

THE BREVOORT EAST

HOUSE RULES

20 East 9th Street Corporation

Edition Date:

May 2014

20 East Ninth Street Corporation

**20 East 9th Street
New York, NY 10003**

Dear Residents,

We are pleased to share with you the current version of The Brevoort East House Rules. These House Rules were adopted to keep our building as comfortable as possible and allow each shareholder to enjoy the comforts of cooperative living without infringing on the rights of fellow neighbors.

There are a number of changes from the past editions. These changes reflect current policies of which you have already been informed. We ask that you keep this booklet handy for reference and abide by the rules therein.

Sincerely,

Board of Directors

20 East Ninth Street Corporation

House Rules

1. Hallways, Stairways and Roof

The public halls, stairways and roof of the building shall not be obstructed or used for any purpose other than entrance to and exit from the apartments in the building and the fire towers should not be obstructed in any way. Personal property, including, but not limited to: Bicycles, rubber boots, other footwear, umbrellas, umbrella stands, doormats, clothes racks, walkers, or other objects should not be placed outside the apartment entrance or service doors or in any other public areas, including hallways, staircase landing of the fire towers. Nothing shall be hung or shaken from the doors, windows, terraces or balconies. Deliveries by trade people must be delivered inside apartments. In the event a tenant is not at home, parcels (including groceries) must be left at the front desk in the lobby . Smoking is prohibited in the lobby, elevators, hallways, stairways, roof areas, and other public areas of the building. No Tenant-Shareholder shall be permitted on the common roof of the building without the permission of the Apartment Corporation, the managing agent or the Superintendent.

2. Patients/Clients

No patient, client or other professional of any doctor who has offices in the building shall be permitted to wait in the lobby.

3. Children's play

Children shall not play in the lobby areas, public halls, courts, stairways, gardens, fire towers or elevators and shall not be permitted on the roof.

4. Hall Decoration

No public hall shall be decorated or furnished by a Tenant Shareholder in any manner.

5. Construction

Any proposed construction or alteration involving the walls, floors, ceilings, windows, terraces, wiring or plumbing in your apartment must receive approval of the Board of Directors before work may commence. A security deposit (determined by the scope and type of work) shall be required prior to the work commencing; it will be refunded immediately following the conclusion of such construction if no damage has been done to the common areas of the building as a result of such work and receipt of a "Certificate of Completion"¹. The Tenant shareholders shall complete an "Alteration Agreement" which is available from the Managing Agent. An independent review by an architect may be required at a nominal charge to the Tenant Shareholder. The contractor(s) shall carry liability insurance as specified by the Managing Agent. The Alteration Agreement will detail the conditions under which the work shall be carried out. The contractor shall be made aware of House Rules 5, 9 12, 26, 27 and 28.

All contractors are responsible for the removal, from the building, of any debris that results from construction, repair work or installation.

Any work that deviates from the agreed upon Alteration Agreement or any contractor that does not adhere to the house rules referenced above, may be subject to a project shutdown by the Superintendent, Managing Agent, or Board of Directors.

Construction, repair work, painting, staining and installation is only permitted Monday through Friday (not including legal holidays) and only between the hours of 9:00 a.m. and 5:00 p.m. All contracted workers are expected to exit the building by 5:30 p.m.

Building staff and contractors (who are authorized by building staff) may perform emergency related work outside the time frames referenced above.

Phone repairs and cable repairs may take place from Monday through Saturday at the time appointed.

¹. *Only required if as a condition of the Corporation consenting to the alteration, a Building Permit was required by and filed with the New York City Department of Buildings.*

6. Noise

No Tenant Shareholder shall make or permit any disturbing noises in the building, including but not limited to sounds emitted from television sets, stereo equipment or similar electronic equipment, or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Tenant Shareholders. Tenants shall take care to avoid slamming the doors to their apartments. No Tenant Shareholder shall play upon or permit to be played upon any musical instrument or operate a musical sound system or television in such Tenant Shareholder's apartment **between the hours of ten o'clock p.m. and the following eight o'clock a.m.** if the same shall disturb or annoy other occupants of the building.

