RULES AND REGULATIONS OF THE RESIDENTIAL SECTION

Statement of Purpose

The Board of Managers of Place 57 Condominium Association has created the following House Rules. Place 57 will promulgate and enforce these rules for the proper management, maintenance, and operation of the Property. The purpose of these House Rules is to ensure the health, comfort, convenience, safety, privacy, peace of mind, and general welfare of all residents, in addition to the maintenance of the structural integrity and aesthetic appearance of the Property. Since each unit owner is a part owner of the Common Elements and, as such, pays a proportionate share of the expenses of repair and maintenance, it is incumbent on each unit owner, and his/her family members, guests, employees, in-home workers, and tenants to have a sense of responsibility for the property and to do nothing that will impair its value. Adherence to these House Rules will assure, to the extent reasonable, that the amenities at Place 57 will remain available to all, and will enable residents to live together in a harmonious community spirit. The following House Rules are part of the official documents of the Association and are binding upon all residential unit owners and residents, as well as upon their guests, employees, tenants, and in-home workers. The House Rules relate only to the residential areas of the buildings and the common areas and limited common areas used by residents, and specifically exclude, and are not meant to be applicable to the commercial/retail areas of the buildings. These House Rules are not intended to conflict with the terms and provisions of the Certificate of Incorporation, the By-Laws, and its amendments. In the event that there is any such conflict, the Certificate of Incorporation, the By-Laws and/or the Master Deed and its amendments, as the case may be, shall prevail and be given effect. To the extent these House Rules address any of the subject matter already covered by the Certificate of Incorporation, the By-Laws or the Master Deed and its amendments, they are intended only to supplement those provisions to the extent permitted by
law. The most updated schedule of fines for any violations of the governing documents is available upon request from the management office.

Our Building Staff, Building Manager/Superintendent, and any current duly elected Board of Manager member has the authority to enforce this policy. All unit owners and their family members, guests, employees, tenants, and in-home workers shall treat the Place 57 staff with proper respect and decorum.

The Place 57 Superintendent, Building Manager, or any current duly elected Residential Board member shall be granted immediate entry into a unit owner’s property, if such request is in response to a violation of these House Rules or Place 57 Building safety issues.
1. FIRE CODES: The entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Residential Section shall not be obstructed or used for any other purpose than ingress to and egress from Residential Units. No clutter is allowed in the hallways, including shoes, storage bins, strollers, cabinet, clothing, coats etc. It is a direct violation of the NYC Fire Code to have these items stored in the common areas. **Should the building be fined by the NY Fire Marshal for noncompliance, all related fines will be billed to and the responsibility of the owner(s) of the floor(s) that was (were) cited, not Place 57 Condominium Association. The fine will be itemized on the appropriate monthly COMMON CHARGES statement(s) of the responsible owner(s).**

2. HALLWAYS AND COMMON SPACE: No article (including but not limited to, garbage cans, bottles or door mats) shall be placed in any of the passages, public halls, vestibules, corridors, and stairwells or fire tower landings of the Residential Section, nor shall any fire exit thereof be obstructed in any manner. On floors with more than one apartment, responsibility to maintain the common area (including carpeting, wallpaper/painting & fixtures) rests with Place 57. However, any damage caused by owners, their tenants, or guests will be the responsibility of the owner and their tenant, if applicable. The fine will be itemized on Unit Owner’s monthly COMMON CHARGES statement. On floors with only one apartment, any changes made to the original design will result in all subsequent maintenance being the responsibility of the related Unit Owner(s). Only building installed lighting and emergency fixtures will be serviced and maintained by Place 57.

Any alteration to common space needs prior approval by the Residential Board of Managers. Failure to adhere to this rule could result in a fine or even removal of any alterations that were improperly made at the Unit Owner(s)’ expense.

No notices, advertisements or other solicitations shall be affixed to and/or hung in any common area or placed on or under any unit apartment door. No public hall of the building shall be decorated or furnished by any resident. This prohibition includes the placing of decorations or ornaments on unit doors.

Management shall inspect the building from time-to-time and remove any articles in violation of the House Rules. This inspection will be followed up with a letter to the resident or owner subjecting the Unit Owner to potential fines.

No articles shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from a door, patio, terrace or balcony or placed upon the outside windowsills of the building. Doormats are not permitted, in compliance with the NY City Fire Code.

