

HOUSE RULES

*Lex Tenants Corp. (50 Lexington Avenue New York, N.Y.
10010)*

For the purposes of these rules only, "Lessor" refers to the Lex Tenants Corp., and "Lessees" refers to holders of shares of the Cooperative Corporation as well as people renting from either shareholders or the sponsor.

1. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to an egress from the apartments in the building, and the fire towers shall not be obstructed in any way.

2. No customer of any business located in the building shall be permitted to wait in the lobby. No person may use the lobby or halls to solicit business.

3. Children shall not play in the public halls, lobby, elevators, stairways or any other common area, and shall not be permitted on the roof unless accompanied by a responsible adult.

4. There shall be no ball playing in any common area including, but not limited to, the plaza and the swimming pool.

5. No public hall above the ground floor of the building shall be decorated or furnished by a lessee in any manner.

6. 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 ten o'clock p.m. and the following nine o'clock 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 a.m. and 6:00 p.m.

7. No article shall be placed in the halls or on the staircase landing, nor shall anything be hung or shaken from the doors, windows or balconies, or placed upon the windowsills of the building.

8. No awnings, window air-conditioning units or ventilators or anything be projected out of any window or walls of the building without similar approval.

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 Lessor or the managing agent.

10. No tricycles, bicycles, scooters, baby carriages or similar objects shall be allowed to stand in the public halls, passageways, or other common areas of the building. All such items should be walked to the elevators.

11. Roller blades and skates must not be worn through halls, elevators or lobby of building.

12. Messengers and trades people shall use such means of ingress and egress as shall be designated by the Lessor, and must sign a register maintained by the doorman.

13. Supermarket delivery carts are not allowed on elevators and in halls.

14. Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as determined by the Board of Directors.

15. Unit owners will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust or powder waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) cause all bundles of waste to slide out of the hopper into the chute; (e) refrain from depositing waste of an explosive nature therein; (f) rinse glass or plastic bottles and jars, and aluminum cans, and leave them in a neat package on the floor of the compactor room; and (g) place newspaper in neat packages on shelf of the compactor room. Under no circumstances are bags of garbage to be left on the floor of the compactor room or outside the compactor room.

16. 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 closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.

17. No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee. Neither shall any building employee be asked to perform any task for a lessee beyond the scope of his employment while on duty. Further, no super, doorman, porter or security guard shall enter an apartment under any circumstances, without written authorization by Lessee.

18. No bird or animal shall be kept or harbored in the building 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 in any of the public portions of the building, including the elevators, the lobby and the plaza, unless carried or on a leash. No pet may be allowed to urinate or defecate in a public area. In the event of an "accident" the pet owner must clean it up. No pigeons or other birds or animals shall be fed from the windowsills, balconies or in the plaza or other public portions of the building, or on the sidewalk or street adjacent to the building. Effective January 1, 1999, no new Lessee will be permitted to have a dog. If a current Lessee owns a dog, upon that dog's death, Lessee may replace. At no

time are subtenants of either shareholder or sponsor permitted to own a pet.

19. No radio or television aerial shall be attached to or hung from the exterior of the building without the prior written approval of the Lessor or the managing agent.

20. The Lessee shall use the laundry facilities only upon such days and during such hours as may be designated by the Building. Laundry carts owned by the Building may not be removed from the laundry room.

21. The installation of clothes washing machines and dryers are not permitted in any apartment.

22. Unless expressly authorized by the Board of 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, except only kitchens, bathrooms, closets, and foyer.

23. 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.

24. The lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee within 10 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 to enter the apartment for this purpose and to charge the cost of such cleaning to the Lessee.

25. Complaints regarding the service of the building shall be made in writing to the Sponsors, the Board of Directors or the Managing Agent.

26. No Lessee shall install any plantings on the balcony 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 it adjoining a wall, at least three inches from such wall. Plantings may be contained in masonry or hollow tile walls, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. No items may hang over the edge of the balconies.

27. Lessees and their guest must wear shirts and footwear in the elevators and lobby, including when traveling to or from the health club.

28. Pursuant to New York City ordinances, only electric barbecue grills may be used on balconies.

29. There is to be no alcohol in any common area of the building.

30. 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 carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.

31. Lessees may move in or out of the building only Monday through Friday. No move may begin before 9:00 a.m. or after 4:30 p.m. All moves must be completed by 5:00 p.m. The Managing Agent must be notified of all moves at least 2 days in advance.

32. A deposit of \$500.00 against damage to the common areas will be required for all move-out and \$550.00 for move-ins. Prior to the move, a security deposit check made payable to Lex Tenants Corp. **must** be delivered to the superintendent. The Super will then walk the route of the move and note the existing condition of the building entrance, lobby, elevators, and hallway. Just after the move is completed the Super will review the path of the move and if no damage is found, the \$250.00 check will be returned to the resident. If any damage is

noted, the amount will be deducted from the refund. Elevator pads **must** be used for every move.

All packages and boxes must be broken down and the doorman must be notified. They will advise you where to place same.

33. The following rules for the use of the rooftop deck must be observed: (a) no one under the age of 14 is permitted on the deck without adult supervision; (b) no cooking or preparation of food of any kind is permitted; (c) no alcoholic beverages are permitted; (d) no object may be thrown over the side of the deck (this includes cigarettes); (e) objects are not to be placed on the ledge of the roof; (f) radio volume must be kept low or head phones should be used whenever possible and (g) no fireworks of any kind are to be ignited or used when on the rooftop deck including firecrackers, sparklers, roman candles, etc. The rooftop deck is open during the following hours: **8:00 a.m. –12:00 midnight**. The Building has the right at any time, for any reason, to close the rooftop deck (see attached roof guidelines).

Lessee and their guest must be quiet when walking on the 27th floor and while on the stairs leading to the roof.

34. The following rules for the Health Club must be observed:

a. No person under the age of 16 shall be allowed in the health club unless accompanied by a parent or an adult authorized in writing to be responsible for the child.

b. Club open to tenants only (maximum of 2 guests -must be accompanied by tenant).

c. All persons must sign-in when using the pool.

d. Lifeguard must be on duty when pool is open. No swimming is permitted if Lifeguard is not on duty.

e. All persons are requested to shower before entering the pool.

f. Persons with inflamed eyes, nasal or ear discharge, back or other evident skin or body infections shall be excluded from the pool.

- g. No diving, running, ball playing permitted.
- h. No pets allowed in club.
- i. No eating or drinking.
- j. Radio volume must be kept low or headphones used when possible.
- k. No street shoes permitted.

35. Residents are reminded that any object falling from a balcony can result in the serious accident. Objects, which can be picked up by the wind, must not be left on the balconies.

36. In order for the building to maintain a suitable image, only items of furniture appropriate to balconies may be placed on the balconies.

37. Any construction, other than minor repairs, must be inspected by the Superintendent. The managing agent must be notified in advance in writing of all major construction. The Superintendent has the right to inspect any repair work if questionable in nature.

38. Lessees will be held accountable for the actions of their guests and visitors. Anyone admitted to the building upon your approval should exit the building as quickly as possible and in the most direct route once his or her business with you is completed.

39. Any exception to these House Rules granted by the Lessor shall be revocable at any time.

40. These House Rules may be added to, amended, or repealed at any time by resolution of the Board of Directors of the Lessor. All additional memos distributed to tenants and shareholders by either the Managing Agent or Board of Directors should be immediately considered as addendums to these House Rules.