

FIRST MANAGEMENT CORPORATION

REAL ESTATE MANAGEMENT

MEMORANDUM

TO: ALL SHAREHOLDERS AND TENANTS AT BRISTOL APARTMENTS INC.
FROM: FIRST MANAGEMENT CORP.
SUBJECT: HOUSE RULES
DATE: 5/3/2011

The following is a copy of the House Rules adopted by the Board of Directors of Bristol Apartments Inc. These rules apply to all residents of the building and shall be enforced.

These rules supplement the requirements of the Bylaws, Board of Fire Underwriters and insurance authorities, and laws and other government rules and regulations that deal with the occupancy or use of apartments.

Any consent or approval given under these House Rules by the Board of Directors shall be revocable at any time.

These House Rules may be amended, added to or repealed at anytime, by resolution of the Board of Directors.

These rules become effective IMMEDIATELY and supersede, amplify, modify and supplement any previous House Rules. In the event of a conflict or inconsistency between the two, the provisions of these House Rules control.

Thank you for your cooperation.

BRISTOL APARTMENTS INC.
78-14 AUSTIN STREET
FOREST HILLS, NY 11375

HOUSE RULES

1. The public hallways 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, and the fire towers shall not be obstructed in any way. Doormats are not permitted in the public hallways. Storage of any kind is strictly prohibited in hallways and stairways.
2. Children shall not play in the public halls, courts, stairways, fire towers or elevators. No one is permitted on the roof.
3. Smoking is strictly prohibited in all public areas of the building.
4. No public hall of the Building shall be decorated or furnished by any Lessee in any manner without the prior consent of the Board of Directors.
5. No Lessee 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 Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a stereo or a radio or television loud speaker in such Lessee's Apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the Building.
6. No article shall be placed in the halls or on the staircase landings, windowsills, fire escapes or fire towers, nor shall anything be hung or shaken from the doors, windows, fire escapes or balconies or placed upon the windowsills of the Building.
7. 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 Lessor or the Managing Agent, nor shall anything be projected out of any window of the Building without similar approval. Exterior brackets must be used to support window air conditioner units. Window air conditioning units installed in fire escape egress windows cannot extend past the edge of the exterior brick sill.
8. 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 Lessor or the Managing Agent.
9. No bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages, shopping carts and the above-mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the Building.
10. All deliveries must be made through the side basement door. The front entrance shall not be used for bicycles, strollers, shopping carts, hand trucks, or anything that could possibly cause damage to the front doors or lobby steps. Lessee is responsible for the behavior and actions of their guests, contractors, employees, movers, messengers and delivery persons.
11. Trunks and heavy baggage shall be taken in or out of the Building through the service entrance.

12. Water closets and other waste apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any foodstuffs, 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.
13. No Lessee shall send any employee of the Lessor out of the Building on any private business of a Lessee.
14. 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. In no event shall dogs be permitted on elevators or in any of the public portions of the Building unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies, in the yard, court spaces, or other public portions of the Building, or on the sidewalks or street adjacent to the Building. No aquarium exceeding 20 gallons capacity may be maintained.
15. No radio or television aerial or satellite dish shall be attached to or hung from the exterior of the Building without the prior written approval of the Lessor or the Managing Agent.
16. The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the Managing Agent. Lessees shall maintain the laundry room in clean condition.
17. Storage of personal items is only permitted in the approved storage lockers, which can be rented from the Lessor for a monthly fee. No volatile, toxic or perishable may be stored in lockers. Any unidentified items left in common areas may be deemed abandoned and disposed.
18. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
19. 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 percent (80%) of the floor area of each room excepting only kitchens, pantries, bathrooms and closets.
20. 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 its Managing Agent
21. 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 Managing Agent 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 cost of such cleaning to the Lessee.
22. The Exterminator shall be granted access to the apartment on such date(s) regularly scheduled or on special notice.
23. Complaints regarding the service of the Building shall be made in writing to the Managing Agent of the Building.
24. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

25. The following rules shall be observed with respect to refuse disposal. Garbage and refuse shall be disposed of only at such time and in such manner as the Superintendent or Managing Agent of the Building may direct:

- (i) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel. Do not attempt to force oversized bundles into the hopper panel.
- (ii) Debris should be completely drip-free before it leaves the Apartment and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue for disposal.
- (iii) Under no circumstances should carpet sweepings contain naphthalene, camphor balls or flakes, floor scraping, 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 incinerator flue.
- (iv) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc., should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.
- (v) All Recyclables must be properly separated in the recycling area at the side basement door. Bottles and containers must be thoroughly rinsed and paper/cardboard must be bundled. Please place recyclables in the correct containers labeled for each type of item. Recyclables should never be placed down the flue.
- (vi) The Superintendent shall be notified of any drippings, or moist refuse, appearing on incinerator closet floor and corridors.