Tricycles, bicycles, scooters or similar vehicles and baby carriages or wheelchairs shall not be allowed to stand in the public hallways, open balconies, or any other public areas of the Building. Bicycle, scooter riding, roller blading, or similar activities are not allowed in hallways or any other public areas of the Building.

There shall be no playing in the public halls, stairwells, elevators, or lobbies.
REMEDIES FOR VIOLATIONS: The violations by any Unit Owner or his/her family members, guests, employees, in-home workers, or tenant of any of the House Rules or the breach of the Condominium By-Laws or any provisions of the Declaration, shall give The Condominium Board (with respect to matters affecting such violations) to summarily abate and remove any structure, thing, or condition resulting in such violation or breach. Place 57 will seek to provide that owner reasonable notice (which may be by telephone, email, building link) that such violations or breach exists and, as the case may be, that abatement, removal, repairs, additions and alterations are necessary, and such entry and cure shall not constitute or give rise to any guilt or liability in any matter of trespass.

3. LOBBY: Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways, patio, or fire towers of the Residential Sections. NO eating or drinking is permitted in the lobby.

The Front Desk is not a public area. Residents are not permitted behind the desk and are not permitted to utilize the phone system at the desk. If there is an urgent requirement to contact a resident, the Front Desk staff will attempt to facilitate this contact. The lobby is not an extended meeting place for residents, nor is the lobby intended to be a social gathering place.

All visitors must be announced.

No solicitation or loitering is permitted in the lobby or any common area.

The use of loud or profane language in the lobby is prohibited.

4. ELEVATORS: No one is permitted to interfere with the normal operation of the elevators.
Elevators shall not be personally held at one floor unless it is being actively loaded or unloaded with items to be transported. Since we only have two elevators, it is important to keep each elevator in constant operation at all times, except for those times reserved for maintenance and repair, or staff use. If an elevator is held at one floor for an extended amount of time, it could result in the elevator shutting down. Any related costs to reset this condition will be borne by the offending unit owner(s) or his or her family member or invited party.

Persons with luggage, carts, bulky objects, or other means of transport must not damage elevator doors, doorframes or the interior cabins. Any damage will be billed to the Unit Owner(s) who is(are) responsible for allowing the offending part(ies) into the building.

No notices, advertisements or other solicitations shall be affixed or hung in the elevators.

Tradesmen, delivery personnel, contractors etc. transporting materials or debris shall utilize the elevator designated by Management for that purpose.

An elevator “wear and tear” usage fee will be imposed at the rate of $250 per week, or part thereof. This fee commenced on February 1, 2016 for apartment renovation or remodeling projects. This fee will be imposed and paid at the beginning of such projects for the expected
usage of the elevator. If the actual usage is less than that originally anticipated, the over charge will be refunded to the unit owner(s) at the end of the project. If the actual usage exceeds that which was originally estimated, the fee of $250 per week, or part thereof, will be imposed and paid as an additional charge on that unit’s monthly common charge. Any delay in payment will be charged with a late payment fee of $150.00 per month for each month in arrears.

If a Unit Owner needs to use the elevator to transport items which could damage the elevator’s interior walls, etc., Place 57 will install protective materials on the floor and walls. Any damage to the elevator walls, ceilings, floors, or fixtures will be billed to the offending unit owner(s).

5. NO SMOKING: Smoking is not permitted in any of the common areas, including the lobby, gym, elevators, vestibules, corridors, stairwells, basement and third floor patio.

6. DRESSCODE: Proper attire must be worn at all times in all common areas. Footware must be worn at all times in common areas and the third floor patio. Proper shirts, shorts, or other exercise clothing is required in the gym.

7. PETS: For management’s records, current Unit Owners and Lessees must file a notification form with Management. All residents are responsible for any damages to person or property caused by pets under their care. NO PETS OF ANY KIND ARE ALLOWED AT ANY TIME IN THE GYM OR IN THE THIRD FLOOR PATIO OR IN THE LOBBY, EXCEPT FOR ENTERING AND LEAVING THE BUILDING. Dogs must be kept on a leash at all times. Dogs are NEVER allowed on the furniture in the lobby.

