

House Rules

340 East 74th Street Owners Corp.

To all Shareholders and Residents of 340 East 74th Street:

Enclosed are the **updated** and adopted House Rules for 340 East 74th Street. The House Rules incorporate the Roof Rules as well. They reflect the Corporation's policies and serve in conjunction with the Proprietary Lease.

The Board of Directors has solicited input from our managing agent, our attorney, and other co-op corporations. These House Rules represent a clarification of our policies since the initial rules were ratified early in the life of our co-op.

The House Rules have been adopted to provide guidelines for co-tenants to live amicably together under one roof. They outline the respective rights and privileges of both Shareholders (Lessees) and the 340 East 74th Street Owners Corp. (Lessor), provide a code of commonly agreed to conduct, and, as may be necessary from time to time, provide a framework for conflict resolution.

As in all co-operative residential buildings, most of the rules are based on common courtesy. Others are based on common sense or are derived from the laws of New York City and the State of New York.

THE BOARD OF DIRECTORS

September, 2016

House Rules

340 East 74th Street Owners Corp.

USE OF HALLWAYS, ELEVATORS, LOBBY, AND PUBLIC SPACES

1. The public halls and stairways of the building may not be obstructed or used for any purpose other than entering and exiting the apartments in the building. The fire towers (fireproof stairwells) may not be obstructed in any way.

2. Children may not play in the public halls, stairways, fire towers, or elevators.

3. The use of roller blades/skates, tricycles, bicycles, scooters (or similar items) is not permitted in the building's hallways or public spaces. Baby carriages and the above mentioned vehicles are not allowed to stand unattended in the lobby, public halls, or passageways.

4. Messengers and tradespeople may enter and exit the building as specified by the Lessor. More specifically, the tradespeople, furniture and appliance deliveries should only enter and exit through the basement level service entrance. Messengers and food deliveries may enter and exit through the Lobby. These deliveries may only be made to Apartments until 9:30 PM. After 9:30PM, Lessee's must collect such deliveries in the Lobby.

5. Moves in or out of the building may take place only through the service entrance of the building. Moves must be scheduled through the Resident Manager and must take place on weekdays (not including legal holidays) between the hours of 9:00 am and 5:00 pm. A refundable deposit of \$1,000 is required with a personal check and the Lessee is responsible for any and all damage to the building's hallways, elevator cabs, or common spaces. Damages will be deducted from the refundable deposit fee. The refundable deposit fee will also be forfeited if the movers are not finished by 5PM.

A non-refundable move-in/move-out fee is also required via personal or bank check; it is scaled to apartment size prior to any moves. The fee scale is as follows:
Studio: \$600; 1-Bedroom: \$700; 2-Bedrooms: \$850; Combinations: \$1,500

Both refundable and non-refundable fees are to be given to the Resident Manager prior to the move.

6. No public hallway above the ground floor of the building may be decorated or furnished by any Lessee in any manner. Please note that door decorations are prohibited except for the Christmas, Chanukah and Halloween holidays; this applies to all floors.

REGULATIONS APPLYING TO RESIDENTIAL UNITS

7. No Lessee may install any plantings on the terraces without the prior written approval of the Lessor. Plantings may be contained in boxes of wood, lined with material impervious to dampness and standing on supports at least two inches from the pavers and from the wall of the building. Suitable weep holes may be provided in the boxes to draw off water. Lessor may adopt detailed rules concerning terrace plantings.

8. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any respectable 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 vermin, insects or other pests. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof may be payable by the Lessee, as additional rent.

9. Garbage and refuse from the apartments must be disposed of in compliance with recycling rules currently in effect (posted in the compactor room on each floor) or in such a manner and/or times the building's Resident Manager may direct. Large boxes should not be left in the "small" compactor room; they should be brought to the basement at all times. Larger boxes should be flattened, if possible, and brought to the basement. They should be placed in the hallway leading to the Compactor Room in the Basement, NOT in the Basement Hallway itself. If the hallway leading to the Compactor Room is full, please place the garbage inside the compactor room itself. The Resident Manager will monitor the deposits and advise the Board if there are abuses by residents.

