

MAXWELL - KATES, INC.

*244 Madison Realty Corp. Cooperative Purchase Application
244 Madison Avenue
New York, New York 10016*

Effective as of February 27, 2012

Please forward one original copy of the complete package to the Closing department at Maxwell-Kates, Inc. Please do not submit incomplete packages. Incomplete packages are not processed. (8 x 11 copies preferred and all information must be legible). Interview of the applicant(s) is by the members of the Board and approval is by the Board of Directors. Members of the Board will not schedule an interview with the applicant(s) if any information is missing from the application. The Board of Directors and/or management reserve the right to request additional information at any time during the review and interview process. All proposed shareholders and occupants must be available to interview in person before the members of the Board.

IMPORTANT NOTES:

- 1) **ALL SOCIAL SECURITY NUMBERS MUST BE BLANKED OUT ON TAX RETURNS**
- 2) **NO DOGS ALLOWED**
- 3) **NO SMOKING ALLOWED (SMOKE-FREE BUILDING)**
- 4) **ALL SHAREHOLDERS MUST PROVIDE EVIDENCE OF AT LEAST \$500,000.00 OF PERSONAL LIABILITY INSURANCE**
- 5) **ALL REFERENCE LETTERS MUST BE SIGNED AND HAVE THE WRITERS NAME AND ADDRESS**

Maximum Financing: 75%

Please complete the following Application Submission Requirements:

- 1) Purchase Application, completed and signed. (Please include names and ages of all proposed occupants)
- 2) Contract of Sale executed by all parties.
- 3) Lead Paint Disclosure form and Window Guard form must be executed by Seller, Purchaser, and Agent.
- 4) Credit authorization form and Contact Information Form to be completed by purchaser(s).
- 5) Applicant Releases for the Board and the managing agent to be executed by purchaser(s).
- 6) Purchaser(s) to submit letter from present landlord or managing agent.
- 7) Letter from employer(s) stating job function, salary and length of employment.
- 8) House Rules acknowledgement, Homeowners Insurance acknowledgement and Contact Information Form must be executed by all parties.
- 9) If financing, commitment letter, appraisal and three (3) original executed Aztech Recognition agreements must be submitted with the package.
- 10) Applicant(s) must each submit two (2) personal letters of reference and one (1) financial letter of reference.
- 11) Net Worth affidavit must be executed by purchaser(s).
- 12) Statement of Assets and Liabilities must be filled out by all purchaser(s). (Balance sheet, notes to balance sheet, annual income statement and expense). Packages must include verification of assets, two (2) consecutive monthly statements for all accounts (i.e. letter from bank(s) stating type of account, amount on deposit, in dollars and age of account monthly brokerage statements, etc.)
- 13) Applicant(s) must submit the 1040 income tax forms of that last two (2) years with corresponding W-2 forms. **OVER >**

9 East 38th Street, 6th Floor, New York, NY 10016

Tel: 212.684.8282 Fax: 212.684.8077 www.maxwellkatesinc.com

MAXWELL - KATES, INC.

Special Estate Transfer Requirements: (Please submit a fee of \$500.00 payable to Maxwell-Kates, Inc for the required review by in-house legal counsel).

- 1) Certified copy of Death Certificate
- 2) Original testamentary letters (within the last (6) six months).
- 3) Copy of the Decedent's Will with attorney Certification,
- 4) Affidavit as to the payments of Debts and Domicile.
- 5) Internal Revenue Service Certificate discharging property subject to Federal Estate Lien.
- 6) New York State Certificate discharging property subject to New York State Tax Lien.

Please be advised that a Power of Attorney will not be permitted for the Executor. The Executor must attend or have all documents pre-signed. If there is more than one executor, one must be present at closing and the other(s) must have all documents pre-signed.

Fees Due Upon Submission of Package:

- 1) Check in the amount of \$165.00 per each individual applicant named on the contract and as a guarantor (if applicable), payable to Maxwell-Kates, Inc. for credit/criminal reports (non-refundable).
- 2) Application fee from purchaser in the amount of \$350.00 payable to Maxwell-Kates, Inc., (non-refundable),
- 3) Packages Reproduction Fee from purchaser payable to Maxwell-Kates, Inc: \$195.00 (non-refundable)
- 4) Move-out fee of \$750.00 (non-refundable) from seller payable to 244 Madison Realty Corp.
- 5) Move-in fee of \$750.00 (non-refundable) from purchaser payable to 244 Madison Realty Corp.
- 6) Move-out deposit (refundable if no damage to the buildings common areas after move) of \$500.00 from seller payable to 244 Madison Realty Corp.
- 7) Move-in deposit (refundable if no damage to the buildings common areas after move) of \$500.00 from purchaser payable to 244 Madison Realty Corp.

