

Master Apartments, Inc.

HOUSE RULES

(Proprietary Lease § 13; By-Laws, Article III, § 8)

House Rules have the same force and effect as if set forth in the Proprietary Lease (PL); a violation therefore is a default under the PL. They apply to all Shareholders and their guests, invitees, and subtenants or any other person in the building at a Shareholder's request or direction. House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors and notice to Shareholders.

Living in a cooperative apartment building requires cooperation. The basic obligation of every Resident is not to interfere unreasonably with the rights of others to quiet enjoyment of their apartments. This includes, but is not limited to noise, odors, and physical damage. It is not simply a matter of being considerate; it is a legal and contractual obligation of all Shareholders. It is to everyone's benefit to foster a cooperative and comfortable environment. To that end, please be reasonable, responsible, and flexible. A little courtesy and common sense go a long way.

1. All requests, suggestions, and complaints regarding the services of the building are to be made in writing to Management and/or building staff as directed.
2. Management or any contractor or workman authorized by Management may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whatever measures are necessary or desirable to control or exterminate any vermin, insects or other pests, and for the purpose of taking such measures. If the Management takes measures to control or exterminate vermin, insects or other pests beyond the regularly-scheduled exterminator visits, the cost thereof shall be payable by the Shareholder as an additional charge. Management will make a concerted effort to notify the shareholder or resident of the need to enter the apartment well in advance.
3. Shareholders are required to purchase and maintain homeowner's insurance with a minimum of \$300,000 liability coverage with Master Apts., Inc. and Orsid Realty Corp. named as additional interests. Refer to Building Handbook, Section: VI. C. Insurance) for additional considerations in determining coverage needed for repair and/or replacement of items for which the Shareholder is responsible.
4. Residents shall not make or permit any disturbing noises in the building or do or permit any activities that might interfere with the rights, comfort or convenience of other Residents. However, pursuant to case law applicable to New York City, Residents may make reasonable noise – for example, listen to music, or watch television or movies – between the hours of 8 a.m. and 11 p.m. Residents engaging in these activities are asked to be mindful of volume after 9 p.m. and be responsive to complaints from neighbors and adjust the volume accordingly. Residents bothered by noises deemed reasonable should take reasonable measures to minimize impact, such as soundproofing or using earplugs. See Process for Resolving Issues Between and Among Neighbors, Appendix A, and posted at masterapts.com. Specific guidelines on playing musical instruments and/or practicing voice/singing are delineated in the Musical Instrument and Voice Policy, Appendix B and posted at masterapts.com.

5. Construction or repair work or installations involving noise may be conducted in an apartment only on weekdays (not including legal holidays and major religious holidays) and only between the hours of 9 a.m. and 5 p.m.
6. At least 80% of the floor area of each room must be covered with rugs or carpeting or equally effective noise-reducing material, unless expressly exempted by Management. If carpeting alone is ineffective, Management is authorized to require that the Resident take additional reasonable measures to mitigate noise. Kitchens, pantries, bathrooms, closets, and foyers are exempt from this rule.
7. Smoking is ***prohibited by law*** in all public areas of the building and outside the building within 20 feet of any public ingress/egress door. Smoking is also prohibited in all staff rooms in the basement.

Smoking is ***permitted*** only in individual apartments occupied by Shareholders who purchased prior to June 2018 and ***provided*** the Shareholder is able to successfully control smoke and smoke odors from entering the hallway and other apartments via the ventilation and radiator systems. All subleases must contain a “No Smoking” provision. Subtenants and their visitors or guests are not permitted to smoke in the sublet apartment. It is also the responsibility of any Shareholder who permits smoking of visitors or guests to minimize the damage to any complainant(s) regarding smoke odors. Shareholders who purchased after June 2018, their subtenants and guests are not allowed to smoke in their apartments.

Requirements regarding measures to be taken and penalties for failure to comply with this rule are detailed in the Expanded House Rule on Smoking, Appendix C, and Charges, Fees and Penalties document posted online at masterapts.com.

