbrances, the fine will become the responsibility of the offending Resident. Likewise, it is against City Fire Codes, and dangerous, to place any object on fire escapes,

windowsills and ledges.

Clean-Up of Spills

Residents must immediately clean up any spills in common areas to prevent permanent damage. They must then immediately notify the Superintendent so that he can aid in cleaning the area. Residents are responsible for any damage to common areas caused by their accidents or negligence.

Roof

Except in emergencies, no one is allowed on the roof of the building without being accompanied by the Superintendent or a member of the Board of Managers or the Property Manager

Decorations

No common areas shall be decorated or furnished by any Resident without the prior consent of the Board of Managers

Elevator

The passenger elevators are self-service and is in operation 24 hours a day. The elevator should not be overloaded with heavy objects or overcrowded with passengers..

Laundry Room

The Laundry Room is open only to building Residents or their paid help. Please be considerate of others who use the laundry room. Do not leave your clothes in the machines after the cycle has finished. Do not overload the machines. Clean the surfaces of the machines immediately if you spill laundry detergent, bleach or fabric softener. The Condominium Corporation is not responsible for laundry equipment failure, loss of coinage, or damage to clothing.

Building Security and Access

It is important that all Residents make sure that the doors to the entrance are closed and locked after entering/exiting the building. Please be sure you know the person who is ringing your bell before buzzing him/her into the building. If you are not expecting a delivery of, for instance, priority mail then meet the postal delivery person in the outer lobby rather than letting him or her in via the intercom.

Also, do not hesitate to close the doors on anyone following you into the building if you don't recognize them as a Resident. When moving in or out, or when moving furniture, construction materials, strollers, groceries or other items into or out of the building, you are responsible for ensuring that entrance security is not breached; if, for example, you open both inner doors, you must ensure that they are closed and locked once you have finished. If an employee, vendor or contractor is using the entrance, he/she must maintain security at all times. **Remember, you are responsible for your employee's / vendor's / contractor's conduct within the building.**

Keys

Keys to the entrance doors are for the sole and exclusive use of legal Residents. Entrance keys should not be given to others. You may loan your key or request an extra key for a house cleaner, a childcare provider, a pet sitter, or someone performing other personal service on a regular basis. Persons providing service to you on a regular basis must register in person with the Superintendent. Upon their leaving your employment, it is your responsibility to see that all keys are returned. Long-term guests (for a period of more than one week) must be registered with the Superintendent and any keys issued or loaned to them must be returned upon their departure.

Apartment Key Submission to the Superintendent

All Residents must submit a complete set of apartment keys to the building Superintendent. Keys .

2.4 Garbage and Recyclables Disposal

This is an area in which we all must participate daily. It is critical to the well-being of the building that we are all very conscientious in performing our garbage and recyclables disposal duties.

Bagging Garbage

Residents must put their garbage into tied, leak-proof plastic bags before carrying it out of their apartments to help prevent spills, leaks, or other damage to the hallways, elevator, and the basement area. Failure to do so will result in a fine.

Disposing of Garbage

All garbage must be placed into the receptacles provided. In the event that they are all full, care should be taken in stacking the bags adjacent to the containers. Under no circumstances should garbage be left anywhere but in the garbage area.

Window Guards

New York City requires window guards on each window in an apartment in which children under the age of ten reside. If you have young children, please contact the Managing Agent, who will make arrangements to install window guards that meet the standards set by the City.

Smoke/Carbon Monoxide Alarms

New York City law requires smoke/carbon monoxide detectors in all residential apartments. It is the responsibility of the owner to maintain the smoke detector and replace defective detectors.

Heat/Hot Water, Electricity and Gas, Apartment Appliances

Heat/Hot Water

Radiator valves do not function as thermostats. To prevent leaks, valves must be turned either fully on or fully off. Please inspect radiators frequently for leaks, and report any and all problems to the Superintendent during normal daily business hours. Maintenance of radiators is the responsibility of the unit owner.

Electricity and Gas

Each apartment is metered to measure electric and gas consumption. Each Resident is billed directly by the utility company.

Building Exterior

Antennae and Signs

No antennae or signs of any kind may be attached to or hung from the exterior of the building. No sign, notice, advertisement, or illumination shall be displayed at any window or other part of the building except when approved in writing by the Board of

2.8.2 Air Conditioners and Other Window Ventilators

Window air conditioners are permitted with professional installation ONLY. The Managing Agent and Superintendent must be informed at least three days in advance of the installation of air conditioners. The professional installer must submit a valid certificate of insurance prior to this installation. The

Superintendent is NOT permitted to install air conditioners.

No awnings or ventilators shall be used in or about the building without written approval by the Board, nor shall anything be projected out of any window of the building without similar approval.

