

510 WEST 123 STREET
Residents' Handbook

Introduction

This handbook has been prepared by the Property Manager of 510 West 123 Owners Corp. for distribution to all Shareholders. Its objective is to help all residents to live in harmony by setting forth the policies and procedures of the building.

Familiarity with the contents of this booklet will help you more fully understand your co-op, fulfill your obligations as a shareholder of the corporation, ease your way through such processes as apartment alterations, sales, etc., and generally know what to expect from your corporation and its managing agent.

This handbook is not a substitute for the by-laws or proprietary lease and, if there is any difference in interpretation or meaning between one of those documents and this booklet, those documents govern in case of conflict. While I believe the information presented is accurate, the Cooperative accepts no responsibility if the information proves to be mistaken. The policies set forth may be changed by the Board at any time, in its sole discretion.

The "owner" of an apartment in the building does not actually own a piece of real estate; he/she owns shares in the Corporation. The shares entitle him/her to have the use of a specific apartment pursuant to a proprietary lease

Corporate Governance

The cornerstone of corporate governance is the By-laws of the Corporation. Among other things, the By-laws establish the procedures by which shareholders are represented by directors of the Corporation, set forth the responsibilities of corporate directors and officers, and provide for the Proprietary Lease

The Proprietary Lease defines the relationship between tenant-shareholders and the Corporation, from which the shareholder "leases" his/her apartment.

The House Rules apply to all residents of the building, whether or not they are shareholders. Our Corporation and building has three levels of management:

- The Board of Directors,
- The management company, and
- The building's superintendent.

The **superintendent** has the day-to-day responsibility for maintaining and operating the building. The superintendent reports to the property manager at the management company.

In addition to managing and supporting the building staff, the **management company** maintains the Corporation's operating account (collecting maintenance fees and paying the Corporation's bills) and otherwise assists the Board in running the Corporation and the building.

The **Board of Directors** is responsible for the prudent management of the Corporation. The

Board oversees the affairs of the cooperative, and hires and supervises the managing agent. The Board makes the decisions and establishes the policies that form the framework within which the management company runs the building.

The Board of Directors is required to approve certain shareholder actions before they may take place, including actions which affect the Corporation and the building as a whole such as the sale of an apartment, financing/refinancing an apartment, subletting an apartment, alteration/renovation of an apartment, transfer of stock without a sale, and the use of common space. Permission for any action which requires Board approval should be requested in writing, addressed to the managing agent. Approvals granted may be revised, amended, or repealed at any time by the Board.

The Board is elected at the annual meeting. Vacancies, which occur during mid term on the Board, may be appointed by a vote of the remaining Board members. Committees of the Board are created as necessary. Serving as a director requires a considerable time commitment for which Board members receive no remuneration.

Regular meetings of the Board are held approximately once a month, and extraordinary meetings are called as needed. ***The building carries Directors & Officers Liability insurance, which protects Board members from personal liability while acting as a Board member in good faith on behalf of the cooperative.***

The **shareholders of the Corporation** vote to elect directors at the annual general meeting of shareholders. The board is also assisted by **outside professional advisors:**

The services provided by the **accountant** include (a) performing an annual financial audit of the Corporation, (b) preparing the Corporation's tax returns, (c) preparing a statement for each shareholder indicating his/her tax deductions and credits which derive from the Corporation's mortgage interest, etc., and (d) assisting the Board in preparing the annual budget.

The **Annual Meeting** of the shareholders is held yearly, usually in May. Every shareowner is encouraged to attend. If you cannot attend, it is important to vote via Proxy. Written notice of the place and time for the meeting is provided prior to the date. Elections for the Board take place at these meetings, as well as discussion of issues facing the building. Shareholders may hand in their proxy by the date specified to the Doorman in an envelope marked to the attention Managing Agent, Annual Meeting Ballot.

Finance

Each Spring, prior to the annual meeting of shareholders, each shareholder receives **Annual Financial Statements**. The financial statements are prepared by the Corporation's accountants.

The Corporation, as owner of the building, is responsible for payment of its mortgage, the real estate taxes, and the general operation of the building, including the up-keep of the common areas and equipment.

