

HYDE PARK OWNERS CORPORATION

HOUSE RULES

These rules have been put together and apply to all shareholders (both resident and non-resident) of Hyde Park Owners Corporation, their guests and subtenants and all other persons residing at Hyde Park Gardens. In addition, where permitted by applicable law, relevant sections of these House Rules also apply to rent regulated and non-regulated tenants on the Property and the members of their households. They pertain not only to all apartments, but also all common areas including, but not limited to the buildings in which the apartments are located, vestibules, sidewalks, driveways and courtyards. Please make sure to read them as fines will be issued for violations of the House Rules

Please note that these House Rules are designed to help make Hyde Park Gardens a safe, clean and enjoyable place to live. The voluntary compliance of ALL residents with these House Rules is a vital component of the Corporation's efforts to ensure a high quality of life for all residents.

Note: for the purposes of these House Rules, a shareholder of Hyde Park Owners Corp. is referred to as "Lessee", and Hyde Park Owners Corp. is referred to as "Lessor" or the "Corporation". The Corporation's premises including both the apartments and/or common areas, is sometimes referred to as the "Property". The Lessor is sometimes referred to herein as Hyde Park Owners Corp., Hyde Park and Hyde Park Gardens.

LESSEES WILL BE HELD RESPONSIBLE FOR THE ACTIONS OF ALL OCCUPANTS OF THEIR APARTMENTS, THEIR SUBTENANTS, CHILDREN, GUESTS AND INVITEES, AND WILL BE HELD RESPONSIBLE FOR ANY DAMAGES RESULTING FROM THE ACTIONS OF SUCH PERSONS.

1. OBSTRUCTION, FURNISHING AND DECORATING OF VESTIBULES, COURTYARDS AND OTHER PUBLIC AREAS

- a. The entrances, vestibules, sidewalks, stairways, courts, and driveways shall not be obstructed or used for any purpose other than entry to and exit from the apartments in the buildings and for making and receiving deliveries.
- b. No mopeds, bicycles, scooter, motorcycles, strollers, baby carriages or other wheeled items or toys or other personal effects shall be allowed to stand in vestibules and public areas or courtyards of the buildings. Supermarket type shopping carts are not permitted on the Corporation's premises and are subject to immediate removal.
- c. Any resident may redecorate the vestibule of the building in which the resident's apartment is located provided the resident obtains the prior written consent of the Corporation AND of the Lessee or, in the case of an apartment occupied by a non-

Lessee, the named tenant of all other apartments sharing such vestibule. Such redecoration of vestibules will be at the resident's sole cost and expense and must comply with the Corporation's rules applicable to alterations.

2. RULES PERTAINING TO PUBLIC AREAS OF THE PROPERTY:

- a. No vehicle belonging to a Lessee or to a member of the family or guest, subtenant, or employee of a Lessee, or to any resident shall be parked in such manner as to impede or prevent ready access to or from any entrance of the buildings, garages, or parking areas, by another vehicle or pedestrian. Use of garages and outdoor parking areas is subject to such additional rules and regulations as the Corporation shall enact from time to time.
- b. Littering is prohibited. No food refuse, bottles, cans, cigar/cigarette butts, or other garbage shall be left on the grounds, benches, in laundry rooms, playground areas, vestibules, or other public areas. Please help keep the Property clean.
- c. The playing of loud or disturbing music by instrument playing, radios or other means is prohibited.
- d. No drinking of alcoholic beverages.
- e. Sale or use of drugs or other illegal substances will not be tolerated. Violators will be prosecuted.
- f. No loitering or "hanging out" **after 10:00 p.m.**
- g. No use of fire hydrants for any reason except as ordered by the Fire Dept. Hydrants will not be opened for recreational use, washing of cars, etc.
- h. No ball playing of any kind, or other sporting activity on the grounds.
- i. No use of fireworks or firearms. Violators will be prosecuted.
- j. Playgrounds will **close at dusk** and no one shall be permitted to use or hang out in such playgrounds after that time.
- k. No tree climbing or playing in trees. Lawns and trees shall not be abused.
- l. No playing in vestibules, stairways, garages or parking areas.

