

**366 West 11th Street Condominium
c/o Salon Realty Corp
316 East 89th Street
NEW YORK, NY 10128**

PROCEDURES TO PURCHASE A RESIDENTIAL APARTMENT 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 or by email to: Joshua@SalonRealty.com

**SALON REALTY CORPORATION
316 EAST 89th STREET
NEW YORK, NY 10128**

2. Said notice shall include the original and one complete set of the following:
 - a) Application (form enclosed)
 - b) Financial statement with back up documents (form enclosed)
 - c) Letter of reference from employer stating salary, position, length of employment
 - d) Most recent W2
 - e) Fully executed copy of Contract of Sale
 - f) Mortgage commitment if applicable
 - g) Acknowledgment of Rules and Regulations of Condo Association
 - h) Package and Key Waiver
 - i) Filled out Waiver of Right of First Refusal
 - j) Completed Power of Attorney (after sale)
3. Checks for the following fees must be enclosed with your application:
 - a) Buyer:
Processing Fee: \$500 made payable to Salon Realty Corp.
Contribution to Reserve Fund: \$2,500.00 certified check made payable to 366 West 11th Street Condominium
 - b) Seller:
Move out fee: \$500.00 certified check made payable to 366 West 11th Street Condominium

Part I – Purchase Application Information

Billing Address: _____ Apt#: _____ % Common Interest: _____

Monthly Common Charges: _____ Assessments (If any): _____

Purchase Prices: _____ Down Payment: _____ Amount Financed: _____

Special Conditions (If any): _____

Seller(s)

Name(s): _____ SS#: _____

_____ SS#: _____

Present Address: _____ City: _____ State: _____ Zip: _____

Forwarding Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ Email: _____

Seller's Attorney: _____ Attorney's Firm: _____

Attorney's Phone: _____ Cell: _____ Emails: _____

Attorney's Address: _____ City: _____ State: _____ Zip: _____

Seller's Broker (If any): _____ Phone: _____ Email: _____

Applicant(s) / Purchaser(s)

Purchase Name: _____ SS#: _____

Phone: _____ Cell: _____ Email: _____

Co-Purchaser Name: _____ SS#: _____

Phone: _____ Cell: _____ Email: _____

Purchaser's Attorney: _____ Attorney's Firm: _____

Attorney's Phone: _____ Cell: _____ Email: _____

Attorney's Address: _____ City: _____ State: _____ Zip: _____

Purchaser's Broker (If any): _____ Phone: _____ Emails: _____

Residence History

Purchaser

Present Address: _____ City: _____ State: _____ Zip: _____

Length of Residency: _____ Monthly Rent / Mortgage Payments: _____

Landloans / Managing Agents: _____ Phone: _____ Fax: _____

If owned, list Mortgage Lender and Account Number: _____

Previous Address: _____ City: _____ State: _____ Zip: _____

Length of Residency: _____ Monthly Rent / Mortgage Payment: _____

Landlord / Managing Agent: _____ Phone: _____ Fax: _____

If owned, list Mortgage lender and Account Number: _____

Co-Purchaser

Present Address: _____ City: _____ State: _____ Zip: _____

Length of Residency: _____ Monthly Rent / Mortgage Payments: _____

Landlord / Managing Agents: _____ Phone: _____ Fax: _____

If owned, list Mortgage Lender and Account Number: _____

Previous Address: _____ City: _____ State: _____ Zip: _____

Length of Residency: _____ Monthly Rent / Mortgage Payment: _____

If owned, list Mortgage Lender and Account Number: _____

Employment Information

Purchaser

Employer: _____ Phone: _____ Fax: _____

Business Address: _____ City: _____ State: _____ Zip: _____

Length of Employment: _____ Annual Income: _____

Co-Purchaser

Employer: _____ Phone: _____ Fax: _____

Business Address: _____ City: _____ State: _____ Zip: _____

Length of Employment: _____ Annual Income: _____

Business / Professional References

Applicant:

Co-Applicant:

1. Name: _____

1. Name: _____

Company: _____

Company: _____

Address: _____

Address: _____

Title / Position: _____

Title / Position: _____

Phone: _____

Phone: _____

2. Name: _____

2. Name: _____

Company: _____

Company: _____

Address: _____

Address: _____

Title / Position: _____

Title / Positions: _____

Phone: _____

Phone: _____

Personal References

Applicant:

Co-applicant:

1. Name: _____

1. Name: _____

Address: _____

Address: _____

Relationship to Applicant: _____

Relationship to Applicant: _____

Phone: _____

Phone: _____

2. Name: _____

2. Name: _____

Address: _____

Address: _____

Relationship to Applicant: _____

Relationship to applicant: _____

Phone: _____

Phone: _____

Bank References

Applicant:

Co-Applicant:

Checking Account#: _____

Checking Account #: _____

Bank: _____ Branch: _____

Bank: _____ Branch: _____

Saving Account#: _____

Saving Account #: _____

Bank: _____ Branch: _____

Bank: _____ Branch: _____

Other Account#: _____

Other Account #: _____

Bank: _____ Branch: _____

Bank: _____ Branch: _____

Additional Information

Please list the name and Social Number of each person who will reside in the apartment (other than the applicant(s)/ purchaser(s).