The Corporation gets the funds to make its payments for these expenses from the shareholders' monthly maintenance fees, plus assessments that the Board deems necessary. The amount of the

maintenance charge is determined in the budget process. Each Fall, the Board, with the assistance of the Corporation's managing agent and accountant, estimates the Corporation's operating expenses for the coming year. The sum, which must be generated from maintenance income is apportioned according to the number of shares held by each shareholder. Under the existing tax law, that part of the maintenance charge applied to interest on the building's mortgage and to real estate tax constitutes an income tax deduction for the shareholder. Shareholders receive an income tax deduction statement from the Corporation's managing agent or accountant .

The City of New York is currently providing co-operative corporation shareholders with abatements of real estate tax. The rebate is passed through to shareholders in the form of a credit to their maintenance account.

Maintenance Fees and Charges for Repairs

The cooperative is not responsible for repairs within an apartment. The Building reserves the right to make repairs in the event of an emergency. If repairs are arranged for by the cooperative at the request of the unit owner, or in an emergency to avoid damage to the apartment or the building, the bill for the repairs will be issued directly to the resident by the repair service or may be charged to the resident by the Managing Agent.

Maintenance charges and miscellaneous charges for repairs are due on the first day of each month. Payments not received by the 10th of the month will be subject to a \$50.00 late fee. Late fees will continue to accumulate whenever a balance is due at the end of the period. If a shareholder plans to be away for an extended period, he/she must either pre-pay the maintenance or make special personal arrangements for prompt payment.

If a shareholder becomes seriously delinquent, the managing agent will notify the shareholder that the terms of the Corporation's proprietary lease require that the offending shareholder's case be turned over to the Corporation's legal counsel.

Questions about maintenance invoices or payments may be directed to the Managing Agent.

Insurance

The building carries property insurance. This insurance only covers damages to the building's structure and common areas. It does not cover the market value of individual apartments, personal property, the contents of any apartment, storage bins, or property stored in common areas such as the bike room. The Building assumes no responsibility for theft or damage for your property, and such property should be covered under your homeowner's liability policy.

The Corporation also carries **liability insurance** against claims brought against the Corporation or its managing agent, such as claims resulting from accidents in any public areas within the building or on the sidewalks in front of the building. This liability insurance does not cover actions brought against the individual shareholders or residents. None of the policies covers the interest or liability of shareholders or residents.

510 WEST 123RD STREET OWNERS CORP.
SUBLET POLICIES AND PROCEDURES

In order to ensure the quality of life for all residents at 510 West 123rd Street , both shareholders and tenants alike, the Board of Directors has set up the following policy concerning the subleasing of apartments.

Shareholders who wish to sublet their apartments must apply to the Board of Directors in writing for permission to sublet. When you have found a prospective subtenant, fill out the first page of the Sublet Application and have the subtenant fill out the rest. You may proceed with signing a sublease agreement, but it must be expressly understood by you as the shareholder, and your prospective subtenant, that it is contingent upon approval of the Board of Directors. UNDER NO CIRCUMSTANCES SHOULD A SUBTENANT BE PERMITTED TO MOVE IN BEFORE YOU HAVE RECEIVED APPROVAL FROM THE BOARD OF DIRECTORS.

The Board of Directors insists upon receiving the Sublet Application, together with the Sublease Agreement and all other necessary paperwork no less than 15 days prior to the planned move in date. UNDER NO CIRCUMSTANCES SHOULD YOU PROMISE IMMEDIATE OCCUPANCY TO ANYONE ONCE THEY HAVE SIGNED THE SUBLEASE.

The following documents are required to process an application to sublease an apartment:

1. Fully executed original Sublease Agreement setting forth all of the terms of the Agreement between the parties.
2. Standard application form must be completely filled in and signed by the shareholder and prospective subtenant.

3. Rider to Sublease of Cooperative Apartment, form of which is attached to the Sublet Application, should be fully executed and attached to the Sublease Agreement.

4. Two original signed personal and one (1) business or school reference for the prospective subtenants, as well as one (1) original signed landlord reference must accompany the application form.

5. Signed and dated Authorization to Engage a Credit Check Service.

6. A Certificate of Insurance from the Shareholder of the Apartment, evidencing that the shareholder has in force insurance on the apartment covering liability, water damage and damage to the building for \$300,000. Certificate shall name 510 West 123rd Street Owners Corp., and The Argo Corporation as additional insured.