10. Toilets and other water apparatus in the building may not be used for any purposes other than those for which they were constructed. Sweepings, rubbish, rags, or any other article should not be thrown into toilets (FYI – Contractors should be reminded of this). The responsible Lessee will pay for the cost of repairing any damage resulting from misuse of toilets or other water apparatus.

11. Lessees are permitted to sublet their apartments for a limited amount of time over the life of their tenancy in accordance with 340 East 74th Street Corp. Sublet Policy. All subleases are authorized in one year intervals; and, at the onset and for a renewal, they must be approved by the Board of Directors. A fee applies.

PERSONAL ARTICLES/PROPERTY OUTSIDE OF APARTMENTS

12. No article may be placed in the halls, on the staircase landings or fire towers, nor may anything be hung or shaken from the doors, windows, terraces, or balconies or placed upon the windowsills of the building.

13. No awnings, window air conditioning units, or ventilators may be used in or about the building except such as may have been expressly approved by the Lessor or the managing agent, nor may anything be projected out of any window of the building without similar approval. All new and replacement air conditioning units must be installed in the existing sleeves beneath the windows. Air conditioning Units are not permitted in the windows

14. No sign, notice, advertisement, or illumination may be inscribed or exposed at or on any window or other part of the building, except such as may have been approved in writing by the Lessor or the managing agent.

15. No radio or television aerial may be attached to or hung from the exterior of the building.

16. Barbecues/hibachis/grills, wind chimes, stereo speakers or other items, which may interfere with comfort or, rights of other Lessees, are not permitted on terraces or on the Roof.

NOISE

17. Unless expressly authorized by the Board of Directors in each case, in every apartment at least 80% of the floor area of each room (except for kitchens, pantries, bathrooms, closets, and foyers) must be covered with rugs or carpeting or equally effective noise reducing material.

18. No Lessee may make (or permit) any disturbing noises in the building or do anything (or permit anything to be done) therein which will interfere with the rights, comfort, or conveniences of other Lessees.

19. Construction or repair work or other installation involving noise in an apartment may only be conducted between the hours of **9:00 AM and 4:00 PM** on weekdays (not including legal holidays). Neighbors must be notified of any demolition work, 5 days before the work commences, and may only be conducted between 10:00AM and 3:00PM. All work must cease at 4:00 PM, and workers departed by 4:30 PM. The list of holidays when work is not allowed can be found on the **340 website. (340e74thstreet.com)**

PETS

20. No bird or other animal may be kept or harbored without prior written approval and consent of the Lessor/Board of Directors. Permission may be revoked by the Lessor. Non-owner tenants are not permitted to keep a bird or animal. The Resident Manager is responsible for maintaining a list of resident animals in case of an emergency. Shareholders are permitted no more than one dog, regardless of size.

21. In no event may pets be permitted on elevators or in any of the public portions of the building unless carried or on a leash.

LAUNDRY, GARBAGE AND PARKING

22. The Lessee may use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the managing agent. In no event, may any Lessee install a clothes washer or dryer in their apartment. The Lessor is authorized to remove such appliances should this policy be violated. A clothes washer or dryer is permitted in combination apartments where one kitchen is fully removed.

23. The Lessor may have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes. Residents may not take the laundry carts from the laundry room at any time. Residents are responsible for advising their cleaning help or nannies not to remove the carts from the Laundry Room

24. The Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.

25. No vehicle belonging to a Lessee or to a member of the family or guest, subtenant, or employee of a Lessee may be parked in such a manner as to impede or prevent ready access to any entrance of the building by another vehicle.

BUILDING STAFF AND MISCELLANEOUS

26. The doormen's responsibilities include:

- Opening doors for departing and returning residents and guests, assisting residents to hail cabs, open and close cab or car doors, and carry packages,
- Maintaining security: stopping and announcing everyone entering the building

who is not personally known to them as a resident.

