

Hudson Towers Resident's Manual

3777 Independence Corp

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MAINTENANCE PAYMENTS AND LATE CHARGES

The prompt payment of monthly maintenance charges is important. It is necessary so that the Corporation has an adequate cash flow to pay its operating expenses in a timely manner. In order to insure prompt payment, the following rules have been established:

All payments are due on the 1st of the month whether or not you receive a bill; payments must be made by check payable to Goodman Management Co., Inc. A/A/F 3777 Independence Corp.

Payments received by the Managing Agent after the 10th day of the month will be subject to a late fee of \$25 Dollars with \$50.00 with arrears of 1 month or more.

All sundry charges that appear on a maintenance bill are considered to be a part of maintenance. These charges must be paid in full and on time to avoid an administrative charge or delinquency fee or penalty charge. No apartment sale or sublet will be considered for approval if payments are not current.

A list of fees, approved by the Corporation, can be obtained from the Managing Agent.

REPAIRS AND SERVICE REQUESTS

In order to request maintenance services in your apartment and/or public areas, you are required to see the Superintendent or Handyman of the building and complete a maintenance request form located with the Doorman of the building. If you require further assistance, please contact the Management Office.

As outlined in the Proprietary Lease, maintenance of the common areas (including public halls and stairways) shall be the responsibility of the Corporation. The Corporation is also responsible for window repair and replacement (but not when damage to the windows is the result of actions of the shareholder or his/her employee, agent or guest).

Shareholder shall maintain the interior of the apartment, including interior walls, floors and ceilings, in good repair, shall do all of the painting and decorating required for his/her apartment, including the interior of window frames, sashes and sills, and shall be solely responsible for the maintenance, repair and replacement of plumbing, gas, and heating fixtures and equipment, or refrigerators, dishwashers, air conditioners, ranges and other appliances, as may be in the apartment. Plumbing, gas and heating equipment referred to herein shall include exposed gas, steam and water pipes attached to fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which the Shareholder may install within the wall or ceiling or under the floor. Also the Shareholder shall be solely responsible for the maintenance repair and replacement of all lighting and electrical wiring and conduits from the junction box at the riser into and through the Shareholder's apartment. (Any ventilator or air conditioning device which shall be visible from the outside of the building shall at all times be painted by the Shareholder in a standard color which the Corporation may select for the building)

The Corporation shall be responsible for all windows, windowpanes, exterior window frames, sashes and sills, entrance doors, frames and saddles. The Corporation shall also be responsible for gas, steam, water or other common riser pipes or conduits within the walls, ceilings or floors or heating equipment, which is part of the standard building equipment.

All plumbing repairs undertaken by the Shareholder require prior approval of the Managing Agent. The Corporation will not be financially responsible for any work done, or any work needing to be redone if this approval is not in hand before said work begins.

ALTERATION OR RENOVATION OF APARTMENTS

Alterations may only be undertaken upon the written approval of the Managing Agent. Shareholders wishing approval should contact the Managing Agent about completing the appropriate forms and submitting the detailed alteration plans for approval, including copies of all contracts for the proposed work.

The contracts should include a description of the work to be done, the price, the approximate starting date, and evidence that the contractor or person performing the work has adequate insurance. Such insurance must name **3777 Independence Corp.** and **Goodman Management Co., Inc.** as additional insured parties.

The performance of any work by or on behalf of a Shareholder in the apartment must be in accordance with all applicable codes, rules, regulations and/or permits. Shareholders must sign a form of Alteration Agreement in favor of the Corporation prior to the commencement of any work. Further, Shareholders will not install any appliance, which will overload the existing wires or equipment in the building.

If proper approval is not received, workmen and supplies will be prohibited from entering the building.

- For certain work, a security deposit may be required which will be applied to reimburse the Corporation for any damage or expense it may incur in connection with the work being performed or the complete removal of debris from the premises.
- For certain work, contractors may be asked to provide a complete list of materials to be used along with assurance that said materials meets all requirements of the Environmental Protection Agency.
- For certain extensive work, an escrow account may be required.

For certain work the Corporation's architect or engineer may have to approve the contractor's plans at the Resident's expense before the Managing Agent can recommend approval to the Board of Directors.

All work will be performed according to the Alteration Agreement.

Upon approval to renovate an apartment, the following rules apply (as noted in the "Alteration Agreement"):

1. Work will only be performed between 9:00 am and 6:00 pm, Monday through Friday. This includes construction, plumbing, electrical work (or similar activities); work that involves transportation of supplies; or any work that would otherwise disturb other residents. Evening and early morning work, work over long weekends, holiday vacations, etc. will not be permitted. Work involving noxious odors such as floors and painting may only be performed first thing in the morning at the beginning of the week so the odors may dissipate. In certain cases, and only with the approval of the Superintendent, workmen may be allowed to enter the premises a short time before 9:00 am to prepare for work — again, no actual construction or other disturbing work may begin until 9:00 am

2. Arrangements must be made with the Superintendent at least 36 hours in advance for use of the elevator to transport materials used for the alteration or renovation (as well as the removal of any materials left over from construction).

