

54 WEST 16TH STREET
APARTMENT CORP.
HOUSE RULES

Revised 10/2011

House Rules

1. No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.
2. There is no playing allowed in the public halls, courts, stairways, fire towers, elevators or sunroof.
3. No public hall shall be decorated or furnished by any Lessee in any manner. Holiday decorations are permitted in the lobby area with the prior consent of the Board of Directors.
4. No Construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including designated holidays) and only between the hours of 8:30a.m. and 5:00p.m.
5. No article shall be placed in the halls or on the stair case landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces, or balconies or placed upon the windowsills 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 the 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.
8. Messengers, deliveries and trades people shall use such means of ingress and egress as shall be designated by the Lessor.
9. Trunks, heavy baggage, and furniture shall be taken in or out of the building through the basement entrance.
10. Garbage and refuse from the apartments shall be disposed of only in such manner as the managing agent of the building may direct.

The following rules shall be observed with respect to compactor or incinerator equipment, if any:

- (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 in the flue hopper so it will drop into the flue for disposal.

- (iii) No bottles or cans shall be dropped down the flue, but shall be left in a neat manner for recycling where designated near the trash hopper area.
 - (iv) Cartons, boxes, crates, sticks or wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner near the trash hopper area.
 - (v) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, oil soaked rags, empty paint or aerosol cans or other inflammable, explosive highly combustible substances or lighted cigarettes or cigar stubs be thrown into the compactor 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. The superintendent shall be notified of any dripping, or moist refuse, appearing on compactor closets floor and corridors.
11. Toilets, sinks 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 toilets, sinks and other water apparatus. The cost of repairing any damage resulting from misuse of any of the above listed items shall be paid for by the Lessee in whose apartment it shall have been caused.
 12. No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.
 13. No bird or animal shall be kept or harbored in the building unless the same in each instance is expressly permitted 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.
 14. No radio, television antenna, or satellite dish shall be attached to or hung from the exterior of the building.
 15. The residents 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.
 16. 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 and closets.

17. No open house 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.
18. Complaints regarding the service of any employees of, or any services in or to the building shall be made in writing to the Managing Agent of the Lessor.
19. Any consent or approval given under these House Rules by the Lessor or its agents shall be revocable at any time by Lessor or its agents.
20. 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 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 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. (See Proprietary Lease for other regulations concerning plantings and structures.)
21. The agents of the Lessor, and any contractors or workmen 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 of 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 vermin, insects or other pests, the cost thereof shall be payable by the Lessee, upon demand of the Lessor.
22. **SUBLEASING**
 - (i) Payment of a sum equal to one month's rent (as listed on the sub lease agreement) will be required as a sublet fee prior to the granting of approval of any sublease. If upon review the Board determines that the monthly rent is of sub-market value, the Board may adjust the Sublet fee based on comparable market rents.
 - (ii) The Board of Directors will not approve any sublease for a term in excess of one year.

- (iii) The Board of Directors will not approve subleases for terms aggregating more than two years during any four-year period. Where one sublease is to follow a prior sublease to the same or a different party, the approval of the subsequent sublease will be at the Board's discretion and will be considered only upon the satisfactory completion of the prior sublease.

23. **MOVING**

- (i) All moving must be coordinated with the superintendent.
- (ii) Moving may be done on weekdays after 9:00 a.m. until 4:00 p.m.

24. **DISHWASHERS**

The use of any dishwashing machine in any apartment is prohibited unless and until the installation of such machine is approved by the Board of Directors or its designated representative.

Any machine that is not permanently installed, and which is not connected through a check valve will not be approved.

25. **CLOTHES WASHERS**

The use of any clothes washing machine in any apartment is prohibited.

26. **LATE PAYMENT OF MAINTENANCE**

A late payment penalty of \$50.00 per month for each month which payment has not been received by the Managing Agent by the 10th day of the month in which it is due will be imposed.

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

**ROOF DECK
54 WEST 16TH STREET APARTMENT CORP.**

TO ALL RESIDENTS

It is the Board's wish that all residents have and take the opportunity to enjoy the roof deck. They have, therefore, established a short list of rules and regulations designed to insure that everyone will enjoy the roof deck responsibly.

This area is unsupervised so please exercise caution when using the deck. Use of these facilities is at your own risk. Children under 12 must be accompanied by an adult at all times.

I. **Hours of Operation**

9:00 A.M. to 10:00 P.M. seven days a week.

II. **Food and Beverages**

Cooking and barbecuing is strictly prohibited. Residents are expected to remove all waste from the deck when they leave.

III. **Noise**

Please be mindful of your neighbors. No radios permitted without headphones. The roof is not a playground for children – the noise does travel into the 16th floor apartments, so please try to keep the noise level down. Note: Any resident who hears noise coming from the roof after the prescribed time permitted should call the local police department.

IV. **No Chairs or Other Furniture**

with sharp edges or legs is permitted. The Board has purchased picnic tables for your use. Again, please be sure you clean them when you finish using them.

V. **Restricted Area**

Residents are reminded that they are prohibited from walking on areas of the roof not covered by the roof deck. Violation of this rule could result in a dangerous situation as well as damage to the roof.

VI. **Miscellaneous**

No Pets allowed on the roof. No playing is allowed on the roof.

We hope that all residents will abide by these simple rules and enjoy the roof deck.