

120 GRAMERCY HILL

SUPPLEMENTAL RULES AND REGULATIONS

May 11, 2006

TABLE OF CONTENTS

A. **Move-In Guidelines**

1. Move-In Scheduling
2. Insurance
3. Refuse Disposal
4. Damage Protection
5. Move-In Date & Corridor Inspection Form

B. **Unit Alteration Guidelines**

1. Alteration Approval Process
2. Refuse Removal During Construction
3. Elevator Use
4. Labor Use
5. Building Permits
6. Damage Protection
7. Unit Alteration Application Form

C. **Building Service Personnel**

1. Building Superintendent
2. Doorman
3. The Management Company

D. **Security & Visitors**

1. No Smoking in Public Areas
2. Security Procedures-Announcing Visitors
3. Deliveries

E. **Financial & Accounting Policies**

1. Common Charges
2. Overdue Payments
3. Billing Inquiries
4. Sale And Lease Of Units

F. **House Rules**

MOVE-IN GUIDELINES

A. ***MOVE-IN GUIDELINES***

We are very pleased to welcome you to 120 Gramercy Hill Condominium. Please take a moment to read the following guidelines at your earliest convenience. To facilitate your arrival, kindly contact Mr. Joshua Salon at Salon Realty Corp., our Managing Agent, should you have any additional questions regarding the move-in process. Mr. Salon may be reached at (212) 534-3131 or Joshua@SalonRealty.com during business hours.

1. **MOVE-IN SCHEDULING**

To facilitate your arrival, Unit Owners will move in to the Building on a pre-scheduled basis. As elevator availability is restricted, we will schedule move-ins according to elevator availability at pre-coordinated times. To insure minimum disruption to building services and occupants, as well as to facilitate individual move-ins, when arranging your move-in date, please provide us with your moving company's name and telephone number, and alert us to any special requirements you may have. Please note that the moving company you employ must comply with the rules and regulations set forth by the Condominium.

2. **INSURANCE**

Your moving company will be required to provide the Managing Agent with a certificate of insurance, in which the Insured Parties (as hereinafter defined) shall be named as Additional Insureds, providing: (a) comprehensive general liability (including broad form property damage) insurance on an occurrence basis for any occurrence in or about the Building in a combined single limit not less than \$2,000,000.00, which insurance shall include owner's protective liability, independent contractor's liability and completed operations liability; (b) comprehensive automobile liability, covering owned, non-owned and hired vehicles, providing bodily injury and property damage, all on a per occurrence basis, in a combined single limit not less than \$1,000,000.00; and (c) workers compensation insurance in statutory limits. As used herein, the term "Insured Parties" means 120 Gramercy Hill Condominium and Salon Realty Corp., and each of their respective officers, agents, directors, employees, servants, partners, members, shareholders and any and all related companies.

The holder of the insurance certificate shall be **120 Gramercy Hill Condominium**.

Please contact the Managing Agent if you require additional information.

3. **REFUSE DISPOSAL**

Boxes, refuse and items directly resulting from your move-in must be removed from the premises by your moving company at the time of move-in. Kindly include this removal as part of your moving company's service.

4. DAMAGE PROTECTION

To protect your furnishings, as well as the Building's lobby, elevators and hallways, moving companies must protect all common areas and elevators. The Managing Agent can help your moving company work out these requirements. Please be reminded that Unit Owners are responsible for any damages resulting from their move-in.

Please fill out a "Move-In Date & Corridor Inspection Form" (see Item 5 following) before moving-in. The form is available at the Managing Agent's Office.

5. MOVE-IN DATE & CORRIDOR INSPECTION FORM

Name of Unit Owner(s):

Unit Number:

Move-In Date:

Existing Condition Survey:

Please check box below if there is no pre-existing defect(s). Otherwise, provide a description of any existing defect(s) or damage(s),

- Wall Covering _____
- Painted Walls _____
- Carpeting _____
- Flooring _____
- Elevator _____
- Doors _____
- Fixtures _____

I understand that I am responsible for providing appropriate and adequate protection of the common area elements, including but not limited to, carpeting, flooring, wall covering, elevators, doors and frames, during my move-in. I shall be responsible for any damages to the public areas caused by my move-in.