PERSONAL PROPERTY ON LAWNS, DRIVEWAYS, STEPS AND OTHER PUBLIC AREAS:

- (i) Outdoor holiday decorations are subject to the approval of Lessor and must be removed no later than 7 days after the relevant holiday. Lessor reserves the right to remove any decorations it determines are offensive or inappropriate.
- (ii) Portable basketball hoops are prohibited anywhere on Hyde Park property.
- (iii) All unattended toys, pools and personal property must be removed or stored neatly away out of sight after sundown.

3. EXCESSIVE NOISE

- a. No person shall make or permit any disturbing noises in the buildings , the apartments or in any area of the Property, or do or permit anything to be done therein, which will unreasonably interfere with the rights, comfort or convenience of other residents.
- b. No person shall permit the use of any musical instrument or permit the operation of a stereo/compact disc player, radio, television, exercise equipment or any other appliance in an apartment between the hours of 10:00 PM and 8:00 AM, Sunday-Thursday and 11:00 PM and 8:00 AM, Friday-Saturday to the extent that it shall unreasonably disturb or annoy other occupants of the buildings.

4. PLACEMENT & DISPOSAL OF ARTICLES

- a. No articles, including laundry, shall be hung or shaken from the doors, windows, trees, shrubs, or placed upon the window ledges of the buildings.
- b. No cigarettes, matches, trash, or articles of any kind are to be thrown from windows or disposed of in anything other than the proper container.

5. WINDOW COVERINGS

Windows should only be covered with blinds, shades, curtains or other products designed for window coverings. At no time should inappropriate items, such as bedspreads, sheets, or shower curtains be used as window coverings.

Windows in the apartment shall be kept clean and the method of cleaning shall comply with applicable law.

6. USE OF AIR CONDITIONERS

Air conditioners installed through building walls in any building on the Property are subject to prior written approval of Lessor in each instance.

Air conditioner units may be installed through a window. Air conditioners must not cause damage to windows. All units regardless of size must be installed with the proper brackets as may be specified by the air conditioner manufacturer or Lessor. The cost of repairing damage as a result of a faulty window air conditioner installation or operation will be charged to the Lessee of the apartment. All window air conditioners are subject to periodic maintenance inspection. Any window air conditioner not installed properly will require immediate correction. If maintenance is required to correct the problem then the responsible Lessee will be charged our normal hourly billing rate plus a fine (See Section 29 of these House Rules for schedule of fines).

PLEASE NOTE: LESSEES MUST ACCURATELY REPORT TO THE LESSOR THE NUMBER OF AIR CONDITIONERS INSTALLED IN THEIR APARTMENT AND MUST PROMPTLY UPDATE SUCH INFORMATION AS NEEDED. IN ADDITION TO THE FINES SET FORTH IN SECTION 29 FOR IMPROPER INSTALLATION OR MAINTENANCE OF AN AIR CONDITIONER, LESSEES WILL ALSO BE CHARGED A FINE OF \$250.00 FOR EACH UNREPORTED AIR CONDITIONER AND WILL BE BACK BILLED AN AIR CONDITIONER USAGE FEE OF \$300.00 FOR EACH SUCH UNREPORTED AIR CONDITIONER.

AMENDED

As of September 4, 2008, all air conditioning units must be installed through the wall, no window units are permitted. If the air conditioning unit is currently in the window and is being replaced or removed, you may not reinstall it through the window. It is now the policy of the corporation that any air conditioners installed must be done so through the brick veneer wall by a licensed and insured contractor. This is the Shareholder's sole expense and responsibility. The Corporation assumes no responsibility for any damage, including leaks during or after installation.

7. PASS KEY

Lessor may retain a key to all locks in each Apartment. If any lock is altered, or a new lock is installed, the Lessor shall be provided with a key thereto, immediately upon such alteration or installation. In the event of an emergency if a Lessee does not provide access to the Apartment and has not furnished a key to the Apartment to Lessor, then Lessor, may forcibly enter such Apartment without liability for damages or trespass by reason thereof and Lessee shall be responsible for the costs incurred in gaining such access and the damage resulting from such forcible entry.

8. PLANTING & REMOVAL OF FLOWERS, ETC.

a. Vegetable gardens are not permitted anywhere on Hyde Park grounds.

