

**313 East 90th Street
New York NY, 10128**

HOUSE RULES

**THESE RULES ARE BINDING ON ALL
RESIDENTS, MEMBERS OF THEIR FAMILIES, GUESTS, AGENTS,
SERVANTS, EMPLOYEES AND LICENSEES. THE TENANT IS RESPONSIBLE
FOR THE ACTIONS OF ALL OF THE ABOVE.**

*****PUBLIC AREAS*****

- 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.

- 2> The sidewalk entrances, passages, public halls, vestibules, corridors and stairway of the buildings shall not be obstructed or used for any other purpose than ingress to and egress from the apartments.

- 3> City ordinance forbids smoking in any public area of the buildings. This includes the vestibules, hallways, and stairways.

- 4> Children shall not play in the public halls, stairways, fire escapes or any public area of the buildings.

- 5> No public hall above the ground floor of the building shall be decorated or furnished by any Lessee in any manner.

- 6> No article shall be placed in the halls or basement, or on the staircase landings, nor shall anything be hung or shaken from the doors, windows, fire escapes, windowsills, and ledges of the buildings.

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7> No sign, notices, or advertisements shall be inscribed or exposed on or at any window brother part of the building, except such as shall have been approved in writing by the Managing Agent.

8> Residents are prohibited from distributing any type of mailing under the doors of their neighbors without prior written permission from the owner or the Managing Agent.

9>No one shall eat or drink in the public areas of the buildings.

10>All roof-top areas of the Building shall not be used at anytime or for any reason.

11>No radio or television aerial shall be attached to or hung from the exterior of the building.

12>The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may by done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.

******INSIDE UNITS******

13>No window guards or other window decorations or gates shall be used in or about any unit, unless required by law, except as shall have been approved in writing by the owner or the managing agent, which shall not be unreasonably withheld or delayed.

14>All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirement or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction and the Lessee alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit owners unit.

15> Each unit must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least 80% of the floor area of each room excepting only kitchens, bathrooms, and closets. The owner also requests that occupants be aware of the extra noise created by wearing boots, heels, etc., and be considerate of their neighbors.

16>Requests for repairs of non-emergency nature must be submitted to the super in writing. Please include a daytime telephone number on the request. Only emergency service should be requested by telephone. Examples of emergencies include, running leaks, electrical outages or burning etc. Please forward a copy of the repair request to the managing agent's office.

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17> No Lessee or occupant 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 unit.

18> Nothing shall be done or kept in any unit or the public area, which will increase the rate of insurance of the buildings or contents thereof without the prior written consent from the owner or the managing agent. No Lessee shall permit anything to be done or kept in his unit which will result in the cancellation of Insurance on the building or which would be in violation of, any law.

19> If any key or keys are entrusted by Lessee or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the owner or managing agent, The acceptance of the key shall be at the sole risk of such Lessee and neither the owner or the managing agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

20>The owner or the managing agent may retain a key for each unit. If any lock is altered or a new lock is installed, the owner or the managing agent shall be provided with a key thereto immediately upon such alteration or installation. If Lessee 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 the House Rules and Regulations and has not furnished a key to such owner, or managing agent, then the owner and or its managing agent may forcibly enter such Unit without liability for damages or trespass by reason thereof

21>No bird or animal shall be kept or harbored in the building unless the same in each instance be expressly permitted in writing by the Lessor; Such permission shall be revocable by the Lessor. No pigeons or other birds or animals shall be fed from the window sills, fire escapes, or court spaces or other public portions of the buildings, or on the sidewalk or street adjacent to the buildings, **THERE ARE NO PETS ALLOWED**

26>The agents of the Lessor, and any contractor 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, as additional rent.

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*****RULES FOR MOVE-INS AND MOVE OUTS *****

27> Lessee's must notify the managing agent, and the super prior to the move. Moving will be done between 9:00 AM and 5:00 PM Monday through Friday. An appointment scheduled with the managing agent is required one week prior to the move. If the move lasts beyond 6:00 PM, there will be a charge of \$50.00 per hour for the superintendent. No moving will be allowed after 8:00 PM under any circumstances.

28>If a moving company is evolved they need to provide us with their certificate of insurance listing Refco Management Co Inc. and 313 East 90th LLC as additional insured. They also need to provide proof of Workman's Compensation.

29>No moving will be allowed on weekends or holidays unless approved by either the owner or the managing agent. If allowed there will be a fee of \$75.00 for the superintendent to be available.

30 > The Lessee is required to make an appointment with the superintendent to do the final walk threw of the apartment and to turnover keys before the date of their lease expiration. **Failure to do so will result in loss of security**

*****Repairs*****

31> Any request for repairs for inside the unit must be submitted in writing to the managing agent.

*****Garbage*****

32>All garbage must be put in leak proof bags and be well secured. NOTE THAT RECYCLING IS NOW MANDATORY! NO GARBAGE SHOULD BE LEFT OUT AFTER 9:00 P.M. MONDAY THROUGH FRIDAY AND AFTER 4:30 PM ON SATURDAY AND SUNDAY. PLEASE BE AWARE OF PICK UP DAYS, AND RECYCLING REGULATIONS FOR THE BUILDING. Please make arrangements with the superintendent for all bulk items.

33> No garbage is to be left in the hallways or outside of the garbage bins in front of the building.

34> If the building receives a trash ticket due to the lessee failure to throw it away probably the lessee will be responsible for the fine.

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*****NOISE*****

35> Lessee and occupants shall not cause or permit any unusual or objectionable noise or orders to be produced upon or to emanate from their units.

36> No Lessee and or occupant shall make or permit any disturbing noises or activities in the unit or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other tenants, occupants of the building.

37> No Lessee or occupant shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, to operate or permit to be operated a phonograph or radio or television set or other loudspeaker in such unit owner's or occupant's unit between. 11:00 pm and the following 9:00 am, if same shall disturb or annoy other occupants of the building.

*****Rent*****

38> Rent is due and payable on the first of each month. Any rent received by the managing agent, post marked after the 10th of any month shall incur a late fee penalty in the amount of \$25.00 for each month that the rent is received late. Checks need to be payable to 313 EAST 90th LLC and mail to Refco Management Co. Inc P.O Box 807 Wurtsboro NY 12790

39> If a payment is returned from the bank, the Lessee shall be responsible for the late fee penalty and the bank fee of \$30.00 per occurrence.

*****AIR CONDITIONS*****

40> In regards to the Air conditions Lessees have two option before they occupy the unit. The Lessee can have the air condition in the unit upon them taking occupancy, however It is understood by the lessee that this service is not required by the landlord, and must be maintained and serviced by the Lessee. In the event that the Lessee requests the owner to install a new air conditioner in the apartment, the owner will install same and a charge of \$5.00 per air conditioner per month which is a separate charge from your rent. In order to receive this agreement the Lessee must sign the air condition rider which is provided before taking occupancy. If the air conditioner rider is not signed Lessee agrees that it is their sole responsibility to provide their own air conditioner.

41> Air conditions are not allowed in any window of the unit only in the sleeves that are in the unit. Lessee also needs to schedule with the super to install their air conditioner.

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*****Penalties*****

Any infraction created by the lessee or their guest of these house rules shall receive a monetary penalty. The fee for the first violation shall be \$100.00, the second violation shall be \$200.00, the third violation shall be \$500.00. If payment is not received within 30.00 days of the violation will result in a \$25.00 late fee per month.

*******ACKNOWLEDGEMENT*******

By signing below you have reviewed and understand all rules and agree to the terms of the buildings house rules.

Tenant Name (Print)

Date

Tenant Signature

Tenant Name (Print)

Date

Tenant Signature