7. Check payable to The Argo Corporation in the amount of \$250.00, which represents the processing fee.

8. Check payable to The Argo Corporation in the amount of \$50.00 per person listed on the sublease agreement which represents the fee to perform the credit check.

9. Check payable to 510 West 123rd Street Owners Corp. in the amount of \$500,000, which represents the move-in/move-out security deposit. This deposit is to be submitted with the sublet application and is held in a non-interest bearing account for the term of the sublease. This deposit is collected to offset the cost of possible damage to the common areas of the building caused by the moving in or moving out process and is refunded to the payee upon vacating provided no damage has been caused. See Exhibit C for further details.

Once the Sublet Application is received at the offices of The Argo Corporation, 50 West 17th Street, New York, New York, 10011, we will contact your subtenants references, perform the credit check, and contact your subtenants to arrange for an interview with the

Board of Directors. After the interview has taken place, you will be notified as to whether or not the Board of Directors has approved your subtenant. When you have received approval, your subtenant can proceed to arrange a move-in date with the management office AND with the superintendent.

NO MOVE-IN IS TO BE SCHEDULED UNLESS THE ATTACHED MOVE IN POLICY IS READ, UNDERSTOOD AND ADHERED TO.

THE FOLLOWING POLICY APPLIES TO ALL SUBTENANTS:

1. There is no restriction at the present time on the number of years a shareholder may sublet his apartment. However, shareholders are permitted to submit only 1 sublet application in any 12 month sublease agreement situation, it is for that particular term only. At the end of that period, the shareholder must re-apply for either an extension of the original subtenants sublease term, or for approval of a new subtenant.
2. All prospective subtenants must be interviewed by the Board of Directors, whether they are already in occupancy and renewing their sublease agreements, or are subletting an apartment in the building for the first time.
3. There is no restriction at the present time on the amount of rent a shareholder may charge, or the form of sublease agreement that a shareholder may use. However, the Rider to Sublease of Cooperative Apartment (annexed hereto as Exhibit B) must be Incorporated in the sublease agreement or added to the sublease agreement as a rider.

Attachments: Exhibit A - Sublet Application
Exhibit B - Rider to Sublease of Cooperative Apartment
Exhibit C - Move-In/Move-Out Policy
Exhibit D - House Rules

Emergency Procedures

1. Call the Superintendent

Cell phone ~~(917) 904-0350~~ Juan Caamano
347-236-7859

2. Call the Property Manager (9-5 Weekdays Only)

phone: (212)896-8689 Hedda Lennon

3. Call the Argo24 Hour Emergency Number

phone: 212-896-8600

Weekdays 9:00AM to 5:00PM

The Superintendent should be able to evaluate the situation, and coordinate the repair effort. If you cannot locate the Superintendent, telephone the Property Manager or her assistant for assistance.

Evenings and Weekends

In the event of an emergency, please contact the Superintendent first to evaluate the situation. If you cannot locate the Superintendent contact the Argo 24 Hour Emergency Service , which monitors calls during evenings and weekends and will notify the Managing Agent of an emergency. The Property Manager on call will contact you to arrange for repairs.

In case of criminal activity - call the police immediately.

In an emergency dial 911

ROLE OF SUPERINTENDENT

The role of a Superintendent in a cooperative is to clean and maintain the interior and exterior public areas of the premises as well as monitor and maintain all building systems. In general, the Superintendent is NOT RESPONSIBLE for any interior apartment repairs. If you have a repair, please telephone the Superintendent and he can direct you as to who is responsible for making the repair.

If the repair is one that the cooperative is responsible for, he will notify the Managing Agent.

If the repair is the shareholder's responsibility, and it is a minor repair, arrangements can be made directly with the Superintendent to make the repair. The shareholder should be aware that they are responsible for paying the Superintendent for materials and labor and that the Superintendent cannot do the work during his regular working hours. The Superintendent is then working as an independent contractor for the shareholder and the cooperative is not responsible for this work.

If the repair is the shareholder's responsibility and is not a minor repair, please call the Managing Agent who can direct you on the proper procedure.

