

HOUSE RULES

HILLMAN HOUSING CORPORATION

As approved at Special
Meeting of Shareholders held
on September 18-19, 1996 and
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HOUSE RULES

1. **Creation and Purpose of House Rules.** In addition to its proprietary lease, Hillman Housing Corporation has adopted the House Rules set forth hereinafter for the safety, care, cleanliness and appearance of the Development and for the common good of all lessees.

(a) The Board of Directors of the Lessor may, from time to time, in its discretion alter, amend or repeal any of these House Rules. Any such change shall take effect upon the Lessor's giving the Lessee written notice of the same. The Lessor also reserves the right to make new policies and House Rules to carry out corporate purposes, and after adoption by the Board and notice to the Lessee, such additional policies and House Rules shall become part of these House Rules.

(b) The Board of Directors may set such fees as it deems reasonable and proper, and such fines as it deems reasonable and proper, to further the observance of the House Rules. Such fees and fines shall be collectible hereunder as additional rent.

(c) The Lessee has covenanted by the proprietary lease to comply with the House Rules of the Lessor and to see that they are faithfully observed by the Lessee's invitees, licensees, employees, agents, contractors and subtenants and others as are permitted to co-reside in the Apartment with the Lessee hereunder. Breach of a House Rule by any of these parties shall be a default under the Lease.

(d) The Lessor shall not be responsible or liable to the Lessee for the nonobservance or violation of these House Rules by any other lessee or person.

2. **No Obstruction of Public Spaces and Passageways.** (a) The Lessee shall not obstruct stairways, elevators, public halls, lobbies, vestibules, entrances, plazas, sidewalks, walkways, passages, driveways or other public spaces in the Building or the Development (hereinafter referred as "Public Spaces"). No trash receptacles, bicycles, carriages, shopping carts or similar objects shall be placed or left unattended in the Public Spaces. The public halls and stairways shall be used only for ingress to and egress from the apartments in the Development.

(b) No person shall loiter in the Public Spaces, and no person shall play in them except in the designated areas and in accord with rules and regulations specified in the House Rules or by the Board of Directors or by the Lessor's Manager.

(c) No article shall be kept or stored in the Public Spaces except in designated storage areas, nor shall anything be hung or shaken from the doors, windows, terraces or balconies, or placed upon the exterior sills or ledges of the Buildings.

3. **Falling or Thrown Objects and Refuse.** The Lessee shall not allow anything whatever to fall from the windows, doors, balconies or terraces of the Apartment, nor shall the Lessee permit any dirt or other substance to be swept or thrown into any of the corridors or halls, elevators or any other Public Spaces in the Buildings or the Development.

4. **Broken Windows.** The Lessee shall be responsible for replacing broken windows unless the Lessor determines that the breakage was caused by the negligence or willful misconduct of the Lessor's employees.

5. **Trash and Garbage.** The Lessee shall be responsible for placing garbage and non-recyclable trash into the compactor chute. Recyclable, hazardous and oversized trash shall be separated by the Lessee and disposed of in such manner as the Board of Directors or the Lessor's Manager may prescribe. The Lessee will faithfully observe the following procedures with respect to the use of the incinerator or compactor chute: (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 flue; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) cause all bundles of waste to slide out of the hopper into the flue; and (f) refrain from depositing waste of an explosive or inflammable nature therein. All liability, expenses, costs and fees incurred by the Lessor in connection with any damage or injury or in connection with any violation issued against Lessor or the Development, by reason of the Lessee's failure to abide by this House Rule, shall be the responsibility of the Lessee and payable to the Lessor as additional rent.

6. **Awnings, Projections and Signs.** (a) No awnings, window air conditioning units, ventilators or any other object shall be attached to the outside walls of the Buildings, nor shall any such object be hung or allowed to project from windows or the exterior of the Buildings or the perimeter of terraces or balconies, without the prior written consent of the Lessor. Clotheslines are not permitted to be strung on terraces or balconies.