No pets, other than dogs, caged birds, cats, and fish, (any of which do not cause a nuisance, health hazard or unsanitary condition), shall be permitted, kept, or harbored in a Residential Unit without the same in each instance having been expressly permitted in writing by the Residential Board or the Managing Agent of the Residential Section after receiving approval from the Residential Board. Such consent, if given, shall be revocable by the Residential Board or the Managing Agent at their reasonable discretion, at any time. In no event shall any Unit Owner maintain more than two pets in a unit without the consent of the Residential Board nor shall any bird, reptile, or animal be permitted in main elevator in the residential Section, but shall use the “freight” elevator designated for that purpose by the Residential Board or the Managing Agent of the Residential Section, or in any of the public portions of the Residential Section unless carried or on a leash. No pigeons or other birds or animals shall be fed from the windowsills or other public portions of the Residential Section or on the sidewalk or street adjacent to the Building. Each Residential Unit Owner who keeps any type of pet in a Residential Unit may be required to enter into an agreement with the Residential Board setting forth such other rules regarding pets as the Residential Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners, and the Managing Agent from all claims and expenses resulting from acts of such pets.

8. CONTACT INFORMATION: It is the responsibility of residents and Condo Owners to keep legal mailing address, email address, cell and home phone numbers current with the Lobby Staff and the Managing Agent. Notices will be considered legal and proper if sent to the last mailing or email address on file with Place 57.
9. BALCONY MAINTENANCE: Those Residential Unit Owners who have a balcony shall keep any Limited Common Elements appurtenant thereto (including the surface of any Terrace or Balcony appurtenant to a Residential Unit) in a good state of preservation and cleanliness, and no dirt or other substance shall be swept, thrown, or permitted to be swept or thrown therefrom, or from the doors or windows thereof.

Objects may NOT be tossed from any terrace, balcony, roof, or window. No cigarettes, gum, cans and other items may be tossed, swept, or thrown into the refuse shoot.

The type, size and quantity of plantings and other installations to be placed on Terraces and Balconies and the rights of Unit Owners to paint and decorate Terraces and Balconies shall be subject to the prior written approval of the Residential Board. Any determination as to what constitutes a good state of preservation and cleanliness for any Unit Owner’s Terrace or Balcony shall be within the sole, but reasonable, discretion of the Residential Board.

No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on terraces and Balconies, other than furniture of the kind usually maintained in outdoor areas and is deemed safe under reasonable standards.

Nothing shall be hung or shaken from any doors, windows or the roof or placed upon the windowsill of any Residential Section.

10. WINDOW GUARDS: No window guards or window decorations shall be used in or about any Residential Unit, unless otherwise required by Law, except such as shall have been approved in writing by the Residential Board or the Managing Agent of the Residential Section.

11. BUILDING EXTERIOR: No radio, television, aerial, satellite, dish, or similar devices shall be attached to or hung from the exterior of the Residential Section and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Residential Section, except such as are permitted in the By-Laws or shall have been approved in writing by the Residential Board or the Managing Agent of the Residential Section, after obtaining approval from the Board. Also, nothing shall be projected from any door or window of the Residential Section without similar approval.

12. NOISE: No Residential Unit Owner shall make or permit any disturbing noises or activity in the Residential Section, or do or permit anything to be done therein, which will interfere with the rights, comfort, or convenience of other Unit Owner(s) or their family, guests, in-home workers, employees, or their tenants, or the occupants of the Commercial Section. No Residential Unit Owner(s) shall play or suffer to be played any musical instrument or practice or suffer to be practiced loud music, or operate or permit to be operated a phonograph, radio, television computer, stereo or other loud speaker in such Unit Owner(s)’ unit between 11:00 PM and the following 7:00 AM, if the same shall unreasonably disturb or annoy other occupants of the building, unless the same shall have the prior written consent of the Residential Board. No construction or repair work or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal
13. holidays) and only between the hours of 9:00 AM and 4:00 PM, unless such construction or repair work is necessitated by an emergency or unless such work is performed by Declarant.

14. GATHERINGS: Unit Owners are responsible for their guests and tenants and for any damage they may cause to Place 57 common property. Failure to adhere to this rule will result in a fine (to be determined by the Board), which will be added to the monthly common charges of the offending unit.

