

**336 TENANTS CORP.**  
**HOUSE RULES**

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**One.** The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building, and the fire towers shall not be obstructed in any way and the doors thereto kept closed.

**Two.** Children shall not be permitted in the service elevator, shall not play in the public halls, stairways, fire towers or elevators, and shall not be permitted on the roof unless accompanied by a responsible adult.

**Three.** No public hall above the ground floor of the building shall be decorated or furnished by any lessee in any manner without the prior consent of the Lessor and of all of the lessees to whose apartments such hall serves as a means of ingress and egress. Any and all lessee items in such spaces are the responsibility of the lessees with the Lessor having no liability.

**Four.** No lessee 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 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 loud speaker in such lessee's apartment between the hours of eleven o'clock P.M. and the following nine o'clock A.M. if the same shall disturb or annoy other occupants of the building, and in no event shall any lessee practice or suffer to be practiced either vocal or instrumental music for more than two hours in any day or between the hours of six o'clock P.M. and the following nine o'clock A.M. No lessee shall give vocal or instrumental instruction at any time.

**Five.** Each lessee shall keep such lessee's apartment in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, terraces or balconies thereof, any dirt or other substance. The floors of the master portion of each apartment must be substantially covered with rugs or carpeting while the lessee or any member of the family of the lessee, or any sublessee, is in residence.

**Six.** No article shall be placed in the halls or on the staircase landings, fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building.

**Seven.** No shades, awnings, window guards, ventilators or air conditioning devices shall be used in or about the building except such as shall have been approved by the Lessor.

**Eight.** No sign, signal, illumination, notice or advertisement 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; nor shall anything be projected out of any window of the building without similar approval.

**Nine.** The passenger and service elevators in the building, 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.

**Ten.** No velocipedes, bicycles, scooters or similar vehicles shall be allowed in the passenger elevators and no baby carriages or any of the abovementioned vehicles shall be allowed to stand in the public halls, passageways, areas or courts of the building.

**Eleven.** Servants, messengers and tradespeople shall use the service entrance in the building for ingress and egress, and the service elevator and shall not use the passenger elevators for any purpose, except that nurses in the employ of lessees and nurses in the employ of guests or under-tenants of lessees may use the passenger elevators when accompanying children of said lessees, their guests or sub-tenants.

**Twelve.** Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the building and through the service elevator to the apartments.

**Thirteen.** Trunks and heavy baggage shall be taken in or out of the building through the service entrance.

**Fourteen.** Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent of the building or managing agent may direct.

**Fifteen.** Water-closets, toilets, and other water apparatus in the building shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any toilets, water-closets or other apparatus shall be paid for by the lessee in, or from whose apartment it shall have been caused.

**Sixteen.** No lessee or occupant of an apartment shall engage any employee of the lessor on any private business of a lessee or occupant without the consent of the superintendent.

**Seventeen.** No bird or animal shall be kept or harbored in the building unless the same in each instance be expressly permitted in writing 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 window sills, terraces, balconies or in the yard, court spaces or other public portions of the building or on the sidewalk or street adjacent to the building.

**Eighteen.** No radio or television aerial, fan, ventilator or air conditioning device shall be attached to or hung from the exterior of the building, nor be permitted to extend or protrude beyond the walls of the building without the written approval of the Lessor. Each lessee shall keep any such device in good appearance and mechanical repair. No lessee shall permit any such device to leak, nor to make any noise which disturbs or interferes with the rights, comforts or conveniences of the occupant of any other apartment. If any such device shall become rusty or discolored, the lessee will have it painted in a good workmanlike manner and in a standard color which the Lessor may select for the building. If any lessee shall fail to keep such a device in good order and repair and properly painted, the Lessor in its discretion may remove such device and charge the cost of

removal to the lessee and it may not be replaced until put in proper condition and only with the further written consent of the Lessor.

**Nineteen.** No vehicle belonging to a lessee or to a member of the family or guest, sub-tenant or employee of a lessee shall be left standing in such manner as to impede or prevent ready access to the entrance of the building by persons arriving in other vehicles.

**Twenty.** All lessees shall use the laundry facilities available only upon such days and during each hours as may be designated by the Lessor.