Fees Due at Closing: (Please note that if the closing is not completed within two (2) hours, an additional charge of \$250.00 per hour will be added to the fee. If our transfer agent attends a closing that is not consummated, or if the closing is adjourned with less than 48 Hour's notice, there will be an additional charge of \$250.00).

- 1) Sellers Transfer Fee of \$650.00 payable to Maxwell-Kates, Inc. If this is an estate sale, this fee will be \$800.00
- 2) Sellers Transfer Stamp Tax Fee of \$00.05 per share payable to Maxwell-Kates, Inc
- 3) If financing a purchase, a processing fee of \$300.00 from purchaser made payable to Maxwell-Kates, Inc.

The seller must be fully paid up on all maintenance charges, assessments and any other obligations to the Corporation prior to any transfer of shares. The proposed owner cannot occupy an apartment and no furniture may be moved in until after the closing.

TO: BOARD OF DIRECTORS

The undersigned hereby submit this application to purchase _____ shares of stock in (the "Corporation") and the Proprietary Lease for apartment _____ located at _____

We/I hereby acknowledge our/my understanding of the following:

1. Pursuant to authority granted in the Proprietary Lease and By-Laws of the Corporation, the Board of Directors will utilize this application to obtain background information regarding proposed purchases of the Corporation's stock.
2. The Board of Directors may require additional information and will require that applicant(s) appear for a personal interview.
3. The proposed purchase cannot be consummated without the Board's consent.
4. We/I have read the Proprietary Lease, By-Laws and House Rules which govern occupancy of the apartment and which would govern the occupancy by the applicant.
5. In no event will the Corporation, Board of Directors or its agents be responsible for any liabilities or expenses incurred by an applicant whose application is disapproved.
6. While the Board of Directors will attempt to review all applicants promptly, the Corporation, the Board of Directors, and its agents assume no responsibility for expenses or liabilities resulting from the delay in its review.
7. Falsification of any of the enclosed information, or omission of material information herefrom, may result, without limitation, in revocation of the Board of Directors' approval and termination of the applicant's Proprietary Lease.

The undersigned hereby authorize(s) the Board of Directors and/or its agents to contact any of the employers, banks, landlords, educational institutes, references, etc. described herein in order to elicit information bearing upon this application.

The undersigned hereby makes this application to purchase shares of stock in the Corporation and the Proprietary Lease for the apartment described above.

The undersigned acknowledges that, if this application is accepted, the undersigned will not, without prior written consent of the Board of Directors: pledge the shares of the Corporation's stock; make structural alterations to the apartment; sublease apartment; permit non-family members to reside in the apartment for more than one month; use the apartment for other than residential purposes; or violate any provisions of the Proprietary Lease, House Rules, By-Laws. The undersigned acknowledges that the undersigned is acquiring the apartment in an "as is" condition.

The undersigned confirms the accuracy of all the information contained herein.

Applicant Signature

Date

Co-Applicant

Date

Guarantor Signature (if applicable)

Date

APPLICANT'S RELEASE

RE:

Apt. # _____

The undersigned applicant(s) is (are) submitting an application to Purchase the above referenced apartment.

Applicant(s) has submitted payment for certain fees including but not limited to check applicants' credit/criminal and to process this application.

Applicant(s) acknowledges that the application to Purchase the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning the building in its sole discretion and that if the applicant is not approved, no reason for the disapproval needs to be given. Whether the application is approved or not approved, certain costs and expenses will be incurred and the fees described above will not be refunded to the applicant(s).

The applicant(s) release both the Cooperative Corporation and the managing agent from any liability for the return of these funds incurred in processing the application, the applicant agrees that in the event the application seeks recovery of such fees, the applicant shall be liable for all costs and expenses (including attorney's fees) incurred by the Cooperative and/or managing agent.