15. RENTAL TERMS: The minimum term to lease a unit is one (1) year, and no more than 3 years without Residential Board approval. When a lease is up for renewal, a letter must be submitted to the Board for review. No owner is permitted to rent their unit for short stay “guests,” in compliance with NY State law. All tenants to which a unit owner wishes to rent his unit must be cleared through Management prior to being allowing access to Place 57 by filing the appropriate tenant’s package available from Place 57’s Management Company. Incomplete forms or packages, as appropriate, will not be processed and will be returned for completion. Please submit one (1) original set and one (1) additional collated set to the Management Company, the address to which can be obtained from the Building Superintendent. Possible tenants will be denied entrance to Place 57 until all the related forms or packages have been properly completed, submitted, and accepted by Place 57, and Place 57 has received all required payments.

SHORT TERM RENTALS ARE STRICTLY PROHIBITED AND FAILURE TO SUBMIT A LEASE PACKAGE WILL RESULT IN A PENALTY OF $100 PER DAY UNTIL PROPERLY RESOLVED.

Any unit that is being rented is subject to a 5% renter’s fee, payable annually at the start of each year(s)’ lease term. There are no refunds if the lease is terminated early. If the renter’s fee is not paid in advance, the tenant(s) will not be allowed entry into Place 57.

If renter(s) [also referred to as tenant(s)] consistently violate House Rules, Place 57 retains the right to revoke permission to rent a unit to those individual(s), and after proper notice and time, Place 57 will assess the unit owner a $100 per day penalty until the tenant(s) are no longer at Place 57. There will be no refund of the renter’s fee for this early termination of the lease.

16. HVAC SYSTEMS: No heat, ventilator, or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Residential Board, which approval may be granted or refused in the sole discretion of the Residential Board, but not unreasonably withheld. The HVAC units are the responsibility of the owner. The Resident Manager or Building Superintendent can assist you with scheduling service but is not able or insured to do repairs to your individual unit.

17. ELECTRICAL EQUIPMENT: All Radio, television, or other electrical equipment of any kind or nature installed or used in each Residential Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction and the Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Residential Owner’s Unit.
18. **BICYCLES/STROLLERS**: No velocipedes, bicycles, scooters or similar vehicles shall be allowed in any of the elevators other than the elevator designated for that purpose by the Residential Board or the Managing Agent of the Residential Section, and no baby strollers/carriages or any of the above mentioned vehicles shall be allowed to stand in the passages, public halls, fire stairwells, vestibules, corridors or other public areas of the Residential Sections. No strollers or children’s toys may be stored in residents’ storage area, unless within the individual unit’s assigned cage or in the additional cages leased or purchased from Place 57. Any items improperly stored outside of these approved areas are subject to being discarded, after Place 57 provides (or attempts to provide) reasonable notice.

19. **TRADES PEOPLE**: Staff, messengers and trades people visiting or residing in the Residential Section may be required to use the “service” elevator so designated by the Residential Board or the Managing Agent of the Residential Section for that purpose. However, a guest or visitor of a Residential Unit Owner may use any of the elevators, if authorized by such Unit Owner.

**OPEN HOUSES**: Open Houses may be conducted under the following circumstances: The managing agent must approve the open house time and date. The name of the agent and the escort must be supplied to the managing agent for open house approval. An escort must be in the lobby to accompany visitors to and from the apartment. A second escort must remain in the unit. One person conducting the open house is not sufficient. The open house will immediately be shut down if the procedures are not compliant with these procedures.

20. **DELIVERIES**: All service and delivery persons are required to use the service entrance unless otherwise directed by an authorized Place 57 employee. All packages, whenever feasible, will be required to be delivered by outside personnel to the lobby where such packages will be held for pick up by Residential Unit Owner(s). In the case of packages containing perishable food items, service or delivery persons who are registered with building personnel will be permitted to make deliveries directly to individual Residential Units after Place 57 employees receive approval from the Unit Owner(s) or their properly authorized designee(s) for such service or delivery persons to make such delivery. Place 57 will not provide direct entry to a Unit Owner(s)’ premises to a delivery person or worker, under any circumstance, without prior proper authorization which has been prearranged by the Unit Owner or his or her properly authorized designee(s) and access has been preauthorized by such Unit Owner.

