

RULES AND REGULATIONS FOR THE RESIDENTIAL SECTION
OF THE CLOCKTOWER CONDOMINIUM

1 Main Street

Brooklyn, New York 11201

Revised November 12th, 2015

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Residential Section shall not be obstructed or used for any other purpose other than ingress to and egress from the Units.

2. No article shall be placed in any of the halls or on any of the staircase or fire tower landings of the Residential Section nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from the doors, or windows or placed upon the window sills of the building.

3. Neither occupants nor their guests shall play in the public halls, public elevator vestibules, stairways, or public elevators of the Residential Section.

4. No public hall or public elevator vestibule of Residential Section shall be decorated or furnished by any Owner in any manner.

5. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, or windows thereof, any dirt or other substance.

6. No window guards or other window decorations shall be used in or about any Residential Unit except such as shall have been approved in writing by the Board of Managers or the Managing Agent thereof, which approval shall not be unreasonably withheld or delayed.

7. No radio or television aerial, satellite dish or other signal-receptive device, shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Residential Section except such as shall have been approved in writing by the Board of Managers or the Managing Agent; nor shall anything be projected from any window of the Residential Section without similar approval.

8. No ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers.

9. All radio, television or other electrical equipment of any kind or nature installed or used in each 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 Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit Owner's Unit.

10. No baby carriages, bicycles, scooters, carts or similar vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Residential Section.

11. No Unit Owner shall make or permit any disturbing noises or activity in the Building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners or the tenants or occupants of the Commercial Unit. No Unit Owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a phonograph or radio or television set or other loud-speaker in such Owner's Unit between the hours of twelve o'clock midnight and the following seven o'clock A.M., if the same shall disturb or annoy other occupants of the Building and in no event shall practice or suffer to be practiced either vocal or instrumental music for more than two consecutive hours at any time, or for any duration between the hours of ten P.M. and the

following nine A.M. No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of eight A.M. and five P.M., unless such construction or repair work is necessitated by an emergency.

12. Unit Owners shall have the right to keep and harbor pets in their Units other than pitbulls, rottweilers and dobermans; however such Unit Owner's right shall be subject to the Board's right to revoke such Unit Owner's right at any time in its sole discretion.

13. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of said Unit.

14. No occupant of the Building shall send any employee of the Board of Managers or of the Managing Agent out of the Building on any private business.

15. The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit in the Building at any reasonable hour of the day, on reasonable notice to the Unit Owner, for the purpose of inspecting such 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 reasonable manner so as not to unreasonably interfere with the conduct of business of the tenants and occupants of the Commercial Unit or the use of the Residential Units for dwelling purposes.

16. Doors leading from Residential Units to public corridors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

17. The Board of Managers or the Managing Agent thereof shall retain a pass-key to each Unit. If any lock is altered or a new is installed, the Board of Managers or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to the Board of Managers or the Managing Agent thereof, then the Board of Managers or such Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium 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 is given to such Unit Owner's property).

18. No mats, receptacles or other articles shall be placed in the halls or on the staircase landings of the Residential Section, nor shall anything be hung from the windows, or placed upon the window sills of the Units of the Residential Section.

19. Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (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 flues; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; (f) refrain from depositing waste of an explosive nature therein. Unit Owners shall comply with all recycling laws and regulations. In the event that any Unit Owner's non-compliance shall result in a municipal violation, fine or other expense being imposed upon, or incurred by, the Condominium, the amount thereof shall be reimbursed to the Condominium by such Unit Owner, promptly on demand.

20. Unit Owners shall not cause or permit any unusual or objectionable noise or odors to be produced within or to emanate from their Units.

21. Commercial film, video and photographic shoots (“Commercial Shoots”) are permitted in the building insofar as they do not interfere with any unit owner’s right to quiet enjoyment of their units and the building’s common spaces. All Commercial Shoots require prior permission from the Board of Managers, and are subject to such requirements (including but not limited to fees, insurance requirements, and access restrictions) as the Board of Managers deems fit to impose. For the purpose of this provision, a ‘Commercial Shoot’ shall be defined as a Shoot for which monetary or other consideration or benefit is paid or delivered, or promised to be paid or delivered, to a Unit Owner or to any person acting on behalf, or at the behest, of a Unit Owner.

22. No Residential Unit Owner or any of his agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

23. Nothing shall be done or kept in any Residential Unit or in the Common Elements which will increase the rate of insurance of the Building or contents thereof applicable for residential or commercial use without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit or in the 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 Common Elements.

24. No group tour or exhibition of any Unit or its contents shall be conducted (other than of Units owned by the Sponsor), nor shall any auction sale be held in any Unit without the consent of the Board of Managers or its Managing Agent.

25. Terraces and balconies of the Residential Units shall not be painted, nor enclosed or partially enclosed by glass, wood, metal or any type of material whatsoever, other than by such partitions as shall be existing at the time of purchase from the Sponsor.

26. Plantings on any Terrace 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 surface, and, if adjoining a wall, at least three inches from such locations, such as a corner abutting as 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. Such masonry planting beds shall not, however, rest directly upon the surface of such Terrace, but shall stand on supports at least two inches above the surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

27. If any Residential Unit is used for home occupation purposes, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

28. Complaints regarding the service of the Building shall be made in writing to the Board of Managers or to the Managing Agent.

29. No unauthorized items such as bikes, shopping carts, furniture items are to be stored in the public lobby.

30. No one may use the public lobby for a personal purpose (ie. event sign-in, reception) without written permission from the Board of Managers.

31. All leases must be approved by the Board of Managers, applications submitted to the Property Management Company and may be for a term of not less than one year. Further, all lease renewals must also be submitted and obtain approval.

32. Repeated violations of any item in the Rules and Regulations by a Unit Owner, and efforts made by Management and the Board of Managers to induce the Lessee to curtail the infractions, shall incur a \$250.00 penalty per incident.

33. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

SMOKING POLICY
THE CLOCKTOWER CONDOMINIUM
1 MAIN STREET, BROOKLYN, NEW YORK
(PURSUANT TO NEW YORK CITY LOCAL LAW 147 OF 2017)

1. The term “smoking” and similar terms means inhaling, exhaling, burning, or carrying any lighted cigar, pipe, cigarette, e-cigarette or other tobacco or non-tobacco smoking product in any manner or in any form.
2. No Unit owner, tenant, occupant, or any other person (including, but not limited to, invitees, guests or contractors) occupying or visiting an Apartment shall smoke in any common area of the building, including, but not limited to: entrances, elevators, hallways, basement, stairwells, fire stairs, amenity spaces, roof decks, courtyards, terraces and gardens, and within a perimeter of 10 feet outside the front entrance of the building (all of the foregoing collectively "Prohibited Smoking Locations"). Each Unit Owner shall inform all persons that do or will occupy or enter an Apartment of this policy and shall be responsible for violations thereof. A fine of \$250.00 per occurrence will be imposed on the common charge account of an Apartment the Unit Owner or any other occupant of, or visitor to, which, shall have been found to be in violation of this policy.
3. Each Unit Owner shall inform his/her household staff, co-occupants and guests of this policy.
4. A Unit Owner who violates this policy, or whose co-occupant, guest or other invitee violates this policy, shall be deemed to have agreed to indemnify, defend and hold harmless the Condominium from, against and with regard to any loss or damage which the Condominium may incur, or any claim that may be asserted against the Condominium, as a result of such violation of this policy, including, without limitation, the amount of reasonable attorneys' fees and disbursements incurred by the Condominium in connection therewith.
5. Any monetary obligations by a Unit Owner to the Condominium under this policy shall be deemed additional common charges under the bylaws of the Condominium.