Applicant Signature

Applicant Signature

Contact Information Form

Seller Name: _____

Purchaser Name: _____

Apartment Address: _____ Apartment: _____

Purchaser: _____

Alternate Address (if applicable): _____

Purchaser Phone # _____ Business Phone # _____

E-mail: _____ Cell phone#: _____

Occupant Information:

Name of Occupant(s): _____

Phone #: _____

Business phone #: _____

E-mail address: _____

Cell Phone #: _____

For Seller(s):

For Purchaser(s):

Attorney: _____

Phone # _____

E-mail address: _____

Broker: _____

Phone # _____

E-mail address: _____

PURCHASER(S) GENERAL INFORMATION

	Applicant	Co-Applicant
Name:	_____	_____
Address:	_____ _____	_____ _____
*Years at Residence:	_____	_____
Home Phone No.:	_____	_____
Social Security No.:	_____	_____
Citizenship:	_____	_____
Employer:	_____	_____
Address:	_____ _____	_____ _____
Business Phone No:	_____	_____
Nature of Business:	_____	_____
Period Employed:	_____	_____
Title Held:	_____	_____
Education and Professional Background:	_____	_____

- If your residence or employer has changed in the last two years provide that additional information on the back of this page.

Please answer yes or no to the following questions:

	<u>APPLICANT</u>	<u>CO-APPLICANT</u>
a. Have you any outstanding judgments?	_____	_____
b. In the last 7 years, have you been declared bankrupt?	_____	_____
c. Have you had property foreclosed upon or given title of deed in lieu thereof?	_____	_____
d. Are you a party in a law suit?	_____	_____
e. Are you obligated to pay alimony, child support or separate maintenance?	_____	_____
f. Other than the mortgage, will any part of your cash payment be borrowed?	_____	_____
g. Do you or any member of your family have diplomatic status?	_____	_____
h. Are you a co-maker/guarantor for any loan?	_____	_____

If a "Yes" answer is given to a question in this column, please explain on the back of this page.

REFERENCES

FINANCIAL:

<i>Institution</i>	<i>Address</i>	<i>Account #</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PERSONAL:

BUSINESS:

1. Name (s) in which cooperative stock will be held:

2. Names and relationship of proposed occupants of the apartments and ages of children, if any:

3. Will this apartment be your main residence? _____

a. If not, the approximate number of days per month you will use this apartment:

4. Address and phone number of main residence:

5. Is this your first time purchasing a Co-op? _____ If no, where else have you owned?

6. Do you plan to do any renovation of the apartment? _____ If yes, please specify:

AFFIDAVIT AS TO NET WORTH

NOTE: If purchaser, loan or sublease is being made by more than one person, each applicant must submit an affidavit as to the applicant's net worth.

STATE OF NEW YORK }ss:

COUNTY OF NEW YORK }

_____, being duly sworn, deposes and states the following: I submitted herewith a true statement of my assets, liability and current net income. I make this affidavit in order to induce the Board of Directors of **244 Madison Realty Corp.** (the "Apartment Corporation") to approve the following:

(Cross out inapplicable portion)

1) The transfer to me of stock of said Corporation now owned by (CURRENT SHAREHOLDER(S) NAME): _____ and the assignment to me of the lease of apartment # _____ at **244 Madison Avenue, NY NY 10016.**

2) The borrowing by me of \$ _____ on the security of stock of **244 Madison Realty Corp.** (the "Apartment Corporation") which now is or hereafter will be owned by me.

Applicant's Signature

Applicant's Signature

Sworn to me

This _____ day of _____ 20__

Notary Public

ASSETS

	<u>As of Date of Application</u>	<u>Proforma After Purchase</u>
Cash Down at Contract	_____	_____
Checking Accounts (Note 1)	_____	_____
Savings Accounts (Note 1)	_____	_____
Marketable Securities	_____	_____
Life Insurance Net Cash Value	_____	_____
Non-Marketable Securities (Note 2)	_____	_____
Real Estate Owned (Note 3)	_____	_____
Automobiles/Pleasure Craft Owned	_____	_____
Vested Interest in Retirement Fund	_____	_____
Net Worth of Business Owned (Note 5)	_____	_____
Furniture and Personal Property	_____	_____
Notes Receivable	_____	_____
Other Assets	_____	_____

TOTAL ASSETS

LIABILITY

Installment Debt Payable (Note 6)	_____	_____
Other Unsecured Loans (Note 6)	_____	_____
Mortgage Loans (Note 6)	_____	_____
Automobiles/Pleasure Craft Loans	_____	_____
Other Secured Loans (Note 6)	_____	_____
Other Liabilities (Note 7)	_____	_____
Income Tax Payable	_____	_____

TOTAL LIABILITY

TOTAL ASSETS -
TOTAL LIABILITIES
= NET WORTH

Please indicate below any lease commitments (autos, pleasure crafts, etc. to which you are obligated.)

