

**RULES AND REGULATIONS OF
ONE UNION SQUARE EAST CONDOMINIUM,
THE RESIDENTIAL SECTION
OF WHICH SHALL BE KNOWN AS
ZECKENDORF TOWERS**

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Residential Section shall not be obstructed or used for any other purpose than ingress to and egress from the Residential Units without the prior written consent of the Residential Board.
2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Residential Section, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of the Residential Section.
3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Residential Section.
4. No public hall or public elevator vestibule of the Residential Section shall be decorated or furnished by any Residential Unit Owner in any manner.
5. Each Residential Unit Owner shall keep his Unit and any Limited Common Elements appurtenant thereto (including the surface of any terrace or balcony space adjacent and appurtenant thereto) 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 or windows thereof, any dirt or other substance. Any determination as to what constitutes a good state of preservation and cleanliness for any Unit Owner's terrace or balcony shall be within the sole but reasonable prerogative of the Residential Board.
6. No window guards or other window decorations shall be used in or about any Residential Unit, unless otherwise required by law, except such as shall have been approved in writing by the Residential Board or the managing agent of the Residential Section, which approval shall not be unreasonably withheld or delayed.

7. No radio or television antennae shall be attached to or hung from the exterior of the Residential Section and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Residential Section, except such as are permitted pursuant to the Declaration, the By-Laws or shall have been approved in writing by the Residential Board or the managing agent of the Residential Section, nor shall anything be projected from any door or window of the Residential Section without similar approval.

8. No ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Residential Board, which approval may be granted or refused in the sole discretion of the Residential Board.

9. All radio, television or other electrical equipment of any kind or nature installed or used in each Residential Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Residential Unit Owner's Unit.

10. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in any of the elevators other than the elevator designated by the Residential Board or the managing agent of the Residential Section for that purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the passages, public halls, vestibules, corridors, balconies or terrace areas or other public areas of the Residential Section.

11. No Residential Unit Owner shall make or permit any disturbing noises or activity in the Residential Section, or do or permit anything to be done therein that will interfere with the rights, comforts or conveniences of other Unit Owners or the tenants or occupants of the Commercial Section. No Residential Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a phonograph or radio or television set or other loud speaker in such Residential Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Residential Board. No construction or repair work or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

12. No bird, reptile or animal, except dogs and cats, shall be permitted, kept or harbored in a Residential Unit unless the same in each instance shall have been expressly permitted in writing by the Residential Board or the managing agent of the Residential Section and such consent, if given, shall be revocable by the Residential Board or such managing agent in their sole discretion, at any time. In no event shall any bird, reptile, or animal be permitted in any public elevator in the Residential Section, other than the elevator designated by the Residential Board or the managing agent of the Residential Section for that purpose, or in any of the public portions of the Residential Section, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Residential Section or on the sidewalk or street adjacent to the Building.

13. Servants, messengers and tradespeople visiting or residing in the Residential Section shall use the elevator designated by the Residential Board or the managing agent of the Residential Section for that purpose for ingress and egress, and shall not use any of the other elevators for any purpose, except that nurses in the employ of Residential Unit Owners or their guests or tenants may use any of the other elevators when accompanying said Unit Owners, guests or tenants. However, a guest or visitor of a Residential Unit Owner may use any of the elevators freely, if authorized by such Unit Owner and if such guest or visitor has first received a pass from the concierge on duty.

14. All Residential Section service and delivery persons shall be required to use the main entrance located on East 15th Street or such other entrance designated by the Residential Board. All packages not containing perishable food will be required to be delivered by outside personnel to the package room. Deliveries shall be made from the package room to individual Residential Units only by the valet, if any, or other personnel of the Building. Such deliveries shall be made only at such times as the Residential Unit Owner or other occupant of the Residential Unit is present in his Unit and willing to accept delivery. If such Unit Owner or occupant is not present or declines delivery, the package shall be held in the package room until such Unit Owner or occupant returns or requests delivery. In the case of packages containing perishable food items, individuals who have been previously registered with the Building personnel shall be permitted to make deliveries directly to individual Units after such personnel have received approval for such delivery from the Residential Unit Owner.

15. Trunks and heavy baggage shall be taken in or out of the Residential Section by the elevator designated by the Residential Board or the managing agent of the Residential Section for that purpose, and through a designated entrance only.

16. No refuse from the Residential Units shall be sent to the below grade levels of the Building except at such times and in such manner as the Residential Board or the managing agent of the Residential Section may direct.

17. Water closets and other water apparatus in the Residential Section shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water closets or other apparatus in a Residential Unit shall be repaired and paid for by the owner of such Unit.

18. No occupant of the Residential Section shall send any employee of the Residential Section or of the managing agent thereof out of the Building on any private business.

19. The agents of the Residential Board or the managing agent, and any contractor or workman authorized by the Residential Board or the managing agent of the Residential Section, may enter any room or Residential Unit at any reasonable hour of the day, on at least one day's prior written notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of 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; however, such entry, inspection and extermination shall be done in a manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.

20. Corridor doors shall be kept closed at all times except when in actual use for ingress to or egress from public corridors.