26. No Lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes or 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 the 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 Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. No plants or other items are permitted to be stored on fire escapes.

27. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter an 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 or bed bugs, the cost thereof shall be payable by the Lessee, as additional rent.

28. Alteration Agreement:

- (i) The policy regarding renovations at BRISTOL APARTMENTS INC. requires all Shareholders to obtain permission from the Board of Directors for any

constructions, alterations or improvements that they desire to make in their apartment. The Shareholder must submit a completed and signed Alteration Agreement including: detailed plans and specifications for work to be done. After review of the submitted Alteration Agreement, plans and specifications. The Board of Directors may require a Security Deposit, ranging from \$500.00 to \$2500.00, dependent upon the scope of the planned alterations. This Security Deposit will be held in escrow by the Managing Agent as security against any damage caused to Co-op property during the renovations. Upon inspection by the Managing Agent after all work has been completed, and all permits have been signed-off and closed, the Managing Agent will be instructed to return the deposit to the Shareholder. If the Managing Agent notices any damage to the property, the deposit will be held until a determination can be made as to the cost of repair of said damages(s). All contractors must obtain a Certificate of Insurance for Workman's Compensation. All Contractors are required to obtain comprehensive personal liability and property damage insurance policies, each in the amount of \$1,000,000.00, which policies name the Shareholder(s), BRISTOL APARTMENTS INC. and FIRST MANAGEMENT CORPORATION, as additionally insured. Such policies shall provide that they may not be terminated until at least ten days after written notice to you. The work (AFTER APPROVED) may only be performed between the hours of (9:00 a.m. and 5:00 p.m. Monday through Friday (Except for Holidays).

- (ii) If any damages are caused by the contractor, the Shareholder will be responsible for reimbursement to the Cooperative for such damages.
- (iii) Alterations which do not change the form or structure of the apartment, such as painting, installation of mouldings, installation of shelves, replacement of stoves or refrigerators or do not involve electrical or plumbing modifications do not require Board approval. To be sure whether approval is required, the Shareholder should call the Managing Agent in advance.
- (iv) The Superintendent must be notified in advance, whenever a contractor is coming to the Building. The contractor must deliver all materials through the basement. The contractor is required to cart all debris from the Building. No construction debris shall be thrown into the compactor. Common Areas are to be left free of debris and damage. Construction materials shall never be stored in any common areas of the building.
- (v) The Shareholder shall reimburse BRISTOL APARTMENTS INC. for any costs incurred to cart debris from the Building that should have been carted by the contractor and to clean and repair Common Areas left unclean or damaged by the contractor.
- (vi) If Management or the Board of Directors determines that the Building's Architect or Engineer should review the plans and specifications for any work in your apartment, you will be required to pay this fee. In all cases, you will be responsible for any fees charged by the Building's Attorney in connection with the alterations.
- (vii) All necessary electrical and plumbing work must be done by Licensed New York City Electricians and Plumbers. If the work done is not completed according to

all applicable NYC building codes, the Shareholder will be held responsible for any costs required to correct the code violations.

29. Each individual Shareholder is responsible for additional insurance naming Bristol Apartments Inc. as an additional insured at his own cost for the following coverage, which is NOT included in the Co-op Insurance Policy:
 - (i) Fire or casualty losses to the contents of his Unit and replacements, additions, upgraded fixtures and improvements therein; and
 - (ii) Liability for personal injury or property damage as a result of occurrences in his Unit, including water damage legal liability to cover damage arising from leaks or other conditions within the Unit.
30. Maintenance payments are due on the 1st of each month, any payments postmarked after the 10th will incur a \$50.00 administrative charge, for each month late.
31. Subletting is only permitted after two (2) years of ownership and will be subject to a sublet fee of 20% of maintenance per month for new tenants. Any Unit Owner who intends on subletting their apartment must obtain a sublet application from the Management Office and return the completed application to the Office for processing, along with a credit report fee. If the credit report is satisfactory, the application will be forwarded to the Board of Directors to schedule an interview of the applicant for final approval. The apartment may be rented only after a written approval has been received from the Office. Please take "NOTICE" that Unit Owners who do not follow the above-listed procedures will be charged a \$1000.00 administrative fee for illegal subletting and reported to the Co-op's attorney for appropriate legal action with all legal fees to be at their expense.
32. There is a moving security deposit fee chargeable to both seller(s) and purchase(s) of \$300.00 each, by check, made payable to BRISTOL APARTMENTS INC. This fee will be held in escrow by the Managing Agent as security against any damage caused to Co-op property during the moving in and out of furniture and personal belongings from the Building. Upon inspection by the Superintendent after the parties have moved, the Managing Agent will be instructed to return the deposit to the appropriate parties. If the Superintendent notices any damage to the property, the deposit will be held until a determination can be made as to the cost of repair of said damages(s). The fee will be paid by the Seller and submitted with the Application and paid by the Purchasers at closing. In addition, all moving must be scheduled with the Superintendent, in advance, so that appropriate preparations can be made for the protection of the Co-op's property, including, but not limited to, padding in elevators, protective mats and rubber wheels on all moving equipment. All moving must take place through the side service entrance to the building. No moving will be allowed through the main entrance doors at any time. All move in and move outs should be scheduled between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday. The Management Company and the Superintendent should be informed 24 hours prior.
33. These House Rules will be strictly enforced. Any violation of the House Rules will be subject to penalties and reported to the Co-op attorney for appropriate legal action with all legal fees to be paid for by the Unit Owner.
34. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