21. **TRUNKS/BAGGAGE**: Large trunks and heavy baggage shall be taken in or out of the Residential Section via the “freight” elevator so designated by the Residential Board or the Managing Agent of the Residential Section for that purpose, and through a designated entrance only. The elevator designated as the “freight elevator” is not so designated at all times. Any such use of this elevator for “freight” related purposes requires adequate protection of the floor, walls, doors, ceilings, and fixtures. Advanced notice to Management of such intended use is required for proper approval and for the staff to adequately protect the elevator from any damage. Again, it is important to remember that any damage to the elevator is the responsibility of the offending unit owner(s) or their designee(s).

22. **MOVE IN/OUT** – Hours for move-ins/outs and large deliveries (such as Furniture) are Monday through Friday from 9:00 AM to 4:30 PM, Saturdays, Sundays and Holidays are strictly prohibited. If you are having difficulty scheduling your move during these times, contact the Building Manager.
A fee of $1,000.00 is required for any move-in or move-out of the Building. The fee must be in the form of a certified/cashier’s check or money order payable to the Place 57 Condominium Association and must be paid PRIOR to the move. The certificate of insurance must be collected with the proper additional insurers attached prior to any scheduled move and must be properly approved by Management. NO MOVES will be allowed until such forms have been submitted and the fee has been properly paid.

REFUSE/TRASH: All debris shall be securely wrapped or bagged, in a small package size, and placed down the refuse chute. Garbage should be completely drip-free before it is removed from a unit. Garbage must be brought to the trash room in a careful manner and in a drip-proof bag. Recyclable items such as aluminum, glass, plastic, cans, aerosol containers and newspapers shall not be discarded in the refuse chute, but shall be placed in the designated container in the trash room. All containers must have been emptied, rinsed out and cleaned before being discarded in the trash room. Medical waste (e.g. syringes or other medical utensils, etc.) shall not be discarded on the premises and shall not be placed in the trash chute. Refrain from forcing large bundles into the chute. Crush into tight bundles all loose papers before placing the same into the hopper door. Refrain from depositing waste of an explosive nature.

No cigarettes, clothes hangers, gum, cans, and other items may be tossed or thrown into the refuse shoot. IMPORTANT: Do not dispose of any lighted material into the refuse compactor.

23. All pet litter shall be double bagged and left in the trash room. Cartons, boxes, crates, sticks of wood or other solid items shall be tied and placed in a neat pile on the floor of the trash rooms. Vacuum cleaner bags must be emptied into a separate and secured bag prior to being placed down the refuse chute. Under no circumstances should any of the following be thrown into the refuse chutes: HANGERS, carpet sweepings, naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings, oil soaked rags, empty flammables, explosives, highly combustible substances, lighted cigarettes or cigar stubs. Bulk garbage, furniture, appliances, etc. require arranging pick-up with the City’s Environmental Services. These items shall not be placed in the Trash Room nor in any common area until such time and in such manner as directed by Management in coordination with City pick up.

Residential Unit Owners will faithfully observe the following procedures with respect to the use of the trash shoot: (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)

24. WATER CLOSETS: Water closets and other water apparatus in the Residential Section shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any items in a water closet or other apparatus in a Residential Unit shall be repaired and paid for by the Owner(s) of such Unit.

25. STAFF: No occupant of the Residential Section shall direct any employee of the Residential Section or the Management Company to perform any private/personal services. All unit owners and their guests or tenants shall follow the direction of the Superintendent, Building Manager, or any current duly elected Board member who are trying to implement the House Rules Declaration, or By-Laws.
Unit Owners and their family members, in-home workers, guests, employees, tradesmen workers, or tenants shall treat the staff with respect and courtesy.

26. ACCESS TO UNITS FOR EXTERMINATION: The agents of the Residential Board or the Managing Agent, and any contractor or worker authorized by the Residential Board or the Managing Agent of the Residential Section, may enter any room or residential unit at any reasonable hour of the day, and on days for which prior reasonable written notice (unless the situation is of an exigent nature) to the Residential Unit Owner was given, for the purpose of inspecting such Residential Unit for the presence of 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; however, such entry, inspection, and extermination shall be done in a manner so as not to unreasonably interfere with the use of such residential unit for its permitted purposes.

27. DOORS: Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

28. KEYS: The Residential Board or the Managing Agent of the Residential Section MUST retain a passkey to each Residential Unit. If any lock is altered or a new lock is installed, the Residential Board or the Managing Agent of the Residential Section immediately shall be provided with a key thereto upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to such Unit Owner’s Unit at any time when an entry therein is necessary or permissible under these Rules or under the By-Laws and has not furnished a key to such Board, Place 57, or Managing Agent, then the Residential Board or such Managing Agent or their agents (except in an Emergency, and only when specifically authorized by an officer of such Board or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Unit Owner(s)' property).