UNIT OWNER DATE

UNIT ALTERATION

GUIDELINES

B. *UNIT ALTERATION GUIDELINES*

The following requirements must be satisfied prior to the commencement of any improvements and/or modifications to any Unit:

1. ALTERATION APPROVAL PROCESS

- Review and become familiar with the terms and conditions of the Alteration Agreement (available by contacting the Managing Agent) and the Condominium By-Laws.
- Submit a Unit Alteration Application Form (See Item 7 of this section) as well as a signed Alteration Agreement and three (3) sets of complete plans and specifications prepared by a licensed architect and/or engineer to:

**120 Gramercy Hill Condominium
c/o Salon Realty Corp.**

338 East 92nd Street

New York, NY. 10128

Attn: Joshua Salon

- Prepare to submit all the requirements noted in the Alteration Agreement including, but not limited to: An architect and/or engineer's letter certifying to the Board of Managers (a) that the electrical loads required as a result of Unit Owner's work will not be in excess of the present electrical capacity of the Unit and will not adversely affect the Building's electrical service and (b) whether Unit Owner's work will require an amended Certificate of Occupancy for the Building.
- List of names, addresses, and principals of every contractor retained by Unit Owner and of every subcontractor retained by any such contractor.
- Certificates of insurance from each contractor and subcontractor as per all of the terms of the Alteration Agreement.
- If acceptable, the Alteration Application will be approved and a signed copy of the Alteration Agreement will be returned to the applicant.
- Unit Owner's work may then be performed to the Unit in accordance with all provisions of the Alteration Agreement.

Unit Alteration Guidelines

- Upon completion of the Unit Owner's work, the Unit Owner shall obtain all inspections, file all necessary notices and certifications with the applicable governmental agencies and submit: copies of all inspections, notices and certifications; a Certificate of Completion from the Unit Owner's architect or engineer, a Waiver of Lien from Unit Owner's general contractor; and all other requirements as required in the Alteration Agreement.
- Submit one full set of reproducible as-built drawings.
- Application fees as are established from time to time by the Board of Managers.

The Building's Architectural/Construction drawings are available by contacting the Managing Agent's Office.

2. REFUSE REMOVAL DURING CONSTRUCTION

Each Unit Owner is responsible for the proper removal of trash and materials from renovations and/or alterations. Under no circumstances should construction related debris be placed in the hallways and/or stairways. This means that a private container with proper permits must be obtained and used to remove such debris from the premises. The New York City Sanitation Department will not remove construction debris from the curbside and, therefore, we will not permit contractors to place such debris along the curbside unless it is in a container to be picked up by private trash collecting company. A summons will be issued to the Condominium should same take place. The cost of any such summons will be passed on to the Unit Owner. Please contact the Managing Agent's office for more information regarding construction refuse removal.

3. ELEVATOR USE

Please call the Managing Agent's office for scheduling the use of the elevator.

Before allowing your contractor to proceed to the elevator, the Doorman will ask that they sign in and verify that they have obtained the proper approvals.

Construction work in the Building may only be performed during the hours of 8:30 a.m. to 6:00 p.m., Monday through Friday. Construction work may not be performed on weekends and holidays.

4. LABOR USE

All contractors and/or subcontractors working in the Building must have a Certificate of Insurance on file with the Managing Agent.

5. BUILDING PERMITS

It is the responsibility of the Unit Owner to obtain the necessary permits to ensure compliance with all local building codes. You will be required to submit a copy of your

permit(s) before commencing work. Not all work requires a building permit. Your design professional should help you determine which permits are required for your work.