- Making sure that the building entrance is never left unattended (other than momentarily to assist residents in and out of cabs or cars and with their packages).
- Receiving and logging all deliveries and notifying residents of the deliveries' arrival. Notifying the Resident Manager or Managing Agent of any problems in the building.

27. No Lessee may send any employee of the Lessor out of the building on any private business for the Lessee. Employees of the Lessor are not allowed to move any vehicles, or hold keys of any vehicles, for any Lessee at any time.

28. The use of the building staff for maintenance work within residential units is governed by the building's "5 & 5" policy. If a part or parts costs less than five dollars and/or the repair takes less than 5 minutes, such work may be performed by the building's staff. A work requisition form (available from the doorman) must be filled out and submitted to the Resident Manager who will determine the cost and time involved. It is the responsibility of the Lessee to pay for any and all parts; it is at the discretion of the Resident Manager to determine if such work and building staff may be used for such work during the staff person's normal working hours. Under no condition are doormen or porters permitted to do any work with air conditioners with in the apartments. Only certified AC personnel or approved contractors are permitted to work on the AC units and with shareholders responsible for any damage or leakage.

29. Packages and deliveries may be left with the doorman at the sole responsibility of the Lessee, subtenant, or guest. Said packages and deliveries are to be held in the locked lobby closet.

30. Keys may be left in the lobby closet, which is locked, at the sole responsibility and risk of loss of the Lessee, subtenant, or guest. The Resident Manager, as a representative of the Lessor, is responsible for the Master Key for all units; this is the bottom lock of the unit's front door.

31. Complaints regarding the service or management of the building should be made in writing to the managing agent of the Lessor.

32. Any consent or approval given under these House Rules by the Lessor may be revoked at any time.

33. The roof rules, which are attached to this document, are incorporated into the House Rules of 340 East 74th Street Owners Corp. The House Rules (and the Roof Rules) may be added to, amended, or repealed at any time by resolution of the Board

of Directors or the Lessor.

SALES/SUBLETS/ALTERATIONS

The entire Admissions process normally takes four to six weeks, and anyone contemplating a sale or sublet should allow at least that much time. In order to facilitate the process, the Board of Directors has instructed the Admissions Committee to take no action with respect to proposed sales or subleases until the information packages are complete.

The Board will not entertain any requests for a sale, assignment, or sublet of any apartment while the current shareholder is in default of any provision of his proprietary lease (for example, in arrears with respect to maintenance payments).

Sale/Purchase/Sublet of Apartments

Purchase Agreement/Sublet Agreement/Alteration Agreement documents are available through 340 East 74th St. Management. Note that there are fees associated with each.

Sarah O'Connell, 340e74thstreet@gmail.com, 646.430.8322

The Corporation's Attorney handles all Purchase Closings; Refinancing Agreements; Recognition Agreements; Title Transfers, Non-Sale Transfers (Estates and Trusts); replacement of Proprietary Leases and Stock Certificates; Sublet Agreements. They act as the Secretary of the Corporation and retain the Corporate Seal. Please contact:

Sharon Schecter – Kagan, Lubic, Lepper, Finkelstein & Gold

Tel: 212.252.0300 Fax: 212.779.7295 Email: sschecter@kll-law.com

Financing

Shareholders may finance no more than 80% of the purchase price of their apartment.

Flip Tax

- A tax of Two Per Cent (2%) of the gross sale price will be imposed upon all sales by Shareholders who have purchased their units after April 13, 2010 and under contracts dated after April 13, 2010 by said Shareholders (unless the transfer is specifically exempted, such as certain intra-family transfers and refinancing).

- Shareholders who have purchased their Co-Op unit prior to April 13, 2010 will be subject to the following rules on flip taxes:
- Shareholders who have purchased their Co-Op unit prior to April 13, 2010 will pay a \$1 (one dollar) per share flip tax on any signed sales contract their units dated prior to January 1, 2012, or,
- Should said Shareholders (as noted in item 1 above) have pre-paid the \$1 (one dollar) per share flip tax no later than October 31, 2010, according to the By-Laws of 340 E74th St. Owners Corp., those Shareholders will not owe additional flip tax monies should they sell their units within 10 years or no later than January 1, 2020.