If any key or keys are entrusted by a Residential Unit Owner or by any member of such Unit Owner’s family or by such Unit Owner’s agent, servant, employee, tenant, licensee or visitor to an employee of the Residential Board or the Managing Agent of the Residential Section, whether for such Unit Owner’s Unit or an automobile, trunk or other items of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner(s), and neither the Residential Board nor the Managing Agent of the Residential Section shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly, resulting therefrom or connected therewith.

29. PARKING: No Place 57 employee is permitted to attend or drive any Unit owner’s, guest’s, or tenant’s car while they are on duty at Place 57.

30. COMPLAINTS: Complaints regarding the services or staff of the Residential Section shall be first made to the Building Superintendent, Resident Manager, then in writing to the Residential Board and to the Managing Agent.

31. BARBECUING: There will be no barbecuing in the residential units in their Limited Common Elements (including Terraces and Balconies), or the General Common Elements including the Third Floor Patio.
32. FLAMABLE: No Residential Unit Owner or any of such Unit Owner’s agents, servants, employees, licensees, tenants, or visitors shall at any time bring into or keep in such Unit Owner’s Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the commonly permitted uses of such items.

33. INSURANCE: Nothing shall be done or kept in any Residential Unit or in the General or Limited Common Elements, which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Condominium Board. No Residential Unit Owner shall permit anything to be done or kept in such Unit Owner’s Unit or in the General or Limited Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any Law. No waste shall be committed in the General or Limited Common Elements. Any expenses incurred by Place 57 related to these violations will be borne by the offending unit owner(s) and paid immediately upon billing.

34. SALE/AUCTION: No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the prior consent of the Residential Board or the Managing Agent of the Residential Section, after receiving approval from the Board.

35. NON-RESIDENTIAL USE OF A UNIT IS PROHIBITED: Residential Units may only be used for residential purposes. No professional, commercial, or occupational use is allowed.

36. CARPETING: Unless expressly authorized by the Residential Board in each case, at least 80% of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

37. ANNOYING PETS: The “dog barking” law is similar in most states but the law in NY is that you must stop your dog from making any unreasonable noise. That means a dog can bark, but you can’t let them bark for hours upon hours. The dog barking law basically states that an owner, caregiver, dog walker or anyone who is in control of the dog (or other pet) at that moment is not allowed to let the dog bark constantly or loudly for an unreasonable amount of time. Nor are you permitted to allow the dog to bark unreasonably at the residence after 7 AM and before 10 PM for the allotted time of 10 minutes, and 5 minutes between the hours of 10 PM and 7 AM. If this situation should occur, you should call New York City 311 or you may call the local police station. All dogs bark and it is natural. However, excessive barking, or whining, or crying, or yelping, etc. is not acceptable, especially when there are children asleep and people who need to wake up the next day. Put yourself in the position of your neighbors and act accordingly and properly.

If you have a situation where a pet is acting improperly, you should first try tactfully to confront the dog owner and state your concern. Your concern should be justified such as you need to be able to sleep at night and you can’t with their dog’s continuous barking, etc.. If that doesn’t work, call the police. Yes, the police probably do have better things to do than answer complaints of a barking dog, but it is their duty to keep the peace as well. When you call the police, talk to them in a calm voice and gain their sympathy. Tell them how long the dog has been barking and how you’ve tried to put up with it, but you just can’t any longer.
38. ELECTION OF THE BOARD OF MANAGERS: The Residential Board of Managers will be elected annually, in compliance with the By-Laws of Place 57. All positions on the Board will be for a one-year term. Any qualified Unit Owner who wishes to run for a Board position will be notified of the upcoming election by the Management Company no less than 3 weeks before the scheduled election. All resumes or biographies of those Owners who wish to run for a Board position will be solicited from all of the Owner(s) who are permitted to vote. At least three weeks before the scheduled election of such Board members, all of the resumes or biographies received from those qualified owners who wish to run for a Board seat, along with a proxy form to be used by owner(s) who wish to vote but will not be physically present to cast their vote personally, will be physically mailed the owner(s) at their last known official address that they provided to Place 57’s Management Company. With this proxy, the qualified owner can assign the authorization to vote their interest in Place 57 to another qualified Place 57 owner, but not to any outside party, except for a duly authorized corporate or LLC representative. The properly executed proxy must be received by Place 57 or its agent by the commencement of the duly scheduled meeting convened for the purpose of electing new Board members. The Building Manager shall not be allowed to vote any owner(s)’ proxy on behalf of that owner. They also cannot assign their proxy to the “Board” as a unit.

