## THE 366 WEST 11<sup>TH</sup> STREET CONDOMINIUM NEW YORK, NY 10014

## PROCEDURES TO PURCHASE A RESIDENTIAL CONDOMINIUM UNIT

1. Any unit owner receiving an offer to purchase his/her unit must give notice to the Board of Managers, by mail at the following address:

#### SALON REALTY CORPORATION 338 EAST 92<sup>ND</sup> STREET New York, NY 10128

- 2. Said notice shall include the original and two complete sets of the following:
  - a) Application (form enclosed)
  - b) Financial Statement (form enclosed)
  - c) Two personal reference letters
  - d) Two financial reference letters
  - e) Fully executed copy of Contract of Sale
  - f) Processing fee of \$400.00 payable to SALON REALTY CORPORATION
  - any further information as requested by the Board of Managers
  - Move out fee of \$500.00 paid by the seller made payable to: 366 WEST 11<sup>th</sup> STREET CONDOMINIUM
  - i) Move in fee of \$500.00 paid by the purchaser made payable to: 366 WEST 11<sup>th</sup> STREET CONDOMINIUM
  - i) House Rules and Policies
  - k) Acknowledgement of House Rules (enclosed)
  - l) Key Authorization and Release Form (enclosed)
- 3. The giving of said notice will constitute an offer by the unit owner to sell his/her unit to the Board of Managers on behalf of all other unit owners upon the same terms and conditions as contained in such offer.
- 4. The Board of Managers has 30 days from the receipt of said notice to either (1) elect to purchase said unit upon the same terms and conditions as the offer or (2) waive their right of first refusal of said offer.
- 5. Exceptions to obtaining the waiver of the right of first refusal include the sale to a spouse, adult child, parents, parents-in-law or adult sibling. However, all of the above information is required for informational purposes, and the preparation of closing documents.
- 6. All moves are to be scheduled at least one week in advance and are to take place between 8:00 a.m., 4:00 p.m. No moves will be permitted on weekends. All moving companies must fax an insurance certificate to (212) 534-6237 listing 2 additional insureds:
  - 1) 366 West 11th Street Condominium
  - 2) Salon Realty Corp.

# THE 366 WEST LITE STREET CONDONINIUM

APT.	
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# APPLICATION FOR WAIVER OF RIGHT OF FIRST REFUEAL ON PROPOSED CONDOMINIUM SALE

Unit Owner(s)  Home phone Work phone  Current address  Forwarding address  **********************************
Current address
Remarding address
Forwarding address
*************************************
Proposed closing date
Purchase price
Down payment
Financing institution name
Address
******************
Applicant's Name SS #
Applicant's Name SS f
Present Address(es)
PI EDGIA V SIMEN ( )
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citizenship of applicant or proposed occupant:
Name and address of person who is authorized to accept service of process in absence of applicant:
Present Landlord: Name, Address and Phone

Current Employer: Name, Address and Phone
Position, Income and Supervisor
Current Employer: Name, Address and Phone
Position, Income and Supervisor
CPA: Name, Address and Phone
Attorney: Name, Address and Phone
Financial References:  Bank: Name, Address and Account Number
Bank: Name, Address and Account Number
Personal References: Name, Address, Phone, and Relationship to Applicant
Name, Address, Phone, and Relationship to Applicant
Reason for moving
How did you find this apartment?  Names and ages of all other persons to occupy the apartment
Does applicant plan to keep any pets?
If so, please specify type and number

will there be any business or professional visitors to the apartment? If so, state estimated number per day
Will there be any employees living or working in the apartment?  If so, state name of each:
Business:
Domestic:
This application does not constitute a binding obligation of any kind by either Unit Owner, Purchaser or Condominium Association. Unit Owner will have a maximum of 60 days within which to complete Unit Owner will have a maximum of 60 days within which to complete the sale after receiving a waiver from the Board of managers. If the sale after receiving a waiver from the Board of managers. If such sale is not consummated in 60 days, Unit Owner shall be such sale is not comply with the "right of first refusal" required to again comply with the "right of first refusal"
No written or oral representation or agreements by salespersons, broker or others are to be binding on Unit Owner, Purchaser, broker or others are to be binding on Unit Owner, Purchaser, Condominium Association or agent unless included in the Contract of Sale.
The undersigned represents that the Contract of Sale described above shall be made strictly in accordance with the provisions of the By-laws of the condominium and agrees to deliver promptly to the Board all such further information with respect to the offer as the Board may reasonably request.
The undersigned acknowledges that the Board has a 30 day period, commencing after the date of receipt of both this notice and the receipt of such additional information concerning the offer as the receipt of such additional information concerning the offer as the Board may reasonably request, to exercise its right of first refusal to purchase the apartment on the terms specified herein refusal to purchase the apartment on the terms specified herein and in the By-laws. The undersigned hereby requests that, if the Board elects to waive or release such right of first refusal, it deliver to the undersigned a certificate to that effect, pursuant to the provisions of the By-laws.
Applicant's signature Unit Owner's signature
Applicant's signature Unit Owner's signature