Any qualified Shareholder for the pre-payment plan who does pre-pay and sells their units after January 1, 2020, will be subject to the 2% flip tax, however, the amount they pre-paid will be used as a credit against the balance owed. The 2% flip tax will apply to Shareholders who have purchased a Co-Op unit at 340 prior to April 13, 2010 if they did not opt for the pre-pay option and sells their unit on or after January 1, 2012.

Apartment Alterations and Renovations

Renovations require prior approval of the Board of Directors. Please contact **Robert Feiner** or 340e74thstreet@gmail.com for a copy of the **Alteration Agreement** and procedures.

Maintenance Arrears

A \$50.00 late fee will be charged for any month that a maintenance payment is not received by the 15th of the month. This charge will be implemented on the 16th and continue to accumulate on the Shareholders statement.

ROOF RULES

Please respect the privacy of the penthouse owners by staying away from the fence, and please keep children away from the fence at all times.

The Roof shall be open from 9:00AM to 10:00PM to all residents who have to be bound by these rules. Each person shall at all times behave with respect for the quiet enjoyment and privacy of others, particularly with regard to those in the penthouse apartments. Please note that it is the Residents' responsibility to inform their Nanny/Caretakers of the Roof Rules, especially with respect to the children.

A. Noise travels far on the Roof level, and is disturbing to others, especially the penthouse floors and terraces below. Please keep children quiet. No radios or sound equipment without earphones are to be used at anytime. Travel quietly on stairs and halls, and close doors gently.

B. There shall be no cooking of any sort on the Roof area or on the Terraces.

C. There shall be no ball playing, active sports, or dancing on the roof. Children are not permitted to use chalk on the pavers.

D. For your convenience, there are two garbage bins in the container between the doors accessing the Roof. Please be considerate and do not place gum, cigarette/cigar butts, leftover food, and empty drink cans in the planters. Debris should not be thrown off the roof or into vent pipes or chimneys.

E. An adult must supervise children under 16 at all times and everyone should remain a few feet from the fence. Toys must not be allowed to fall from the roof. Sorry, but no wheels of any kind are allowed on the roof area.

F. Pets are not allowed on the roof at any time. Feeding birds is not permitted (this attracts pigeons in particular).

G. Smoking is restricted in consideration of other residents. The use of drugs is prohibited. (Please keep in mind that not only is smoking a fire hazard, but also extinguishing cigarettes on the concrete pavers could permanently damage them). There are small containers with sand scattered around the Roof that are designated for extinguishing cigarettes/cigars/pipe tobacco/gum

H. Glass containers are not allowed on the roof because of the danger of breakage and the difficulty of cleaning up and potential injuries. (Broken glass sifting between the pavers could also puncture the roofing membrane, which would require extensive repair).

I. Guests of residents are permitted, and are the responsibility of the shareholder/tenant. No more than five (5) guests may use the roof, but they must be accompanied by the shareholder/tenant at all times. Six (6) or more guests constitute a "party". Please contact the Resident Manager for the co-op's party signup/agreement which includes the associated fees.

J. The Board may impose a penalty for violation of rules of \$100.00 or more per incident. Failure to pay a penalty or violation of these rules shall be grounds for loss of privileges; unpaid violation fees will remain on accounts and collected upon the sale of an apartment, whether a sponsor or non-sponsor unit.

K. Attire: while bathing suits are allowed, they must be covered suitably and shoes worn in elevator and public halls.

L. Personal chairs are allowed on the roof so long as chair legs do not damage the pavers or the membrane underneath, but under no circumstances may they be left on the roof. Any furniture or personal property that is left on the roof will be disposed of.

M. For information purposes, the Co-op has installed WiFi capability on the Roof; Security cameras and additional lighting has been installed. There is a small, low pressure shower available on the West part of the Roof for those hot summer days.

N. There are many lounges, and dining tables and chairs available to all residents. Please be thoughtful enough to return the tables, chairs and lounges to where you found them.

September 2016