7. Moving

Any Tenant Shareholder or subtenant wishing to move in or out of the building must make advance arrangements with the Superintendent for access to the service elevator (at least 36 hours prior to such move). Move-ins may begin after 8:30 a.m. on Monday through Friday (except on holidays), but not later than 4:00 p.m. and must be completed no later than 8:00 p.m. of the same day. Move-outs may begin after 8:30 a.m. and must be completed by 6:00 p.m. on Monday through Friday (except holidays). Since the building has only one service elevator, only one move may be scheduled at a time. These procedures also apply to the delivery or pick-up of furniture. A security deposit shall be required prior to commencing any moving in or out. This deposit will be refunded immediately following the conclusion of such move if no damage has been done to the common areas of the building, as the result of such move.

8. Window treatment

No awnings, except for use over terraces, window air conditioning units, ventilators or other similar equipment shall be used in or about the building except such as shall have been expressly approved by the Apartment Corporation or the Managing Agent, nor shall anything be projected out of any window of the building without similar approval.

9. Window display

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 Apartment Corporation or the Managing Agent.

10. Bicycles, etc.

Baby carriages, small children on tricycles, scooters or similar vehicles (accompanied by an adult) shall be allowed in the lobby and passenger elevators. No other bicycles shall be allowed through the front entrance, in the lobby or in the passenger elevators. Bicycles must enter and exit through the garage or service stairs and must use the service elevator. There shall be no roller skating, skateboard riding or scooter riding in any part of the building. The above mentioned vehicles shall not be allowed to stand in the public halls.

11. Parcels

No baggage, parcels or personal property of any description shall be left in the outer or inner lobby, but should be left at the desk.

12. Messengers, trade people

Messengers, workmen, dog walkers, delivery people and trade people shall use the service elevator of the building for all deliveries to and from apartments. The passenger elevators may be used by domestic employees, nurses and caregivers in the regular employment of Tenant-Shareholder. Tenant Shareholders shall use the service elevator for transporting all large bulky, unusual or unsightly articles or items which are potentially dirty or damaging to the passenger elevators. These deliveries shall include household furniture and large items. Deliveries are to be made only during the hours when the service elevator will be in operation. If any delivery will require more than one trip of the service elevator, prior arrangements must be made at least 36 hours in advance with the superintendent.

13. Toilets / Water Apparatus

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, cat litter 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 Tenant Shareholder in whose apartment it shall have been caused. No garbage disposal unit shall be permitted without the consent of the Apartment Corporation.

14. Building employees

No Tenant Shareholder shall send any employee of the Apartment Corporation out of the building or give any orders or instructions to any employee. All suggestions as to the manner in which employees are to perform their duties or complaints as to behavior or actions of employees should be directed to the Superintendent or Managing Agent. (Please see Rule #24).

15. Pets

No bird or animal, other than a cat or dog, shall be kept or harbored in the building unless the same in each instance are expressly permitted in writing by the Apartment Corporation. The Board of Directors may at any time deny permission to any occupant of the building to keep, harbor, or continue to keep or harbor, any dog or cat. (*Please see addendum for further rules related to dogs and cats.*)

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.

16. TV/Radio aerials

No radio or television aerial or satellite dish or other wire shall be attached to, strung from, or hung from the exterior of the building without the prior written approval from the Apartment Corporation or Managing Agent.

17. Street parking

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

18. Laundry facilities

All laundry shall be transported to and from the laundry room via the service elevator only. Tenant-Shareholders shall not install, maintain, or otherwise operate any washing machine, dryer, or combination washer/dryer within any apartment. Notwithstanding the foregoing, those shareholders who have within their apartments a washer and or dryer as of November 1, 2008, will be permitted to continue to keep them (as "Grandfathered Machines"). Under no circumstances will the right to maintain and operate Grandfathered Machines be transferrable when an apartment is sold. In the event a Grandfathered Machine needs to be replaced, tenants, upon giving written notice to the Board, shall be permitted to replace the Grandfathered Machines provided that said appliances are installed by properly licensed and insured plumbing personnel and connected to specifically designated plumbing connections which shall only service the aforesaid appliances. Should an Apartment lack specifically designated plumbing connections which may be utilized for the installation of the appliances referenced in this Rule, then Tenant may seek to create such connections in accordance with an Alteration Application submitted by Tenant (in the form adopted by the Board for any other alteration of an Apartment, and subject to the rules governing any other alteration of an Apartment). The installation and use of any of the appliances specified in this rule must be in conformity with all applicable governmental laws, codes and ordinances." In the event that any washer and or

dryer causes damage to the building or other apartments, the Board of Directors reserves the right to revoke the right of the tenant shareholder to maintain a washer and/or dryer.