39. GYM: In order to ensure the comfort and safety of all tenants, please follow the following guidelines:

a. Young adults permanently living with a Unit Owner or properly authorized renter, who are between the ages of 16 and 18, may use the gym facilities only if closely supervised by their parent and NOT during the “high volume times,” which are between the hours of 5 AM and 10 AM and 4 PM to 8 PM. Parents MUST sign a waiver for their young adults and remain responsible for their behavior. All young adults can only utilize the gym facilities when their responsible parent is physically present with them in the gym. Children under 16 may not use or enter the gym under any circumstance.

b. No guests are permitted.

c. Personal trainers may work with tenants only if the personal trainer has supplied the Managing Agent of the Condominium a duly executed personal trainer agreement and release, entitled the “Exercise Room Use Agreement – Personal Trainers” and a Certificate of Insurance evidencing professional liability insurance covering the Condominium in an amount no less than $1,000,000.00. Regardless of this provision, personal trainers are allowed to work with tenants only when the gym is not crowded. Unit Owner(s) and Authorized Unit Tenants have priority to use the gym facilities over personal trainers and their client(s) while being trained.

d. No equipment or gym items may be removed from the gym facility. No exercising is allowed in the adjacent patio area.

e. Proper exercise attire is required at all times. No shirtless or barefoot exercising is allowed. Proper footwear shall always be used and please avoid black soles.

f. No outside stereo or audio devices are allowed in the gym, unless contained on the person using the gym. No audio use is allowed unless it is through headphones or ear buds and the like.

g. The gym is not supervised. For this reason, you must take responsibility for the safe and proper use of the equipment. If a Unit Owner, family member(s) that permanently live in the

h. Unit Owner, or other permanent unit residents damage the equipment or other gym facilities
requiring repair or replacement, the responsible unit owner(s) will be billed accordingly.

i. The facility must be kept clean (such as: wiping perspiration from equipment immediately after use, putting movable equipment back to where it is routinely stored, turning off the TV monitors, lights, and air conditioning if you are the last one to leave the gym), etc. If there are any malfunctioning items, please report such situation to the Building Superintendent or the doorman in the lobby.

j. Place 57 will not be responsible or liable for any loss, damage, theft, disappearance, etc. of any Unit Owner(s)’ personal property or the personal property of any other person afforded access to the gym by the Unit Owner(s) including, without limitation, personal trainers.

k. No animals are permitted in gym at any time, unless allowed by law.

l. Smoking of any kind is never permitted in the gym.

m. Courtesy: If anyone is waiting for the equipment that you are using, you are to relinquish the use of such equipment after having used it for thirty minutes.

n. Injury and Limitation of Liability:

   i. You assume the risk of injury: Use of the gym involves risk of injury and by signing these House Rules, you expressly assume the risk and responsibility for any and all accidents and injury of any kind which you may sustain by reason of your physical exercise and use of the gym.

   ii. You are responsible for being in good health allowing for the safe use of the gym. You represent that you are in good health and have no condition, illness, or communicable disease that may make your use of the gym injurious to you or to other users. If you develop any such condition, illness or communicable disease during your time of use of the gym or residence at Place 57, you shall cease use of the gym facilities immediately and notify the Management of Place 57 of the situation. You may resume use of the gym when such condition, illness, or communicable disease is no longer present and no longer harmful to other residents of Place 57.

   iii. You release, discharge, and absolve Place 57, its Board members, officers, agents, employees, and all other owners and residents, from any and all liability, loss, costs or expenses (including attorney fees and disbursements) incurred by you or an unauthorized person granted access by you as a result of an accident and/or injury except to the extent an accident or injury is caused by or results from the willful misconduct of a Place 57 agent, officer, director, or employee. Neither Place 57 nor its agents, officers, directors, or employees shall be liable for any loss or injury to you or to an unauthorized person granted access by you or to any article or property of yours or of such unauthorized person which is brought to the gym, used in the gym, or left in the gym.