Name	Social Security No.
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Please answer the following: (If any of these questions are answered "YES", please provide details in the space provided or attach additional pages if needed)

1. Are you now, or in the past: five (5) years have you been, privy to any lawsuits or other legal actions? YES NO

Please describe: _____

2. Has the applicant(s) and / or occupant(s) ever been convicted of a felony? YES NO

Please describe _____

3. Are there any outstanding judgments against you? YES NO

Please describe _____

4. Do you intend to finance any part of the purchase? YES NO

If YES, Name & Address of Lender: _____

What are the terms of your loan? _____

5. Will any part of the cash payment for the purchase of the apartment be borrowed? YES NO

6. Do you plan to keep any pets in the apartment?

If YES, please list and include Species, Breed, Weight, and Age of All animals.

Please describe _____

7. Do you intend to use the apartment for professional or business purposes?

YES NO

Please describe _____

Please attach a complete and details financial statement [See part II of this application] for each person whose name will be on the proprietary lease. Include all assets, liabilities including contingent liabilities such as guarantees, and a statement of income and regular expenses such as rent, mortgage payments, taxes, alimony, etc.

This statement should be countersigned by your attorney or accountant attesting to its accuracy, and / or the details of the financial statement should be substantiated by copies of supporting documents, (e.g., stock brokerage statement, loan statement, credit card statement, money market account statement, 401k statement, etc.). Please include bank statement for checking and savings accounts.

Representations / Authorizations

The undersigned purchaser(s) understand(s) that the consent of the condominium association is required under the terms of the by-laws to the proposed transfer thereof and that the board of directors will rely on the information furnished above. Purchaser(s) understand(s) that the condominium association reserves the right to request further information from the purchaser(s).

The condominium association, its officers, agents, and board of directors shall have no liability with respect to any matter or concerning any act of the proposed seller in connection with any contact contemplated herein.

The application is submitted on behalf of the current unit owner(s) listed on this application who is recognized as the applicant to whom the condominium association will respond. The purchaser understands that he has no contractual or other relationship with the condominium association and any claims are limited solely to the unit owner(s).

The purchaser(s) represent(s) that he will not allow any person or persons to occupy the premises except in accordance with the provisions of the by-laws, and rules and regulations of the condominium association as same may be amended from time to time. The purchase(s) further represent(s) that the premises will be occupied only by those persons listed on this application. Said representation will survive the closing.

All the representation and statements made by the applicant(s) and purchaser(s) are made with full knowledge that they will be relied upon by the condominium association, its board of directors, officers, and agents in connection with the application of the applicant(s) and purchaser(s) represent(s) that they are familiar with the by-laws, and rules and regulations of the condominium association, as some have been amended and will comply with all the provisions thereof. The condominium association, its board of directors, officers, and agents may rely upon this representation.

Sellers Signature	Date:	Co-Seller's	Date:
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Purchaser Signature	Date:	Co-Purchaser Signature	Date:
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The undersigned authorizes the condominium association or its agents to retain a credit reporting agency. This agency may obtain, prepare and furnish credit reports on my/our character, general reputation, personal characteristics, and mode of living. (The above complies with Section 605 of the Fair Credit Reporting Act.)

Purchaser Signature	Date:	Co-Purchaser Signature	Date:
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Part II – Financial Information

Purchaser: _____ Co-Purchaser: _____
 Address: _____ Address: _____

SOURCE OF INCOME & REGULAR EXPENSES

INCOME (ANNUAL)	Purchaser	Co-Purchaser	EXPENSES MONTHLY	Purchaser	Co-Purchaser
Base Salary	_____	_____	Maintenance	_____	_____
Overtime Wages	_____	_____	Apartment Financing	_____	_____
Bonuses	_____	_____	Other Mortgages	_____	_____
Commissions	_____	_____	Real Estate Taxes	_____	_____
Dividends & Interest income	_____	_____	Bank Loans	_____	_____
Real Estate Income (Net)	_____	_____	Auto Loan	_____	_____
Other Income (itemize)	_____	_____	Credit Card Debit	_____	_____
TOTAL INCOME	_____	_____	TOTAL	_____	_____