Pet Policy

We seek to accommodate Residents who desire to keep pets, while at the same time ensuring the safety and livability of our building. Because we live in close quarters, decisions made by one Resident have a direct effect all. Therefore, the Board will rely on Residents to bring to the Board's attention any problems or situations that may arise, so they can be addressed as soon as possible in a suitable, non-confrontational manner.

Ownership

The Board will accommodate Residents who desire to keep pets subject to the following restrictions:

- (a) Animals prohibited by law as pets may not be kept in the building.
- (b) The Board will not allow breeds of dogs shown to be aggressive or dangerous.
- (c) The Board relies on pet-owning Residents to bear full responsibility for the care of their pets, and to ensure that their neighbors are not inconvenienced by the animal's behavior, noise, odors or waste.

Obedience and Safety

- (a) All pets must be kept on a leash or otherwise restrained at all times in common areas.
- (b) Owners may not leave pets unattended in any of the building's common areas. When in the building's common areas, all pets must be in the custody of someone who is capable of controlling them.
- (c) No pets are permitted in the Laundry Room.
- (d) Building service personnel are not permitted to watch or care for unattended pets.
- (e) The Board reserves the right to require obedience training and/or behavior modification, at the pet owner's expense, for any dog or pet whose behavior interferes with the Residents' use and enjoyment of the building.
- (f) Should the Board receive any complaint that a particular pet has been behaving in a dangerous or threatening manner toward other Residents or guests, the Board reserves the right to require the owner to remove the pet from the building forthwith.
- (g) All pets in residence within the building must have current immunization against rabies and other communicable diseases and must show proof of such on demand.

Pet Accidents in Common Areas

Pets are not permitted to eliminate or soil any common area of the building, the sidewalks or other common property. In the event of an accident, the owner is responsible for immediate clean-up and notifying the Superintendent so serious damage may be averted. It is not the job of the super or his staff to clean up after pet accidents.

Supervision of Children

Children are not permitted to loiter or play in the lobby, stairways, elevators or other common areas. While waiting for school buses, etc., they must be quiet and well-behaved. Young children may not ride the elevator or use the stairways alone, and should always be under adult supervision.

Potential Disturbances

Residents may not make or allow any disturbing noise in the building or do or permit anything to be done that will interfere with the rights, comfort or convenience of other Residents.

Alterations and Repairs to Apartments

All alteration and renovation work must be first approved by the Board of Managers (see the Alterations Policy), and performed only on weekdays (except legal holidays) between 9:00 AM and 5:00 PM. If emergency repairs have to be done at times other than these, please coordinate these with the Superintendent.

All renovations must be performed by licensed contractors. Permits and insurance must be submitted to the management office prior to any work commencing.

Music, Noise and Parties

Music may not be played, or television, radios or stereos operated in such a manner as to disturb or annoy other occupants of the building after 11:00 PM or before 9:00 AM. Please, if you are entertaining and you expect a party to continue past 11:00 PM, neighbors should be notified in advance; do not continue noisy parties past 1:00 AM; and greet or say goodbye to guests as quietly as possible.

Be aware that airshafts and courtyards transmit sound extremely well. Therefore, please note that radios and TVs should be kept away from windows open to the airshafts and courtyards. Special attention should be given to clock radios that ring or play loudly in the mornings – and often continue to do so when the Resident is on vacation or otherwise away from home. Please turn off clock alarms during your absence from the building. Use common sense and consideration during all hours.

Floor Coverings

Unless expressly authorized by the Board of Managers, the floors of each apartment must be covered with rugs or carpeting, with padding or equally effective noise-reducing material, to the extent of at least 80% of the floor area of each room, except for kitchens, bathrooms, and closets.

Apartment Cleanliness and Maintenance

Unit owners bear full responsibility for the maintenance of the interior of their apartment. The apartment must be kept clean and in good condition. It must be properly painted and plastered. Its condition cannot represent a fire hazard.

Move-In/Move-Out Policy

Notification of a move must be given to the Managing Agent two weeks in advance; the Superintendent must be notified of any move 24 hours in advance.

A \$ 500 check made to the order of 4260 Broadway Condominium.

The deposit will be refunded less damage costs to the Co-op within 15 days after the move.

All moves, furniture or appliance deliveries must be made between 9:00 AM and 5:00 PM, Monday through Friday. The Superintendent cannot accept or sign for deliveries of large items such as these.

**All movers and large deliverers must use the service entrance on 182nd Street.
No one is permitted to use the front entrance for moving or deliveries under any
circumstances.**

ALTERATION POLICY:

The Owner must submit to the Managing Agent a complete description of and approach to completing the specific alterations. The Managing Agent will raise any immediate objections and concerns that he/she has so that the owner can be aware of them.