- b. No rusted or unsightly fencing is to be used. All fencing or garden materials must be free of exposed nails, splinters or any other dangerous conditions. Any perimeter fence around a garden should be no higher than 4'.
- c. Pesticides may only be used in accordance with applicable law.
- d. Garden areas must be kept clean at all times.
- e. Garden areas must not be objectionable or unsightly.
- f. At the end of each growing season the garden must be cleaned and the soil tilled. If the garden is abandoned, it must be restored to its original condition using grass seed or sod.

PLEASE NOTE: USE OF COMMON AREAS FOR GARDENS IS NOT A RIGHT, BUT A PRIVILEGE. LESSOR RESERVES THE RIGHT TO REVOKE GARDEN PRIVILEGES IN ITS SOLE DISCRETION, INCLUDING, WITHOUT LIMITATION, FOR AESTHETIC REASONS. IN SUCH EVENT, THE GARDEN WILL BE REMOVED WITH NO LIABILITY TO LESSEE OR ANY OTHER PERSON.

9. ALTERATIONS TO APARTMENTS.

Lessees are reminded that pursuant to their proprietary lease all alterations to their apartments require the prior written consent of Lessor. Lessees must comply with Lessor's alteration policy as same may be amended from time to time including the form of alteration agreement prescribed by Lessor. Lessees are directed to check with Lessor's managing agent to make sure whether any planned work constitutes an alteration subject to Lessor's approval.

Lessees are responsible for the maintenance and upkeep of all alterations made to their apartment, whether performed by Lessee or its predecessor(s).

Lessor approved construction, repair work or other activities involving loud noise shall be permitted only between the hours of 8:30 A.M. and 5:30 P.M. weekdays and between the hours of 10:00 A.M. and 3:00 P.M. on Saturdays only. Work may not be performed on Sundays and legal holidays. Lessees must obtain prior written permission from Lessor to perform repairs at any other time.

Lessees are urged to stop by the management office to pick up a copy of the alteration policy so that they may familiarize themselves with the applicable provisions prior to planning work.

NOTE: THE FINE FOR EACH UNAUTHORIZED ALTERATION IS \$1,000. IN ADDITION, LESSOR RESERVES THE RIGHT TO REQUIRE LESSEE TO REMOVE THE ALTERATION AND RESTORE THE APARTMENT TO ITS PRE-ALTERATION

CONDITION.

10. USE OF SIGNS, NOTICES, AND/OR ADVERTISEMENTS.

No sign, notice, advertisement or illumination shall be posted on or at any window or other part of the buildings or on any part of the Property except such as shall have been approved in writing by Lessor in each instance.

11. USES AND REPAIR OF TOILETS.

Toilets shall not be used for any purpose other than those for which they were constructed nor shall any rubbish, diapers, sanitary products, or other article be thrown into the toilets. Lessee, in whose apartment damage has occurred, shall pay for the cost of the repair and any damage resulting from misuse of any toilet.

12. USE OF SATELLITE DISH OR TELEVISION AERIAL.

No aerial or satellite dish shall be attached to or hung from the exterior of any apartment, building or other part of the Property except by Lessor. Lessor reserves the right to remove any aerial or, satellite dish and bill Lessee, as the case may be for any damage resulting from the installation and/or removal.

13. EXTERMINATION.

Lessor offers the services of an exterminator. Employees of Lessor and any contractor or workers authorized by Lessor may enter any apartment or garage upon reasonable notice for the purpose of inspecting to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests. If Lessor must take measures, legal or otherwise to control an infestation due to Lessee's failure to maintain the apartment in a sanitary condition, the cost of such measures shall be payable by Lessee as additional rent.

14. CLEANLINESS.

In accordance with the proprietary lease, Lessees shall keep their apartments in good repair and in a safe, sanitary and clean condition.

15. EMPLOYEES

No Lessee shall send any employee of the Lessor out of the Property on any private business of a Lessee.

16. GROUP TOURS/TAG SALES

No group tour or exhibition of any Apartment or its contents shall be conducted, nor shall any auction, moving, or "tag" sale be held in any Apartment, without the consent of the

Lessor.

17. SECURING OF INTERIOR AND EXTERIOR DOORS.

All common doors (including vestibule doors) should be closed and locked at all times.