3. The Shareholder will be responsible for the safe and clean daily removal from the building and its surrounding areas (including sidewalks) of all debris and work materials from the proposed alteration or renovation. Building staff cannot be used for this purpose, and Shareholders will be charged for any costs made by the Corporation in connection with the work. It is recommended that a written agreement with the contractor be made whereby he/she is responsible for carting away all the debris and any other materials not used for the renovation or alteration. An alternative would be to arrange for a private carting service, which is suggested be written into the contract.

At no time should there be evidence of debris from renovation work in the public areas of the building, including the trash rooms on each floor, or on its sidewalks.

4. Access to the work area will be provided to the Managing Agent and/or his/her representative for inspection of the work being done — both on a periodic basis and upon completion of the work. The Shareholder will be given advance notice (at least 24 hours) before any inspection of the premises.
5. Shareholders will be held responsible for any and all damage done to the building's public areas (entrance, elevators, etc.) or to other apartments and any and all cleaning required in connection with the renovation work.
6. Shareholders will be assessed for any damages, cost or other expenses incurred by the Corporation in connection with alterations or repair work initiated by them or on their behalf.

SALE OF APARTMENTS

Shareholders wishing to sell their apartment should contact the Super for the procedures, documents and necessary information required by the Board of Directors. All forms and required information are to be completed fully and accurately by the prospective Purchaser and submitted to the Managing Agent before any consideration of the sale can be made.

Upon receipt of all completed forms and documents, the appropriate credit reviews will be conducted and an interview will be scheduled. (No action will be initiated until all required information is received). In addition, the Board of Directors or duly appointed committee which interviews the prospective purchasers, reserves the right to request any additional documents or information as deemed necessary or appropriate at any time during the review and interview process.

An interview date will be scheduled with prospective Purchasers (and all prospective occupants of the apartment). All interview dates are coordinated by the Managing Agent. Individual Board members should not be contacted by Shareholders. Please leave plenty of time in your negotiating for the setting of an interview date. The Board of Directors reserves full discretion to change interview times or the frequency thereof.

Upon approval of the sale, a closing can be scheduled with the Managing Agent. All closings are held at the offices of the Managing Agent.

All amounts due to the Corporation at closing (e.g. maintenance and all other costs to the date of closing) must be paid by certified or bank check. The seller is responsible for the processing and closing fees charged the Managing Agent in connection with the transfer.

All Shareholders are strongly urged to consult with the Managing Agent as to the timing of the above procedures before agreeing to a scheduled closing date in the sales contract. It is recommended that all sales be made with the advice of legal counsel.

No closing can take place until all procedures are fully carried out and all documentation is properly completed and promptly received by the Managing Agent.

No Open Houses permitted.

SUBLETTING OF APARTMENTS

Since we desire to have a stable tenancy and tenants with a vested interest in building operation as well as a safe and secure building, subletting is currently limited to 1 year at a time with option to renew for an additional year, subject to Board approval at maximum 2 years. Please contact the Managing Agent for procedures.

WINDOW GUARDS

Under Section 131.15 of the New York City Health Code, window guards are required to be installed in apartments where children under the age of eleven (11) reside.

All Shareholders and residents who have children under the age of eleven (11) residing in their apartments must notify the Managing Agent.

FIRE SAFETY PLAN

In accordance with the New York City Fire Department regulations, a fire safety plan must be posted on the inside of each dwelling unit door. Please notify the Managing Agent if you are missing the fire safety plan.

MOVING IN AND OUT

All residents moving in or out of **3777 Independence Avenue** must notify the Managing Agent at least seven (7) days in advance of the scheduled move. In addition, the Superintendent must be contacted at least 48 hours before the move. Failure to do so may result in the elevator not being made available to the Shareholder, Resident or Moving Company. At the time of the move, the Shareholder, Resident or Moving Company will be given instructions on the proper operation of the elevator. All moving in and out must be made through the service entrance.

***Moving in or out will not be permitted to start until 9:00 am and must be completed by 5:00 pm, Monday through Friday.**

When moving, the Shareholder or Resident will be held responsible for any damage done to the building, including, but not limited to, the elevator, common areas, and his or her apartment. An inspection of all areas involved will be made by a building representative both before and after the move. It is to the advantage of the Shareholder or Resident to inspect the public spaces of egress involved in the move, both immediately preceding and following the "move", with a building representative (Resident Superintendent or Managing Agent).

Any Shareholder or Resident moving in or out will be required to make a refundable **\$1,000.00 deposit** to the Corporation at least seven days prior to the move. This should be in the form of an official bank check or certified check and should be payable to the Corporation. The total amount will be refundable at the completion of the move, provided that there has been no damage to the building or extra expense incurred. In the event of any damages or additional expenses arising from the move, the deposit will be applied against these expenses and the Shareholder will be billed for any amount in excess of the deposit. If the cost of repairing any damage is less than the move in or out deposit, the balance will be refunded to the Shareholder after the completion of repairs. The Corporation reserves the right to seek damages and reimbursement for additional costs relating to the move from the Shareholders, regardless of whether the cost resulted from the action of the Shareholders or his/her "employees".

