

HOUSE RULES

875 W.E. Apartment Corp.

As used in these House Rules, “Board of Directors” means the Board of Directors of 875 W.E. Apartment Corp.

(1) 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.

(2) No patient or client of any individual who has offices in the building shall be permitted to wait in the lobby or any other public area of the building.

(3) Children shall not play in the public halls, courts, stairways, fire towers or elevators.

(4) No walls or doors within the public hall of the building shall be decorated 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; such decoration is subject to approval by the Board of Directors and must be in compliance with any relevant governing authority.

(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 window sills or fire escapes of the building.

(6) No baby carriages, bicycles, scooters or similar vehicles shall be allowed to stand in the public halls, passageways, areas or courts of the building.

(7) 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 any electronic device containing a speaker or sing in such Lessee's apartment between the hours of 11 p.m. and the following 8 a.m. if the same shall disturb or annoy other occupants of the building. 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 8:00 AM and 4:00 PM. Construction or repair work with excessive noise may commence only after 10 AM.

(8) 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. Any approval given by the Lessor may subsequently be rescinded by the Board of Directors with or without cause and, in such event, any such approved installations shall be subject to removal at Lessor's direction. Furthermore, such installations must be made in accordance with all applicable laws, rules and regulations promulgated by any relevant governing authority, including but not limited to the New York City Department of Buildings.

(9) 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 Board of Directors.

(10) Messengers and trades people shall use such means of ingress and egress as shall be designated by the Board of Directors.

(11) Furniture, construction equipment and supplies, and other large objects are to be delivered only at the service entrance of the building and through the service elevator to the apartments when such elevator is in operation.

(12) Trunks and heavy baggage shall be taken in or out of the building through the service entrance.

(13) Garbage and refuse from the apartments shall be disposed of in accordance with all New York City mandated recycling regulations and only at such times and in such manner as the superintendent or the managing agent of the building may direct.

(14) Toilets 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, cat litter, rags or any other article be thrown into the toilets. The cost of repairing any damage resulting from misuse of any toilets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.

(15) No Lessee shall send any employee of the Lessor out of the building on any private business of the Lessee.

(16) 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, balconies or in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building. The Board of Directors retains the right to require that no bird or other animal shall be kept or harbored in the building unless in each instance the Lessor gives its express written permission; any such permission shall be revocable by the Board of Directors.

(17) No radio or television aerial or satellite dish shall be attached to or hung from the exterior of the building.

(18) 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 the service entrance of the building.

(19) The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Board of Directors or the managing agent.

(20) The Board of Directors shall have the right to curtail or relocate any space devoted to storage or laundry purposes.

(21) Unless expressly authorized by the Board of Directors the floors of each apartment must be covered with rugs or carpeting or furniture that renders the floor unavailable to foot traffic, to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, closets and foyers.

(22) The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done, in compliance with applicable law, by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for that purpose and to charge the cost of 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 building shall be made in writing or electronically 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) No Lessee shall install any plantings on balconies or the roof without the prior written approval of the Lessor.

(27) 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. If the Lessor takes measures to control or exterminate bed bugs or other vermin, the cost thereof shall be payable by the Lessee, as additional rent.

(28) Insurance Requirements

1. Lessee will throughout the term of this Lease, at Lessee's sole cost and expense, obtain and keep in full force and effect comprehensive public liability and property damage insurance (the "insurance") in such coverages (but in no event less than \$500,000.00) and containing such provisions as may be required by Lessor, from time to time, against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to fire, water damage or other casualty) occurring in, upon, adjacent to or connected with the Apartment or any part thereof.
2. Lessee's insurance policy shall be written in a form reasonably satisfactory to the Corporation by a good and solvent insurance company licensed and authorized to do business in the State of New York.
3. If at any time during the term of the Lease, the Corporation requires the Lessee to increase the Insurance coverage to any amount up to and including \$1,000,000.00, the Lessee shall

increase the Insurance and provide Lessor with proof of such increased coverage in form and substance satisfactory to Lessor within ten (10) days after notice of such increase from Lessor.

4. The failure of Lessee to maintain the above described Insurance throughout the term of the Lease shall constitute a default of the Lease.
5. The terms of House Rule 28 will not apply to the Holder of Unsold Shares.
6. Lessee shall provide Lessor with copies of Lessee's insurance policies and any renewals thereof within ten (10) days of Lessor's written request.

(29) The names of all occupants of every apartment shall be provided to the managing agent.

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