PURCHASER'S SIGNATURE _____ PURCHASER'S SIGNATURE _____

NOTES TO BALANCE SHEET

Note 1

Account #	Name and Address of Banking Institution	Balance
_____	_____	_____
_____	_____	_____
_____	_____	_____

Note 2

No.	Type of Shares	Issuer	Market Value	Monthly Dividend & Interest
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Please submit brokerage statements or other reports)

Note 3

Address of Property	Type of Property	Cost of Property	Market Value	Amt. of Mort. & Other Loans
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Monthly Gross Rental Income	Monthly Mort. Pyt.	Monthly Tax Maintenance & Misc. Pyts.	Monthly Rental Income
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Note 4 Make and Year of Vehicle: _____

Note 5 Briefly Describe Other Assets: _____

Note 6 Please provide the following for all Debt:

Creditor's Name and Address	Acct. No.	Monthly Payments	Unpaid Left	Balance
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Note 7 Briefly describe any other liabilities:

ANNUAL INCOME STATEMENT

Income (Annual)	Applicant	Co-Applicant
Salaries	_____	_____
Bonus	_____	_____
Commission	_____	_____
Div/Interest	_____	_____
Alimony/Child Support	_____	_____
Rental Income	_____	_____
Sale of Capital	_____	_____
Other	_____	_____
(Itemize Separately)		
	1. _____	_____
	2. _____	_____
	3. _____	_____
	4. _____	_____
TOTAL INCOME:	_____	_____

Purchase Price for Stock \$ _____ Amount to be financed \$ _____

Loan Type: Fixed Rate: _____ or Adjustable Rate: _____

Interest Rate: _____ % Term: _____ yrs Monthly Payment: \$ _____ per month

Source of funds for each portion of purchase: _____

Monthly Maintenance: \$ _____ per month

Liquid assets after purchase: \$ _____

ESTIMATED ANNUAL HOUSING EXPENSES

Maintenance	_____
Mortgage	_____
Other Financing	_____
Real Estate Taxes	_____
Loans	_____
Other	_____
Total housing expense	_____
HOUSING TO INCOME RATIO:	_____

244 MADISON AVENUE REALTY CORP.
244 Madison Avenue
New York, NY 10016

AFFIDAVIT
PURCHASERS - RENTERS
NO DOGS

The undersigned hereby acknowledges and agrees that Apartment # _____ at 244 Madison Avenue, New York, New York, shall harbor NO DOGS in such apartment.

The undersigned further specifically acknowledges and agrees that a violation of the above shall be a default under the terms of the HOUSE RULES affecting such apartment and entitle 244 Madison Avenue Realty Corp. to commence dispossess proceedings.

In addition, the undersigned further acknowledges the obligation to reimburse the apartment corporation for its cost and expenses, including legal fees, resulting from such a breach.

Sworn to before me
This _____ day of _____

Notary Public

244 MADISON AVENUE REALTY CORP.
244 Madison Avenue
New York, NY 10016

AFFIDAVIT

PURCHASERS – RENTERS
PROPRIETARY LEASE / HOUSE RULES

I (we) acknowledge hereby my understanding of the HOUSE RULES and all terms of the proprietary lease stated herein. I (we) recognize that by acting to the contrary on any terms of the PROPRIETARY LEASE and the HOUSE RULES I (We) shall be in violation of terms and conditions of the PROPRIETARY LEASE and its supplements.

I (we) also state that I (we) have read the HOUSE RULES of the apartment corporation and give my (our) assurance that all members of my household and guests will conform to them.

The undersigned further specifically acknowledges and agrees that a violation of the above shall be a default under the terms of the House Rules affecting apartment # _____ and entitle 244 Madison Avenue Realty Corp. to commence dispossession proceedings.