PLEASE SIGN, DATE, NOTARIZE AND RETURN WITH YOUR APPLICATION.

I have read and accept the House Rules.

Signature _____

Date: _____

State of _____)
County of _____)

Sworn to before me this _____
day of _____ of 20 ____.

Notary Public

EXHIBIT A

Adopted: April 1, 2011

BRISTOL APARTMENTS INC.

HOUSE RULE TO ADDRESS BEDBUG ACTIVITY

In order to protect the residents of the Bristol, the Board of Directors has determined that it is the best policy to proactively inspect Apartments at appropriate times to determine if there is any bedbug activity in the building and to allow for prompt treatment in the event any bedbug activity is found. The Bristol will pay the cost of any inspections and or treatments to Apartments that are required, but will require all owners and other residents to cooperate fully in such actions, including being responsible to prepare an Apartment for inspection and/or treatment. In order to implement this policy, the following procedures have been adopted:

1. Any resident of an Apartment shall:
 - A. Immediately report any suspected activity of bedbugs in an Apartment to the Superintendent.
 - B. Grant access to the Apartment to the employees of the Bristol, it's Managing Agent, and/or any independent inspector or exterminator retained by the Bristol for the purposes of inspecting for bedbug activity and treatment of any bedbugs found. Such access will be granted upon reasonable notice from the Managing Agent.
 - C. Cooperate in any treatment required to be made to the Apartment to eliminate suspected bedbug activity, including following any pre-inspection or pre-treatment actions to prepare the Apartment.
2. A preliminary evaluation for the presence of bedbugs will be preformed in the following instances:
 - A. Upon request by any resident.
 - B. After each move in of a new owner or tenant/subtenant.
 - C. After any Apartment renovation.
 - D. After any delivery of new or used furniture to the building.
 - E. If the Board or Managing Agent has reasonable basis to suspect activity.
3. The superintendent will perform a preliminary evaluation of the Apartment for the presence of bedbugs in any of the instances noted in #2, which may include placement of "traps" in the Apartment for several days. Access must be provided for such evaluation.
4. If the superintendent's evaluation indicates evidence of bedbugs, a professional inspection will be performed to determine the proper course of treatment. If the inspection confirms bedbug activity, adjacent Apartments may also be inspected.

5. Treatment will be performed by a professional exterminator selected by the Board. To best assure elimination of any bedbug activity, treatment may involve several visits over the course of 30 - 90 days.
6. Residents will be required to launder certain personal belongings such as sheets, blankets, other bedding, and clothing. Residents shall also be required to follow all instructions as to preparing the Apartment for treatment.
7. If any items that contained bedbugs must be discarded, they are to be enclosed in sealed plastic bags or if too large for bags, the items must be shrink wrapped prior to disposal.

The Bristol shall pay the costs of any inspection and/or treatments to any Apartment to eliminate bedbug activity provided that the Apartment Owner/Resident cooperates with any reasonably required access and preparation required for such inspections and treatments and complies with all procedures established pursuant to this House Rule.

The Apartment Owner/Resident will be required to pay for any laundering of clothing and any additional treatment of furniture that may be required beyond the normal eradication treatment to the Apartment. The Board reserves the right to charge the Apartment Owner/Resident for costs of treatment if the Apartment Owner/Resident did not report bedbug activity timely, failed to properly maintain the Apartment; or fails to follow this House Rule.