

HOUSE RULES

FOR

**24535 OWNERS CORP.
245 EAST 35TH STREET
NEW YORK, NY 10016**

Revised: June 2020

24535 OWNERS CORP.
245 EAST 35TH STREET – NEW YORK, N.Y. 10016

HOUSE RULES
(8/10)

For ease in communication, the term Tenant in this document shall apply to all Tenants, Owners, Lessees and Sub-tenants.

The purpose of this document is to establish a standard by which all residents of the building can be guided so as to maintain a high standard and pleasant living environment. The objective is to provide a better place to live for all of us without unduly placing over-restrictive rules. While the rules may, on occasion, seem inconvenient, they must be adhered to in order to be fair to all tenants.

The building has 114 Tenants who, if all did as they pleased, would result in a terribly chaotic living environment.

Recognizing that the Owners share any and all costs incurred, we have also attempted to levy costs, where appropriate, against those that incur them.

Contents

<u>Page</u>	<u>Item #</u>		<u>Page</u>	<u>Item #</u>	
2.	-	Co-Op Board/Staff	7.	11	Exterior Additions
3.	-	Managing Agents	7/8.	12	Maintenance and Repairs
4.	-	Share Distribution	8.	13	Clogged Drains
5.	1	Maintenance	8/9.	14	Animals
5.	2	Public/Common Areas	10.	15	Trash/Garbage
5.	3	Roof	11.	16	Storage
5.	4	Laundry Room	11.	17	Bicycles/Roller Blades
6.	5	In-Apartment Restrictions	11.	18	Moving
6.	6	Terraces	12.	19	Subletting
6.	7	Exterminator	12-14.	20	Sales
6.	8	Noise	14/15.	21	Insurance
7.	9	Construction	15.	22	Complaints and Suggestions
7.	10	Messengers	15.	23	House Rule Approval & Amendments
			15.	24	Air Conditioner Replacement
			16/17.		Air Conditioner Specifications
			17.	25	Smoking Policy

SHARE DISTRIBUTION

	<u>Shares</u>		<u># Apartments</u>
Individually held	36,484	85.2%	98
“Unsold Shares”	<u>6,016</u>	<u>14.8%</u>	<u>17</u>
Total	42,500	100%	115

(at 8/18)

1. MAINTENANCE

- 1.1 Maintenance is due the first day of each month.
- 1.2 A late charge of \$25.00 will be assessed to each account in which maintenance payments are not received at the office of the Managing Agent by the 10th of the month in which they are due.
- 1.3 If delinquency continues into the 2nd month (past the 10th), or occurs a second time in a calendar year, a late charge of \$200.00 will be assessed for each month (past the 10th) payment is late.
- 1.4 The Board WILL NOT review for sublet or sale consideration any apartment that has not been in good standing for 2 full, consecutive months.
- 1.5 Automatic bank payment of maintenance is available.

2. PUBLIC/COMMON AREAS

- 2.1 The public halls or stairways of the building shall not be obstructed or used for any purpose other than entering and leaving the apartments and service areas in the building.
- 2.2 No articles, such as bicycles or mats, or storage of any materials, shall be placed in the hallways or the staircase landings.
- 2.3 Nothing shall be hung or shaken from the doors, windows, terraces or balconies.
- 2.4 Nothing shall be placed upon the windowsills of the building.
- 2.5 Children shall not play in the public halls, lobby, stairways, or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.
- 2.6 Doctors who have offices in the building SHALL NOT be permitted to use the lobby as a waiting area for patients.
- 2.7 Any vandalism done to the premises will result in a \$500.00 fine, plus the cost of the repair.
- 2.8 The lobby is not to be used for meetings/gatherings, but rather as a waiting area for guests and tenants.

3. ROOF

- 3.1 The roof is open for sunbathing and viewing from 8:00 am to 11:00 pm, seven days a week.
- 3.2 Do not discard any objects, including cigarette butts, over the sides of the building or on the roof.
- 3.3 Remove all garbage before leaving roof.
- 3.4 Children shall not be permitted on the roof unless accompanied by a responsible adult.
- 3.5 [Absolutely no private party groups permitted on the roof. Violations will result in a \\$500 fine.](#)
- 3.6 Do not walk on roof gravel.
- 3.7 Dogs should be walked off premises before entering the roof. Dogs are not allowed to urinate or defecate on the roof.