8. Toilets, sinks, tubs and other plumbing fixtures in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, coffee grounds, cat litter, acid, alkaline, caustic or other corrosive cleaners or materials be disposed of therein. Any damage resulting from misuse of any such fixtures shall be paid for by the Shareholder in whose apartment it has been caused. The installation of Washers and Dryers must be approved by Management and installed in accordance with the Washer/Dryer Guidelines, Appendix D and posted online at masterapts.com.
9. The public halls and stairways of the building shall not be obstructed or used for any purpose other than entry and exit from apartments. Doors that open onto the public hallway, including front doors to apartments and stairwells are not to be prevented from closing and should be kept closed other than when entering or exiting.
10. Children shall not play in the public halls, stairways, elevators, roof or lobbies, even if accompanied by a responsible adult.
11. Baby carriages, bicycles, scooters and other similar vehicles are never permitted to stand in the public halls, passageways, stairs, lobbies, or passenger elevators. If a person with a bicycle enters an elevator already occupied, he/she must receive permission from the occupant(s) to bring in the bicycle or take the service elevator.
12. Shareholders are to register all pets with Management. The Board or Management may rescind permission at any time with the exception of service animals. See Pet Policy, Appendix E, and online at masterapts.com.

13. Pets are permitted in elevators or other public areas of the building only when carried or on a leash. If a person with a pet wishes to enter an elevator already occupied, s/he must receive permission from the occupant(s) to enter or take the service elevator. Residents with large dogs should always use the service elevator.
14. Public halls above the ground floor of the building may not be decorated or furnished by any Resident in any manner without the prior consent of all of the Residents who use such hall to enter and exit their apartments. Management, with input from the Board, will make the final determination if there is disagreement.
15. Residents must wrap garbage in sealed plastic bags and dispose with refuse and recycling from their apartments only in the appropriate bins in the garbage closets on each floor.
16. All installations on terraces or balconies are subject to Management approval. Plantings are to be placed in containers lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, and at least four inches from any wall. Suitable weep holes shall be provided in the containers to draw off water. It shall be the responsibility of Residents to maintain their planters in good condition, and the drainage tiles and weep holes in operating condition. Further requirements are detailed in the Terrace Guidelines, Appendix F, and online at masterapts.com.
17. Articles shall not be hung or shaken from windows or terraces, nor placed upon the exterior windowsills or parapets of the building.
18. Window air-conditioning units shall be installed or removed only in compliance with the Co-op Window Air Conditioner Installation Guidelines. See Appendix G, and also posted online at masterapts.com.
19. Awnings shall be used in or about the building only as expressly approved by the Board or Management, and nothing else (other than window air-conditioning units; see House Rule 17, above) may be projected out of any window of the building without similar approval. Note that the installation of any awning requires review and approval by the NYC Landmarks Preservation Commission.
20. Signs, notices, advertisements or illuminations shall not be inserted or exposed on or at any window or other part of the building, except as shall have been approved of in writing by the Board or Management.
21. Radio or television aerials or antennae or satellite dishes shall not be attached to or hung from the exterior of the building without the prior written approval of the Board or Management.
22. Pigeons or other birds or animals shall not be fed from the windowsills, terraces, balconies or any public portions of the building, or on the sidewalk or street adjacent to the building.
23. The Solarium located on the 26th floor of the Building may be used only for purposes consistent with its designation as a Solarium. In no event may the Solarium be used for the storage of personal items which are not furnishings needed for the enjoyment of the Solarium for its intended purpose and approved by the Board.

24. Messengers, delivery people and other workers shall use such entrances and exits as shall be designated by the Board or Management.
25. Packages of any kind are to be delivered only to the Concierge Desk. When appropriate, the Concierge or Management may direct any delivery person to the service entrance of the building and through the service elevator to the apartments.
26. Trunks, heavy baggage and furniture shall be taken in or out of the building only through the service entrance, unless expressly permitted by Management. See Move-in, Move-out Guidelines, Appendix H, and posted online at masterapts.com
27. The street elevator shall be operated only by employees of the Co-op since it is not automatic and not intended for operation by any passenger. Interference with operation of the elevator by any passenger is forbidden.
28. Resident are not permitted to send any employee of the Co-op out of the building on any private business.
29. Group tours, exhibitions of any apartment or its contents, or auction sales held in any apartment shall be conducted only with the consent of Management.
30. Patients or clients of any commercial tenant who has an office in the building and/or clients of any Resident who conducts a Board-approved professional business activity in the building are permitted to wait in the lobby for brief periods of time. They are not permitted to wait in the hallways of the residential floors.
31. Vehicles belonging to Residents or to a Resident's family, guests, or employees are not permitted to be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.
32. Flammable or hazardous chemicals, including mothballs (naphthalene) shall not be permitted in any building rental storage locker.