#### ASSETS

Note: If value of any asset is not detest forth basis of valuation.	erminable i	n open market,
Cash in bank		
Checking account:		
Savings account:		
Certificates of Deposit:		
Money market:		
<u>Securities</u>		•
Stocks:		
Bonds:		
Treasury Bills:		• .
Real Estate (specify nature and location		·)
		*
•		
	. P	
	•	
Other (describe)		•
Total assets:		

#### INCOME

Salary:
Pension:
Social Security:
Profit from wholly owned business:
Profit from partnership:
Dividends:
Interest:
Other (specify):
Total income:

#### LIBRILITIKS

State	nature	and	amount:			
					-	
Total	liabili	ties	<u></u>		 	
Net wo	rth:				 	

#### POWER OF ATTORNEY

undersigned,\_\_ The residing at \_ , in the Building known as and by The 366 West owner of Unit No.\_\_\_\_ 12th Street Condominium, and the street numbers 362-368 West 11th Street, Borough of Manhattan, City and State of New York, designated and described as Unit No. \_\_\_in the Declaration establishing a plan for condominium ownership of said Building and the land on which it is erected dated \_\_\_\_\_\_, 198\_\_\_\_, recorded in the Office of the Register of the City of New York, in the County of New York, on \_\_\_\_\_\_, 198\_\_\_, in Reel \_\_\_\_\_, at page \_\_\_\_ and on the Floor Plans on file in said Register's Office as Condominium Plan , do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of The 366 West 11th Street Condominium, jointly true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution. to acquire in their own name, as members of the Board of Managers or in the name of their designee, (corporate or otherwise), on behalf of all owners of Units in said property, in accordance with their respective interests in the Common Elements (as such term is defined in said Declaration) any Unit whose owner desires to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any, and the interest of such Unit Owner in all other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests") or any Unit together with the Appurtenant Interests, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose owner desires to rent the same, at such price or at such rental, as the case may be, and on such terms, as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease or mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

The undersigned do hereby further irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of The 366 West 11th Street Condominium, jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium that the Board of Managers deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair, or

restoration of the Condominium or (b) any consent, Covenai restriction, easement, or declaration, or any amendment there affecting the Condominium or the Common Elements, that the Board Managers deems necessary or appropriate.

The acts of a majority of such persons constituting the Board Managers shall constitute the acts of said attorneys-in-fact.

The undersigned hereby further irrevocably nominates, constitutes a: appoints Idaho Associates (the "Sponsor") and its successors, ( designees (as additionally defined in the Declaration) its true as lawful attorneys-in-fact, coupled with an interest, with the power ( substitution to amend from time to time said Declaration, and the By-Laws and the rules and regulations of The 366 West 11th Stree Condominium, or any of said documents, when such amendment shall } required to reflect any changes in Unsold Units and/or th reapportionment of the Common Interest of the affected Unsold Unit resulting therefrom made by Sponsor (or its designee) in accordance with the Declaration. The terms, covenants and conditions contained in and the powers granted pursuant to, this paragraph shall remain in ful force and effect until such time as the Sponsor (or its designee) shall cease to own any of the Units in The 366 West 11th Street Condominium.

This power of attorney shall be	irrevocal	ble.				
IN WITNESS WHEREOF, the underside band to this Power of Attorney to	ned has/i	have e: day of	recuted 	hereto	and set	π 
STATE OF NEW YORK )					·	<b></b>
>ss.; COUNTY OF NEW YORK>						
On the day of				_		
to me known and known to me to who executed, the foregoing in he executed the same.	be the instrument,	ndivid: and	scknow	describe ledged	ed in, an to me tha	đ
			NOTA	ARY PUBI	.TC	