19. Laundry/storage space relocation

The Apartment Corporation shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

20. Floor coverings

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-reduction material, to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, closets and foyer. The covering of floors with furniture in an apartment shall not be counted as being covered in accordance with this rule unless the furniture is constructed of a solid base and sits flush to the floor with no passage of air or space in between thereof.

21. Tours, exhibitions

No tour of the building or exhibition of any apartment (including broker open houses) or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Apartment Corporation or its Managing Agent.

22. Window cleaning

The Tenant Shareholder shall keep the windows of the apartment clean. In case of refusal or neglect of the Tenant Shareholder after 10 days notice in writing from the Apartment Corporation or the Managing Agent to clean the windows, such cleaning may be done by the Apartment Corporation, which shall have the right, by its officers or authorized agents, to enter the apartment for this purpose and to charge the cost of such cleaning to the Tenant Shareholder.

23. Service elevators

Service elevators shall be operated only by employees of the Apartment Corporation, and there shall be no interference whatever with the same by the Tenant Shareholders or members of their families or their guests or employees.

24. Complaints

Complaints regarding the service of the building may be made in person or in writing to the staff at the front desk, or to the Superintendent or the Managing Agent. A copy of such written complaints should be retained by the Tenant Shareholder. In the event that such complaints are not attended to, the Tenant Shareholder should notify in writing the House Committee or representative of such an occurrence and the nature of the complaint.

25. Garage and driveways

The Tenant Shareholder will abide by all arrangements made by the Apartment Corporation with the garage operator with regard to the garage and driveways thereto.

26. Trash

No bottles, aerosol cans, recyclables or magazines shall be dropped down the trash compactor chute, but shall be deposited in the trash containers in the service elevators area. Newspapers (black and white sections only) shall be stacked neatly on the floor of the service elevator area. In no event shall any debris be left on the floor or incinerator rooms. All garbage is to be securely wrapped or bagged in packaging which easily fit into the trash hopper panel. Garbage is to be completely drip free before it leaves an apartment and carried to the appropriate disposal location.

27. Large trash

Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed in trash compactor chute. Items of this nature shall be left at service elevator areas between 8:30 a.m. and 8:00 p.m. and service employee summoned to dispose of them by way of the service elevator.

28. Inflammable trash

Under no circumstances should oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances or lit cigarettes or cigar stubs be thrown into trash compactor chute.

29. Vacuum bags, etc.

Vacuum cleaner bags must never be emptied into the trash compactor chute. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed into the chute.

30. Moist refuse

The service elevator operator or the desk shall be notified of any drippings or moist refuse on trash closet floor and corridors.

31. Terraces/Balconies

Rules drafted by Lane Engineering Consulting, P.C. concerning the utilization of Terraces and/or Balconies to which Tenant-Shareholders have access and/or use have been adopted by the Corporation as Rules, and are attached hereto as an Addendum to these Rules. *Addendum to House Rule 31 found on pages 13.

Liability for damage to the building structure and/or systems or to other apartments as a result of plantings or other items placed on balconies and/or terraces is the responsibility of the tenant-shareholder entitled to use and/or access same.

32. Inspections

The agents of the Apartment Corporation, and any contractors or workmen authorized by the Apartment Corporation may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures as may be necessary to control or exterminate 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 Apartment Corporation takes measures to control or exterminate carpet beetles, the case thereof shall be payable by the Tenant Shareholder within 10 days. Notice will be given if possible to the Tenant Shareholder.

33. Apartment keys

Each tenant shall surrender to the Apartment Corporation a key or keys to his/her apartment. No tenant shall alter any lock or install a new lock on any door leading into the apartment of such tenant without providing the Apartment Corporation with a key for the Corporation's use. If this rule is not observed and it becomes necessary for any reason to break into an apartment, the tenant shall be liable for all damages to the door and for all damages to any other parts of the building caused by the delay in obtaining access to the apartment. **All keys are safely stored and logged into the building's KeyTrak system.**

34. Maintenance in arrears

All maintenance must be received by the Apartment Corporation no later than the 15th day of any given month that is being billed. Any Tenant Shareholder in arrears for any portion of maintenance and/or other charges due the Apartment Corporation will be charged a late fee of fifty dollars (\$50.00).

35. Canvassing, Solicitation

Canvassing, soliciting, or peddling, or the distribution of any fliers or advertising material to tenant's doors is prohibited. No occupant of the building shall permit any non-occupant to engage in any such activity. Tenants should report promptly any violations of this rule to the desk or Superintendent or Managing Agent.