- 3.8 Playing of music must be kept to a minimum, or use headphones.
- 3.9 Violators of these rules shall be subject to a \$100 fine per occurrence and forfeiture of roof privileges.

4. LAUNDRY ROOM

- 4.1 The laundry room is open 24 hours daily. Please discard all trash into the receptacles provided.

5. IN-APARTMENT RESTRICTIONS

- 5.1 The floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least eighty (80%) percent of the floor area of each room excepting only kitchens, pantries, bathrooms and closets.
- 5.2 No radio or television aerial shall be attached to or hung from the exterior of the building.
- 5.3 No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building.
- 5.4 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 prior written consent of the Board of Directors.

6. TERRACES

- 6.1 Terrace, balcony or roof plantings shall be contained in boxes impervious to dampness and elevated from the terrace, balcony or roof surface. Suitable weep holes shall be provided in the boxes to drain off water. It shall be the responsibility of the Tenant to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

7. EXTERMINATOR

- 7.1 Exterminator service will be made available to all Tenants on the first Wednesday of each month. To receive service, enter your name and apartment # on the Notice List on the mailroom bulletin board.
- 7.2 Contractors or workers, authorized by the Managing Agent or Board, 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.
- 7.3 In this case, the Tenant may demand no more than 3 days notice.
- 7.4 If for any health-related reason a Tenant cannot have his or her apartment sprayed, he or she must submit just cause/proof to the Managing Agent in writing. The Board of Directors will review each such case separately and an appropriate alternative will be implemented.
- 7.5 If the measures to control or exterminate carpet beetles are necessary, the cost thereof shall be paid for by the Tenant.

8. NOISE

- 8.1 No 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.
- 8.2 No Tenant shall play or allow to be played any musical instrument, player, radio or television between the hours of eleven (11:00) o'clock p.m. and the following eight (8:00) o'clock a.m., if the same shall disturb or annoy other occupants of the building.

9. CONSTRUCTION

- 9.1 All construction, including but not limited to, adding or removing walls, cabinets, floor resurfacing etc., must be approved by the Board in writing prior to commencement of work.
- 9.2 Board approval requires that a Certificate of Insurance from the contractor listing the Co-op and Alexander Wolf & Company, Inc. as additional insureds, and a signed Alteration Agreement from the Tenant be provided to the Managing Agent.
- 9.3 No construction or repair work or other installation involving noise or odor (polyurethane) 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.
- 9.4 The Tenant is responsible for any and all damage to the building or its contents caused by a Tenant's service or workers.

10. MESSENGERS

- 10.1 Messengers and trades people shall use such means of entry and exit as shall be designated by the Superintendent or Doorman on duty.
- 10.2 The Corporation shall not be responsible for any item delivered to or left with any employee of the Corporation. Any article delivered to, or left at the building, is at the sole risk and responsibility of the Owner.
- 10.3 No Tenant shall send any employee of the Co-op out of the building on any private business of a Tenant.

11. EXTERIOR ADDITIONS

- 11.1 No awnings, window air-conditioning units or other items visible from the exterior shall be installed or changed without prior written approval of the Board of Directors, nor shall anything be projected out of any window of the building without similar approval.

12. MAINTENANCE AND REPAIRS

- 12.1 All repair requests should be addressed as soon as identified to minimize cost, damage, and potential liability.
- 12.2 Under the terms of your Proprietary Lease:
- The Corporation has the responsibility for the maintenance of those parts of the building structure which are used in common by all Tenants (entrance hall, basement, roof, etc.)
 - The Tenant/Owner is responsible for maintaining, repairing, and decorating individual apartments, as well as the fixtures and equipment therein.