REPAIRS

The Owners Corp. is responsible for repairs and improvements to the major building systems (roof, boiler, elevator, plumbing risers for water, heat and gas, and electrical risers) and all common areas. The Management Company acts for the Owners Corp. in hiring the necessary workmen to take care of these repairs. A general rule of thumb for shareholder repairs is anything inside the walls is the responsibility of the cooperative and anything outside the walls is the responsibility of the shareholder. Contact the Managing Agent for specific repair questions.

THE FOLLOWING IS A PARTIAL LIST OF ITEMS WHICH ARE THE SHAREHOLDER RESPONSIBILITY.

1. The maintenance and repair of the interior of your apartment including interior walls, floors and ceilings and all decorating and painting.
2. The maintenance repair and replacement of plumbing, gas and heating fixtures(including radiators), and equipment in your apartment, including exposed gas, steam and water pipes attached to the fixtures and equipment, and any special pipes or equipment which you have installed, for example, owner renovations within walls or ceiling or under floor.
3. The maintenance, repair and replacement of sinks, cabinets, bowls and tubs, refrigerators, dishwashers, air conditioners, and all other appliances in your apartment.
4. The maintenance, repair and replacement of all lighting and electrical fixtures, appliances, and equipment, and all meters, fuse boxes or circuit breakers, electrical wiring and conduits from the

junction box at the riser into and through your apartment. All electrical work must be performed by a licensed electrician.

5. The repair of any damages in any part of the building which are caused by your negligence or carelessness. For instance, if your bathroom sink overflows and leaks into the apartment below yours, you will have to make arrangements and pay for the repairs to your downstairs neighbor's apartment.

Individual owners may hire their own workmen to take care of the repairs listed above. However, no workman are permitted to work in the premises without first submitting a copy of their license and certificate of insurance. **THERE ARE NO EXCEPTIONS.** If you have any questions you can call the Managing Agent who can help you figure out what to do.

SPECIAL CIRCUMSTANCES: When you bought your apartment, you purchased it "as is". If you had an agreement with the sellers that they would fix something in the apartment and they didn't do it, you must contact the person who sold you the apartment to work this out.

ALTERATIONS GUIDELINES

1. Prohibited Alterations

The use of jackhammer and other pneumatic tools
Channeling into the exterior or supporting walls (for water, cable or electric lines)
The removal or modification of walls which support the building
Windows

2. Renovations and Alterations which require evaluation by the Building's Architects and Engineers and Approval by the Board of Directors.

Any change that affects electric, gas, plumbing, heating, air conditioning, or telephone which affect water pipes, branch plumbing lines must also be replaced.
Any renovations that require breaching the outside wall of the building
Demolition of existing interior walls or the construction of new interior walls. Installation of new air conditioning systems or units and modification of existing units.

3. Minor alterations which DO NOT require Approval by the Building's Architects and Engineers nor Approval by the Board of Directors but do require notification to the Managing Agent and submittal of all licenses and certificates of insurance by contractors:

Painting, wallpapering and similar decorative work
Installing carpeting or similar floor covering
Sanding and staining existing wood flooring

Checklist for alteration work

- Decorating Agreement (for minor alterations only) submitted to the Managing Agent
- Alteration Agreement submitted to the Managing Agent (for major alterations and renovations).
- Contractor must obtain all necessary permits from the New York City Department of Buildings.
- Pay Fees Required and Due Under applicable Agreement.
- Certificate of Insurance for the Contractor submitted to the Managing Agent
- Copy of the executed contract you have with a Contractor (if applicable) submitted to the Managing Agent
- Notify your neighbors, above, below and on either side by dropping them a note informing them of the nature and duration of the work planned.

**NO UNAUTHORIZED WORK WILL BE PERMITTED WITHOUT
PRIOR NOTICE, DEPOSIT AND/OR INSURANCE VERIFICATION.**

MOVING POLICY

Moving hours are Monday through Friday from 9:00 AM to 5:00 PM
ONLY.

The following is a check list for moving in or out of the building. These steps must be followed by yourself or your sub lessees and completed at least THREE (3) DAYS prior to the move.

- ___ Provide written notice of the day and time of the move to the Managing Agent
- ___ Submit a \$500 refundable deposit to the Managing Agent
- ___ Provide the Managing Agent with the moving company Certificate of Insurance. This Certificate must name 510 West 123 Street Owners Corp. and the ARGO Corporation as additional insured.