   iv. You indemnify Place 57 from liability for injuries that you or an unauthorized person granted access by you to use the gym, or arising out of your or such unauthorized person’s negligence in using the gym.

   v. You agree to pay judgments and costs that arise in the event of any litigation arising out of or in any manner connected with any of the foregoing, you shall be liable to Place 57 for the full amount of any judgment rendered against Place 57 and for costs which may be incurred by Place 57 in the conduct of such litigation, including but not limited to reasonable attorney fees.

   o. PLEASE ABIDE BY THE RULES AND REGULATIONS POSTED IN THE GYM AS THEY MAY BE CHANGED FROM TIME TO TIME.
40. AMENDING RULES AND REGULATIONS: Any consent or approval given under these Residential Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Residential Board at any time by resolution of the Residential Board. Further, any such consent or approval may, in the discretion of the Residential Board, be conditional.

The Residential Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Residential Section when, in the reasonable judgment of the Residential Board, it deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests for the Residential Section, or the equipment thereof, or the comfort of Unit Owners, occupants, or others in the Residential Section. No rescission, alteration, waiver, or addition of any rule or regulation in respect of one Residential Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Residential Unit Owner or other occupants.

Violation of the House Rules & Regulations

Owners/residents who violate the House Rules shall receive a warning for the first violation. Repeated violations of these rules show a disregard toward other residents, cause Place 57 unnecessary expense, and impede management of the community by unnecessarily consuming Management’s time and effort. A $150.00 fine will be imposed for the second violation; a $500.00 fine for the third violation, and a $1,000 fine for each future violation. Failure to pay these charges within 30 days of issuance will result in the normal charge for arrearages in the amount of $150.00 for each month of arrearage, or part thereof. The offending Unit Owner has the right to appeal to the Residential Board any fines imposed.

Repeated violations may result in enforcement action, which could include additional fines, suspended privileges in Place 57, in addition to specific legal action at the discretion of the Residential Board.

41. PATIO RULES: Use of the Third Floor Patio is intended for sunbathing, quiet relaxation, and other such related activities. Be reminded that no individual resident has the right to the exclusive use of the patio. It is a common area to be shared and enjoyed by all authorized residents.

Out of respect to all residents, and to better control the activity on the patio area going forward for all to enjoy, the following rules established by the Residential Board of Managers, are effective immediately:

- Patio hours are daily from 8:00 A.M. to 10:00 P.M.
- Children should be supervised at all times while on the patio. Place 57 does not assume responsibility for the safety and/or supervision of children.
- No animals or pets are permitted at any time, unless provided by law.
- No barbecuing or cooking of any kind is permitted.
- Plants owned by residents and/or others and which are not part of the permanent landscaping of the patio area is not allowed on the patio.
Music on the patio is restricted to the use of headphones or ear buds.

Congenial cleanliness of the patio is the responsibility of the user.

Proper attire is required and topless or nude sunbathing is prohibited.

Smoking is not permitted under any circumstances.

No open fires or candles are permitted.

No beer kegs are permitted.

Unit owner(s) who will utilize the patio with groups of 15 people or more must notify Management at least 3 days in advance of the use. A $1,000 security deposit will be required for each such event. Charges will be assessed against the security deposit if the patio area is not restored back to its original state or damages occurred.

A unit owner, or his or her designee, is responsible for the proper conduct of their family and guests while in the building, including the elevators and hallways. Remind them that this is your home as well as the home of your neighbors. Failure to adhere to the rules set forth above will result in fines being imposed and collected.

While restrictions and rules are not ideal, we hope that the patio area will be enjoyed by all residents, and that more consideration and respect for everyone will foster this goal.

A unit owner of his or her designee is responsible for the conduct of their guests while in the building, including the elevators and hallways. Remind them that this is your home as well as the home of your neighbors. Failure to adhere to the rules set forth above (or in any other Condo rules) will result in fines being imposed and collected.

While restrictions and rules are not ideal, we hope that the above House Rules will provide and foster more consideration and respect for everyone and enhance all of our enjoyment while living at Place 57.

Received:

_______________________________________                 _____________________________
(Signature)                                                                               (Date)

_______________________________________
(Printed Name)