36. Infractions of House Rules

Employees are instructed to report any infractions of these rules to the Superintendent or Managing Agent. Tenants are requested to report any infractions to the Superintendent or Managing Agent.

37. Amendments

These House Rules may be added to, amended or repealed at any time by resolution of the Board of directors of the Apartment Corporation. Any consent or approval given under these House Rules by the Apartment Corporation shall be revocable at any time.

Addendum

House Rules for Owners with Dogs & Cats

The Brevoort East is a pet friendly building and continues to welcome tenants and their pets. It is important for tenants who own pets to respect the rights of the other tenants. The Board requires all pet owners to follow the rules that are outlined below:

- *No dog or cat is allowed to wander through any public area at any time.*
- *Dogs and cats are not permitted to run the hallways at any time or in any manner.*
- *All dogs must be carried or leashed in all public areas of the building, including the elevators and hallways*
- *In the event a tenant with a dog, upon entering an elevator, finds another tenant using the elevator, he or she should ask if there is an objection to the dog riding in that elevator. If there is an objection, then that tenant and dog should wait for another elevator.*
- *Dogs should be properly curbed away from the building facade. No Dog is allowed to urinate or defecate on the building walls, in the garden areas or in proximity to building common areas.*
- *Owners are responsible to make sure that their pet does not make incessant noise, which would otherwise disturb other tenant shareholders.*
- *If any dog and cat causes damage, discoloration to carpets, floors, or walls, in any public area, the owner shall be responsible for cleaning and/or repair to such area.*
- *No subtenant is permitted to keep a pet.*

LANE ENGINEERING CONSULTING, P.C.

Vincent J. Lane, P.E.
President

Douglas C. Lane, P.E.
Vice-President

March 19, 2014

Shareholders of Balcony and Terrace Roof Systems
Brevoort East
20 East 9th Street
New York, New York 10003

Re: Brevoort East
20 East 9th Street
Shareholder Care and Maintenance Guide for Terraces and Balconies

Dear Shareholder:

This letter details our recommended care and maintenance guidelines for balconies and terraces at the subject property. The guidelines are meant to provide direction to the shareholder for general upkeep and care of the roofing systems in order to keep roofing manufacturer warranties valid. All new roofing systems have come with a 20-year warranty from the manufacturer.

In order to keep the warranty valid, the owner is required to maintain the system in accordance with the roofing manufacturer's care and maintenance guide and to promptly notify Building Management of any conditions that may adversely affect the waterproofing system. Building Management can then contact the engineer and manufacturer to ensure that conditions are addressed in a timely manner.

As per manufacturer requirements, Building Management is required to perform a biannual care and maintenance log of the roofing systems. This will require a hands-on inspection of the terrace and balcony areas by the building engineer. Access must be provided by the shareholder and inspection shall be coordinated by Building Management.

The shareholder will be held accountable if conditions are not maintained as per this care and maintenance guide. If you have any questions regarding a balcony or terrace condition please contact management so that the engineer can be consulted and conditions reviewed.

1. Regular Inspections

In order to correctly maintain terrace and balcony areas the shareholder should report to the Building Management any evidence of physical damage, displacement or other conditions that may have an effect on the roofing or waterproofing system. Deterioration of rising walls, sealants, coatings, sheet metal flashings, pipes, drains, and any unusual exposures or conditions that may have an effect on the roofing or waterproofing system should also be reported.

2. Maintaining and Cleaning the Roofing or Waterproofing System

The roofing or waterproofing system must be maintained free of debris that may result in damage. When necessary, low-pressure tap water dispensed from a garden hose and/or brooms may be used to remove dirt and debris from the surface of the roofing or waterproofing system. Mild detergents may be used to clean surfaces, then use clean water to remove the detergent. Please check with Building Management for approval prior to use of detergents. Prevent dirt, debris and other inappropriate materials from entering drainage systems. Dirt and debris must be swept up and gathered prior to washing water down the drain system. Tools that may damage the roofing or waterproofing system, such as metal shovels and rakes, are not allowed. High-pressure water should not be used unless specifically authorized by the Building Management.

3. Corrosive Substances

Use of corrosive substances at roofing system areas is prohibited. Damage from exposure to corrosive substances, for example, animal guano, chlorofluorocarbons, solvents, gasoline, kerosene, turpentine, or other hydrocarbons, acids, alkalies, salt, oil, fat, grease, damaging exhausts, or residue from any of the foregoing will have a negative impact on the integrity of the roofing or waterproofing system.