Appendices

- A. Process for Resolving Issues between Neighbors
- B. Expanded House Rule regarding Smoking
- C. Washer / Dryer Guidelines
- D. Pet Policy
- E. Terrace Guidelines
- F. Window Air Conditioner Guidelines
- G. Move-in Move-out Application and Guidelines
- H. Musical Instrument and Voice Policy

PROCESS FOR RESOLVING ISSUES BETWEEN AND AMONG NEIGHBORS

(Proprietary Lease Sections 18(b) & 31(f); Smoking Rule and Policy)

The Board is always concerned about the peaceful enjoyment and safety of every Resident, whether Shareholder, Subtenant, Visitor, or Guest who enters the building. One aspect of fostering peaceful enjoyment is that residents be tolerant of activities of neighbors. However, unusual or unreasonable problems of noise, smoke and/or other issues do arise between or among neighbors from time to time. The steps to take when these situations arise are:

1. First make an effort to communicate with your neighbor. There have been many instances when a matter can be resolved by letting a neighbor know that a sound from their apartment is transmitting to your apartment. They are most likely not aware that the sound or scent is traveling beyond their apartment. Typically residents will lower the volume or take other measures so that the activity no longer bothers their neighbors.

Initial contact with residents whom you do not know should be facilitated via the Front Desk (leave a note for the resident with your contact information.)

When issues cannot or are not resolved by direct communication, follow this procedure:

2. Provide the Front Desk with the following information:
 - Date and time of the problem, or date and time the problem started
 - Your name and apartment number
 - Nature of the problem
 - Source of problem, name and apartment number, if known
 - Actions already taken to resolve the problem directly

The Concierge will then enter the complaint into the Complaint Log and may Contact the Resident who may be responsible. The Concierge will also notify Management.

3. If the situation is not resolved, email Management. As a matter of routine policy, Management will contact you and the other Resident and attempt to resolve the issue(s). They may:
 - Schedule an inspection
 - Schedule a meeting of the residents involved.
 - Enforce the 80% rule for floor covering
 - Enforce requirement that a gasket be installed around the door
 - Enforce requirement purchase of an air purifier
 - Prescribe other appropriate strategies
 - Levy financial charges; see Charges, Fees, and Penalties masterapts.com.

EXPANDED HOUSE RULE REGARDING SMOKING

Smoking, defined as inhaling, exhaling, burning or carrying any lighted cigarette, e-cigarette, cigar, pipe, or any form of lighted object or device that contains tobacco, is ***prohibited by law*** in all public areas of the building, as well as outside the building within 20 feet of any public ingress/egress door. Shareholders must reinforce this with all Subtenants and Guests/Unaccompanied Guests. In addition, smoking is prohibited in any of the staff rooms in the basement.

Penalties for smoking in public areas, and the amount of such penalties, will be determined by the Board of Directors on a case by case basis.

A Shareholder who purchased prior to June 2018 is **permitted** to smoke in their apartment and Guests may smoke only when the Shareholder is physically present in the apartment ***provided*** the Shareholder is able to successfully control smoke and smoke odors from entering the hallway and other apartments via the ventilation system. Failure to institute the required and additional measures, as warranted, outlined below is considered a violation of the House Rules and the Proprietary Lease. All subleases must contain a “No Smoking” provision and Shareholders must reinforce with their Subtenants that neither they nor their visitors or guests may smoke in the sublet apartment. Shareholders who purchased after June 2018 are not allowed to smoke in their apartments nor are their subtenants or guests.

Required Proactive Measures for all Shareholders who smoke in their apartments:

All Shareholders who smoke in their apartments are required to install a gasket around their front doors. Building staff can install a gasket for a nominal fee (see Charges, Fees and Penalties at masterapts.com.) Shareholders may arrange for this via the Front Desk or may also hire an outside contractor to perform this work.

Shareholders who smoke must also purchase and use an air purifier. The Shareholder is responsible for presenting a copy of the receipt of purchase to Management if complaints are received.

Additional Measures:

If a Shareholder installs a gasket and purchases an air purifier, however, smoke/smoke odors continue to escape from the apartment, the Shareholder will be required to purchase a window exhaust fan or air conditioner to be placed on exhaust setting, for use during seasonal weather.

If a Shareholder cannot adequately prevent the smoke/smoke odors from escaping their apartment, as determined by Management, the Shareholder and their guests will not be permitted to smoke in the apartment.

Penalties:

A penalty of \$250/month will be charged if the shareholder does not:

- institute the required proactive measures
- institute the additional measures if requested by Management
- discontinue smoking in the apartment if all of the above measures are ineffective and complaints continue to be lodged by other residents.

Complaint Procedure:

Complaints about smoke migrating into a residential unit or a common area should be made promptly by notifying the staff at the Front Desk, and be as specific as possible, including the date, approximate time, location and source of migrating smoke if known.