18. INSTALLATION AND USE OF APPLIANCES.

Any installation of a washing machine, and electric dryers or dishwasher must meet the specifications set forth by the appliance manufacturer and Lessor.

Gas dryers are not permitted on the property.

If the installation of the appliance requires the alteration of any interior or exterior portion of the building (e.g. vent holes, new electrical wiring, or new plumbing), the proper alteration agreement must be submitted to and approved by Lessor prior to performance of the work.

When installing a washing machine in any apartment, back flow prevention valves (check valves) must be installed on all supply lines to prevent dirty water from contaminating the main water supply and water fluctuations within the building plumbing lines. Residents also must have the machine properly hooked up to the building systems and installation must be done by a licensed plumber.

19. LAUNDRY ROOMS

The laundry rooms and the equipment in the laundry rooms shall be used in the manner for which they were designed to be used. Lessees shall not dry or air clothes from any apartment or public area windows or from any fixture attached to any windows or portion of any buildings, except as may be designated by Lessor expressly for such purpose.

20. PARKING AND USE OF VEHICLES, TOWING POLICY & SPEED LIMIT.

Only vehicles that have valid parking license agreements with Lessor are permitted to park in Lessor's parking facilities. Parking is permitted only in spaces designated by Lessor and any violation thereof may be subject to a fine and or towing of vehicle at the owner's expense. Parking or driving on grassy areas is not permitted at any time.

Those vehicles illegally parked will be stickered immediately. If not moved in a reasonable amount of time, the car may be towed. Illegally parked vehicles include, but are not limited to, vehicles blocking access to or from any area of the Property including oil delivery zones, dumpsters and other vehicles, and vehicles parked in designated "no parking" zones.

All cars parked on the Property must be in operable condition.

Storage of non-operable vehicles is prohibited unless authorized in writing by Lessor.

Residents may not exceed the speed limit of five (5) miles per hour on the Property, or "run" their motor unnecessarily or objectionably.

No motor vehicle (including auto, motorcycle, scooter) repairs may be performed on the Property, including common areas, as well as Garage and Parking areas and no oil or other vehicle fluids may be disposed of on the Property.

Vehicles may not be washed on the Property.

21. PETS.

This section was amended June 5, 2008.

Residents and their guests who own pets must abide by all City of New York animal regulations. Hyde Park Gardens Owners Corp. gives its approval to New York City to enforce all applicable pet laws on Hyde Park Gardens Property. New York City may enforce penalties for violations of applicable NYC ordinances without regard to any remedies pursued by Hyde Park Owners Corporation.

- a. As of the date of enactment of this paragraph 21, no more than two (2) dogs weighing not more than 50 pounds may be kept in any apartment at any one time.
- b. Pet owners who reside in Hyde Park Gardens or visit Hyde Park are subject to all rules and regulations of the co-op including all rules that pertain to dogs. Hyde Park additionally reserves the right and will make claim against any resident whose guests have not been in compliance with the Hyde Park Gardens House Rules. Resident pet owners are responsible for ensuring that their occupants and guests comply with the rules and regulations set forth in this document and will additionally be held responsible for any violations of these rules by their lessees and lessee's guests.
- c. Any person keeping or maintaining any pet upon any portion of the property shall be deemed to have agreed to indemnify and hold harmless Hyde Park Owners Corporation from any loss, claim or liability of any kind whatsoever arising out of the maintenance or upkeep of such pet on the property.
- d. Residents may bring pets into the common areas designed for passive use such as grassy open space areas provided that the pet owner:
 - Has direct control of their pet on a leash at all times.
 - Abides by all Hyde Park Gardens pet rules.
 - Curbs their dog according to NYC law.
- e. Dogs must not be walked or allowed to defecate or urinate on the lawns or in the courtyards.

