

310/312 EAST 23RD APT. CORP.

HOUSE RULES

1. The public halls and stairways of the Residential Unit shall not be obstructed or used for any purpose other than ingress to and egress from the apartments, and the fire towers shall not be obstructed in any way.
2. 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.
3. No public hall above the ground floor of the Residential Unit shall be decorated or furnished by any lessee in any manner without the prior consent of all of the lessees to whose apartments such hall serves as a means of ingress and egress; in the event of disagreement among such lessees, the Directors' determination with respect thereto shall be binding.
4. No lessee shall make or permit any disturbing noises in the Residential Unit or do or permit anything to be done there in 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 loudspeaker in such lessee's apartment between the hours of 11:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the Residential Unit. 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.
5. 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 windowsills of the Residential Unit.
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 Residential Unit 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 Residential Unit, except such as shall have been approved in writing by the lessor or the Managing Agent.
8. 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 Residential Unit.

9. Messengers and trades people shall use such means of ingress and egress as shall be designated by the lessor.
10. Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the building, if any, and through the service elevator to apartments when such elevator is in operation.
11. Trunks and heavy baggage shall be taken in or out of the building through the service entrance, if any.
12. 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.
13. Water closets and other water apparatus in the Residential Unit 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 lessee in whose apartment it shall have been caused.
14. No lessee shall send any employee of the lessor out of the Residential Unit on any private business of a lessee.
15. No bird or animal shall be kept or harbored in the Residential Unit unless the same in each instance is 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 windowsills, terraces, balconies or in the yard, court spaces or other public portions of the Residential Unit, or on the sidewalks or street adjacent to the Residential Unit.
16. No radio or television aerial shall be attached to or hung from the exterior of the Residential Unit without the prior written approval of the lessor or the Managing Agent.
17. 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 Residential Unit by another vehicle.
18. A 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.
19. The lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

20. Unless expressly authorized by the 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.
21. 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.
22. The lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the lessee during ten 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 such purpose and to charge the cost off such cleaning to the lessee.
23. 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.
24. Complaints regarding the service of the Residential Unit shall be made in writing to the Managing Agent of the lessor.
25. Any consent or approval given under these House Rules by the lessor shall be revocable at any time.
26. 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 drip 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.
 - (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 the service elevator area, if any, between 10:00 a.m. and 6:00 p.m. and a service employee, if any. If there is no service elevator, then the Managing Agent or person acting in such capacity should be contacted with regard to disposal of bulky items.

- (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.

27. 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 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.

28. 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 pest. If the lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the lessee, as additional rent.

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