6. DAMAGE PROTECTION

- When work is being performed in a Unit, the Unit Owner will be responsible for any damages caused to the lobby, corridors, stairways and elevators during construction. It is expected that the Unit Owner will either be present while contractors are working in the Unit or will be represented by a competent supervisor. This will ensure that the Building's rules and regulations are followed and that common areas of the Building are protected.
- Upon completion of a contractor's work, the Managing Agent or his representative will perform an inspection of the public areas. This inspection will ascertain whether any damage has occurred and whether all areas have been cleaned and restored to their original condition.

UNIT ALTERATION APPLICATION FORM

Unit Owner

Name	_____	Date	_____
Address	_____		
Phone	_____	Unit	_____
Signature	_____	Est. Cost	_____

Architect

Name	_____	Date	_____
Address	_____		
Phone	_____	Fax	_____
Contact	_____		

Description of Alteration

Office Use Only

Application Approval	Approval Number	Date
Board of Managers 120 Gramercy Hill	_____	_____

BUILDING SERVICE

PERSONNEL

C. BUILDING SERVICE PERSONNEL

1. BUILDING SUPERINTENDENT

Mr. Noël Henriquez, the Building Superintendent, is responsible for the day to day operation of the Building and supervises the Building staff. Please contact Mr. Henriquez for the arrangement of the following:

- Repairs and Maintenance Services and
- Security Procedures

The Building Superintendent may be reached by email n.henriquez@nextel.blackberry.net or telephone 347-236-8745. Please only contact the Building Superintendent outside of business hours in the case of an emergency.

2. DOORMAN

A Doorman is available in the Lobby from 7 a.m. to 11:30 p.m. on weekdays (with a break between approximately 11-11:30 a.m.) and from 4 p.m. to 12 midnight on weekends to assist Unit Owners with baggage, luggage, hailing of taxis, etc. The service hours of the Doorman may be changed at any time or from time to time by the Board of Managers in their sole discretion.

In the event that the Building Superintendent is unavailable to take a service complaint or request, the Doorman maintains a service log to record such complaints or requests. This log is reviewed daily by the Building Superintendent.

3. THE MANAGEMENT COMPANY

120 Gramercy Hill Condominium is managed, on behalf of all Unit Owners of the Condominium, by Salon Realty Corp. If Unit Owners have any problems that cannot be resolved by the Building Superintendent, please contact Mr. Joshua Salon at (212) 534-3131..

***SECURITY &
VISITORS***

D. SECURITY & VISITORS

1. NO SMOKING IN PUBLIC AREAS

New York City law prohibits smoking on the roof or in elevators, corridors, stairwells, and any other public area of the Building. For the convenience, comfort and safety of building residents and visitors, we ask that you refrain from smoking in all public areas.

2. SECURITY PROCEDURES-ANNOUNCING VISITORS

Unaccompanied visitors and service providers must be announced at the Doorman's desk. Building personnel have been instructed that no person (other than a known resident) is to be admitted to the Building unless the visitor or service provider is either announced from the lobby to the Unit or the Unit resident has given prior written instructions to the Doorman's desk in the form of a Permission to Enter Form to grant such Person access to his Unit. If you are not present at the time of arrival of your visitor or service provider, you must provide such visitor or service provider with keys for your Unit. If such arrangements have not been made, such visitor or service provider will not be allowed access into the Building. Whenever a Unit resident expects more than ten (10) guests and does not wish the guests to be announced, the Doorman should be given a list in advance.

If you dismiss a service provider for whom you have completed a Permission to Enter Form, please notify the Building Superintendent and the Doormen immediately not to allow the dismissed service provider into the Building and promptly remove the Permission to Enter Form on file with the Doorman. It is your responsibility to obtain the Unit keys from any dismissed service provider.

When a Doorman is not on duty, please do not grant anyone you do not know access to the Building. If a person is trying to gain access, please show them how to use the Video/Intercom system. When a Doorman is not on duty, do not prop open the front door.