24535 OWNERS CORP.
245 EAST 35TH STREET – NEW YORK, N.Y. 10016

- 12.3 The Corporation will make available the building staff for minor maintenance and repairs at a nominal fee.
- 12.4 All ordinary day-to-day complaints and requests for service shall be made in writing to the Superintendent via the Work Order Form available from the Doorman. The Superintendent will do the work, or delegate the work to one of the staff.
- 12.5 To avoid any misunderstanding, the Superintendent has been instructed that, if asked to make repairs to or provide replacements for Tenant-Owners, he shall act only upon the completion of a Work Order Form.
- 12.6 Examples of work for which the Superintendent is available include:
- a. Repair of leaky faucets and valves
 - b. Adjustments of flush tanks or flush meters
 - c. Adjustments of radiator valves and traps
 - d. Minor repairs to electric switches and outlets
 - e. Minor repairs to doors and windows
 - f. Minor adjustments to ranges and refrigerators
 - g. Other items the Superintendent feels competent and available to perform
- 12.7 If it is determined that the repair required is beyond the Superintendent's capability or availability, extensive plumbing or electrical work, the Superintendent will, at Tenant's request, arrange for a tradesman whose charges will be billed to the Tenant/Owner through Alexander Wolf & Company, Inc.
- 12.8 Cost for services conducted by the Superintendent will be billed by the Co-op at a rate of \$15.00 per half hour or part thereof, plus cost of materials.
- 12.9 Any Tenant/Owner is free to hire his own contractor. In such case, the Superintendent should be advised so that the contractor will be afforded access to the building.
- 12.10 Should Tenant/Owners wish to engage the services of members of the building staff for other work within their apartments, the Tenant/Owners should make their own financial arrangements with the employees who are available only when they are off duty.
- 12.11 If there is any question as to whether the responsibility for repair or replacement is that of the Corporation or of the Tenant/Owner, contact John Wolf, the Managing Agent, prior to work being started.
- 12.12 Tenants should receive satisfactory and prompt attention. If not, a follow up note to John Wolf, copying Board President (12A), is requested.

13. CLOGGED DRAINS

- 13.1 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 closet or other apparatus shall be paid for by the Owner in whose apartment it shall have been caused.

14. ANIMALS

Tenants shall be permitted to keep small animals as pets under the following circumstances:

24535 OWNERS CORP.
245 EAST 35TH STREET – NEW YORK, N.Y. 10016

- 14.1 Any Tenant who wishes to keep a dog, cat, or bird as a pet must make a written petition to the Board of Directors; the petition shall include an accurate description of the animal and its breed. The Board of Directors shall approve or disapprove each petition within 10 calendar days of the receipt of the petition. Such decisions by the Board of Directors shall be binding. All Tenants who have pets shall register their pets with the Board. Forms are available from the Doormen.
- 14.2 Under no circumstances shall any Subtenant be permitted to keep any animal as a pet.
- 14.3 No animal kept as a pet may interfere with the use and enjoyment of the building by the other Tenants.
- 14.4 The Board of Directors reserves the right to prohibit any pet that the Board of Directors determines to be interfering with the use and enjoyment of the building by the other residents.
- 14.5 The Board of Directors reserves the right to limit the size and number of pets that shall be permitted to be kept in any apartment by any Tenant. In no case, shall any Tenant be permitted to keep or harbor more than 2 dogs, cats, or birds, in any combination, in any apartment in the building, nor may any individual dog, cat, or bird exceed 30 pounds in weight when fully grown.
- 14.6 In no event shall any animals be permitted in any of the public halls, stairwells, lobby, or other common areas of the building unless carried or held on a leash.
- 14.7 If any pet urinates or defecates in any common area of the building, or damages any common area of the building, the Tenant who is keeping or harboring the pet shall be solely responsible for cleaning or repairing the affected or damaged area. The Board of Directors reserves the right to assess an appropriate fine against any Tenant who refuses to clean or repair any affected or damaged area.
- 14.8 Each Tenant who keeps any animal as a pet in the building shall indemnify the Cooperative and its Board of Directors and hold said parties harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having an animal in the building.
- 14.9 No birds or animals shall be fed from the windowsills, terraces, balconies, backyard or other public portions of the building, or on the sidewalk or street adjacent to the building.