The managing Agent will notify the Superintendent of the move so that the proper padding and additional protection can be properly positioned to protect the building.

Following completion of the move, the damage deposit will be refunded less any costs required to repair damage to the public areas of the Building as a result of said move.

NOTE: If you are doing your own moving of objects in and out of the building, you must still fulfill the first two steps of the check list.

Selling Your Apartment

When a decision is reached to sell or transfer shares in the cooperative, the following preliminary steps must be observed:

1. Contact the Argo Closing Department for the resale package. All required documentation for submission to the Board of Directors is contained in this package.
2. Submit all documentation along with required fees, to the Closing Department at Argo for submission to the Board of Directors.
3. The Board of Directors will review the resale package.
4. If the Board of Directors considers the prospective purchasers viable candidates, they will request an interview with the purchasers.
5. The shareholder and the prospective purchasers will be notified of the Board decision.

EXHIBIT A.

APPLICATION TO THE BOARD OF DIRECTORS OF 510 WEST 123RD ST. OWNERS
CORP. TO SUBLET APT. # _____ AT 510 WEST 123RD STREET

SHAREHOLDER

Name: _____

Home Address: _____

Home Phone #: _____

Business Address: _____

Business Phone #: _____

Attorney's Name: _____ Phone #: _____

Firm Name and Address: _____

Apt. to be sublet: _____

Reason for subletting: _____

The apartment to be sublet is currently; vacant _____, occupied by shareholder or
member of shareholder's immediate family _____, other (describe) _____

Person authorized to "ok" emergency repairs in your absence.

Name: _____

Address: _____

Daytime phone #: _____

Evening phone #: _____

Length of proposed sublease: from _____ to _____

Date proposed subtenant is to move in: _____

Shareholder's Signature: _____ Date _____

APPLICATIONS TO THE BOARD OF DIRECTORS OF 510 WEST 123RD ST.
OWNERS CORP. TO SUBLET APT. # _____ AT 510 WEST 123RD STREET

SUBTENANT

Name: _____

Social Security #: _____ DOB: _____

Are you a citizen of the U.S.? _____

If not a citizen of the U.S., set forth the country of citizen ship and resident status:

Do you make any claim to any form of diplomatic immunity? _____

Current Address: _____

Home Phone #: _____

Present Landlord or Agent: _____

Landlord or Agent's Address: _____

Landlord or Agent's Phone #: _____

Number of Years at present address: _____

Reason for leaving present residence: _____

Do you own or rent? _____

(Fill in if you are a homeowner)

Purchase Price: _____

Original Mortgage: _____

Unpaid Mortgage: _____

Monthly Mortgage Payment: _____

Mortgage held by: _____

Acct #: _____

Monthly maintenance or common charges: _____

(Fill in if you rent)

Duration of Lease: from _____ to _____.

Is the lease in your name? _____

If the lease is not in your name or there is no lease, please describe the situation (sublease, share, etc.) _____

Amount of Rent: _____

Are you in the process of assigning or subletting this residence? _____

(If you have lived at your current address less than two years, please fill in information on your prior residence).

Prior Residence: _____

Number of years you lived there: _____

Landlord or Agent: _____

Landlord or Agent address: _____

Landlord or Agent's phone #: _____

EMPLOYMENT HISTORY

Employer's Name: _____

Business Address: _____

Business Phone: _____

Number of years at current firm: _____

Salary: _____

(If you have been employed less than three years at your current position, please list previous employers for the last three years, give name address, and phone #'s.)

(If you currently work for more for more than one company, fill in below.)

Alternate Business Name: _____

Alternate Business Address: _____

Alternate Business Phone #: _____

Business name & address where you will be employed during the period of the sublet (if different from above): _____

ASSETS

Checking Acct. # _____ Bank _____ Branch _____

Saving Acct. # _____ Bank _____ Branch _____

Due from others (list Debtors): _____

Life Insurance (list name of company, face amount & cash surrender value): _____

Other Real Estate (describe): _____

Other investments (describe): _____

Automobiles (describe): _____

Other Assets (describe): _____

LIABILITIES

List all Debts as borrower, co-borrower, guarantor or otherwise. If none, state none.

