

## HOUSE RULES

1. The public halls and stairways of the Fairview building shall not be obstructed or used for any purpose other than exiting or entering from and to the apartments in the building.
2. Children shall not play in the public halls, courts and stairways.
3. No public hall shall be decorated or furnished by any Lessee in any manner without the prior consent of all the Lessees to whose apartments such hall serves a meaning of exiting and entering; in the event of disagreement among the Lessees, the Board of Directors shall decide.
4. 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 stereo or a radio or television bud speaker in such Lessee's apartment between the hours of 11:00 P.M. and the following 8:00 A.M. if the same shall disturb or annoy other occupants of the Fairview. 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 5:00 P.M.
5. No article shall be placed in the halls or on the staircase landings nor shall anything be hung or shaken from the doors, windows, terraces, or roofs or placed upon the window sills or ledges of the Building.
6. No awnings, window air-conditioning units or ventilators shall be used in or about the Fairview 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 Fairview without similar approval.
7. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Fairview, except such as shall have been approved in writing by the Lessor or the Managing Agent.
8. No bicycles, scooters, strollers, baby carriages or other wheeled items shall be allowed to stand in the public halls, passageways, or the courtyard of the Fairview.
9. Messengers and trades people shall use such means of entering or exiting as shall be designated by the Lessor.

10. Kitchen supplies, market goods and packages of every kind are to be delivered only at the lobby of the Fairview.
11. Trunks and heavy baggage shall be taken in or out of the building through basement doors.
12. Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the Managing Agent of the Fairview may direct.
13. No Lessee shall send any employee of the Lessor out of the Fairview on any private business.
14. In no event shall dogs be permitted in any of the public portions of the Fairview unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or in the yard, court spaces or other public portions of the Fairview, or on the sidewalks or streets adjacent to the Fairview.
15. No radio or television aerial shall be attached to or hung from the exterior of the Fairview.
16. No vehicle belonging to a Lessee or to a member of the family or guest, subtenant, licensee or employee of a Lessee shall be parked in such a manner as to impede or prevent ready access to any entrance of the Fairview by another vehicle.
17. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage.
18. 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.
19. The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during ten (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 rights, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.
20. Complaints regarding the service of the Fairview shall be made in writing to the managing Agent of the Lessor.
21. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.
22. No Lessee shall install any plantings on the roof without the prior written approval of the Lessor. Plantings shall be contained in boxes or wood lines with

metal or other material impervious to dampness and standing on supports at least two inches from the roof surface and if adjoining a wall, at least three inches from such wall. Suitable holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, and raised at least two inches from the roof surface, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

23. 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; the cost thereof shall be payable by the Lessee, as additional rent.
24. The swimming pool and recreation building may only be used in accordance with the rules and regulations promulgated by the Board of Directors or the Managing Agent.
25. The House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.
26. Upon a sale of the apartment, the parking space stays with the apartment. If any vehicle is parked in the space the vehicle must be insured in the State of New York or other State Vehicle Registration. The parking space can be used for the resident(s) lawful vehicle, sublet to another resident or left vacant. The parking space can not be used for storage.
27. The shareholders of each and every unit of the Cooperative are required to obtain, and maintain throughout the entire term of the shareholders' tenancy, tenant or renter's insurance insuring against liability for personal injury, property damages and loss to personality due to damage and /or destruction within their units, in a minimum amount of \$100,000 for each occurrence and naming Fairview Owners Corp. and Carlson Realty as certificate holders.
28. Terrace Enclosures
  - (a) All existing terrace enclosures previously approved in writing by the Lessor shall be inspected on an annual basis commencing June 1, 2010 and annually thereafter. The Lessor shall determine whether the said terrace enclosure is structurally sound and in a safe condition. The Lessees agree to allow, upon reasonable notice by the Lessor, the Lessor and/or its agents or employees to inspect the said enclosure annually or as required by New York City local laws and regulations.
  - (b) If any existing terrace enclosure has been modified so as to make the terrace an addition to the apartment, in that the terrace enclosure becomes part of a room or rooms in the apartment, the Lessee shall comply with the local laws of the City of New York concerning additional rooms in the building. In addition, the Lessee shall include in its Certificate of Insurance the said terrace enclosure.
  - (c) The Lessee's with terrace enclosures already in existence shall

comply with the New York City Building Code, and other governmental rules and regulations with regard to the safety glass and railings of the said terraces. In addition, no further alterations or additions to the existing terrace enclosures will be allowed without the Lessor's prior written consent

(d) The Lessees in all existing terrace enclosures shall sign an Indemnity Agreement to be provided by the Lessor indemnifying the Lessor for all damages including personal injury or property damage caused by the existing terrace enclosures. In addition, the Lessee shall provide certificates of insurance, including the terrace enclosures, for all liability to the Lessor, for any injury to persons or property.