15. TRASH/GARBAGE

15.1 THE LAW REQUIRES RECYCLING of all plastic, glass metal containers, aluminum foil trays, newspaper, magazines, cardboard, phone books, and catalogs.

15.2 COMPLIANCE IS MANDATORY. Failure to comply may result in City fines which will be billed to offending residents.

15.3 All recyclable materials must be rinsed (to avoid vermin) and taken to the basement trash rooms (behind elevator) and placed in their proper large blue containers by residents

- . Metal Cans
- . Plastic bottles and jugs
- . Aluminum foil trays, i.e.: pie pans, take-out tins.
- . Glass bottles and jars – clear and colored
- . Newspapers, magazines, phone books, catalogs, cardboard.

15.4 **DO NOT RECYCLE:**

- . Styrofoam, plastic-coated paper (milk cartons), plastic bags, wrap or film, plastic utensils, etc. should be placed in sealed garbage bags and deposited into the compactor chute.
- . Aerosol cans or pump sprays, paint cans or chemical containers should be taken to the basement trash room and placed on the floor.

15.5 NOTHING IS TO BE LEFT IN THE STAIRWELLS.

15.6 All garbage will be placed in compactor chute with the exception of those to be taken to the basement for recycling as indicated on the sign in the compactor room.

COMPACTOR
DO NOT THROW DOWN CHUTE

LIT CIGARETTES, AEROSOL CANS, BOTTLES
WIRE HANGERS, NEWSPAPERS, CARTONS
TELEPHONE BOOKS, COMBUSTIBLES, CLOTHES
MAGAZINES, OR SHARP ARTICLES

15.7 Bags of garbage too large for the compactor should be placed on the first floor behind the service elevator. In no case should bags of garbage be left in the compactor rooms.

15.8 Large refuse, such as refrigerators, stoves, beds, etc. should be discarded privately, as the Corporation does not have the facilities to do so.

15.9 Contact the Superintendent or the Managing Agent when you wish to discard such items.

16. STORAGE

- 16.1 Because of limited space and fire regulations, the storage room is limited to small trunks, suitcases and containers.
- 16.2 Items not permitted include: furniture, mattresses, tires, sofas, highly combustible products, empty cardboard boxes and commercial equipment.
- 16.3 Each item placed in the basement storage area must be tagged with name and apartment #. Untagged items may be disposed of.
- 16.4 Tags are available from the Doormen.
- 16.5 The Co-op is not responsible for theft or damage to any goods left in the storage room.

17. BICYCLES/ROLLER BLADES

- 17.1 Bicycles are not permitted in the elevators.
- 17.2 Roller blades are not permitted in the halls, elevators, or lobby.
- 17.3 Locked bicycle storage is available in the basement, and the key to the room is kept with the Doormen.
- 17.4 Each bicycle placed in the basement storage area must be tagged with name and apartment #. Untagged bicycles may be disposed of.
- 17.5 The Corporation is not responsible for theft of or damage to bicycles or contents stored in the bicycle room.

18. MOVING

- 18.1 Any Tenant moving in or out of the building, or moving large items, **MUST** make arrangements with the Superintendent at least 24 hours prior to their actual move.
- 18.2 A security check of \$250.00 (certified check or money order) will be required prior to moving.
- 18.3 All such moves must be done through the service elevator and service entrance on Monday through Friday (excluding holidays) between the hours of 9:00 am and 5:00 p.m.
- 18.4 The appropriate elevator pads must be properly in place prior to the move.
- 18.5 Any damage sustained to the building will be the financial responsibility of the Tenant/Owner, and the appropriate account will be billed accordingly.