State of New York County of New York) SS:	
On theday ofon the year 20 personally appeared, personally appeared, personally appeared, personally appeared, personally appeared, personally described to the within instrument and acknowle executed the same in his/her/fheir capacity (ies), a signature(s) on the instrument, the individual(s), behalf of which the individual(s) acted, executed that such individual made such appearance in the New York].	individual(s) whose name(s) is (are) edged to me that he/she/they and that by his/her/their or the person or the entity upon the lif outside New York State and
	Notary Public
State of New York County of New York ) SS:	
On theday ofon the year 20 personally appeared, personally appeared, personally appeared, personally appeared, personally appeared, personally appeared to the within instrument and acknowle executed the same in his/her/their capacity (ies), a signature(s) on the instrument, the individual(s), behalf of which the individual(s) acted, executed that such individual made such appearance in the New York].	individual(s) whose name(s) is (are) edged to me that he/she/they and that by his/her/their or the person or the entity upon the lif outside New York State and
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	Notary Public

#### 366 WEST 11TH STREET CONDOMINIUM CERTIFICATE OF WAIVER OF RIGHT OF FIRST REFUSAL

On behalf of the Residential Condominium Committee (the "Residential Committee") of 365 West 11th Street Condominium, 366 West 11 Street, New York, NY 10014, (366 West 11th Street Condominium), I, hereby, certify pursuant to Article VII and in particular Section 1 of the By-laws of 366 West 11th Street Condominium that, owner of Unit, has provided me with a executed copy of the Contract of Sale dated
with respect to the sale of Unit and that
on behalf of the Residential Committee, I have released and waived the right of first refusal of the Residential Committee provided for in Article VII of the Bylaws, with respect to such sale.

RESIDENTIAL CONDOMINIUM COMMITTEE 366 WEST 11TH STREET CONDOMINIUM

By:
Officer/Authorized Representative
of the Residential Condominium Committee

Dated:

#### ADDENDUM TO BY-LAWS

#### RULES AND REGULATIONS FOR THE 366 WEST 11th STREET CONDOMINIUM

#### AS OF MAY 1, 2008

- 1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Building shall not be obstructed or used for any other purpose other than ingress to and egress from the Units.
- 2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircase or landings of the Building 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 vestibules or stairways, of the Building, except in recreational areas or other areas, if any, designated as such in the Declaration or by the Board of Managers.
- 4. No public hall or public vestibules of the Building shall be decorated or furnished by any Unit 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, balconies or windows thereof, any dirt or other substance.
- 6. No window guards or other window decorations shall be used in or about any 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. In no event, however, shall any exterior glass surface of any window be colored or painted.
- 7. No radio or television aerial shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination (including, without limitation, "For Sale," "For Lease" or "For Rent" signs) 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 Board of Managers or the Managing Agent; nor shall anything be projected from any window of the Building without similar approval.
- 8. No ventilator or new air conditioning device shall be installed in any 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 Building.

- 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. No Unit Owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a stereo, radio or television set or other loudspeaker in such Owner's Unit between midnight and the following 8:00 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 between the hours of 10:00 p.m. and the following 9:00 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 8:00 a.m. and 5:00 p.m., unless such construction or repair work is necessitated by an emergency.
- 12. Not more than one household pet shall be kept or harbored in any Unit unless expressly permitted in writing by the Board of Managers or the Managing Agent. Such consent, if given, shall be revocable by the Board of Managers or the Managing Agent in their sole discretion, at any time. In addition, no dogs may be kept or harbored in any Unit that is rented by the Unit Owner to any tenant. All animals must be either carried or kept on leash while in the public portions of the Building including the rear yard. Under no circumstances shall Unit Owners permit their pets to soil or wet any public areas of the Building or the sidewalk immediately in front of the Building.
- 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 use of the Units for dwelling purposes.
- 16. Doors leading from 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 may retain a pass-key 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 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. The laundry and drying apparatus in the laundry room shall be used in such manner and at such times as the Board or the Managing Agent may direct. No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung on or out of a Unit or its appurtenant Limited Common Elements.
- 19. Unit Owners will faithfully observe the following procedures with respect to the use of any trash containers in the basement and with respect to use of the trash chute on each floor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in plastic bags all garbage before depositing the same; (c) crush into tight bundles and secure all loose papers before placing the same in the containers; and (d) deposit all bundles of waste into the containers. Unit Owners shall comply with all recycling rules imposed by the City of New York. Unit Owners shall comply with all notices from time to time posted by the Board of Managers regarding disposal of bottles, cans, paper and other recyclable trash.
- 20. Unit Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.
- 21. No Unit Owner or any of his agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his Unit or balcony any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.
- 22. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Building or contents thereof 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 (including, without limitation, the use of barbecues or grills on the balconies) which may result in the cancellation of insurance on the Building or which would be in violation of any law. Nothing shall be done which will damage the Common Elements.
- 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 consent of the Board of Managers or its Managing Agent.
- 24. Although Units may be used for home occupation purposes which are permitted by law, in no event shall patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.
- 25. (a) If any key or keys for a Unit are entrusted by a Unit Owner, by any family member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium, 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 connected therewith. No key or keys shall be accepted unless the Unit Owner (and any lessee, in the event that the occupant of a Unit is a lessee) shall have (i) executed and delivered to the Managing Agent a Condominium Key Waiver of Liability in the form supplied by the Board of Managers, without modification thereto, and (ii) completed and executed the Condominium's "key log", to be maintained at the lobby front desk of the Building.
- (b) As a courtesy to its residents, the Condominium will accept parcels/packages that arrive from U.P.S., Federal Express, or any other delivery agent attempting to deliver to the Building's residents when they are not at home. Parcels/packages will only be accepted for