- f. Pet owners and their guests are responsible for the immediate removal and proper disposal of animal waste on all portions of the property, including NYC maintained curbs and sidewalks.
- g. Pet owners and their guests must keep their pets leashed and under the direct control and supervision of their owner at all times while on the common property.
- h. Pets shall not be permitted to cause unsanitary, dangerous or offensive conditions, or to make noise of sufficient volume to interfere with other residents' rest or peaceful enjoyment of their property. In accordance with NYC 2006 Noise Ordinance Into 397-A, excessive barking which is prohibited and also subject to NYC enforcement is defined as: Continuous Animal Noise Inside a Residence for More Than 10 Minutes Between the Hours of 7 A.M. and 10 P.M. **OR** More than 5 Minutes at all other times. Pet owners and their guests are responsible for ensuring that their pet does not attack or otherwise interfere with the freedom of movement of persons in Hyde Park Gardens, attack other pets, create a threatening disturbance in any way, bark excessively or create a nuisance.
- i. Pet owners, guests and shareholders are responsible for any property damage or injury that their pet may cause or inflict anywhere within Hyde Park Gardens.
- j. Dogs shall not remain unattended without proper care for more than 12 hours. No resident shall engage in any act of cruelty toward any animal. Any act of cruelty witnessed should be reported to Hyde Park Gardens' security and the appropriate city agency. Residents shall not abandon any pets or animals on Hyde Park Gardens' Property.
- k. **Commercial Breeding of Pets in Hyde Park Gardens is prohibited.**
- l. **Feeding of pets in common areas is prohibited as is feeding of animals that are not pets (including squirrels, birds or strays) on Hyde Park Gardens' common property.**
- m. **Fine Provision:** Pet owners and/or the shareholder will be held responsible for the actions of their pets or their guests' pets and subject to fines in accordance with these House Rules. The fine will appear on the shareholder's maintenance bill.
- n. **Pet Removal Provision:** Shareholders who violate one or more of the pet/animal provisions will be subject to legal action including forced removal of the pet and/or termination of their proprietary lease. If the pet belongs to a rental tenant, Hyde Park Gardens will seek termination of the rental lease or not grant consent for its renewal. If the pet is not removed or the parties and Hyde Park Gardens Corp. fail to reach an acceptable resolution to the problem, a legal action will be commenced by Hyde Park Gardens Corp.
- o. **Collection Provision:** All fines, costs and expenses necessary to enforce this resolution will be levied against the shareholder and shall be an assessment against the

shareholder's proprietary lease and subject to all lien and collection powers of Hyde Park Gardens Corp.

p. **Fine Schedule:**

- 1st violation \$100
- 2nd violation \$200
- 3 or more violations \$300

22. USE & STORAGE OF BARBECUES.

Residents are permitted to use both charcoal or gas barbecues provided that such use is strictly in compliance with applicable New York Fire Department rules and regulations.

In addition:

- Barbecues must be used in a safe manner and kept away from any combustible material and at least fifteen feet from buildings, trees and overhanging branches and used so as not to create a hazard or nuisance (including directing smoke into apartment windows), to adjacent apartments.
- For gas barbecues, only grills utilizing propane tanks with a 16.4 ounce capacity or less are permitted.
- A garden hose connected to a water source or a fire extinguisher meeting the requirements of FC906 with a minimum 4-A rating must be readily accessible during the use of the barbecue.
- Hot grills should never be left unattended.
- Coals must be cold before disposed of in dumpsters.
- All propane tanks must be stored with valves closed.
- Seasonal storage of no more than 2 propane tanks are permitted, but the tanks must be empty.
- At the end of the summer season, barbecues should be covered with a green or black covering and neatly placed out of sight or removed and stored.

23. CARPETING OF APARTMENTS & STAIRWAYS.

All residents must have 80% of each room including passageways and stairways (other than kitchens and bathrooms) carpeted (with wall to wall carpeting or area rugs) with padding or covered with other similarly effective noise reducing material.

All new residents must comply with the carpeting rules within 30 days after taking

occupancy and permit Lessor to inspect the apartment to verify compliance.

24. SUBLETTING.

All sublets, including renewals of subleases, must comply with the proprietary lease and Lessor's subletting procedures. Please contact Lessor's managing agent for a copy of the sublease package containing the sublease application and applicable fees and procedures.

LESSEES SHOULD REMEMBER THAT THEY ARE RESPONSIBLE FOR THE ACTIONS OF THEIR SUBTENANTS AND THE SUBTENANTS' COMPLIANCE WITH THESE HOUSE RULES. VIOLATION OF ONE OR MORE OF THESE HOUSE RULES MAY RESULT IN CANCELLATION OR NON-RENEWAL OF A SUBLEASE.