24535 OWNERS CORP.

245 EAST 35TH STREET – NEW YORK, N.Y. 10016

19. SUBLETTING

19.1 The Board WILL NOT review for sublet or sale consideration any apartment that has not been in good standing for 2 full, consecutive months. ***Apartment must be owner occupied for a minimum of two (2) years before a shareholder can be eligible to sublet.***

19.2 The Corporation requires the following procedures for the subletting of an apartment.

- i) The Shareholder must apply in writing to the Board of Directors in care of Alexander Wolf & Company, Inc. for permission to sublet.
- ii) A proposed Sublet Agreement must be submitted to the Managing Agent.
- iii) The proposed Subtenant must provide the following documents:
 1. Three letters of personal references
 2. A letter of recommendation from their current landlord
 3. A letter from their employer stating position, salary, and length of service
 4. A completed application form
 5. A copy of the last income tax return W2 Form
 6. A list of all persons planning on occupying the apartment
- iv) The Subtenant must meet with the Interviewing Committee.
- v) The Subtenant must be approved by the Board of Directors before sublet can take place.
- vi) The term of any sublease will be for 12 months, no more, no less. All renewals must also be approved by the Board of Directors.
- vii) A sublet fee the equivalent of \$4.4694 per share shall be billed to the shareholder's maintenance account in twelve monthly installments. This fee is billed on renewals of existing approved sublets.
- viii) A processing fee of \$575.00 (presuming one applicant; add \$275.00 for each additional co-applicant) will be charged, payable to Alexander Wolf & Company, Inc. (each new sublet occupancy only). A renewal-processing fee of \$325.00 will be charged by Alexander Wolf & Company, Inc. The processing fee is not refundable (regardless of whether an application to sublet is approved, rejected or not completed by the shareholder/applicant). Note the processing fees cannot be remitted by the proposed subtenant/applicant. The check must be from the shareholder's checking account. Fees indicated herein may be subject to change.

20. SALES

20.1 The Board WILL NOT review for sublet or sale consideration any apartment that has not been in good standing for 2 full, consecutive months.

20.2 The following details the various procedures required by the Corporation from the seller and the purchaser in connection with the transfer of the ownership of stock, as well as those, which are performed on behalf of all of the parties by the Managing Agent.

20.3 When the Contract of Sale has been prepared by the attorney for the seller and executed by both parties, a photocopy must be sent to the office of the Managing Agent. Upon receipt, Steven Mirsky, who is an attorney, will review the agreement to ensure it conforms to the legal requirements of the Corporation. The parties may discuss the requirements with Mr. Mirsky prior to the signing of the agreement. No other application related materials are to be sent to the

24535 OWNERS CORP.

245 EAST 35TH STREET – NEW YORK, N.Y. 10016

Managing Agent until the agent has reviewed the contract and provided the applicant with a full set of current purchase application requirements.

20.4 Once the Agreement is in satisfactory form, the Managing Agent will forward the following documents to the seller and/or buyer.

1. Statement of Managing Agent's Services. This form spells out the specific documents prepared by the Agent which are executed at closing. The detailing of this information is intended to avoid duplication on the part of the various attorneys performing services for the seller, buyer and Cooperative. An outline of the services provided are as follows:
 - a. Review of the Contract of Sale.
 - b. Conference with attorneys.
 - c. Secure and verify financial statements and references.
 - d. Arrangement of interview by the Board of Directors.
 - e. Preparation of legal documents relating to sale of apartments.
 - f. Review of Recognition Agreement and supervision of its execution where a loan is involved.
 - g. Certification of Compliance with the Proprietary Lease and verification of payments of maintenance and assessments to date of closing.
 - h. Attendance at closing of prior loans if applicable.
 - i. Attendance at closing and verification of all documents.
2. Application and Net Worth Statement. These forms are sent to the buyer with a request that they be completed in detail. They must be returned to the Agent along with written letters of personal and business references. Copies of bank statements, brokerage accounts, Money Market funds and the most recent tax return will also be required. The Board must be assured that the purchaser not only can pay for the stock, but also must have the financial viability to pay the monthly maintenance charges and assessments, if levied. A complete credit report and verification is then obtained and prepared for submission to the Board.
3. Should the purchaser elect to finance his purchase, he must contact the lending institution providing the funds and obtain a Recognition Agreement. The Agreement provides, in effect, that the Cooperative has been made aware of the existence of a loan and, in the event of a default on the part of the borrower (new Owner), requests notification so that action may be taken to avoid a foreclosure by the Cooperative which could wipe out or impair the bank's equity. The Agreement is reviewed by Mr. Mirsky, completed and submitted to the Board along with all of the other documents for review.

