

WHITNEY MANOR COOPERATIVE INC

RULES AND REGULATIONS

(Revised 2006)

This is an official document. Please keep it in a safe place with other Cooperative Papers.

Whitney Manor Cooperative, Inc.

Rules and Regulations

All tenant owners are reminded that this is a cooperative undertaking and its success will be greatly enhanced by the fullest effort on the part of every resident, the officers and directors and management, to promote at all times the cooperative spirit and to show the utmost consideration for others. The following rules and regulations, which now become a part of each Occupancy Agreement, have been adopted after careful consideration and discussion and it is felt that full compliance on the part of all residents will be to the benefit of all:

1. No cooperator shall walk or permit children to walk or play on grass or planted areas, or to trample or destroy shrubbery.
2. All ball playing is strictly prohibited in the sitting areas. Further, hardball, softball or stickball is strictly prohibited in any portion of the cooperative property.
3. The sidewalks, entrances, passages, courts, vestibules and halls must not be obstructed or encumbered or used for any purpose other than entering or leaving the premises. No baby carriages, playpens, velocipedes or bicycle shall be allowed to stand unattended in any of the aforementioned places. All carriages, velocipedes or bicycles must be properly placed in the storage room provided for this purpose.
4. The service entrance door must be kept closed at all times, with the exception of garbage removal by employees, deliveries, or someone moving in or out of the building. In the case of deliveries, or moving in or out of the building, the cooperator must be present to allow the entry and maintain the security of the building.
5. Cooperators are strictly prohibited from buzzing anyone into the building or otherwise permitting a non-tenant into the building when entering the building, unless that person is known to the cooperator.
6. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed in any manner by any cooperator on any part of the outside or inside of the buildings, or any part of the corporation property; nor shall any awnings or other projections be attached to the outside walls of the buildings, except as expressly authorized by the Board of Directors.
7. In order to avoid accidents and to further ensure the safety of the cooperators and their families, no child shall be permitted to ride a large (two-wheeler, without training wheels) bicycle in the sitting areas. Horns, sirens or bells on bicycles shall not

be sounded on any part of the corporation's property, except in emergencies.

8. Cooperators are responsible for maintaining their apartment locks in good working condition. All cooperators must provide a set of keys to their apartment to a designated neighbor and advise the superintendent of the name and contact phone number of said neighbor for emergency purposes.

9. No employee of the corporation shall be sent out of the buildings or off the premises by any cooperator at any time or for any purpose, or asked to do cleaning or other work for any cooperator during their regular working hours.

10. No tenant, members of his/her family, nor his/her guest, servant or agent shall loiter, congregate or smoke in the lobbies, stairways or in the entrance of the building.

11. No garbage cans, supplies or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows or placed upon the window sills. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors. Mops shall not be shaken on the roof of the said buildings, nor clothing hung thereon, nor dogs exercised on the said roofs. No clothing shall be placed on fire escapes, nor shall they be obstructed in any

12. No cooperator shall make or permit any disturbing noises in the building by themselves, their family, servants, employees, agents, visitors or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other cooperators. No cooperator shall conduct or permit to be conducted vocal, instrumental or dancing practice or operate or permit to be operated a phonograph, radio or television receiver in the said premises between the hours of 11:00 PM and the following 8:00 AM, if the same shall disturb or annoy any other occupants of the building. No cooperator shall conduct a vocal, instrumental or dancing school on the said premises at any time.

13. No aerial, antennae or "dish" shall be erected on the roof or exterior walls of the buildings. Same is liable to removal, after due notice, at the expense of the cooperator. All television hook-ups to the master antenna must be done by the existing authorized service company.

14. The use of the roofs, including garage roofs, for any purpose is strictly prohibited.

15. Cooperators must comply with all regulations posted in the incinerator rooms. Garbage must not be placed on the floor of these rooms. Proper care of the incinerator room is a must for sanitary reasons.

16. No papers or rubbish shall be thrown on the cooperative's grounds. Rubbish receptacles have been placed throughout the premises to insure cleanliness of the project.

17. The speed limit in the driveways and garages is five miles per hour. All vehicles should be driven in consideration of the fact that small children may be present. Children are not allowed to play within the garage area.

18. Garage doors should be kept closed at all times, except when an entrance or exit is being made.

19. The superintendent and his staff are employed to maintain the buildings and the grounds. All ordinary complaints and requests shall be made to the superintendent during normal working hours. Complaints of a more serious nature must be made to the managing agent in writing and signed by the cooperator. Any complaint which, in the opinion of the cooperator, deserves consideration by the Board of Directors, should be made in writing and signed, and delivered to the President of the Board.

20. The corporation shall not be responsible for any article delivered to or left with any employee of the cooperative on behalf of the corporation.

21. Dogs are strictly prohibited from the building and from all apartments.

22. The laundry rooms and equipment contained therein shall be used only in compliance with the rules and regulations posted and only between the hours of 8:00 AM and 9:00 PM (unless other hours are posted). Absolutely no dyeing of clothing is to be done in the washing machines. The Board may change the rules and regulations posted at any time.

23. Freezers (other than those included in a refrigerator), washing machines and dryers are strictly prohibited from all apartments.