(e) All proposed new terrace enclosures, if approved in writing by Lessor, must be constructed pursuant to a plan to be provided by Lessor by contractors approved by the Lessor. The construction of the terrace enclosure will be supervised by Lessor's architect at the Lessee's cost and expense. The Lessees shall remove all new terrace enclosures consented to in writing by the Lessor upon the sale of the apartment, unless the Lessor, in its sole discretion approves the purchaser of the Lessee's apartment to continue to maintain the said terrace enclosure, upon the terms and conditions required by the Lessor.

(f) If a terrace enclosure already existing or later constructed pursuant to the written consent of the Lessor is ordered removed and the Lessee fails to remove the said terrace enclosure, the Lessor may require the terrace enclosure to be removed at the Lessee's expense. The expenses incurred by Lessor for the said removal, including but not limited to fines and reasonable legal fees and/or architect or engineer fees, the removal and restoration of the terrace area upon removal of the terrace enclosure.

## 29. Sub-Licensing of Parking Space

- (1) Tenant-Shareholders shall not directly sublicense a parking space.
- (2) An existing parking space Licensee who desires to sublicense his/her parking space shall make a written request to Management.
- (3) Management will solicit resident Tenant-Shareholders to develop a waiting list of persons interested in sublicensing parking space.
- (4) The parking space list requests will be drawn by lottery. The lottery drawing will determine the list.
- (5) Parking space Licensees must be:
  - (a) Persons who regularly reside in the Building.
  - (b) Current in all maintenance and other charges.
  - (c) In compliance with the terms of the By-Laws, Proprietary Lease and Rules of the Cooperative.

If a Tenant-Shareholder is not current on maintenance, other charges or is in violation of the By-Laws, Proprietary Lease or Rules of the Cooperative, after notice and resulting cure period, that person will be skipped over on Sublicense list and his/her name will move to the bottom of the list.

If a proposed License fails to sign a Parking License Agreement and provide the documents and information required his/her names will be deleted from the Parking License List

30. Any lessee of the Building who smokes or allows any member of their household, their subtenants, or guests to smoke in their apartment must make arrangements with the Corporation's managing agent for the sealing of openings, outlets, holes and gaps between apartments and the installation of weather stripping to main hallway doors and if applicable terrace and balcony doors. Should the Board of Directors of the Corporation determine that despite these remedial measures smoke continues to infiltrate neighboring apartments or enter common area hallways of the Building, upon written demand by the Board of Directors, the lessee must within thirty (30) days of notification install an air purification system in their unit which must be approved by the Board of Directors or the Corporation's managing agent as to model and method of installation.

Additionally, should any neighbors of a lessee complain, there shall be no smoking on any terraces or balconies appurtenant to an apartment.

For the purposes of this provision, the term "smoke" or "smoking" means using a cigarette, cigar, pipe, hookah, bong or the like containing tobacco or a similar product or marijuana or other heated plant product, whether natural or synthetic, which is lit with a flame or using an electronic smoking device such as e-cigarettes, vaping and the like.

Where it is determined that smoking is ongoing in any apartment and (i) where after by demand by the Board of Directors a lessee has failed to install an air purification device, or (ii) where the lessee has installed an air purification device but the Board of Directors continues to receive complaints from neighboring lessees or their tenants of an offensive secondhand smoke condition, or (iii) where the Corporation continues to receive complaints from neighbors of offensive smoke emanating from the lessee's apartment, the Board of Directors shall be entitled to declare a default under the lessee's proprietary lease for the apartment and pursue all available remedies at law and equity.

Nothing contained in this House Rule No. 30 shall be deemed to abrogate the right of the Board of Directors to pursue any other remedy available to it at law or equity based upon offensive smoking.