20.5 When the above items have been completed or agreed to by the parties, the following agreements are then prepared.

- a. Consent of Lessor. The Cooperative executes these forms after the buyer has been interviewed and approved.
- b. Assignment Agreement. At the closing, the seller will execute this Agreement, which transfers his interest in the stock of the Corporation and Proprietary Lease to the buyer free from all liens and encumbrances. If a Cooperative loan exists, the loan will be satisfied from the proceeds of the sale by the seller at the closing of the Cooperative sale.
- c. Acceptance and Assumption Agreement. This Agreement is executed by the buyer at closing whereby he assumes all of the obligations of the former Owners' Proprietary Lease and agrees to conform to the requirements of the House Rules and By-Laws of the Cooperative Corporation.
- d. Stock Certificate. A new certificate is then issued in the name of the buyer to be signed by the officers of the Corporation and delivered to the buyer, or his lending institution, at the closing.

24535 OWNERS CORP.

245 EAST 35TH STREET – NEW YORK, N.Y. 10016

- 20.6 Once the above documents and agreements have been prepared, the entire package, consisting of the application, net worth statements, financial back-up, credit report, letters of reference and legal forms are delivered to an assigned subcommittee of the Board. This occurs approximately four weeks after submission of the contract to the Managing Agent. An initial review is then made. If everything is satisfactory, approximately six weeks after the contract was submitted to the Managing Agent, an interview with the buyer is arranged. The Board members meet with the buyer and a final review takes place. The total process will usually require approximately six weeks.
- 20.7 When the buyer is approved and all of the paperwork completed, Mr. Mirsky is then notified of the approval, and a closing date is scheduled.
- 20.8 At this point, additional documents may be required by the parties. Where a title company is involved, certifications regarding other matters are usually required from the Corporation. These documents are prepared in form satisfactory to the title company and either executed by the Board or the Managing Agent. A statement that all maintenance charges and special assessments have been paid is always required in order to assure the buyer that he is not assuming an obligation that is not his.
- 20.9 Where a special assessment has been placed on the stock of the Corporation and has not been paid at the time of the closing, it must be paid in full at that time. The parties may agree to adjust the sum between themselves, but the Cooperative requires full payment at closing.
- 20.10 At the closing, the Agent supervises the final signing of all documents, collection of all funds due the Cooperative and the distribution to the parties of the evidence of ownership. Where a prior Cooperative loan exists, it must be satisfied in a form that is satisfactory to the Cooperative. The final documents issued to the buyer may be given to him at the closing or his lending institution, if a new loan is involved. Once the closing has taken place, the records of the Corporation must reflect the transfer. The books and records of the Corporation are changed and the seller's Stock Certificate is cancelled, and New York State Transfer Stamps are purchased, at a present cost of five cents (\$0.05) per share, to be affixed to the cancelled certificate.
- 20.11 The fees charged by the Managing Agent for the services performed total \$1,500.00, of which the seller is charged \$825.00 (for ordinary sales) and the buyer is charged \$675.00 (presuming one applicant; add \$325.00 for each additional co-applicant). The fee to the buyer is payable at the time of the application, and financial papers are returned to the Agent and the fee to the seller is payable at the closing. These fees may be modified where there is more than one applicant or where additional extraordinary services are required of the office of the Managing Agent. Fees indicated herein may be subject to change.
- 20.12 All parties to a Contract of Sale should be aware that it may require a minimum PERIOD OF SIX WEEKS from the time the contract is signed to the date of the closing. As you can see, the number of documents required is very time consuming. While the Board and the Managing Agent fully understand the pressures of the parties, the procedures involved are intended for the protection of both Cooperative and the parties.
- 20.13 Any Owner wishing to refinance or obtain a home equity loan needs to contact Alexander Wolf & Company, Inc. for the procedural requirements.

21. INSURANCE

- 21.1 The Co-op insurance covers the building, rental value/maintenance charges, legal liability and water damage caused by the building.

24535 OWNERS CORP.

245 EAST 35TH STREET – NEW YORK, N.Y. 10016

21.2 The building's insurance covers damage to the building and its equipment caused by fire, extended coverage (windstorm, explosion and riot, among others), vandalism and malicious mischief and other allied perils and accidental discharge of water. THIS COVERAGE DOES

NOT APPLY TO PERSONAL PROPERTY OF THE INDIVIDUAL APARTMENT OWNER OR TENANT.