(b) No sign, notice, illumination or advertisement shall be exposed on or at any window or other part of the Building, or placed on or in any terrace or balcony, without the prior written consent of the Lessor.

(c) No awnings, blinds, shades or screens shall be attached to, or hung in, or used in connection with any door of the Apartment without the Lessor's prior written consent.

(d) Lessee shall not utilize any terrace or balcony for storage of boxes, furniture or other items that in Lessor's judgment are hazardous or create a hazardous condition or present an unsightly appearance to neighbors or passersby.

7. **TV Antenna.** No radio or television aerial, antenna, dish or cable shall be installed by the Lessee on the roof, terrace, exterior window sill or ledge, balcony or exterior walls of the Building.

8. **Roofs.** No person shall be permitted access to roofs of the Buildings, except with the prior written consent of the Lessor or the Lessor's Manager. The Lessor shall have the right to erect equipment on the roof, including radio and television aerials and antennas, for its use and the use of the lessees in the Building and shall have the right of access to the Apartment for such installations and for the repairs thereof.

9. **Appliances.** (a) The Lessee shall install all major appliances (such as stoves, refrigerators, dishwashers and air conditioners) in accordance with all applicable provisions of the lease, including the Lessor's consent if and when required, and of law, and shall notify the Lessor's Manager in advance of all such installations. All work required to be done by a person licensed to perform the work, such as plumbing and electrical work, shall be performed only by duly licensed persons.

(b) The Lessor shall have the right to conduct periodic audits of the Lessee's appliances. At its discretion, the Board of Directors may levy a charge with respect to appliances, and may levy that charge retroactively on appliances later discovered to have been installed without the Lessee giving the required notification or without the Lessor's consent if and when such consent is required.

(c) The Lessee shall be responsible for promptly correcting and fully stopping any leak or drip coming from any appliance in the Lessee's apartment, particularly as the same applies to air conditioners.

(d) Lessee shall pay a cartage fee as set from time to time by the Board of Directors for the removal and disposal of broken or unwanted large appliances such as refrigerators, stoves and air-conditioners and large items of furniture. Neither the Lessee nor anyone in the Lessee's household or employ shall dispose of any appliance or other property in the hallways, basement or other public areas, or store any such appliance in the Lessor's storage rooms, unless and until written permission is obtained from the Lessor's Manager and the Lessee pays the cartage fee to the Lessor.

10. **Decorations in Hallways.** No public hallway of any Building, including the apartment door and other doors opening into the public hallway, may be decorated, furnished or painted by any Lessee without the consent of the Lessor and of all the lessees to whose apartments such hallway serves as the means of ingress and egress. In the event of disagreement among such lessees, the Board of Directors shall decide and such decision shall be conclusive.

11. **Conservation.** The Lessee shall use best efforts to conserve consumption of water, electricity and gas in order to keep common costs down. The Lessee shall promptly report to the Lessor's Manager, or to emergency maintenance staff on weekends, any leaking faucets, running toilets or other problems relating to water, gas and electricity, so that repairs can be made with dispatch.

12. **Maximum Occupancy Standards.** The Board of Directors may establish and vary, from time to time, and the Lessee shall comply with, maximum occupancy standards for the apartments in the Development.

13. **Co-Residents.** A Lessee or joint Lessees are permitted to share their Apartment with an additional resident or residents only to the extent expressly permitted in this lease, and subject to the Lessor's maximum occupancy requirements as the same are determined from time to time by the Board of Directors.

Authorized co-residents or co-resident may occupy the Apartment as their residence, provided the Lessee or joint Lessees continue to occupy the Apartment, and provided the co-resident(s) occupy the apartment concurrently with the Lessee(s). Otherwise, the arrangement shall constitute a sublet, not a co-residency and must be applied for as a sublet, subject to the provisions of the lease. Any co-residents must vacate the Apartment promptly when the Lessee(s) cease to occupy it, for any reason.