Rev. 5.2018

WASHER AND DRYER INSTALLATION GUIDELINES

Because of the potential impact to other units and paragraphs 18c and 21a of the Proprietary Lease, all installations of washing machines and dryers to any unit must be approved by the Board, comply with NYC regulations and also meet the following requirements:

WASHER REQUIREMENTS

- High efficiency, “Energy Star” certified, low sudsing frontloading residential machines.
- Overflow protection that includes a metal pan with a leak sensor and automatic shutoff device is required.
- Hot and cold water supply lines fitted with check valves and vacuum breakers.
- 200 psi high temperature discharge washer hose with 200 psi brass or equivalent ends, which discharges into a NYC Code-complying waste box.
- Minimum 2-inch waste line and vented stack.
- Manual shut off valves installed in a location accessible when the washing machine is in place.
- Only high efficiency (HE) detergent is permitted.

DRYER REQUIREMENTS

- Ventless condensing dryers are recommended.
- Air discharge from a vented dryer may go through a panel installed within a window opening.
- Under no circumstances shall a dryer vent discharge into a kitchen or bathroom vent.
- No venting through existing masonry walls without approval from the Landmark Preservation Commission, the Co-op architect, and the Board.
- Certification from licensed electrician that there is sufficient power in the panel for the dryer and that the total load in the unit will not exceed the capacity of the service.

PET POLICY

1. There is a one dog limit per apartment.
2. There is a one-time registration fee for dogs of \$350, payable to Master Apts., Inc., to be submitted with a sales application to purchase an apartment or by Shareholders in residence at the time they acquire a dog.

The following information must be provided at the time of initial registration:

- breed and weight of the dog.
- proof of a Department of Agriculture license.
- proof of a Rabies Vaccination.

Subsequently, shareholders should list all pets on the Resident Information Form annually. This information is very helpful in the event of an emergency.

3. All pets must be carried or kept on a short leash in all public areas of the building, including the elevators and basement.
4. No pet is to be left unattended in any public area of the building at any time.
5. Any pet owner whose pet soils a public area of the building is responsible for cleaning that area immediately. If further cleaning is needed, the Concierge Desk is to be contacted immediately so that staff can be dispatched to clean the area as quickly as possible.
6. If any pet is the subject of repeated written complaints, Management or the Board may require the pet and/or the pet owner to enroll in an accepted, certified obedience training program. Proof of successful completion of the program must be provided to Management within 90 days. Failure to control a pet may result in further action by the Co-op attorney at the owner's expense.
7. It is the duty of owners of pets to resolve any and all reasonable complaints regarding their pet. In the event of a failure to resolve said problems, the Board of Directors may revoke authorization to keep a pet in residence.

TERRACE GUIDELINES

These Guidelines are authorized by paragraph 7 of the Proprietary Lease

1. All installations are subject to Board approval.
2. Attachments to or placement of anything upon exterior walls, parapets, windowsills, copings or railings, including painting or decorating of parapets or exterior walls, are prohibited.
3. Gas grills are prohibited.
4. Built-in planting beds are prohibited; all plants must be in moveable containers.
5. No permanent structures are permitted.
6. Homeowner's insurance must cover terrace.
7. Shareholders with terraces are responsible for any damages that result from installations on or use of their terraces.
8. Individual residents are responsible for:
 - Keeping the terrace free of debris, leaves, soil, snow, ice and standing water at all times
 - Keeping all windows and doors free of obstruction or barriers
 - Repairing any damage caused by wind, windblown or fallen objects
 - Maintaining all installations in good condition
 - Removing on a timely basis any and all installations for repairs to façade or terrace.
9. Load Limit Requirement: aggregate weight of any one container, including its soil and plants, may not exceed 300 lbs. Must be moveable by two persons.
10. Container Requirements:
 - Lightweight and strong resin with stone veneers or fireproof wood, glass-crete, fiberglass, plastic, non-corroding 16 gauge (or less) metal
 - Legs and weep holes for efficient drainage
 - Weightless packing peanuts, a layer of high-density Styrofoam and/or filter cloth improve drainage
 - All containers must be at least 4" from drain or walls and 12" from air conditioners and must not block windows of neighboring apartments
11. Plant Requirements:
 - Flexible limbs that bend in the wind without breaking, e.g., birch, redbud, grasses
 - No pine trees or other trees or plants that produce needles or other small detritus
 - Plants exceeding the height of the parapet by 2 feet require Board approval.
12. Furniture Requirements:
 - Heavy enough to withstand wind conditions
 - Legs to allow for efficient drainage
13. For shareholders who opt for an automatic watering system, the Board recommends drip irrigation. Sprinklers are not permitted.