21.3 Tenants should purchase a Homeowners /Tenants policy. This combines into a single contract protection for furnishing, wearing apparel, and improvements and betterment such as lighting fixtures, special woodwork, paneling, wallpaper, carpeting and liability protection.

21.4 In the event of loss due to direct water damage, for example, the damage to the building would be submitted to the building's insurance carrier and the individual Owner's damage would be submitted to their own carrier.

Without a Homeowners Policy the Tenant would be responsible for all costs associated with items noted in 21.3.

21.5 Tenants may wish to use the building's insurance agent to purchase their policy. Contact Millennium Alliance Group at 516-496-8004, Chris Duffy, ext. 106.

22. COMPLAINTS AND SUGGESTIONS

22.1 The Board of Directors and Alexander Wolf & Company, Inc. welcome and invite suggestions from all Tenant stockholders in written form.

22.2 Any complaints should be made in writing to Alexander Wolf & Company, Inc. and copy to the Board President (12A).

Or, by e-mail to the Board via the building web site: www.24535ownerscorp.com.

23. HOUSE RULE APPROVAL & AMENDMENTS

23.1 Any consent or approval given under these House Rules by the Co-op Board of Directors shall be revocable at any time.

23.2 The House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Co-op.

23.3 Any violation of any House Rule by resident, owner, or tenant will result in fines being imposed to the Shareholder.

For the first offense a warning notice will be sent,; the second offense will result in a \$50.00 fine; the third offense and additional offenses will result in a \$100.00 fine.

24. AIR CONDITIONER REPLACEMENT

24.1 Air conditioners may not protrude beyond the exterior of the rear grill of the A/C sleeve.

24.2 If you have a customized cover over the A/C unit, this may affect the installation.

24.3 Appropriate units for replacing A/C units follow.

The Townsley
245 EAST 35TH STREET
NEW YORK, NY 10016

AIR CONDITIONER SPECIFICATIONS

Bedroom

Fedders with front
115 volt
10,000 BTU's
A1A07W2B/DECABFCB

Fedders with front
115 volt or 220 volt
10,000 BTU's
A1A10W2B/DECABFCB

Living Room

Fedders w/front
220 volt
11,500 BTU's
A1B12W7B/DECABFCB

Emerson w/kit to fit sleeve
220 volt
12,000 BTU's
12MW42K

AIR CONDITIONER SPECIFICATIONS

(Note: The following units will protrude 5" into the room beyond the sleeve)

Friedrich
WS07A10
115 volt
7,000 BTU's

Friedrich
WS10A10
110 volt
10,000 BTU's

Friedrich
WS10A30
220 volt
10,000 BTU's

Friedrich
WS12A10
110 volt
11,500 BTU's

Friedrich
WS12A30
220 volt
12,000 BTU's

Friedrich
WS15A30
220 volt
14,700 BTU's

25. SMOKING POLICY

As of August 15, 2018, the Board of Directors adopted the following proposed smoking policy, House Rules #25:

SMOKING - New York City Local Law 147

Smoking is not permitted in any of the common areas of the Building or within 25 feet the Building's entrance or in the rear courtyard. Notwithstanding the foregoing, smoking on the Building's roof deck is permitted provided the smoke does not interfere with other occupants. All smoking related items must be completely extinguished and properly disposed of in one of two gray cigarette disposal units provided.

Shareholders and all other Building residents, including their visitors and guests, shall be permitted to smoke within an apartment if smoke and/or odors do not emanate from the apartment. Should the Board of Directors, in its sole discretion, determine failure to isolate the smoke and/or odor the shareholder will be required to take all necessary measures to prevent smoke and/or odors from emanating from the apartment, including, but not limited to, installation and use of an air filtration system, sealing electrical outlets and switches and the closing of all gaps within the apartment capable of allowing smoke/odor to emanate from the apartment.