Note: The fine is \$1,000.00 per month for each month or part thereof that Lessee sublets its apartment in violation of the proprietary lease and/or Lessor's subletting procedures, in addition to all legal fees and other costs incurred by Lessor as a result of such non-complying subletting. Lessor reserves all rights in the event of non-complying sublease including termination of Lessee's proprietary lease.

25. REFUSE.

a. **RECYCLING.**

Recycling is the law in New York City and all residents must separate recyclable items from the rest of their trash and comply with all applicable recycling regulations. In addition, removal of any items from recycling bins or bags, and/or removal of the bins or bags themselves, by shareholders, tenants and/or residents is strictly prohibited. Failure to comply with applicable recycling/garbage regulations (including, but not limited to the provisions of this section 25), may result in violations from the City imposing fines and/or other penalties which will be passed on to the offending shareholder(s) as additional maintenance; and in addition, such failure will constitute an unreasonable interference with the rights of, and annoyance of other lessees in violation of the Lessor's form of proprietary lease.

b. **WET (BAGGED) GARBAGE & BULK ITEMS.**

Wet garbage is all refuse, waste, etc. that is not recyclable and will be picked up in the container by your doorstep each morning except on legal holidays.

All wet debris is to be securely wrapped or bagged in small package size.

c. **BULK ITEMS**

Bulk items must be put out in the morning for pickup Monday through Friday only. No bulk items should be disposed of on the weekends. Please call the management office for guidance as to where to put an item for removal.

26. MOVE IN/MOVE OUT.

An individual can move in or move out everyday between the hours of 8AM - 6 PM.

Security must be notified of all move ins/outs prior to commencement.

Moving trucks are not permitted to park on lawns, sidewalks, or courtyard grounds or any other unauthorized areas.

The cost to repair any damage to the buildings or Property as a result of moving in or out will be charged to the responsible Lessee.

27. COMPLAINTS

Complaints regarding the Apartment, buildings, or any part of the Property shall be made in writing to Lessor.

28. WINDOW ACCESS

Except in the event of a health and safety emergency no individual may enter or exit any apartment through the windows.

29. ODORS/SMOKE

- a) In clarification of paragraph 18 (b) of the Lessor's form of proprietary lease, the reference to unreasonable odors shall include, but not be limited to, cigarette, cigar, marijuana, incense odors, waterpipes (including hookah), e-cigarettes and/or the second hand smoke they produce. In further clarification of paragraph 18 (b), such odors and/or the second hand smoke shall constitute an unreasonable interference with the rights of, and annoyance of other lessees.
- b) In accordance with local law 17-506.1 of the New York City Administrative Code, the following smoking policy has been adopted by the Lessor. All shareholders, tenants and guests must abide by this smoking policy, or the Board will take such action as it may deem necessary. The policy is as follows:
 - i. Smoking is permitted within the apartments. Shareholders are responsible to take measures to ensure that smoke or any odor of smoke does not infiltrate neighboring apartments or any of the Corporation's indoor and outdoor common areas, including but not limited to the vestibules and courtyards.
 - ii. No smoking of cigarettes, cigars, marijuana, pipes or any other product, including but not limited to electronic cigarettes, is permitted in any of the Corporation's private parking garages or

indoor common areas, including but not limited to the vestibules, the laundry room and the management office.

- iii. Smoking is permitted in the outdoor common areas of the Corporation, including but not limited to courtyards, walkways and parking lots. However, no smoking of any of the products previously stated in this policy is permitted within 10 feet of any window of any of the Corporation's buildings or within 10 feet of any of the Corporation's playgrounds, clothesline areas, stoops and steps leading to apartments, and/or any of the Corporation's benches.

30. FINE SCHEDULE

For House Rules that do not have a fine allocated to them the following fine schedule will be used:

1 st offense	Warning notice
2 nd offense	A fine of \$25.00 will be imposed
3 rd offense	A fine of \$50.00 will be imposed

Should the offense continue after the 3rd offense, a fine of \$150.00 will be imposed and the matter will be sent to the attorneys for further action Lessee will be held responsible for all attorneys' fees and expenses and the expenses of any resulting litigation.

These House Rules are subject to change by Lessor. Any consent or approval given under these House Rules by Lessor may be revoked by Lessor in its sole discretion.