WINDOW AIR CONDITIONER UNIT INSTALLATION GUIDELINES

This reference for installation of an air conditioner (AC) unit can also be found online:
<http://www1.nyc.gov/site/buildings/homeowner/installing-air-conditioning-unit.page>

BEFORE INSTALLATION

- A. Calculate the size of room to be cooled so that you buy an AC unit with enough capacity.
- B. Obtain permission for installation from building management.
- C. Make sure that electrical service is adequate. AC units should have dedicated outlets.
- D. Ensure that the window and frame where the unit will be installed are in good condition.

INSTALLATION GUIDELINES

- A. Every unit must be installed securely and supported either:
 - 1. from underneath by rust-proof support brackets that are strong enough for the size and weight of the AC unit and that transfer the weight of the AC unit from the window sash to the sill. If the AC unit does not include manufacturer-supplied support brackets, use a professional window AC unit installation kit, such as those manufactured by Friedrich, or properly-sized universal support brackets, such as those manufactured by A/C Safe or Thermwell. Brackets should rest on neoprene pads where they come into contact with the building masonry with no drilling into the façade masonry; or
 - 2. from the inside with a metal bar or mounting rail secured to the AC unit's metal housing and extending across beyond the edge of the window frame, or with interior angles anchored into the window jamb or building.
- B. The AC unit must be installed so it remains securely in place when the window is opened, or secured so that the window cannot be opened.
- C. Level the unit according to the manufacturer's instructions. Most AC units should tip very slightly to the outside, but some units are designed not to tilt.
- D. Any objects or shims used to prevent movement, level, or adjust the position of the AC unit must be secured to prevent movement and shifting due to vibrations from AC unit, wind, and other weather conditions. Do not use loose objects (e.g., wood blocks, bricks, telephone books) to support or level the AC unit.
- E. Do not place anything on top of the AC unit.
- F. Do not block fire escape windows or other exits with AC unit.

PERMITS

A work permit or equipment use permit is generally not required to install a common window AC unit, unless the unit exceeds three tons/ 36,000 BTU/ hr.

Window Air Conditioner Unit Installation Guidelines (continued)

MAINTENANCE

It is important to periodically check on the position of the AC and the condition of the window frame to make sure that the AC remains a supported and secure.

Other considerations include the efficient operation of the unit such as ensuring that all units are insulated and sealed as required to keep bugs, moisture, and hot air from entering; and if possible removing the units in the winter to prevent heat loss.

PROPRIETARY LEASE

18c EQUIPMENT AND APPLIANCES

If, in the Lessor's sole judgement, any of the Lessee's equipment or appliances shall result in damage to the building or poor quality or interruption of service to other portions of the building, or overloading of, or damage to facilities maintained by the Lessor for the supplying of water, gas, electricity or air-conditioning, if any, to the building, or if any such appliances visible from the outside of the building shall become rusty or discolored, the Lessee shall promptly, on notice from the Lessor, remedy the condition and, pending such remedy, shall cease using or displaying any appliance or equipment which may be creating the objectionable condition.

- 21a The Lessee shall not, without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld or delayed, make in the apartment or building, or on any roof, penthouse, terrace or balcony appurtenant thereto, any alteration, enclosure or addition or any alteration of or addition to the water, gas or steam risers or pipes, heating or air-conditioning system or units, if any, electrical outlets, wiring or outlets, plumbing fixtures, intercommunications or alarm system, if any, or any other installation or facility in the apartment or building. It shall not be unreasonable to refuse consent to any alteration, enclosure or addition which in any way affects the physical appearance or style of the building either from inside or outside. The performance by Lessee of any work in the apartment shall be in accordance with any applicable rules and regulations of the Lessor and governmental agencies having jurisdiction thereof. The Lessee shall not in any case install any appliance which will overload the existing wires or equipment in the building. Anything contained herein or in subparagraph (b) herein below notwithstanding, the written consent of the Lessor shall not be required for any of the foregoing alterations, enclosures, additions, improvements or fixtures from the apartment by a holder of Unsold Shares. However, all such alterations, enclosures, additions, and removals by a holder of Unsold Shares must be done in compliance with all applicable laws, rules and regulations of governmental authorities and the Lessor, and may not encroach or impinge upon the common areas of the building.

