

85 LIVINGSTON TENANTS CORP

85 Livingston Street
Brooklyn, NY 11201

House Rules

1. As used in these House Rules, the term "Lessee" shall include shareholder, their family members, tenants, subtenants, occupant, and any other persons residing in the apartment, and guests. The term "Lessor" as used in these Rules shall mean the Apartment Corporation (85 Livingston Tenants Corporation).
2. The common halls and stairways of the building shall not be obstructed or used for any purpose other than the entering and exiting of the apartments in the building. No article shall be placed in the halls or on the staircase landings.
3. Fire stairs and terraces shall not be obstructed in any way. Lessee shall not place any items (permanently or temporarily) on the fire stairs, nor shall Lessee hang or shake any items outside of the doors, windows, or terraces of any apartment. Lessee shall not place any items on the outdoor windowsills of the building.
4. No patrons of any professional/commercial space shall be permitted to wait in the lobby or use any of the building facilities.
5. Lessees shall not be permitted in any common areas of the building without proper attire.
6. Children shall not play in public halls, stairways, fire stairs or elevators.
7. No Lessee shall be permitted on the roof.
8. The decoration or furnishing of any common hall in the building is prohibited without the prior written consent of the Board of Directors.
9. Lessees have a right to the "quiet enjoyment" of their apartments. Therefore, any unreasonable and/or disturbing noise is not permissible at any time. No Lessee shall make or permit any disturbing noises in the building or do anything or permit anything to be done therein, which will unreasonably interfere with the right, comfort, or convenience of other Lessees. Disturbing noises include but are not limited to, loud music/radio, television, instruments, dog barking, jumping, etc.

No Lessee shall make disturbing noise of any kind (either within Lessee's apartment or in the common areas) between the hours of 11:00 p.m. and 8:00 a.m. the following day.
10. Construction, repairs, or other installations to Lessee's apartment (hereafter "Work") are only permissible on weekdays, and only between the hours of 9:00 a.m. and 5:00 p.m. except for emergency repairs.
11. Lessees moving in or out of the building (hereafter "Moves") may only do so on weekdays, and only between the hours of 9:00 a.m. and 5:00 p.m. All Moves must be scheduled in advance with the managing agent.

12. Work and Moves are prohibited on the following holidays:

New Year's Day/New Year's Day 'Observed'

Martin Luther King Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Rosh Hashanah

Yom Kippur

Columbus Day

Veterans Day

Election Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

13. No awnings, window air conditioning units, or ventilators shall be used in or about the building. Lessor shall not allow anything to protrude out of any window of the building.

14. No sign, notice, advertisement, or illumination shall be inscribed or exposed on or around any window or other portion of the building, except for those that have been approved in writing by the Lessor.

15. All deliveries must be made via the service entrance and service elevator after the delivery person has first checked with the doorman to make sure that the Lessee is at home to receive such delivery. In the event the service entrance is closed, the delivery person shall be permitted to walk through the lobby to gain access to the service elevator.

16. Trunks and heavy baggage must be taken in or out of the building through the service entrance.

17. No bicycles, scooters, skateboards, roller blades, luggage carts or similar vehicles (except for handicapped vehicles and/or equipment) shall be allowed to stand in any common hall, passageway, or other common area of the building. Such vehicles shall enter and exit the building only through the service entrance and MUST USE THE SERVICE ELEVATOR.

No strollers shall be allowed to stand in any common hall, passageway, or other common area of the building.

18. No Lessee shall send any employee of the Lessor out of the building on any private business during the employee's working hours; nor shall any Lessee engage any employee of the Lessor in work of a private nature within the apartment during the employee's working hours.

19. All pets except for service animals and those contained securely in a carrying case must be transported in and out of the building on a leash, and via the service entrance and elevator. Small pets (i.e. under 15 lbs. may be carried) In the event that the service entrance is locked, pets may be transported in and out of the building through the main entrance but must still use the service

elevator. No pet shall be permitted in any public portion of the building unless it is carried or on a leash.

Residents with dog(s) may transport their dog(s) in and out of the building via the main elevator between 9:00 A.M. and 5:00 P.M. on WEEKDAYS ONLY. Dog walkers and guests with dog(s) must continue to use the service elevator. Residents with dog(s) may enter the building using the main entrance from 10:00 P.M. until 7:00 A.M.; the service entrance must be used at all other times as outlined in the paragraph above.

20. No radio or television aerial shall be attached to or hung from the exterior of the building.
21. Use of the laundry room is restricted to residents (including their guests and/or employees) of the building only. Residents shall only use the laundry room during such hours as may be designated by the Lessor.
22. Unless expressly authorized in writing by the Lessor (to be determined on a case by case basis), the floors of each apartment 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, closets and foyer.