21. The Residential Board or the managing agent of the Residential Section may retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Residential Board or the managing agent of the Residential Section shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to his Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to such Board, or such managing agent, then the Residential Board or such managing agent or their agents (but, except in an emergency, only when specifically authorized by an officer of such Board or an officer of the managing agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Unit Owner's property).

22. No vehicle belonging to a Residential Unit Owner or to a member of the family or guest, tenant or employee of a Residential Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building by another vehicle.

23. Complaints regarding the service of the Condominium Board or the Residential Section shall be made in writing to the Residential Board or to the managing agent of the Residential Section.

24. Any consent or approval given under these Residential Rules and Regulations may be added to, amended or repealed at any time by resolution of the Residential Board.

25. Residential Unit Owners shall faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; and (f) refrain from depositing waste of an explosive nature therein.

26. Residential Unit Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

27. No Residential Unit Owner or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Residential Unit.

28. If any key or keys are entrusted by a Residential Unit Owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Residential Board or the managing agent of the Residential Section, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Residential Board nor the managing agent of the Residential Section shall (except as provided in paragraph 21 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

29. Nothing shall be done or kept in any Residential Unit or in the Common Elements that will increase the rate of insurance of the Building or

contents thereof without the prior written consent of the Residential Board or the Commercial Board, as the case may be. No Residential Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of insurance on the Building or which would be in violation of any law.

30. No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the prior consent of the Residential Board or the managing agent of the Residential Section.

31. In the event that any Residential Unit is used for home occupation purposes permitted by law, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

32. Unless expressly authorized by the Residential Board in each case, at least 75% of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

33. There shall be no barbecuing or cooking in the Units, in their Limited Common Elements, or in the General Common Elements, except for those areas (if any) specifically designated for barbecuing by the Residential Board.

34. Any consent or approval given under these Rules and Regulations may be amended, modified, added to or repealed at any time by resolution of the Residential Board. Further, any such consent or approval may, in the discretion of the Residential Board or the Managing Agent, be conditional in nature.

35. The following non-essential services will not be provided to those unit owners who (a) Are more than ninety days in arrears in the payment of their common charges, assessments or other charges or (b) Have violated a House Rule and/or policy twice in the immediately preceding twelve (12) calendar months; in which case said services will be reinstated upon written request by the resident, but only after management (in its sole opinion) is convinced the violation will not reoccur.

Specifically, the following services will not be tendered to all residents of the unit, whether owner or tenant.

1. Maintenance requests that are a unit owner's responsibility (which could have been performed by the staff and billed back to the unit owner as an additional charge) will not be provided.

2. Concierge services will not be provided:

- a. No visitors, guests, delivery or service people will be allowed beyond the desk unless personally escorted by the resident, nor will the concierge call the apartment to advise them of their arrival.
- b. Visitors will have to call residents to announce their arrival.
- c. No authorization to enter or to release keys will be honored.
- d. No packages or deliveries of any kind (except prescription medicines) will be accepted by the concierge.

36. The following procedure will be followed in the event the building's exterminating company reports a positive alert of bed bugs after an apartment inspection.

Required Inspection

In the event an apartment is reported to have a positive alert to bed bugs, each adjacent unit, on either side, above and below the affected apartment will be inspected for bed bugs. The building's exterminating company will conduct an inspection as deemed appropriate by the exterminating company. The resident of record, whether a unit owner or tenant will be notified in writing that an inspection is required and must allow access to the exterminator for the inspection.

Required Treatment For Apartments with Positive Bed Bug Alerts

The treatment process is very thorough and requires the resident's full cooperation. A preparation checklist for treatment as recommended by the building's exterminating company will be provided by Management to any unit that has tested positive for active bed bugs. The resident in an affected unit must comply and properly prepare the apartment as indicated in written notification from the management office.

Non -Compliance

In the event any resident in an apartment does not cooperate with the required inspections, thorough preparations and/or remediation, the Residential Board of Managers shall have the right to take whatever action necessary for proper inspection and treatments, including imposing penalties and charging any and all expenses to the respective Owners.

House Rule # 37:

The following penalty scale shall be imposed for violations of the House Rules or other obligations of the Residential Unit Owners:

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| a. First offense: | Written warning |
| b. Second Offense | \$ 100.00 fine |
| c. Third offense | \$ 250.00 fine |
| d. Fourth | \$ 500.00 fine |
| e. Fifth and subsequent offenses | \$ 1,000.00 fine |

continued

Unauthorized Leasing/Subletting-

Notwithstanding the foregoing, in the event of any unauthorized leasing or subletting of a Residential Unit, the following fine schedule shall apply:

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| a. First offense: | Written warning |
| b. Second Offense | \$ 1,000.00 fine |
| c. Third offense | \$ 2,000.00 fine |
| d. Fourth | \$ 3,000.00 fine |
| e. Fifth and subsequent offenses | \$ 4,000.00 fine |

The Unauthorized Leasing/Subletting schedule shall apply to any unauthorized leasing or subletting of a Residential Unit, regardless of whether the Residential Unit Owner has executed a written lease and irrespective of the lease term. Without limiting the generality of the foregoing, the listing and/or advertisement of the availability of a Residential Unit through any media, including a website, electronic bulletin board, social media or other digital media without the prior written approval of the Board of Managers shall be construed as a continuing violation.