ASSETS & LIABILITIES

ASSETS	Purchaser	Co-Purchaser	LIABILITIES	Purchaser	Co-Purchaser
Cash/Money Market Fund (Sched. A)	_____	_____	Notes Payable:		
Contract Deposit Bonds, Stocks,	_____	_____	to Banks	_____	_____
Brokerage Acc (Sched. B)	_____	_____	to Relatives	_____	_____
Investment in Own Business	_____	_____	to Others	_____	_____
Accounts & Notes Receivable	_____	_____	Installment Accounts Payable:	_____	_____
Real Estate Owned (Sched. G)	_____	_____	Automobile	_____	_____
Automobiles (Blue Book Value)	_____	_____	Other	_____	_____
Personal Property & Furniture	_____	_____	Mortgages Payable on Real Estate	_____	_____
Life Insurance (Cash Surrender Value)	_____	_____	Unpaid Real Estate Taxes	_____	_____
Retirement Funds /IRA	_____	_____	Unpaid Income Taxes	_____	_____
401K	_____	_____	Chattel Mortgages	_____	_____
KEOGH	_____	_____	Loans on Life Insurance Policies	_____	_____
Profit Sharing / Pension Plan	_____	_____	Outstanding Credit Card Debt	_____	_____
Other Assets (Sched.D)	_____	_____	TOTAL LIABILITIES	_____	_____
TOTAL ASSETS	_____	_____	Net WORTH	_____	_____

SCHEDULE A

Cash/Money Market Funds (attach additional pages if necessary) – Total should match Cash/ Money Market Funds above.

<u>Financial Institution</u>	<u>Type of Account</u>	<u>Account Balance</u>	<u>Statement Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SCHEDULE B

Stocks, Bonds, & Mutual Funds (attach additional pages if necessary) – Total should match Stocks, Bonds, and Brokerage Acc. Line on previous page.

<u>Amount of Shares</u>	<u>Description</u>	<u>Marketable Value</u>	<u>Non-Marketable Value</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SCHEDULE C

Real Estate (attach additional pages if necessary) – Total should match Real Estate line on previous page.

<u>Property Address</u>	<u>Type of Property</u>	<u>Mortgage/Lien Amount</u>	<u>Mortgage Payment</u>	<u>Insur./Maint./ Taxes/etc.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SCHEDULE D

Other Assets (attach additional pages if necessary)

Explanation: _____

IF YOU ARE A PRINCIPAL OF "D", A FAMILY BUSINESS, PLEASE COMPLETE THIS SECTION:

	Purchaser	Co-Purchaser
Dividend or Partnership Income (current year)	_____	_____
Dividend or Partnership Income (previous year)	_____	_____
Dividend or Partnership Income (2 previous years)	_____	_____

The foregoing application has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all information contained herein is complete, true and correct. The information is submitted as being a true and accurate of the financial condition of the undersigned on the _____ day of _____, 20 ____.

Purchaser

Date

Co-Purchaser (If any)

Date

**Disclosure of information on Lead-based Paint and / or Lead-Based Paint Hazards
SALES**

Property Address: _____

Lead Warning Statement:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and / or lead-based paint hazards (Check (i) or (ii) below):

(i) Known lead-based paint and / or lead-based paint hazards are present in the housing (explain) :

(ii) Seller has no knowledge of lead-based paint and / or lead-based paint hazards are present in the housing.

(b) Records and reports available to the Purchaser (Check (i) or (ii) below):

(i) Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and / or lead-based paint in the housing (list documents below).

(ii) Seller has no records or reports pertaining to lead-based paint and / or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
- (e) Purchaser has (check (I) or (II) below):
 - (I) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and / or lead-based paint hazards; or
 - (II) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and / or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ SELLER	_____ DATE	_____ CO-SELLER	_____ DATE
_____ PURCHASER	_____ DATE	_____ CO-PURCHASER	_____ DATE
_____ AGENT	_____ DATE	_____ AGENT	_____ DATE

Notice to Tenant or Occupant

WINDOW GUARDS REQUIRED

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment:

If a child 10 years of age or younger lives in your apartment,

OR

If you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord.