In addition, the undersigned further acknowledges the obligation to reimburse the co-operative for its cost and expenses, including legal fees, resulting from such a breach.

Sworn to before me
This _____ day of _____

Notary Public

To: Tenant
Dated: January 1, 2008

From: Landlord

ANNUAL NOTICE

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

New York City law requires that tenants living in buildings with 3 or more apartments complete this form and return it to their landlord before February 15, each year. If you do not return this form, your landlord is required to visit your apartment to determine if children age 10 years or younger (under 11) live in your apartment. If young children live in your apartment, the law requires your landlord to inspect for and properly install window guards and to inspect for and safely repair peeling paint.

Peeling Lead Paint	Window Guards
<p>By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child age 6 years or younger (under 7) lives with you.</p> <ul style="list-style-type: none">You must notify your landlord in writing if a child under 7 comes to live with you during the year.If a child under 7 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections.Always report peeling paint to your landlord. Call 311 if your landlord does not respond.Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards. <p><small>These requirements apply to buildings with 3 or more apartments built before 1960. They also apply to buildings built between 1960 and 1978 if the landlord knows that lead paint is present.</small></p>	<p>By law, your landlord is required to install window guards in all your windows IF a child age 10 or younger (under 11) lives with you, OR if you request them (even if no children live with you).</p> <ul style="list-style-type: none">ONLY windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.It is against the law for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.Window guards should be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars. <p><small>These requirements apply to all buildings with 3 or more apartments regardless of age.</small></p>

Please check all that apply.

- A child age 6 years or younger (under 7) lives in my apartment.
- A child age 10 years or younger (under 11) lives in my apartment and:
- Window guards are installed in all windows as required.
 - Window guards need installation or repair.
 - Window guards are NOT installed in all windows as required.
- No child age 10 years or younger (under 11) lives in my apartment:
- I want window guards installed anyway.
 - I have window guards, but they need repair.

Signature _____

Telephone Number _____

Date _____

Deadline for return: February 15, 2008

PLEASE RETURN THIS FORM TO:

MAXWELL-KATES, INC.
9 EAST 38TH STREET
6TH FLOOR
NEW YORK, NEW YORK 10016

Call 311 for more information on preventing window falls and lead poisoning.

NAME: _____
ADDRESS: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (Initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (Initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

HOMEOWNERS INSURANCE

Please be advised that it is a policy of your apartment corporation that all shareholders carry Homeowners Insurance throughout their ownership. Therefore, we request that you include a copy of your insurance binder with this application.

Acknowledged and Agreed by:

Proposed Shareholder signature

Proposed Shareholder signature

Building Address: _____

Date: _____

IMPORTANT NOTE REGARDING INSURANCE REQUIREMENTS:

- a) comprehensive personal liability insurance coverage against claims of bodily injury and property damage, with a combined single limit of liability of at least \$500,000 per occurrence.
- b) all-risk personal property insurance coverage (including coverage for water damage) with respect to the furniture, fixtures and other contents of the Apartment, and the value of improvements and betterments to the Apartment.
- c) Such insurance policies shall be issued by one or more insurance companies, licensed to do business in New York.
- d) Co-op shall name Lessor as an additional insured party and designate the Lessor as a "certificate holder" entitled to notice if the policy is terminated.

Authorization Agreement for Pre-Authorized Payments

ACH DEBIT

I WANT TO ENROLL IN THE DIRECT PAYMENT OPTION AND HAVE MY MONTHLY PAYMENTS DEDUCTED AUTOMATICALLY FROM THE ACCOUNT ASSOCIATED WITH THE ENCLOSED CHECK.

PLEASE BE SURE TO ATTACH A CHECK DRAWN UPON THE CHECKING ACCOUNT, WHICH YOU WANT TO BE DEBITED FOR THE PRE-AUTHORIZED PAYMENT OPTION.

PLEASE SIGN THIS FORM WHERE INDICATED AS YOUR ACCEPTANCE AND AGREEMENT OF THE ACH DEBIT PROGRAM.

I AUTHORIZE AND INSTRUCT MY FINANCIAL INSTITUTION TO DEDUCT THE AMOUNT OF MY MONTHLY BILL FROM THE ACCOUNT ASSOCIATED WITH THE ATTACHED CHECK. MAXWELL-KATES, INC. WILL NOTIFY THE FINANCIAL INSTITUTION OF THE AMOUNT TO BE DEDUCTED. IF AT ANY TIME I DECIDE TO DISCONTINUE THE DIRECT PAYMENT OPTION, I MUST NOTIFY MAXWELL-KATES, INC. IN WRITING.