Window Air Conditioner Unit Installation Guidelines (continued)

**LOCAL LAWS OF THE CITY OF NEW YORK
FOR THE YEAR 1998
No. 11**

Introduced by Council Members Spigner, Malave-Dilan, Michels, Linares, Boyland and Stabile
(by request of Mayor); also Council
Members Lasher, Robles, Carrion and Espada.

A LOCAL LAW

To amend the administrative code of the City of New York, in relation to inspection of the exterior walls of buildings greater than six stories in height.

Be it enacted by the Council as follows:

* **§[C26-105.3] 27-129 Exterior walls and appurtenances thereof.**-In order to maintain a building's exterior walls and appurtenances thereof in a safe condition, the following additional requirements shall apply to all existing buildings or buildings hereafter erected which are greater than six stories in height:

(a) Inspection requirements.-A critical examination of an applicable building's exterior walls and appurtenances thereof shall be conducted at periodic intervals as set forth by rule of the commissioner, but such examination shall be conducted at least once every five years.

- (1) The initial examination for any building in existence on February twenty-first, nineteen hundred eighty shall be conducted prior to February twenty-first, nineteen hundred eighty-two and the initial examination for any building thereafter constructed shall be conducted in the fifth year following the erection or installation of any exterior wall and/or enclosures.
- (2) Such examination shall be conducted and witnessed by or under the direct supervision of a licensed architect or licensed professional engineer by or on behalf of the owner of the building.
- (3) Such examination shall include, in addition to an inspection, a complete review of the most recently prepared report.
- (4) Such examination shall also be conducted in accordance with applicable rules promulgated by the commissioner.

(b) Notification requirements- Whenever an architect or engineer learns through a critical examination of a building's exterior walls and appurtenances thereof of an unsafe condition prior to the filing of a report with the department of buildings pursuant to subdivision (c) of this section, he or she shall notify the owner and the department of buildings immediately in writing of such condition.

(c) Report of examination- Such architect or engineer shall submit a written report certifying the results of such examination to the commissioner, clearly documenting the condition of the exterior walls and appurtenances thereof, as either safe, unsafe or safe with a repair and maintenance program. The report shall include a record of all significant deterioration, unsafe conditions and movement observed as well as a statement concerning the water tightness of the exterior surfaces. Such report must be signed by and bear the professional seal of such architect or engineer.

Window Air Conditioner Unit Installation Guidelines (continued)

(d) Necessary repairs.

(1) Unsafe condition.

a. Upon the filing of the architect's or engineer's report of an unsafe condition with the commissioner, the owner, his or her agent or the person in charge shall immediately commence such repairs or reinforcements and shall undertake such measures as may be required to secure public safety and to make the building's exterior walls or appurtenances thereof conform to the provisions of this code.

b. All unsafe conditions shall be corrected within thirty days of the filing of the critical examination report.

c. The architect or engineer shall inspect the premises and file an amended report setting forth the condition of the building within two weeks after repairs to correct the unsafe condition have been completed.

d. The commissioner may grant an extension of time of up to ninety days to complete the repairs required to correct an unsafe condition upon receipt and review of an initial extension application submitted by the architect or engineer together with such additional documentation as may be prescribed by rule.

e. The commissioner may grant a further extension of time to complete the repairs required to remove an unsafe condition upon receipt and review of an application for a further extension submitted by the architect or engineer together with such further documentation as may be prescribed by rule.

(2) Safe condition with a repair and maintenance program. An architect or engineer shall not file a report of a safe condition with a repair and maintenance program for the same building for two consecutive filing periods unless the second such report is accompanied by his or her certification attesting to the correction of all conditions identified in the earlier report as requiring repair.

(e) Exceptions -The additional requirements imposed by this section shall not be applied to any part of an exterior wall which is less than twelve inches from the exterior wall of an adjacent building.

(f) Violations -Any person who shall violate, or refuse, or neglect to comply with any provisions of this section shall, upon conviction thereof, be punished by a fine of not more than one thousand dollars, or by imprisonment not exceeding six months, or both; and any such person shall, also, for each offense, be subject to the payment of a penalty in the sum of two hundred fifty dollars for each month there is non-compliance, to be recovered in a civil action brought in the name of the commissioner.

(g) With respect to buildings in existence on March first, nineteen hundred ninety-eight, the initial critical examination of an exterior wall which was not subject to such examination under the provisions of paragraph one of subdivision d of this section in effect prior to the effective date of this local law shall be conducted prior to March first, two thousand.