**Twenty-one.** The Lessor shall have the right from time to time to curtail or re-locate any space designated for storage or laundry purposes.

**Twenty-two.** Each lessee shall deliver to the Lessor's superintendent keys to the front and back doors of the apartment to facilitate entry and inspection thereof when authorized by the lease, or otherwise by the lessee. No lessee shall alter any lock or install a new lock on any door leading into his apartment without the prior written consent of the Lessor. If such consent is given, the lessee shall provide the Lessor with a key for Lessor's use.

**Twenty-three.** Complaints regarding the service of the building shall be made in writing to the managing agent or Board of Directors of the Lessor.

**Twenty-four.** Any consent or approval given under these house rules by the Lessor shall be revocable at any time.

**Twenty-five.** These house rules may be added to, amended or repealed at any time by resolution of the Lessor's Board of Directors.

**Twenty-six.** No fences, structures, lattices, flower boxes or equipment for planting purposes shall be erected or installed on the terraces, balconies or roofs of the building without the prior written approval of the Lessor; any such installation and any planting may be moved by Lessor at the expense of the lessee for the purpose of repairs, upkeep or maintenance of the building. No cooking shall be permitted on any terraces, balconies or roofs of the building, nor shall the walls thereof be painted by lessees without the prior written approval of Lessor.

**Twenty-seven.** 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 pests.

**Twenty-eight.** Each lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the lessee after ten days' notice in writing from the Lessor to clean the windows, such cleaning may be done by the Lessor, who shall have the right by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the lessee.

**Twenty-nine.** No more than two (2) dogs may be harbored in each apartment in the building. For purposes of this House Rule # 29, any joinder of more than one single apartment for occupancy by a shareholder and the family of the shareholder shall be treated as a single apartment. If a

shareholder wishes to harbor more than two (2) dogs in his or her apartment, he or she will need to obtain written permission from the Board. In no event, however, will any pit bulls (i.e., Stafford shire bull terriers, American pit bull terriers, American Staffordshire terriers, or any mixed breed dogs which contain such types of dogs as an element of their breeding) be permitted in the building.

**Thirty.** No fish tank with a capacity exceeding 55 gallons shall be installed or maintained in any apartment. For fish tanks of any size and capacity including those with a capacity exceeding 55 gallons, the shareholder shall maintain adequate property and casualty insurance that covers, at a minimum, any loss resulting from any malfunction, leak, accident or other incident arising from the maintenance of the fish tank and shall provide building management with a copy of such insurance policy.

Any shareholder that, as of the date of the adoption of this House Rule # 30, maintains a fish tank that exceeds 55 gallons of capacity shall promptly register such tank with building management and shall furnish a copy of a policy of insurance currently in force that provides adequate coverage for any loss to other shareholders or to the building that may be result from any malfunction, leak, accident or other incident arising from the maintenance of such tank.

**Thirty-one.** The term and conditions of any proposed sublease shall be governed by Subletting Policy and Guidelines. Any proposed sublease shall be for a minimum of six (6) months and shall not exceed one (1) year. A tenant shareholder shall seek Board consent for an extension of an expiring one-year sublease for a period of up to one additional year. No such extension shall be granted to if during the term of the previous sublet, the tenant shareholder or sublessee was found by the Board to be in violation of the Proprietary Lease, the House Rules or other applicable building policies.

**Thirty-two.** A minimum of two (2) fire extinguishers per unit are required, one of which is to be in the kitchen.

**Thirty-three.** Policy Regarding Smoking: (1) No smoking is permitted within twenty-five feet of the entrance to the building or in any of the building's common areas, including without limitation its lobby, hallways, courtyard, elevators, stairwells, basement, storage areas, playroom, bike room, and laundry room. (2) Smoking is not permitted on any terraces adjoining apartments. Smoking is permitted inside apartments, but only so long as the smoke, odor or vapor attributable thereto does not escape the apartment so as to be perceptible in other apartments or in hallways or other common areas. (3) The word "smoking" for the purpose of this policy means inhaling, exhaling, burning or carrying any lighted cigar, conventional cigarette or pipe, operating electronic cigarette, or other form of lighted object or operating device which contains tobacco or any other material intended to produce either smoke or a non-therapeutic aerosol for inhalation.