Signature:

Date:

Print Name(s):

Building Address:

Apartment #:

PLEASE ATTACH ORIGINAL VOIDED CHECK HERE

244 MADISON REALTY CORP.

HOUSE RULES

Revised 9/1/11

(1) BUILDING STRUCTURE

- a. No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Cooperative or the managing agent, nor shall anything be projected out of any window of the building without similar approval.
- b. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building, except such as shall have been approved in writing by the Cooperative or managing agent.
- c. No radio or television aerial or dish shall be attached to or hung from the exterior of the building without the prior written approval of the Cooperative or the managing agent.

(2) BUILDING EMPLOYEES

- a. No Resident shall send any employee of the Cooperative out of the building on any private business.
- b. No resident can borrow the building's ladders, tools or equipment.
- c. Residents can ask staff for assistance in their apartments during staff working hours if the maintenance pertains to a plumbing problem or heating problem. Otherwise, all work done in an apartment by staff has to be done during the staff member's off hours.
- d. The Cooperative assumes no responsibility for any injury or damage sustained while a staff member is doing personal work for a resident.

(3) BUSINESS USE

Apartments are to be used for living purposes only, except as approved in advance and in writing, by the Board of Directors for limited business use. This limited business use would permit, with board approval, the use of the apartment wherein customers, clients, patients, associates, employees and deliveries would not be intrusive.

(4) COMPLAINTS

- a. Complaints regarding the service of the building shall be made in writing to the managing agent of the Cooperative

(5) CONSTRUCTION and REPAIRS

- a. Construction or repair work or other installation involving noise shall be conducted in any Apartment only on weekdays (not including legal holidays) and only between the hours of 9:00 a.m. and 5:00 p.m.
- b. Residents are required to inform, in writing, all adjacent residents on the same floor, as well as above and below the apartment undergoing renovation, of the estimated timeframe and nature of the work.
- c. Water and heat shut offs require 3 days notice to the superintendent.

(6) DELIVERIES, MESSENGERS and MERCHANTS

- a. Weekday delivery and/or removal hours are 9:00 A.M. to 5:00 P.M. Large items must be delivered during the week.
- b. Saturday delivery and/or removal hours are 9:00 A.M. to 1:00 P.M. for small to medium size items only. Two elevator trips per delivery/removal are allowed.
- c. There are no deliveries and/or removals on Sunday.
- d. The superintendent must be notified 3 days in advance of all deliveries and/or removals.
- e. Supermarket delivery couriers must use building luggage carts to transport deliveries in elevators. Doorman will assist with luggage cart, when able.
- f. Messengers and trades people shall use such means of ingress and egress as shall be designated by the Cooperative.
- g. NO FLYERS from outside merchants and delivery couriers are permitted to be placed under doors. If residents find flyers, please report them to the doorman. If flyers continue, that merchant will be limited to the lobby.

(7) EXTERMINATOR

- a. The agents of the Cooperative, and any contractor or workman authorized by the Cooperative, 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 such.
- b. If a Resident retains an outside exterminator, it is at the Resident's expense.

(8) GARBAGE, REFUSE AND RECYCLING

- a. Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or managing agent of the building may direct.
- b. All food and non-recyclable refuse must be securely placed in strong, unbreakable bags and thrown down the garbage chute. Garbage and/or detergent should not be dropped on any floor.
- c. Newspapers, glass, cans, foil, bottles, plastic containers and other recyclable materials must be placed in the separate containers, located in Staircase A (near the elevators). No food of any kind should be left in the recycling containers.
- d. Boxes and newspapers left in recycling bins should be neatly stacked. Boxes should be flattened and if there are numerous boxes and newspapers they should be folded into plastic bags.
- e. For any large refuse, building staff should be called for assistance to remove such to the basement.
- f. At no time should door mats or area rugs be shaken in any public area (hallways, stairways).

(9) INSURANCE

At the time of purchase, sublease, renewal or refinance, all Shareholders are required to show proof of a minimum of \$500,000 liability insurance in addition to property, fire and theft insurance, with the Cooperative as a named insured on all of the above.