plus all applicable legal and administrative fees, costs and expenses incurred by the Condominium incident thereto. The Unit Owner shall be informed by the Managing Agent in writing at least ten (10) days prior to the imposition of any such fine, by certified mail (return receipt requested) and regular mail.

## 366 West 11th Street Condominium Parcel/Package Acceptance Policy

As a courtesy to our residents, the Condominium will accept parcels/packages that arrive from U.P.S., Federal Express, or any other delivery agent attempting to deliver to our residents when they are not at home. Parcels/packages will only be accepted for residents that have signed the attached Parcel/Package Waiver Form without modification (the "Waiver"). PARCELS/PACKAGES WILL NOT BE ACCEPTED FOR ANY RESIDENT THAT HAS NOT COMPLETED AND SIGNED THE WAIVER. If requested by the Condominium's front desk security employees, proof of identity must be provided when residents arrive to pick up their parcels/packages. No person other than the intended recipient or a co-occupant of the recipient's apartment known to the Condominium's front desk security employees will be permitted to retrieve parcels/packages from the front desk.

PARCEL/PACKAGE WAIVER FORM

"Condominium") and the Condominium's	(Resident(s)) residing at Apt	Condominium (the and representatives, minium to accept
I/We directors, agents, comployees, contractors accepting said parcels/packages in the e responsible for the security or condition of no bailment shall be created by the Cond	(Resident(s)) relieve the Con- and representatives from all responsibilities and representatives from all responsibilities and follows, damage or theft. The Configuration of parcels/packages accepted on my/our behallominium's acceptance of any parcels/packages from the desk security employees shall exercises, I/We shall and do assume all risk of in the behalf by the Condominium.	lity as a result of andominium is not alf. I/We agree that kages, I/We hereby cise reasonable care
- 4	ves the right to refuse parcels/packages the discretion of the Condominium and with cels/packages are not claimed within one we	Citto act attento women.

delivery, the Condominium reserves the right to return said parcels/packages. I/We further agree that it is the responsibility of the parcel/package delivery company, and not the Condominium, to notify me/us that a parcel/package has been delivered, although the Condominium may so notify me/us solely as a

Apt.

Date

Date

courtesy, without any obligation to do so.

Resident

Resident

## 366 WEST 11th STREET CONDOMINIUM KEY POLICY

As a courtesy to our residents, the Condominium will accept for storage in the front desk "key box" one extra set of keys ("Unit Keys") for each Unit and the Condominium's front desk security employees will provide said Unit Keys to authorized persons upon request, in accordance with the following procedures.

### Acceptance of Unit Keys for Storage

Effective May 1, 2008, Unit Keys will only be accepted for storage from residents of record that have signed and delivered to the Managing Agent the attached Key Waiver of Liability Form without modification (the "Waiver"). KEYS WILL NOT BE ACCEPTED FROM ANY RESIDENT THAT HAS NOT COMPLETED AND SIGNED THE WAIVER. IF MORE THAN ONE ADULT RESIDENT RESIDES IN A UNIT, ALL SUCHABULT RESIDENTS MUST SIGN THE WAIVER. However, any resident that has signed the Condominium's prior Key Waiver of Liability form will not be required to sign the Waiver in the form below.

## Delivery of Keys to Residents and Authorized Persons

Upon request of any resident of record of any Unit, the front desk security employee will deliver that resident's Unit Keys to such resident directly. Only the resident(s) of record of any Unit are permitted to authorize other (non-resident) person(s) to receive Unit Keys. In order to authorize any non-resident person(s) to receive Unit Keys, the resident of record must enter that person(s) name directly onto the key log authorization sheet maintained at the front desk of the Condominium. Each entry must be initialed by both the authorizing resident of record and the security person of duty. Post-it notes, telephone authorizations or third party authorizations are not permitted. The resident of record is solely responsible for the Unit Keys delivered to such resident or other authorized person and the return of the Unit Keys to the front desk. To remove any authorization previously granted, the name of the previously-authorized person must be crossed out from the log and the log dated and initialed by both the resident of record and the security employee on duty.