The owner must request an Alteration Agreement from the Managing Agent. It must be signed and returned to the Managing Agent along with a copy of any architect's, engineer's or contractor's plans, drawings and specifications, with a check made payable to the order of 4260 Broadway Condominium the amount of \$1000. This money will be held in escrow to offset any expenses for repairs and clean-up incurred by the Condo as a result of said alteration or renovation and will be returned minus costs, if any, within 30 days of completion of the work.

The owner will also submit a copy of any architect's, engineer's or contractor's plans, drawings and specifications to the Board, which will review the plans and also submit them to our building's consulting engineers if deemed appropriate. The engineers will charge a reasonable fee for their review, which will be passed on to the owner.

Before starting, and during the progress of this work, all contractors engaged by the Owner must be covered by Workers' Compensation. In addition, all contractors must be covered by public liability insurance in which the Managing Agent, the Condominium Corporation and the Owner are named as parties insured in minimum amounts of \$1,000,000 each, for bodily injury and property damage. Certificates confirming such coverage must be furnished to the Corporation.

The Shareholder shall indemnify and hold harmless the Corporation from any mechanic's liens or material liens in connection with the proposed work.

All New York City and New York State applications and permits that may be required shall be obtained by the Shareholder at his/her expense and shall be delivered to the Board in care of the Managing Agent **prior to the commencement of any work.**

In granting permission to make alterations or renovations, the Condominium Corporation makes no representation as to the design or efficiency of the proposed alteration, and if the operation of the building or any of its equipment is in any way adversely affected by reason of these alterations, the unit owner will agree at his/her expense to remove the cause of the trouble upon notice by the Board of Managers to this effect.

- A.1.8 The Owners shall agree that if there is to be a change in heating radiation in the apartment, the Owner will assume all responsibility for said heating radiation and the Board or the Managing Agent will not be responsible for failure of efficient performance of the apartment radiation as provided by the Owner. It is understood there will be no change in the location of steam risers or operation of a central heating system to facilitate the functioning of any heating units the Owner may install.

No penetrations will be made of the exterior walls for air conditioner sleeves, vent grilles, or for any other purpose.

Work in Progress

All alterations and structural changes shall be done in such a manner as not to disturb other occupants of the building or the operation of the building's services.

All work must be performed only by licensed architects, engineers, plumbers, electricians, etc.

All work must be done between the hours of 9:00 AM and 5:00 PM, Monday through Friday except legal holidays. Heavy demolition work may not start until 10:00 am. You may do work in

your own apartment which does not require a professional (*i.e.*, painting, building a shelf) on Saturday between 9:00 AM and 5:00 PM, but absolutely no noisy alteration or renovation work will be allowed in the building on Saturdays, Sundays or holidays.

Owners will be held responsible for any temporary or permanent dirt or mess problems in public areas caused by their alterations. Your contractors must protect hallway and elevator walls, fully cover hallway floors with Masonite boards, and vacuum clean the affected areas before leaving each evening. Failure to do any of these will result in the immediate cessation of the alterations until corrected.

The contractor is responsible for removing all trash and demolition debris from the building at the end of each day. In order to avoid damage to the walls in the stairwell, all trash and debris must be placed first in bags and then inside sealed containers (e.g., large heavy duty plastic garbage cans with lids). Once sealed in this manner, the containers of debris should be taken by elevator to the lobby, and then transported by dolly or hand truck to the street for disposal. Contractors must take all necessary steps to prevent the release of any dust into the common areas of the building while removing or transporting construction trash and debris from the building.

Owners must give the Building Superintendent, Managing Agent or other agent of the corporation, the opportunity to inspect the condition of the joists, riser pipe(s) and any other pipes or electrical wiring that are exposed in the course of the alterations and to repair or replace any joists, pipes or wires that are found to be the responsibility of the corporation and faulty or potentially faulty.

If the proposed alterations include the movement or relocation of an open gas line, the owner must make the appropriate filing with Con Ed and make arrangements for a gas pressure test. If plumbing alterations are being made, separate shut-off valves must be installed outside the



HOUSE RULES ACKNOWLEDGEMENT & AGREEMENT

THE UNDERSIGNED HAS READ THE FOREGOING AND AGREES TO ABIDE BY THE HOUSE RULES & POLICIES OF THE:

THE 4260 BROADWAY CONDOMINIUM

APARTMENT: # _____, 4260 BROADWAY, NEW YORK, NY 10033

NAME: _____
(PLEASE PRINT)

SIGNATURE: _____

NAME: _____
(PLEASE PRINT)

SIGNATURE: _____

DATE: _____

THIS PAGE TO BE COMPLETED AND RETURNED TO:

Argo Real Estate, LLC

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