(10) KEYS

It is required that a set of keys for each apartment is provided to the Superintendent for emergencies. Residents failing to provide keys will bear the cost of repairs if their doors have to be opened in an emergency.

(11) LAUNDRY

- a. Laundry facilities are available 24 hours/day.
- b. Residents may be permitted to have a washing machine in lieu of a dishwasher, subject to Board approval.
- c. Laundry carts may not be removed from laundry room.

(12) MOVING IN AND OUT

- a. Moving in and out hours are weekdays 9:00 A.M. to 5:00 P.M. The Superintendent has the discretion to extend the hours on a case by case basis.
- b. You must notify the Superintendent at least 2 weeks in advance to schedule the date and time you intend to move.

(13) NOISE

- a. No Resident 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 Residents.
- b. Unless expressly authorized by the Board of Directors in each case, the floors of each Apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least eighty (80%) percent of the floor area of each room excepting only kitchens, pantries, bathrooms, and closets.
- c. No Resident shall make or permit any disturbing noises or play any musical instrument or operate any musical device or a radio or television or speaker, or make or permit any disturbing noises in such Resident's apartment between the hours of 11:00 P.M. - 7:00 A.M.
- d. Residents may call doorman with a noise complaint.

(14) OPEN HOUSES / SELLING APARTMENTS

- a. 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 Cooperative or its managing agent. These rules apply to all brokers.
- b. 72 hour advance written notice must be given to the Superintendent for all Open Houses.
- c. Doormen must be notified in advance when an apartment is being shown by appointment.
- d. Sunday is the only day permitted for Open Houses.
- e. Open Houses are restricted to 2-hour intervals from 11:30 am to 1:30 pm or from 2:30 pm to 4:30 pm. You may reschedule if closed out.
- f. Brokers, or their representatives, holding open houses must accompany a prospective purchaser, or a small group of purchasers, both to and from the apartment. This practice must be repeated for each apartment to be viewed. Prospective buyers must wait in the lobby until the broker, or broker's representative, is available.

(15) PARKING

No vehicle belonging to a Resident or to a member of the family, guest, subtenant or employee of a Resident shall be parked in such manner as to prevent access to the entrance of the building.

(16) PETS

- a. A maximum of two cats per apartment are permitted.
- b. No dogs or reptiles or large fish tanks are permitted in the building.
- c. Visitors are not permitted to bring their dogs into the building.
- d. No pigeons or other birds or animals shall be fed from the windowsills, balconies, court space or other public portions of the building, or on the sidewalks or street adjacent to the building.

(17) PLANTS

No Resident shall install any plantings on the terrace, balcony or roof without the prior written approval of the Cooperative. 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 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, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Resident to maintain the containers on good condition, and the drainage tiles and weep holes in operating condition.

(18) PUBLIC SPACES

- a. 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.
- b. 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 balconies or placed upon the windowsills of the building.
- c. No bicycles, scooters, baby carriages or similar vehicles shall be allowed to stand in the public halls, passageways or areas of the building.
- d. The lobby shall not be used as a waiting room for business invitees.
- e. Children shall not play in the public halls, courts, stairways or elevators. No child shall be left unattended in the lobby and no child shall be permitted on the roof unless accompanied by a responsible adult.
- f. The Resident shall not permit unreasonable cooking, smoking or other odors to escape into the building.
- g. Bare feet are not permitted in the lobby, mailroom and laundry room areas.
- h. Smoking is not permitted under the awning, in the lobby and hallways or on the roof.
- i. Throwing lighted cigarettes and other items off the rooftop or out of windows is prohibited.