3. DELIVERIES

Small items that are delivered to you will be signed for and held by the Doorman. You will then be notified of their arrival. You must sign the Building Logbook to confirm receipt of your package. For delivery of any large item or construction material, please notify the delivery personnel that they will be responsible for A) off-loading the delivery truck; B) transporting such items to your Unit; and C) any damages to public areas caused by the delivery activities.

HOUSE RULES

E. ***HOUSE RULES***

1. The sidewalks, lobby, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Building shall not be obstructed or used for any purpose other than egress to and ingress from the Unit.
2. No article (including, but not limited to, footwear, baby carriages, garbage cans or bottles but excluding mats, holiday decorations and the temporary placement of a wet umbrella) shall be placed in any of the lobby, passages, public halls, vestibules, corridors, stairways or other Common Areas of the Building, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the windowsills of the Building.
3. Guests of Unit Owners shall not congregate in the Common Areas of the Building. Pets shall only be allowed in Common Areas of the Building on their way to and from a Unit and for other reasonable purposes. Unit Owners shall be liable for any damage caused to the Building by any of their guests or pets.
4. No Common Areas shall be decorated or furnished by any Unit Owner in any manner. Signs, notices or advertisements shall not be inscribed or exposed on or at any window, door or in any Common Area of the Building, except such as shall have been approved in writing by the Board of Managers.
5. Each Unit Owner shall keep such Unit Owner's Unit and any Limited Common Elements appurtenant thereto (including the surface of any Terrace appurtenant to a Residential 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, cigarettes or other substance. Any determination as to what constitutes good state of preservation and cleanliness for any Unit Owner's Terrace shall be within the sole but reasonable discretion of the Board of Managers.
6. Residents with children under the age of 10 years must report same to the Managing Agent in writing (in accord with laws of the City of New York) and subsequently have installed at the Unit Owner's expense window guards of a design approved by New York City.
7. No radio, television aerial, satellite, disk or similar devices 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 door or window or other part of the Building except such as shall have been approved in writing by the Board of Managers, nor shall anything be projected from any door or window of the Building without similar approval, except as may otherwise be required by law.

8. No heat, ventilator or air conditioning device shall be installed in any window of a 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 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 unreasonably interfere with the rights, comfort or convenience of other Unit Owners. Without limiting the foregoing, no Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal 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 8:00 AM, if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Board of Managers. No construction or repair work or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:30 AM and 6:00 PM, unless such construction or repair work is necessitated by an emergency.
11. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition), shall be permitted, kept or harbored in a Unit without the same in each instance having been expressly permitted in writing by the Board of Managers and such consent, if given, shall be revocable by the Board of Managers in its reasonable discretion at any time. In no event shall any Unit Owner maintain more than two (2) pets in a Unit without the consent of the Board of Managers nor shall any dog, cat, bird, reptile or other animal be permitted in any elevator or other Common Areas of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the windows sills or other public portions of the Building or on the sidewalk or street adjacent to the Building. Each Unit Owner who keeps any type of pet in such Unit Owner's Unit may be required to enter into an agreement with the Board of Managers setting forth such other rules regarding pets as the Board of Managers shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners, the Managing Agent and all other Insured Parties from all claims and expenses resulting from acts of such pet.
12. When a Doorman is not on duty, the front door should not be propped open if left unattended. Corridor doors shall be kept closed at all times except when in actual use for ingress from or egress to public corridors.