A domestic or personal employee of the Lessee, such as a nurse or housekeeper, may reside in the Apartment, provided that the Lessee is also in occupancy at the same time, unless the Lessor shall otherwise approve in writing.

Lessees who share their apartment with a co-resident or co-residents are fully responsible for the conduct of the co-resident(s) within the Apartment and the Development and for any violations by said co-resident(s) of the lease or of policies and rules adopted by the Lessor's Board of Directors.

Within thirty (30) days after a co-resident begins to occupy an apartment in the Development, or as soon thereafter as the Lessor may request it, the Lessee shall provide the Lessor with the co-resident's name and other reasonable information. The Lessor further reserves the right to require that both the co-resident and the Lessee(s) be interviewed by the Lessor's resident selection committee, the Lessor's Manager and/or other delegate of the Board of Directors. The Lessor reserves the right to reject for cause any co-resident.

14. Moves and Large Deliveries. Moves in or out and large deliveries shall take place only on such days and times, and in accord with such rules and regulations, as are prescribed by the Board of Directors and the Manager. The Lessor reserves the right, in addition to other remedies, to prevent or halt any delivery or move which violates said rules and regulations.

15. Noise and Playing Music. (a) No Lessee, other resident, or invitee shall (i) make any disturbing noises or sounds that will interfere with the rights, comforts or convenience of other occupants of the Development; (ii) operate audio or other such equipment in a manner as to disturb or annoy any other occupant or occupants of the Development; or (iii) play any musical instrument or conduct vocal or instrumental practice between the hours of 10 p.m. and 9 a.m. or at any time if the same disturbs or annoys any other occupant or occupants of the Development. Vocal or instrumental instruction may not be given at any time in the Apartment except as lessons to authorized residents of the Apartment, subject to the foregoing restrictions.

(b) No work shall be done, except between the hours of 8 A.M. and 5 P.M., Saturdays, Sundays and holidays excluded, provided, however, that any work which can produce noise that might be disturbing to building occupants, shall not be done before 10 A.M.

(c) The Lessor may require the Lessee to provide carpeting or equally effective noise reducing material in eighty percent (80%) of the floor area of the Apartment in accord with the rules and regulations adopted by the Board of Directors; provided that such requirement shall be imposed on the Lessee only if the same requirement is imposed on all lessees in the Development, or if the Lessor has determined that the conduct of the Lessee or his or her invitees, licensees or co-residents requires such carpeting.

16. Storage. Limited storage is provided in the basements and/or the floors of the Buildings at the Lessee's risk for bicycles, baby carriages, and other items. Such storage shall be subject to rules and regulations adopted by the Board of Directors, and may be curtailed or withdrawn without in any manner affecting the Lessee's obligations.

17. Work by Lessor's Employees. No employee of the Lessor shall perform any private work or services for the Lessee, or the Permitted Occupants, or the Lessee's employees, invitees or contractors unless the Lessor has authorized its employees to perform such work and only at such times and in accord with such regulations as the Lessor may prescribe from time to time. The Lessor shall have no responsibility or liability whatsoever with respect to any private work or services performed by its employees regardless of whether or not such work was authorized.

18. Laundry Rooms. The Lessee shall use the laundry rooms only during hours designated by the Lessor. Use of the laundry facilities shall be limited to residents of the Development and their household employees. Use of the laundry rooms shall be subject to rules and regulations adopted by the Board of Directors, and may be curtailed or withdrawn without in any manner affecting the Lessee's obligations.

19. Parking. If and to the extent parking in or at the Development is made available to Lessees, the same shall be in accordance with rules and regulations adopted by the Board of Directors. Violation of any such rule or regulation, or breach of any parking agreement by the Lessee, shall constitute a default under the lease. Violation of any provision under the lease shall constitute a default under the parking agreement.

No vehicle belonging to the Lessee or to the Lessee's invitees, licensees, employees, contractors, subtenants and co-residents shall be parked anywhere in the Development except in the designated parking areas, nor shall any such vehicles be parked in such manner as to impede or prevent ready access to any entrance of the Buildings by another vehicle or by pedestrians.