Type of Debt Original Amount Unpaid Balance Monthly Payment

Bank Bank Address Type of Account Acct. #

Credit Card Account #

Other Liabilities (describe): _____

(attach sheet if more space is require)

CHARACTER REFERENCES

Name Address Phone How person knows you

Do you intend to use the premises in any way for business purposes, if so explain:

Number of people who will occupy the apartment. List names, phone number, and relationship to subtenant (if children, state ages).

Do you intend to have any pets in the apartment (describe)? _____

Do you intend to retain any other residence? If so, where? _____

Do you presently own a coop or condominium apt? if so, list address: _____

Names of all clubs and society memberships, fraternities and honorary societies to which you belong: _____

Schools and colleges you have attended: _____

Names of all residents in the building known by you: _____

I HAVE RECEIVED AND READ THE HOUSE RULES FOR 510 WEST 123RD OWNERS
CORP., INC. AND AGREE TO ABIDE BY THEM.

Subtenant's Signature: _____ Date: _____

7. The Cooperative Corporation retains the right to bring eviction proceedings against the tenant without having to bring a proceeding against the shareholder/landlord directly.

8. All parties in this matter shall be subject to the jurisdiction of the Courts of the State of New York for the resolution of any dispute between them.

THIS APARTMENT IS NOT SUBJECT TO RENT CONTROL OR RENT STABILIZATION. TENANT HAS NO RIGHT TO RENEW THIS SUBLEASE.

Landlord

Tenant

EXHIBIT C:

510 WEST 123RD STREET OWNERS CORP.

MOVE-IN/MOVE-OUT POLICY

1. All move-ins and/or move outs are to be scheduled with both The Argo Corporation Office and the superintendent at least one (1) week in advance of the intended move-in and/or move-out date. This also applies to current residents with new furniture deliveries.
2. There will be absolutely no move-ins and/or move-outs on weekends. Move-ins and/or move-outs will only be permitted Mondays through Fridays between the hours of 8:00 a.m. to 4:00 p.m. Move-ins/move-outs will not be permitted at any other times unless prior approval is received from the Board of Directors and The Argo Corporation.
3. Upon the closing of the purchase of an apartment, or the signing of a sublease agreement, a check payable to 510 WEST 123RD STREET OWNERS CORP. in the amount of \$500.00 will be required before the move-in/move-out will be permitted. This move-in/move-out security deposit will be held in a non-interest bearing account for the term of the sublease. The deposit is refundable upon the subtenant vacating the apartment, provided that no damage has been caused to the common areas of the building as a result of the subtenant's move-in/move-out. If the subtenant caused damage to the common areas during the move-in process, the deposit will be retained to offset the cost of repairing the damaged areas, and an additional deposit may be required. If the subtenant causes damage to the common areas during the move-out process, the deposit will be retained to offset the cost of repairing the damaged areas. If no damage has been caused by either the move-in or move-out process, the deposit will be refunded to the payee within 30 days.
4. If not paid by the shareholder of record, the move-in/move-out security deposit must be paid in the form of a certified check, bank check or money order.

HOUSE RULES

(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) Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.

(3) No public hall above the ground floor of the Building shall be decorated or furnished by any Lessee in any manner without the prior consent of all Lessees on such floor; in the event of disagreement among such 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 phonograph or a radio or television loud speaker in such Lessee's apartment between the hours of eleven o'clock p.m. and the following eight 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 8:30 a.m. and 5:00 p.m.

(5) No article shall be placed in the public 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 of the Building.

(6) No awnings, window air-conditioning units or ventilators shall be used in or about the Building except with the prior written approval of the Lessor or the managing agent, nor shall anything be projected out of any window of the Building 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 Building, except with the prior approval in writing of the Lessor or the managing agent.

(8) No velocipedes, bicycles, baby carriages,

scooters or similar vehicles shall be allowed to stand in the public halls, passageways, areas or courts of the Building.

(9) Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.

(10) Kitchen supplies, market goods and packages of every kind are to be delivered only at the entrance to the Building designated by Lessor.

(11) Trunks and heavy baggage shall be taken in or out of the Building through the entrance designated by Lessor.