In each case where the floors in an apartment are being repaired and/or the current flooring in the apartment is removed, a soundproofing barrier must be secured in place before installing new flooring on top of it.

23. The Lessee shall keep the windows of their apartment clean. In the event Lessee fails to clean said windows within ten days after receiving notice in writing from the Lessor or the Managing Agent to do so, such cleaning may be performed, or arranged for, by the Lessor, who 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.
24. The following rules shall be observed with respect to compactor equipment:
 - I. All wet debris is to be securely wrapped or bagged in small package size to fit easily into the chute.
 - II. Debris should be completely drip-free before it leaves the apartment and carried to the garbage area in a careful manner and in a drip-proof container; then placed into the chute so that it will drop into the flue for disposal.
 - III. Crates, sticks of wood or other solid matter too large to easily fit through the chute shall not be stuffed into the chute. Such items should be left in a neat manner on the floor in the garbage area. Recyclable items (i.e. cartons, boxes, etc.) shall be disassembled (i.e. folded flat) and brought to the basement for recycling.
 - IV. Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans, or any other inflammable, explosive, highly combustible substances, or lighted cigarettes or cigar stubs be thrown into the compactor chute.
 - V. Vacuum cleaner bags must never be emptied into the chute. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then placed through the chute into the flue.
 - VI. Large bulk items: Residents are required to schedule a pickup appointment with DSNY (New York City Department of Sanitation) by calling or scheduling online. Upon scheduling online, please put over-sized waste at the curb after 4PM the night before your pickup appointment date. No resident can leave any items on the garage ramp. Failure to follow

the policy will result in a \$25 - \$100 fine and/or a bill back for the labor it takes to relocate your items to the curb.

25. 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, and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

26. Smoking Policy:

New York City law prohibits smoking in all common areas of the building, inclusive of the entrance, elevators, hallways, stairwells, roofs, courtyards, basements, laundry facility, storage, garages/parking, and within twenty (20') feet of any entrance or window. Lessor prohibits smoking within fifty (50') feet of any entrance or window. Lessees are required to refrain from smoking in the designated common areas of the building and prevent both secondhand smoke and noxious odors from emanating into the common areas and migrating to other apartments. This policy applies to all Lessees including shareholders, roommates, guests, employees, licensees, contractors, caregivers, and service personnel, as well as members of their immediate family.

“Smoking” means inhaling, exhaling, breathing, chewing or carrying a lighted cigar, cigarette, pipe or other tobacco product or similar light product or marijuana or electronic smoking device (now known or here after devised) or any illegal substance in any manner or any form. Smoking can interfere with the quiet enjoyment of other shareholders; therefore, smoking is discouraged in your apartment. Lessor reserves all of its rights and remedies to require that any current smoker make reasonable accommodations to their neighbors and take realistic measures to contain such smoke and/or odor and/or otherwise prevent the second hand smoke and odors entering into other apartments and/or the common areas of the building. If you must smoke in your apartment you must provide adequate air purifiers/filters so no smoke from your apartment infiltrates other units or common areas and so other shareholders are not adversely affected by secondhand smoke.

Second-hand smoke complaints: Upon receipt of complaints concerning second-hand smoke that are not resolved by sealing the conduits and/or vents, Lessee shall be required to purchase an approved smoke- eliminating HEPA filter device, and must ensure that the HEPA filter be operational and effectively eliminate the source of such second-hand smoke. In the event Lessee fails to purchase the HEPA filter – following notice of such complaint– the Lessor shall have the right to purchase and install such filter and charge the cost to the shareholder as a special assessment.

No owner, resident or guest shall throw or toss, or permit to be thrown or tossed, any cigarette/cigar butt or any other substance related to smoking out of any window or terrace, into any of the halls, stairwells, elevator cabs, elevator shafts, or onto the entry steps, ramps or sidewalks to the building.

Non-compliance, after notice, with the requirement to seal the smoker’s unit, or to purchase and use a filter device, shall be deemed after fourteen (14) days an intentional violation of house rule #26. Accordingly, any apartment that is found to have vented smoke into a common hallway or has not sealed their unit or has not installed a filter device shall be fined for the first such occurrence.

27. Lobby Usage:

Lessees shall be able to use the building's lobby common building use (book club, etc.) (hereafter "Gathering"). All requests for lobby usage (personal or building use) must be made through management.

Lessor shall not require a deposit for a Gathering provided that: (i) the Gathering is among Lessees; (ii) no food will be served; And (iii) the Lessee organizing such gathering must first post information for such Gathering on the building's website, and invite all Lessees to attend.

Lessor will permit a Lessee to use the lobby for a personal event (i.e. birthday party, etc.) pursuant to the following fees:

- \$100 per hour for weekday/weeknight
- \$150 per hour on weekend or holiday (as defined above)

In addition, Lessor shall require a refundable \$300 damage deposit to be provided to the managing agent within three business days prior to the event.