MOVE-IN / MOVE-OUT GUIDELINES and APPLICATION

Apt # _____ Date: _____

Name: _____

Work #: _____ Home #: _____

Cell #: _____ Email Address: _____

Move-IN Date _____ or Move-OUT Date _____

Expected Time of Arrival _____ Estimated Time for Move-in/Move-out _____

A professional moving company must provide Management with a Certificate of Insurance (COI) naming the following three parties as Additional Insured's:

Master Apts., Inc. 310 Riverside Drive New York, NY 10025
Orsid Realty Corp., 1740 Broadway 2nd Fl. New York, NY 10019
Name of Shareholder or Subtenant, as an additional insured.

Certificate Holder

Master Apts., Inc. c/o Orsid Realty Corp.
1740 Broadway 2nd Fl.
New York, NY 10019

A minimum of three (3) business days prior to your move you must submit the following:

1. A copy of the Certificate of Insurance from your mover.
2. This Move-in/out Application
3. Two checks – one for the security deposit and another for the moving fee (see below).

A mover will not be allowed on the premises without the application, COI correctly completed, and payment and security deposit submitted.

You may submit the Application and the Certificate of Insurance as follows:

1. Leave at the Concierge Desk at the Master Apartments, 310 RSD: attention Grazyna Cyprys
2. Fax these documents to the Management Office at 212-866-8709.
3. Scan the documents and email to Grazyna Cyprys at gcyprys@orsidr.com

Checks payable to Master Apts., Inc. are to be left at the Concierge Desk, attention: Grazyna Cyprys.

Non-refundable Moving fee: \$250 for studios and \$500 for all other apartments.

Refundable Security Deposit: \$1,000 (is returned once building staff verify no damage has occurred.)

If your address and apartment number are printed on the checks, please include either a copy of the application or a cover note with your address and apartment number.

The freight elevator is available for your mover:

Monday thru Friday between of 9:00 AM and 4:00 PM, however NOT on major government or religious holidays.

Approved by _____
Building Manager/Assistant Building Manager

Date: _____

Master Apts., Inc.
Musical Instruments and Voice Policy
Effective: September 1, 2016

Current Residents

Musical instruments owned and played by shareholders, subtenants, and tenants prior to the date of this policy are “grandfathered in.” However, all resident musicians and those who currently practice voice, sing and/or offer music or voice lessons in their apartments are:

- Subject to the requirement of implementing soundproofing measures if complaints are filed by multiple units, or a single unit, which in the judgment of Management and the Board of Directors constitute a breach of the warranty of “quiet enjoyment.”
- Required to work with Management to develop a plan for implementing soundproofing measures as specified in Appendix A.
- Required to submit written documentation, subject to verification by Management, that the agreed-upon soundproofing plan has been implemented.
- Required to abide by the designated hours (listed below) if individual agreements with neighbors impacted by the music are not able to be reached.

Electronic keyboards or other instruments that are able to be played in silent mode are exempt from the requirements of this policy if played in silent mode.

Current Shareholders Who Plan to Acquire Instruments to Play or Practice Voice/Sing must note:

- Grand or upright pianos and other percussion instruments will be permitted only on the 3rd floor.
- Authorization to play other instruments on the other residential floors will be determined on a case-by-case basis, taking into consideration the proposed soundproofing plan.
- Shareholders and/or their family members who plan to acquire an instrument or practice voice, sing, or as of the date of this policy, are required to submit a plan for soundproofing the apartment, as outlined in Appendix A, to Management for review and approval.
- Written documentation is to be submitted, subject to verification by Management, that the agreed-upon soundproofing plan has been implemented.
- Shareholders risk penalties if they proceed to play musical instruments, practice voice/sing, offer lessons in their apartments without receiving approval of the soundproofing plan by Management or fail to implement the measures outlined in the plan.

New Tenants and Subtenants

All apartment owners must advise all prospective tenants and subtenants that as of the date of this policy they are not permitted to practice/teach voice, play or offer lessons on musical instruments unless the instrument has a silent mode.

Designated Hours

If soundproofing has been installed and complaints persist, musicians/vocalists are encouraged to contact their neighbors to discuss their practice and playing/singing schedules and negotiate an agreement regarding a schedule that is mutually acceptable. If the parties cannot reach an agreement, the musician and/or vocalist must abide by the following schedule:

Weekdays:

9:00 AM - 9:00 PM: may play and/or sing for periods of up to two (2) hours at a time, with a mandatory two (2) hour break between periods.

Weekends:

11:00 AM - 8:00 PM: may play and/or sing for periods of up to two (2) hours at a time, with a mandatory two (2) hour break between periods.