(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 Building may direct.

(13) 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.

(14) No Lessee shall send any employee of the Lessor out of the Building on any private business of a Lessee.

(15) No bird or animal shall be kept or harbored in the Building unless the same in each instance expressly has been permitted in writing by the Lessor, which permission may be revoked by the Lessor at any time. In no event shall dogs be permitted in any of the public portions of the Building unless carried on leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or public portions of the Building, or on the sidewalk or street adjacent to the Building.

(16) 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.

(17) 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 any entrance of the Building by another vehicle.

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

(19) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

(20) 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.

(21) The Lessee shall keep the windows of the Apartment clean. In case of refusal or failure of the Lessee after 10 days' 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, by its officers or authorized agents, to enter the Apartment for such purpose and to charge the cost of such cleaning to the Lessee as additional rent.

(22) Complaints regarding the service of the Building shall be made in writing to the managing agent of the Building.

(23) Any consent or approval given under these House Rules by Lessor shall be revocable at any time.

(24) No Lessee shall install any plantings on the terrace, balcony or roof 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 standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep 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 the flashing, with 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.

(25) The agents of the Lessor, and any contractors or workmen 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 upon Lessor's demand, as additional rent.

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

(27) The Lessor may retain a passkey to each apartment. No Lessee shall alter any lock or install a new lock or a knocker on any door of an apartment without the written consent of the Lessor, or the managing agent. In case such consent is given the Lessee shall provide the Lessor with a key for the use of the Lessor pursuant to the Lessor's right of access to the Apartment.

(28) Each Lessee shall keep his apartment in a good state of preservation and cleanliness and shall not sweep or throw, or permit to be swept or thrown therefrom or from the doors, windows or terraces thereof any dirt or other substances.

(29) No ventilator or air conditioning device shall be installed by any Lessee without the written consent of the Lessor as to the type, location and manner of installation of such device. No such device may protrude from any window. No Lessee shall permit any such device to leak, nor to make any noise which disturbs or interferes with the rights, comfort or convenience of any occupant of any other apartment. If any Lessee shall fail to keep such device in good order and repair, the Lessor in its discretion may remove such device and charge the cost of removal to such Lessee as additional rent and such device may not be replaced until put in proper condition by such Lessee and then only with the further written consent of the Lessor.

(30) No furniture, mattresses, personal belongings or inflammables of any kind shall be stored within the storage room, if any. Only empty, properly locked and tagged trunks or luggage shall be stored within said room.

(31) 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.

RECYCLING RECYCLING RECYCLING

**OUT OF CONSIDERATION FOR YOUR SUPERINTENDENT,
PLEASE OBSERVE THE FOLLOWING:**

**ALL CARDBOARD MUST BE TIED WITH STRING OR TAPE AND
BROKEN DOWN INTO FLAT PACKAGES BEFORE IT IS PUT OUT.**

**CANS AND BOTTLES MUST BE SEPARATED FROM REGULAR
GARBAGE, RINSED AND PLACED IN THE BLUE CONTAINERS.**

ALL NEWSPAPERS SHOULD BE TIED IN BUNDLES.

**LARGE PIECES FOR BULK COLLECTION SHOULD ONLY BE
PLACED OUTSIDE AT CURBSIDE ON THURSDAY LATE
AFTERNOON OR EVENING.**

**LARGE PIECES SHOULD NOT BE LEFT AT THE SIDE OF THE
BUILDING AT ANY TIME.**



HOUSE RULES ACKNOWLEDGEMENT & AGREEMENT

THE UNDERSIGNED HAS READ THE FOREGOING AND AGREES TO ABIDE BY THE HOUSE RULES & POLICIES OF THE:

510 W. 123RD STREET OWNERS CORP

APARTMENT: #_____, 510 WEST 123rd STREET, NEW YORK, NY 10027

NAME: _____
(PLEASE PRINT)

SIGNATURE: _____

NAME: _____
(PLEASE PRINT)

SIGNATURE: _____

DATE: _____

THIS PAGE TO BE COMPLETED AND RETURNED TO:

Argo Real Estate, LLC

50 West 17th Street | New York | NY 10011
Phone: (212) 896.8600 | Fax: (212) 896.8667

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New York, NY 10011
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