All functions must end by 10:30 P.M. with clean up done by 11:00 P.M.

Lessee's homeowner's insurance information must be on file with management and Lessee shall agree to indemnify and hold Lessor harmless from any and all claims, injuries, damages, costs, expenses, and repairs resulting from such use of the lobby.

All vendors must provide a certificate of insurance and list the Corporation as an additional insured party.

*Hard alcohol is not permitted to be served in the lobby. Only beer and wine are permitted to be served. If you wish to serve these beverages, the fees/deposits listed above will be doubled, and Lessee will be required to sign additional documentation pertaining to the event (to be provided by the managing agent). *

28. Lessor and its Board of Directors has the right to impose the following fines for non-compliance with any of these rules:

1st Offense - Written Warning

2nd Offense - \$25

3rd Offense - \$50

4th Offense - Fine to be determined by The Board of Directors on a case-by-case basis.

29. All shareholders are required to maintain an active homeowner's insurance policy with a minimum of \$500,000 in liability cover and listing 85 Livingston Tenants Corp. as an interested party/additional insured. Management will collect and track policy information to ensure compliance by all shareholders.

If coverage lapses, the shareholder will have 30 days to provide management with updated proof of insurance. After 30 days, the shareholder will be fined \$250 per month that they do not have insurance. This charge can be assessed retroactively.

If an incident occurs and a liable shareholder does not have insurance, they will not only be required to pay for all repairs out of pocket but will also be charged a one-time penalty of \$5000 in addition to the \$250 monthly fine.

30. Complaints regarding the service of the building shall be made in writing to the Managing Agent.

31. All residents and their visitors will be required to wear a face covering (covering both the nose and mouth) while in the common areas of the building at all times. Common areas are the lobby,

elevators, hallways, laundry room, stair wells and any other areas of the building that is outside of your individual apartment. Those who violate this rule will be subject to fines as outlined in section 28 of these house rules.

32. SUBLET POLICY:

- I. Any shareholder wishing to sublease their apartment must have resided in the apartment for at least three (3) years prior to requesting to sublease their apartment.
- II. You may sublet for a maximum of six (6) one-year terms. The term cannot be for less or more than one year. Should your tenant terminate the lease before the end of the year, you will not be entitled to a refund of your sublet charge and it counts as a full year of your sublease. After six one-year terms, the shareholder cannot sublet the apartment for a minimum of three (3) years before requesting to sublet again.
- III. The renewal of a sublet must be approved by the Board of Directors. You must forward to Management a letter of your intent to renew at least Sixty (60) days prior to expiration.
- IV. Your subtenant(s) may only take occupancy of the apartment after you have been notified of Board approval. A fine of four (4) months maintenance will be charged to any shareholder who has sublet their apartment without first obtaining Board approval.
- V. For sublet renewals, Board approval must be obtained before the expiration date.
- VI. A security deposit equal to two (2) months maintenance will be required and held in an interest-bearing account.
- VII. The sublet fee structure is as follows:
Year 1 - 20%; Year 2 - 30%; Year 3 - 40%; Year 4 - 60%; Year 5 - 100%; and Year 6 - 110%.
(all percentages are of the total annual maintenance for the apartment)

33. Cryptocurrency mining, or cryptomining, (the process in which transactions for various forms of cryptocurrency are verified and added to the blockchain digital ledger) is strictly prohibited and immediately subject to fines. The fine will be determined by The Board of Directors on a case-by-case basis.

34. Open House Policy:

- I. Open Houses are permitted Monday through Sunday from 9:00AM to 7:00PM.
- II. At least one (1) day in advance, the shareholder or shareholder's Broker must notify management or the Resident Manager through BuildingLink by noting the date and time of a scheduled open house or any special appointment showings. Permission to enter and brokers information must be noted in BuildingLink as well.
- III. Visitors must be accompanied at all times by the shareholder or shareholder's designated broker. Visitors will be required to sign in and will be directed to wait in the lobby until they can be escorted by the designated broker. If the Broker is meeting his/her clients at the building, they must meet outside or in the lobby of the building.

- IV. While in the building, the Broker (and all persons accompanying Broker) shall only visit the designated apartment, common areas and amenities. They shall not view the roof, machine operating rooms or any other areas designated for staff only.
 - V. The open house policies are subject to change due to the COVID-19 pandemic, please contact management for the building's most recent COVID-19 guidelines and procedures.
35. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time at the discretion of Lessor.
36. These House Rules may be added to, amended, or repealed at any time by resolution of the Board of Directors.

BY RESOLUTION OF THE BOARD OF DIRECTORS, AT A REGULAR BOARD MEETING HELD ON JULY 15, 2020.

AMENDED SEPTEMBER 2021.