Check one:

- Children 10 years of age or younger live in my apartment.
- No Children 10 years of age or younger live in my apartment.
- I want window guards even though I have no children 10 years of age or younger

Tenant's Name: _____

(Print)

Tenant's Signature: _____

Date: _____

Tenant's Address: _____

Apt#: _____

FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program (212) 676-2158
New York City Department of Health
125 Worth Street, Room 222A
New York, NY 10013

**NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s):

Subject Premises:

Apt #:

Date of vacancy lease:

BEDBUG INFESTATION HISTORY

(Only boxes checked apply)

- There is no history of any bedbug infestation within the past year in the building or in any apartment.
- During the past year the building had a bedbug infestation history that has been the subject of eradication measure. The location of the infestation was on the _____ floor(s).
- During the past year the building had a bedbug infestation history on the _____ floor(s)
- During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- Other: _____

Signature of Tenant(s): _____ Dated: _____

Signature of Owner/ Agent: _____ Dated: _____

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

On behalf of the Residential Condominium Committee (the "Residential Committee") of 366 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 between himself and _____ 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:

POWER OF ATTORNEY

The undersigned, _____, residing at _____, owner of Unit No. _____, in the Building known as and by The 366 West 11th 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 No. _____, 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, covenant, restriction, easement, or declaration, or any amendment thereof 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 and appoints Idaho Associates (the "Sponsor") and its successors, assigns and designees (as additionally defined in the Declaration) its true and lawful attorneys-in-fact, coupled with an interest, with the power and authority to substitute to amend from time to time said Declaration, and the By-Laws and the rules and regulations of The 366 West 11th Street Condominium, or any of said documents, when such amendment shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interest of the affected Unsold Units 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 full 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 irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed hereto and set my hand to this Power of Attorney this ____ day of _____, 198__.

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the ____ day of _____ nineteen hundred and eighty-__ before me came _____ to me known and known to me to be the individual(s) described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

NOTARY PUBLIC

State of New York
County of New York) SS:

On the _____ day of _____ on the year 2003, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person or the entity upon behalf of which the individual(s) acted, executed the [if outside New York State and that such individual made such appearance in the County of New York, State of New York].

Notary Public

State of New York
County of New York) SS:

On the _____ day of _____ on the year 2003, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person or the entity upon behalf of which the individual(s) acted, executed the [if outside New York State and that such individual made such appearance in the County of New York, State of New York].

Notary Public

366 WEST 11TH STREET CONDOMINIUM

I _____ acknowledge that I have received a copy of the
House Rules and Building Policies for 366 West 11th Street Condominium.
I further acknowledge that I have read these rules and policies and I agree
to abide by said rules and policies.

(Tenant/ Unit Owner)

(Tenant/ Unit Owner)

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

I/We _____ (Resident(s)) residing at Apt. _____ at 366 West 11th Street, New York, New York, hereby hold harmless 366 West 11th Street Condominium (the "Condominium") and the Condominium's directors, agents, employees, contractors and representatives, and grant permission for the front desk security employees of the Condominium to accept parcels/packages from U.P.S., Federal Express, and any other delivery agent attempting delivery in my/our name(s).

I/We _____ (Resident(s)) relieve the Condominium and its directors, agents, employees, contractors and representatives from all responsibility as a result of accepting said parcels/packages in the event of loss, damage or theft. The Condominium is not responsible for the security or condition of parcels/packages accepted on my/our behalf. I/We agree that no bailment shall be created by the Condominium's acceptance of any parcels/packages. I/We hereby agree that, provided that the Condominium's front desk security employees shall exercise reasonable care in package acceptance and storage procedures, I/We shall and do assume all risk of loss, damage or theft to all parcels/packages accepted on my/our behalf by the Condominium.

I/We agree that the Condominium reserves the right to refuse parcels/packages that are too large or numerous to be stored conveniently, in the discretion of the Condominium and without advance notice. I/We further agree that if any accepted parcels/packages are not claimed within one week from the date of 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 courtesy, without any obligation to do so.

_____ Resident	_____ Apt. _____	_____ Date
_____ Resident	_____ Apt. _____	_____ Date

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 SUCH ADULT 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 on 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

I/we _____, resident(s) of apartment _____ ("Unit") at 366 West 11th STREET CONDOMINIUM (the "Condominium"), hereby acknowledge that I/we have delivered a single set of keys for the above Unit ("Unit Keys") for storage at the front desk of the Condominium. I/we acknowledge that the Unit Keys will be stored by the Condominium at my/our request and solely as an accommodation to me/us. I/we authorize the Condominium's front desk security employees to deliver the Unit Keys to me/us and to any individuals I enter in the Condominium's key log from time to time upon request made to the Condominium's front desk security employees. If requested to do so, such individuals shall display reasonably satisfactory identification to the Condominium's front desk security employee on duty.

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: _____
Printed Name: _____

Date: _____

Unit Owner/Tenant: Signature: _____
Printed Name: _____

Date: _____

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