20. Community Rooms. Any Community Rooms in the Buildings may be used by the Lessor, Lessees, other residents, and their invitees for meetings and social gatherings in accordance with rules and regulations and any fees established by the Lessor. Such use may be curtailed or withdrawn without in any manner affecting the Lessee's obligations.

21. Water Closets. Water closets and other water apparatus in the Apartment 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.

22. Group Tours. 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 the Lessor's Manager.

23. Clean Windows; Displays. The Lessee shall keep the windows of the Apartment clean. In case of refusal or neglect of the Lessee during ten (10) days after notice in writing from the Lessor or the Manager 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 the purpose and to charge the costs of such cleaning to the Lessee. Window displays shall be subject to the Lessor's regulations regarding hours, lighting and the like.

24. Vermin. The Lessor or its designated agents, and any contractor or worker 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, insect 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 condition requiring such control or extermination was caused by the Lessee, then the costs thereof shall be payable by the Lessee as additional rent.

25. Messengers and Tradespeople. All messengers and tradespeople shall use such means of ingress and egress, and shall comply with such rules and regulations, as shall be prescribed by the Lessor or the Lessor's Manager.

26. Elevators. There shall be no interference in the operation of the elevators by the Lessee or the Lessee's invitees, licensees, employees, contractors, subtenants and co-residents. Use of the elevators in connection with construction or other work done by or for the Lessee in the Apartment, or moves in or out, or large deliveries to or removals from the Apartment, shall be subject to such rules and regulations as the Board of Directors may, from time to time, establish.

27. Dogs and Other Animals. The Lessee agrees to comply with the provisions hereof prohibiting the harboring of dogs or other animals or pets. The Lessee understands that the harboring of such animals creates a substantial inconvenience for fellow lessees and for the Lessor's staff. In particular, the Lessee recognizes that animals' wastes foul the Development, that barking dogs can disturb other lessees and that large animals can frighten the many children and elderly residents of the Development. The Lessee hereby further agrees that the no-animal provision in this lease shall be deemed a substantial obligation of the Lessee's tenancy.

28. Plantings. The Lessee shall not install any plantings on the terrace or balcony without the prior written approval of the Lessor or, if the Lessor has issued rules regarding such plantings, without complying with the rules. The Lessee shall be responsible for all damage or injury caused by any such plantings.

29. Clean up of spills, etc. Neither the Lessee, nor any person residing in the Apartment nor any employee, guest or invitee of the Lessee or of any person residing in Apartment shall intentionally spill, drop, scatter, place or leave dirt, debris or other unsightly or objectionable liquids or materials in any portion of the public areas of the Development. Lessee shall promptly clean up all such dirt, debris or unsightly or objectionable materials or liquids intentionally or accidentally spilled, dropped, scattered, placed or left in any portion of the public areas of the Development by

the Lessee or by any person residing in the Apartment or any employee, guest or invitee of the Lessee or of any person residing in the Apartment.

30. Use of Water on Balconies and Terraces. The Lessee, all other persons residing in the Apartment, their employees, guests and invitees shall exercise due care to ensure that water used in the cleaning of balconies and terraces and water used for other purposes in connection with the balconies and terraces does not overflow the balcony or terrace, to keep all drains installed on balconies or terraces unplugged and unclogged and to notify the Lessor promptly when any such drain does not function properly.

31. Guests. The right of Lessee to have guests in the Apartment as set forth in Article 3(1) of the Proprietary lease shall not include paying guests and shall not entitle Lessee to operate a boarding house, rooming house or bed-and-breakfast or any similar enterprise in the Apartment.

32. Revocable Consent. Any consent or approval given under the House Rules by the Lessor shall be revocable at any time.

33. Amendment of and Addition to the House Rules. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor, and such addition, amendment or repeal shall become effective upon written notice thereof to the lessees of the Building.