13. The Board of Managers or the Managing Agent may retain a passkey to each Unit. If any lock is altered or a new lock 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 such Unit Owner's 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 or such Managing Agent, then the Board or the Managing Agent or their agents (but, except in an emergency, 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).
14. Complaints regarding the Building services shall be made in writing to the Board of Managers or the Managing Agent.
15. Any consent or approval given under these Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Board of Managers, at any time or from time to time by resolution of the Board of Managers. Further, any such consent or approval may, in the discretion of the Board of Managers, be conditional.
16. No Unit Owner shall host more than 10 persons (including the Unit Owner) on the roof without the prior consent of the Board of Managers, such consent not to be unreasonably withheld (it being acknowledged that prior violations of the provisions of the By-laws or the Supplemental Rules and Regulations may be reasonable grounds for such consent to be withheld). If the Board of Managers does not grant such consent, the Board of Managers shall specify in writing its reasons for not granting such consent. The Board of Managers may require a deposit prior to granting such consent. Such deposit (in whole or in part at the discretion of the Board of Managers) may be forfeited if any rules or regulations of the Building are violated. After use of the roof by any Unit Owner, the Unit Owner will return the roof to its original condition, including removing all trash and returning all furniture to its original position, no later than by 11 a.m. the next day. In no event is smoking permitted on the roof. Exclusive use of the roof for a specified period of time may be reserved in advance; provided the Board of Managers may charge a reasonable fee for such use. Such access to the roof will generally be granted on a first-come/first-serve basis. No person under the age of 18 shall be permitted on the roof without adult supervision.
17. Unit Owners, their guests, service workers, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units or any public portions of the Building.
18. No Unit Owner or any of such Unit Owner's agents, service workers, employees, licensees, tenants, sublessees or visitors shall at any time bring into or keep in

such Unit Owner's Unit any (i) illegal substance or (ii) flammable, combustible, explosive or hazardous fluids, material, chemical or substance, except with the prior consent of the Board of Managers.

19. There are trash and recycling bins located on each floor of the Building. Recycling is strictly enforced in New York City. The Condominium and/or the Unit Owner may receive summonses, answerable before the Environmental Control Board, if recycling regulations are violated. A Unit Owner will be responsible for all costs relating to any such summons resulting from the action of such Unit Owner or any of his family members, guests, tenants, employees or other agents.
20. If any key or keys are entrusted by a Unit Owner or by any member of such Unit Owner's family or by such Unit Owner's agent, services workers, employee, tenant, sublessee, licensee or visitor to any member, employee or agent of the Building, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Building, the Board of Managers nor the Managing Agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly, resulting therefrom or in connection therewith.
21. Nothing shall be done or kept in any Unit or in the General or Limited Common Elements, which will increase the rate of insurance of the Building or contests thereof without the prior written consent of the Board of Managers. No 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.
22. The Board of Managers shall have the right from time to time to relocate any portion of the Common Element devoted to storage or service purposes.
23. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the prior consent of the Board of Managers.
24. In the event that any Unit is used for home occupation purposes which are permitted by law and the By-Laws, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or other Common Area.
25. All articles stored or allowed to stand on Terraces shall be securely secured or fastened when not in use to prevent its being blown from these terraces during windy conditions. Any plants shall be likewise secured.
26. No items, including, without limitation, trash and cigarettes, shall be thrown, dropped or otherwise released off a Terrace or the roof or out a window.

27. The Board of Managers reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulations at any time prescribed for the Building when, in the reasonable judgment of the Board of Managers, the Board of Managers deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interest of the Building, or the preservation of good order therein, or the operation or maintenance of the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Unit Owner or other occupant.
28. In the event, these Supplemental Rules and Regulations shall directly conflict with the By-Laws (including Schedule A thereto), the provisions of the By-Laws shall govern.
29. The Board of Managers in its sole discretion may assess a fine or penalty (in addition to any costs incurred by the Condominium relating thereto) or take any other action it reasonably deems appropriate if a Unit Owner or any of his family members, guests, tenants, employees or other agents violates any provisions of the By-Laws or these Supplemental Rules and Regulations. The Board of Managers may issue Notice Letters in connection with any such violation. Such Notice Letters may (i) constitute a warning, (ii) specify a fine or penalty, (iii) require remedial action and/or (iv) suspend or restrict certain of the rights appurtenant to such Unit.