24. Outdoor parking lot gates must be kept closed at all times. Parking along the sides of the walkway in the outdoor parking lots is strictly prohibited. Parking of commercial vehicles on the property is prohibited.

25. Moving in or out of the building may only be done from 9:00 AM until 5:00 PM, from Monday through Friday, and only after the consent of the superintendent is obtained.

26. No tenant, member of his/her family, nor his/her guest, servant or agent shall deface or disfigure any part of the corporate property.

27. The Corporation shall conduct apartment inspections yearly and when necessary at random. The right of access is mandated as per the provisions of the Occupancy Agreement.

28. Subletting of any apartment or portion thereof is strictly prohibited.

29. Special attention is called at this time to several provisions of the Occupancy Agreement of which these rules and regulations now become a part:

a. Each apartment may only be used as a private dwelling for the immediate family of a shareholder.

b. No shareholder may make any alterations to his/her apartment or to any portion of the project without prior written consent of the corporation. This also applies to the removal of doors and any other equipment. Consent may be conditioned in any way deemed necessary by the Board of Directors.

c. Right to access to any apartment in the project shall be afforded to the representatives of the management or the corporation at any reasonable hour of the day for the purpose of inspecting the premises.

30. The use of any space, storage room, play area, laundry space or any other facility outside of the demised premises is furnished gratuitously by the corporation. The use of these or any other spaces, areas or facilities described herein shall be at the sole risk of the person using the same and the corporation or its agents shall not be liable for any injury to the person, damage to property or loss by theft or otherwise, whether due to the negligence of the corporation, its agents or otherwise, for any reason whatsoever.

31. Each tenant-stockholder shall keep their apartment in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be thrown from the door or windows thereof any dirt or other substance.

32. All permits or consents of the corporation given under these Rules and Regulations shall be revocable by the corporation (and may be conditioned on anything deemed necessary by the Board).

33. Management shall maintain all buildings. Tenant - stockholders are cautioned not to tamper or attempt repairs to premises other than their immediate apartment.

34. The corporation shall not be responsible for any repair or replacement caused by misuse or negligence on the part of the stockholder. The managing agent shall be the sole judge of whether the stockholder's misuse or negligence necessitated the

repair or replacement.

35. The stockholder shall be held responsible for the breach of any of the Rules and Regulations and the Occupancy Agreement caused by the acts of him/her self, his/her family, his/her guest and invitees. He/she shall also compensate the corporation for any injury and/or damages sustained by the corporation as a result of the acts of the persons mentioned in this paragraph.

36. Prior to starting apartment renovations stockholder must notify management in writing with a description of work and plans being performed. Stockholder is liable for all costs incurred by the Board in reviewing the plans and otherwise relating to the planned renovation.

37. Contractors and sub-contractors performing the work must be properly licensed and carry the necessary insurance for liability, property damage, workers' compensation.

38. Alterations, repairs, etc. may be performed from 9:00 AM until 5:00 PM, from Monday through Saturday (4:00 PM on Saturdays). No work may take place on Sundays and holidays.

39. Contractors and stockholder are responsible for complete removal of all waste and debris resulting from the work being done.

40. Repair and replacement of sink faucets, lavatory faucets, light switches and fixtures shall be the sole responsibility of the stockholder. Stockholder may replace but not relocate toilets, sinks, stove, bathtub, but plans must still be submitted to the Board. Under no circumstances may a jacuzzi or any other tub with a motor of any kind be installed.

41. Renovations/Alterations cannot violate building codes. No 220 Line - Proper outlets for air conditioning.

42. Board of Directors or Management reserves the right to monitor construction work being performed.

43. Before any work is allowed to proceed, a fee of \$500.00 is required as a reserve for potential damage to the corporation's common area and elevators.

44. All heavy deliveries (furniture, refrigerator, stove, etc.) must be delivered through the basement, Monday through Saturday, 9:00 AM to 5:00 PM.

45. Notify super or maintenance personnel to put the pads up in the elevator when receiving deliveries, and let them know when delivery has been received so they may remove the pads.

46. Air conditioner fees are a yearly charge, billed monthly in your maintenance. No more than two (2) air conditioners are allowed in each apartment.

47. Notify management when an air conditioner is put in, added or removed so maintenance charge can be corrected.

48. Recyclable items (paper, plastic, glass bottles, cardboard) get brought to basement and put in designated areas. Food garbage gets thrown down the chute in incinerator room in bags (not loose). No paper, boxes, etc. allowed on the floor in incinerator room.

49. Super's office in basement of "B" building (2547)

50. Apartment complaints of leaks, radiator trouble, running flushometer, etc. should be written on pad outside Super's office with name of tenant, building number and apartment number.

51. Any stockholder(s) causing the corporation to incur an expense or to initiate legal action based on the stockholder's violation of the corporate By-Laws, Occupancy Agreement or these Rules and Regulations, shall be responsible for the corporation's expenses incurred as a result thereof, including attorney's fees and disbursements.

52. The Board of Directors reserves the right to rescind or change any of the foregoing Rules and to make such other rules and regulations from time to time as may be deemed needed for the safety, care, enjoyment and cleanliness of the premises of the cooperative, and the same shall become a party of the Occupancy Agreement upon notice thereof to all the residents.