(19) ROOF

- a. The roof is for the QUIET enjoyment of the residents of 244 Madison Avenue and their accompanied guest(s). It is open between the hours of 7:00 AM and 11:00 PM.
- b. EXCESSIVE NOISE is not permitted. Be considerate of your Penthouse and Upper Penthouse neighbors. They are disturbed by loud noise and the FURNITURE SCRAPING ALONG THE FLOOR TILES. Therefore, tables and chairs, if moved, must be lifted, not dragged, and returned to their original place.
- c. Please DO NOT SMOKE. We ask residents, and their guests, to act responsibly. We have found many cigarette butts wedged in the cracks between the roof tiles, especially in the alcove on the corner of 37th Street and Madison Avenue. This creates potential roof membrane damage, as well as the danger of fire.
- d. ALCOHOL is not permitted.
- e. Only use PAPER OR PLASTIC ware for eating and drinking. No glass containers, plates, glasses, etc. are permitted. They are a danger when broken.
- f. DISCARD REFUSE in designated receptacles and under no circumstances may any item be thrown off the rooftop.
- g. CHILDREN under the age of 14 must be accompanied by a parent. Parents will be held responsible for the behavior of their children.
- h. Please DO NOT PICK FLOWERS or disturb the TREES.
- i. COOKING, of any kind, is not permitted.
- j. WHEELED BICYCLES, roller skating, rollerblading, skateboarding, ball playing, wading pools, sandboxes, sprinklers and frisbees are not permitted.
- k. PETS are not permitted.
- l. Permission for a gathering of 10 OR MORE GUESTS (with a maximum of 20 guests) must be requested by completing the appropriate form and submitting it to the superintendent at least 7 days in advance. Decisions will be made in the order of their requests.
- m. Shareholders / residents will be held responsible for the cost of any damages and violators of the rules will be subject to fines. These General Rules and Regulations may be changed, amended or added to by Management without any written notification to shareholders / residents.

(20) SUBLETS

- a. Subletting of apartments is permitted subject to Board approval. Shareholder(s) wishing to sublet must be an owner and resident of the building for at least 2 years. Sublets must be approved by the Board on an annual basis. The sublet fee to the Cooperative is \$1,000.00 for the first year of the sublet, increasing by \$300.00 for every year the apartment is consecutively sublet.
- b. No apartment may be used as a business during the sublet. There will be a fine of \$1,000 for illegal sublets.
- c. All new sublets will require proof of insurance to be provided by shareholder, with the Cooperative as a named insured.
- d. The Subtenant must acknowledge, in writing, that no business associate or invitee may have access to the premises in his/her absence.
- e. Any shareholder in arrears and is subletting his/her apartment will not be approved for renewal.
- f. A Shareholder is required to provide automatic deduction of monthly maintenance.

- g. Subtenant smoking is prohibited in apartments subleased as of June 1, 2006 or thereafter. A violation of this rule can result in the sublet not being renewed.

(21) VISITORS / OVERNIGHT GUESTS

- a. Visitors must be announced before continuing into the building unless previously authorized by Resident.
- b. WHEN IN RESIDENCE, Shareholders and Subtenants may have overnight guests for a period not exceeding 30 days.
- c. WHEN NOT IN RESIDENCE, only Shareholders may have overnight guests, provided such guests are members of the Shareholder's Immediate Family (i.e. spouse, children, grandchildren, parents, grandparents, brothers, sisters and domestic employees). These guests may not themselves have overnight guests.
- e. A Subtenant may NOT have overnight guests when NOT IN RESIDENCE, regardless of their relationship, unless approved by the Board of Directors.
- d. Residents must have a completed Guest Registration Card on file with the door staff for the duration of their overnight guest's stay.
- e. The Shareholder shall not be entitled to receive any remuneration from guests.
- f. Written consent of the Board of Directors is required for any exception to the provisions of this Rule 21.

(22) WATER

- a. Water appliances shall only be used for their specific purposes. The cost of repairing any damage
- b. resulting from misuse of any water apparatus or appliances shall be paid for by the Shareholder in whose apartment it shall have been caused.
- c. "Wet Over Dry": Installation of devices or fixtures which are connected to plumbing is restricted to those areas of apartments which are in a vertical line with such devices and/or fixtures of other apartments in the same line.
- d. No single unit may have more than one "washing machine" (for dishes or clothes).

(23) WINDOWS

The Resident shall keep the windows of the Apartment clean. In case of refusal or neglect by the Resident during 10 days after notice in writing from the Cooperative or the managing agent to clean the windows, such cleaning may be done by the Cooperative or the managing agent, 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 Resident.

(24) ANY CONSENT OR APPROVAL GIVEN, UNDER THESE HOUSE RULES, BY THE COOPERATIVE SHALL BE REVOCABLE AT ANY TIME.

(25) THESE HOUSE RULES MAY BE ADDED TO, AMENDED, OR REPEALED AT ANY TIME BY RESOLUTION OF THE BOARD OF DIRECTORS.