KEY WAIVER OF LIABILITY FORM  resident(s) of apartment ("Unit") at 366 West	11th red a nium.			
resident(s) of apartment ("Unit") at 366 West	11th red a nium			
I/we, resident(s) of apartment ("Unit") at 366 West STREET CONDOMINIUM (the "Condominium"), hereby acknowledge that I/we have deliver single set of keys for the above Unit ("Unit Keys") for storage at the front desk of the Condominium at my/our request and so I/we acknowledge that the Unit Keys will be stored by the Condominium at my/our request and so an accommodation to me/us. I/we authorize the Condominium's front desk security employed deliver the Unit Keys to me/us and to any individuals I enter in the Condominium's key log from the upon request made to the Condominium's front desk security employees. If requested to such individuals shall display reasonably satisfactory identification to the Condominium's front security employee on duty.	ees to me to do so,			
I/we hereby acknowledge that the Unit Keys are being delivered for storage to the Condominium, and will be stored by the Condominium, at my/our sole risk, and that I/we indemnify and hold the Condominium, its directors, officers, agents, and employees harmless from any cost, expense (including attorneys fees), liability or claim in connection with or arising out of the storage and delivery of the Unit Keys. I/we further acknowledge that the Condominium would not accept the Unit Keys absent my release of liability and acceptance of these rules and instructions indicated by my/our signature(s) below. I/we further understand, agree and acknowledge that the return of the Unit Keys to the Condominium front desk is solely my/our responsibility.				
Unit Owner/Tenant: Signature: Date: Printed Name:				
Unit Owner/Tenant: Signature: Date:	<b></b> •			

## 366 WEST 11<sup>TH</sup> STREET CONDOMINIUM

acknowle	dge that I have received a copy of the
House Rules and Building Policies	for 366 West 11 <sup>th</sup> Street Condominium. ad these rules and policies and I agree
to abide by said rules and policies.	
	(Tenant/Unit Owner)
•	(Tenani/ Unit Owner)

residents that have executed a Condominium Parcel/Package Waiver Form in the form supplied by the Board of Managers, without modification (the "Package Waiver") and delivered same to the Managing Agent. Parcels/packages will not be accepted for any resident that has not completed and signed the Package Waiver. Delivery agents will not be permitted to leave packages at the front desk of the Building for residents that have not executed and delivered the Package Waiver as provided above. If requested by the Condominium's security employees, proof of identity must be provided when residents arrive to pick up their parcels/packages. No person other than the Unit Owner (or a co-occupant of the Unit Owner's apartment or a lessee known to the Condominium's front desk security employees) will be permitted to retrieve parcels/packages from the front desk. By its execution and delivery of the Waiver, each resident shall acknowledge and agree that the Condominium, in accepting delivery of any parcel/package for such resident, shall not be acting as a bailee and that the acceptance of the parcel/package shall be at the sole risk of such Unit Owner, and neither the Condominium, 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 connected therewith provided that reasonable care is exercised by the Condominium in the acceptance and storage of such parcels/packages.

- 26. No Unit Owner shall install any plantings on any terrace, balcony or roof area without the prior written approval of the Board of Managers. Plantings approved by the Board of Managers shall be contained in boxes of wood, lined with metal or other materials 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. Such masonry plantings beds shall not, however, rest directly upon the surface of such terrace, balcony or roof, but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Unit Owner shall pay the cost of any repairs necessary as a result of, or damage caused by, such plantings.
- 27. Any consent or approval given under these Rules and Regulations may be modified, added to, amended or repealed at any 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 in nature.
- 28. Complaints regarding any services of the Building shall be made in writing to the Board of Managers or to the Managing Agent.
- 29. Any breach of these Rules and Regulations, or the Declaration or By-laws of the Condominium by a Unit Owner or lessee, occupant, guest or employee or agent (such as a dog walker) of a Unit Owner, may, in the business judgment of the Board of Managers, subject that Unit Owner to payment of a fine to the Condominium in accordance with the following schedule:

1st offense \$300
2nd offense (of a similar nature) \$400
3rd offense (of a similar nature) \$500
4th offense (of a similar nature) \$600
5th offense (of a similar nature) \$700
Each subsequent offense (of a similar nature) \$1000