For purposes of these House Rules, the definition of "smoking" includes the use of cigarettes, cigars, pipe tobacco, incense, electronic cigarettes and other smoke or vapor causing substances.

If a shareholder receives a notice of violation of this Smoking Policy and fails to comply or have the residents in his or her apartment comply with any requested remedial measures set forth herein within 30 days of receipt of the notice, the shareholder of the offending apartment will be fined \$250.00. If the offending shareholder or resident continues to violate this Policy after the imposition of the \$250.00 fine set forth herein, additional fines of \$250.00 will be assessed against the shareholder of the offending apartment 30 days later or on the first day of the next calendar month, whichever comes later, and such \$250.00 fines will continue to be assessed on the first day of each calendar month thereafter until the smoking issue is reasonably resolved based on an assessment by Building Management and the Board of Directors.

26. COVID-19

As of June 5, 2020, the Board of Directors adopted the following proposed COVID-19 house rules, House Rules #26:

1. A face covering that does not expose the nose and mouth (the “Protective Attire”) must be worn while in the public areas of the building. Anyone who is in a common area of the building is encouraged to wear gloves.
2. Members of the building staff and third parties including delivery personnel and contractors must wear the Protective Attire while in the building or on the Corporation’s property.
3. When in the public portions of the building or property, no one other than a resident’s family or roommates shall stand or sit within six feet of another person. If there is limited area available, residents of the building shall have priority over guests of residents.
4. The door staff shall move away or stand six feet inside the door when someone is approaching. Anyone other than residents entering the building shall stand six feet from the staff member and advise the staff member of their reason for being in the building and await instructions.
5. No one shall stand immediately in front of the elevator doors. People waiting for the elevator shall stand apart from each other and leave a path outside of the elevator to allow anyone on the elevator to safely exit from the elevator.
6. Residents must notify the superintendent or the managing agent if anyone in the apartment has a temperature above 99 degrees regardless of whether the person has Covid-19 or a resident of the apartment has an unrelated fever (an “Ailing Resident”). Prior to disposing of garbage from an apartment in which there is an Ailing Resident, the building staff shall be notified to bring a clean garbage bag and tie to the apartment and leave it by the door, the resident of the apartment shall retrieve the garbage bag from the door and place their plastic garbage bag into the clean bag left by the staff and leave the garbage bag outside the apartment door. The resident should then notify the building staff to retrieve the garbage bag. Garbage from the apartment containing a Sick Resident should not be placed in the garbage chute or cans in the basement.
7. Residents or their housekeepers should remove their laundry from the building’s public washing machines and dryers within ten minutes of the cleaning or drying cycle being completed. Folding and/or sorting of laundry should be done in the resident’s apartment.

8. The roof deck and courtyard will be open with the following rules intended to safeguard all residents:

- Hours of operation: 9am - 9pm
- **Face coverings are mandatory.**
- Residents only - **absolutely no outside guests.**
- Maximum capacity is 8 people at a time
- Limit your use of the roof deck to 1-2 hours or less allowing opportunities for others to enjoy the space.
- You may slightly re-arrange the chairs but they must stay within the confines of their designated spaces keeping in mind the 6+ feet of social distancing.
- You must sanitize furniture used yourself, **before and after use.**
- It is recommended that you bring your own towel to cover chairs for use.
- **There will be a strict zero-tolerance policy during this Covid 19 time.**

Abuse of the rules will result in the closing of the roof deck and courtyard.

9. No Ailing Resident shall utilize any building amenity at any time.
10. Apartments that are being offered for sale or lease, may be shown. Agent and no more than two others are allowed in the building at one time.
11. Moves into or out of the building must be by appointment through the superintendent only and only one move can occur at a time.
12. Housekeepers, nurses and nannies are expected to abide by the House Rules. Violators can be prohibited from entering the building.
13. Residents other than Ailing Residents shall meet food and other deliveries in the lobby.
14. The Board shall have the authority to impose a fine of \$500 for the first infraction and \$1,000 for subsequent infractions for any Resident who violates the foregoing House Rules. Anyone violating the House Rules resulting in another resident becoming ill will be responsible for costs or expenses incurred by 24535 Owners Corp. if sued.