Musical Instruments and Voice Policy (continued)

Applicants for Purchase of an Apartment:

- Should note that pianos and other percussion instruments are permitted only on the 3rd floor.
- Should note that authorization to play other instruments on the other residential floors will be determined on a case-by-case basis, taking into consideration the proposed soundproofing plan.
- Must disclose musical instruments and plans to play, practice voice, sing or rehearse in the apartment on the purchase application and submit a plan for soundproofing with the application which complies with the Soundproofing Requirements in Appendix A.

If the purchase application is approved:

- The Board's decision regarding whether or not the current musical instrument(s) will be permitted to be played in the apartment will be conveyed at the time of the approval.
- The new shareholder is required to submit written documentation, subject to verification by Management, prior to move-in, that the agreed-upon structural soundproofing plan has been implemented. Written documentation regarding non-structural elements of the soundproofing plan may be submitted prior to or soon after the move-in.
- New shareholders risk penalties if they have not disclosed that they plan to play an instrument, practice voice, sing or have not implemented the agreed-upon soundproofing plan. They will be required to install soundproofing or forego playing of an instrument or practicing voice in the apartment if they opt not to install soundproofing.

Monitoring of and Response to Complaints

If persistent complaints are filed by multiple units, or a single unit, which in the judgment of Management and the Board of Directors, constitute a breach of the warranty of "quiet enjoyment," the musician and/or vocalist will be required to:

- Meet with Management to develop a sound mitigation plan which augments current measures employed.
- File a copy of the plan with Management and implement the plan within 2 months.
- Hire a sound engineer to develop a more effective plan if complaints continue following implementation, the timetable for which will be determined by Management.
- Abide by the negotiated or designated hours of playing/singing if complaints regarding the hours of playing/singing are filed.

Penalties

Musicians/vocalists who do not comply with this policy will be subject to penalties. These penalties will be determined on a case-by-case basis and billed to the apartment owner's monthly maintenance statement. Apartment owners will be billed for penalties incurred for violations of the policy by tenants, including subtenants.

Referral to Corporate Counsel

Unwillingness on the part of a musician and/or vocalist to work toward addressing complaints will result in the co-operative referring the matter to corporate counsel. A formal nuisance complaint may be filed in addition to other measures, including termination of the Proprietary Lease. Apartment owners will be asked to terminate the lease or sublease of non-compliant tenants or subtenants and will be charged for the co-op attorney's legal services necessary to protect the rights of shareholders and other residents chronically bothered by the music.

Musical Instruments and Voice Policy Appendix A
Non-structural Measures Required to Absorb and/or Block Sound Transmission
(regardless of whether or not complaints are filed)

Sound transmitted through walls:

Pianos are to be placed at least 6” from demising walls and acoustical foam backing placed behind upright pianos.

Sound transmitted through the floor:

If a new floor is not being installed, 80% of the living area is to be covered with rugs or carpeting as specified in the House Rules. In addition, padding must also be placed under the rugs or carpeting. The rugs, carpeting and padding must all have sound-absorbing properties.

- For pianos, caster cups and acoustical padding are to be used.

Structural Soundproofing (sound-minimizing) Requirements

Apply to:

- Musicians with “grandfathered in” instruments and/or those who practice voice/sing and/or offer lessons, if non-structural measures are insufficient to block sound as evidenced by persistent complaints filed by multiple units or a single unit, which in the judgment of Management and the Board of Directors constitute a breach of the warranty of “quiet enjoyment.”

- Current or new shareholders who plan to play Instruments, practice voice, offer music or voice lessons.

The type of materials and degree of soundproofing must address the pitch, loudness and quality of the sound produced by the instrument(s)/or type of singing.

- Sound-blocking and sound-absorbing materials must be installed in the rooms where the musical instrument(s) will be played, voice will be practiced.
- All surfaces must be addressed: ceiling, all walls, and the floor.

Requirements for:

Ceiling:

Acoustical ceiling tile, acoustical plaster or other material of equivalent sound-absorption or sound-blocking capability must be installed.

Walls:

If soundproof walls are not already in place, soundproofing gypsum board, such as "Quietrock" (USG), Soundbreak XP (Acoustical Surfaces, Inc.) or other comparable soundproofing paneling shall be used.

Flooring:

If new flooring is being installed where the musical instrument(s) will be played, whether wood, tile, stone, or other applied finish, it must be installed over noise-dampening padding such as “Acoustik” high performance subflooring, by Acoustical Surfaces, Inc. (as per the co-op’s Design and Construction Standards.

Resources

Master Apartments Alteration Checklist and Agreement

http://www.nyc.gov/html/dep/pdf/noise_code_guide.pdf