4. Drains

Drains are to be kept clear of debris and leaves, and should be checked periodically to ensure that there is adequate flow and proper evacuation of the water from the terrace or balcony. The shareholder should notify Building Management immediately if there is no flow through the drain. Regardless of the source of leaves and debris, the shareholder is responsible to remove and dispose of all leaves and debris on their balcony and terrace. If an inordinate amount of leaves are from an identifiable source, the shareholder should notify Building Management.

Drains must be kept uncovered and visible at all times. Exterior rugs, "astroturf," or other surfacing treatments are not allowed as they may impede the flow of substrate water to the drain. Where terraces adjoin, care should be taken not to allow drainage water to run onto the neighboring terrace. Shareholders shall not permit water to go over the terrace wall of dividing partition onto a neighboring terrace and shall be held responsible for any damage to other apartments, residents or passers-by.

5. Planter Design

Planters are to be of a durable, stable designs that are able to be moved without disassembly, and shall include a liner or construction that contains soil, fertilizer, potting materials, or other components of the plantings. All new planter designs are to be reviewed and approved by the Building Management. Periodic inspection of planters by the Building Management may be performed to ensure compliance. Deteriorated planters will have to be removed or replaced at the shareholder's expense. Weight of planters it to

be performed by assuming a mixture of potting soil, fully saturated with water, with a density not less than 64 pounds per cubic foot, plus the weight of the planter structure itself.

6. Planter Installation

Planters weighing more than 100 pounds shall be installed on dunnage to allow water flow and drainage and to spread the weight of the planter to meet the allowable load as necessary. The planters are to be installed to maintain not less than 4" from the parapet structure or rising wall to ensure proper air flow. Plants cannot be placed on the parapet copings, and trees must not overhang the edge of the building for safety reasons.

7. Planter Drainage

Suitable weep-holes shall be provided in the planters to allow water to drain onto the balcony or terrace waterproofing system and can flow unimpeded to the drain. It is the responsibility of the shareholder to ensure that drainage from the planters is operating correctly and there is no standing water on the roof system.

8. Planters and Fall Protection

Planters are not to be of a design or installed in a manner which would allow climbing or standing to lower the relative railing height and become a hazard if children are to occupy the terrace.

9. Allowable Vegetation

Plants cannot be placed on the parapet copings, tree branches are not to extend over the parapet at any time, for safety reasons, and are to be maintained. Trees are not to exceed 3" in diameter at any point on the trunk. Other plantings are acceptable provided that they do not pose a maintenance concern, allow for inspection and access to all parts of the terrace or balcony, and allow for the continued housekeeping of the terrace or balcony. Liability for any damage to the building structure or to other apartments as a result of planting or other items on terrace is the full responsibility of the Shareholder.

The shareholder is to prune and clip all vegetation to ensure neat and clean plantings. Plants are not to touch any brick masonry, parapets or railings. Plant growth is not to extend beyond the parapets or railings. Ivy is not allowed to attach to building structure without the use of lath or other control surface.

10. Furniture

Furniture is to be of a design that is either weather resistant, of sufficient weight to resist wind loading and uplift, or stowable in the interior of the apartment. No built-in or built-on-site furnishings will be allowed without review and approval by the Building.

UPDATED SMOKING POLICY

On July 17th, 2018 the Board of Directors adopted the following, Smoking Policy in accordance with Local Law 147 of 2017. This has been incorporated into the House Rules of 20 East 9th Street Corp.,

Lessees shall take all reasonable precautions (including the installation, at the Lessee's expense, of special ventilation equipment or the sealing of walls and floors) to eliminate smoke and odors leaving their apartment and entering the common areas of the building or apartments of other Lessees. No Lessee or member of a Lessee's household or guests, or invitees of a Lessee shall smoke (which shall include, but not be limited to, the use of items which include: cigarettes, electronic cigarettes, cigars, pipes and vaporized products) in any common areas, entrance ways, or courtyards of the Building or on any stairwell, roof, terrace, balcony and/or fire escape. No cigarette butts shall be thrown from any window, fire escape or balcony. Smoking Policy:

Smoking is permitted inside apartments, provided that such smoking does not cause smoke related odors to emanate from the apartment into the common area of the building or into the other apartments:

Thank you the Board of Directors
August 1st, 2018