THE MOVING COMPANY MUST BE LICENSED AND INSURED AND MUST PROVIDE ACCEPTABLE PROOF OF SUCH TO THE MANAGEMENT PRIOR TO THE MOVE.

LAUNDRY

The following is information about the laundry facilities with which all occupants should be familiar:

1. Neither washing machines nor dryers are permitted in apartments.
2. The Laundry Room is for exclusive use of residents.
3. The washers and dryers are commercial machines, but they should not be overloaded. Residents are responsible for instructing domestic help as to the proper use of the equipment.

4. If a machine or your laundry card should fail to operate:
 - a) Notify the Superintendent
 - b) Telephone the service company for reimbursement of lost funds and repair. Be sure to note with whom you talked and when.
5. The company currently contracted to operate the laundry equipment is Mac-Gray, Telephone number: 800 562-9755
6. The Laundry Room may be used only during designated hours of 7:00 am to 11:00 pm.
7. Please limit the amount of machines used at one time.
8. Washers, dryers and lint filters should be cleaned after each use.

RESIDENT MANAGER (SUPERINTENDENT)

The Superintendent's office is located in the Basement Level. After business hours, Residents are requested to contact the Doorman at 718 549-2036 or the Managing Agent at 718 796-5022 if there should be an emergency.

Please keep in mind, however, that requests for routine repairs should be made to the Superintendent or Handyman during normal business hours.

INSURANCE INFORMATION

It is strongly recommended that each Shareholder carry the standard insurance policy commonly used for cooperatives. An insurance broker should be consulted so as to tailor the policies to individual needs and so as to obtain broad coverage for possible personal or property damage claims made against individual Tenants/Shareholders. Numerous Insurance Companies provide a co-op policy (a three-in-one policy) that includes fire, theft, and liability insurance. A deductible no greater than \$500.00 per occurrence.

It should also be noted that the Corporation's insurance premiums for the building and grounds are affected dramatically by the claims, settled or unsettled, being leveled against the co-op. Frivolous lawsuits affect us all financially and should be avoided. Conversely, the co-op may benefit from a lack of claims against it.

KEYS

Shareholders are very strongly advised to leave a key with the Superintendent for emergency use. Keys will be coded and placed in a safe box for safekeeping.

Should entry to a Shareholder's apartment become necessary in an emergency, which affects the safety and well being of the building and other Shareholders, and no key is in the safe box, forced entry will be executed at the expense of the aforesaid Shareholder.

Make sure the doorman has a copy of your Tenant Emergency Information Sheet at the front desk.

EMERGENCY INFORMATION SHEET

3777 Independence Avenue - Emergency Tenant Information Sheet

Apartment #: _____ Tenant Name: _____

Home Phone #: _____ Language: _____

Emergency Contact:

Name: _____ Relationship: _____

Address: _____

E-mail: _____ Phone #: _____

(Home) _____ (Work) _____ (Cell): _____

Name: _____ Relationship: _____

Address: _____

Phone #: _____ (Home) _____ (Work) _____

Doctor's Name: _____ Phone #: _____

Home Attendant: _____ Agency Name: _____

Phone #: _____ E-mail: _____

Disability and/or Special Needs: _____

In the event of an emergency I authorize the following people to have access to my apartment.

Name(s): _____ Phone # (s): _____

(Home) _____ (Work) _____

Where are keys located: _____

In addition, any other information you would like to provide to us:

I understand that the information provided above will be maintained in our office in case of an emergency.

Tenant Signature: _____ Date: _____

PUBLIC HALLS, STAIRWAYS AND WINDOW SILLS

The public halls and stairways of the building must not be obstructed or used for any purpose other than ingress to or egress from the apartments in the building. No article shall be placed in halls, in stairways or on or in front of doors. Further, no public hall of the building will be decorated or furnished by any occupant in any manner. **(See House Rule # 1, 4, 6.)**

REFUSE (GARBAGE) REMOVAL

All Residents should know the recycling rules that are posted prominently in the recycling area of the building located in each compactor room and are on www.HudsonTowers.com. All plastic, glass and metal containers should be rinsed and put in the blue plastic recycling bin. Newspapers, magazines, periodicals and flattened boxes should be placed neatly in the clearly marked area. All wet garbage should be bagged and thrown down the chute. Disposal of large items, such as furniture, mattresses, etc. should be accomplished by making arrangement with maintenance staff.

IT IS IMPORTANT THAT THESE PROCEDURES BE FOLLOWED SCRUPULOUSLY BY EVERYBODY IN ORDER TO CONTROL ROACHES, PREVENT FIRES, AND AVOID POTENTIAL HEALTH HAZARDS.

NOISE, DISTURBANCES

No Resident will make or permit any disturbing noises to be made in the building or do or permit anything to be done therein, which will interfere with the rights, comfort, convenience or quiet enjoyment of other Residents. **(Additionally, see House Rules #5.)**

SIGNS AND NOTICES

No sign, notice, advertisement or illumination will be allowed on or at any window or other part of the building.

Under no circumstances are "outsiders" (political organizations, retail stores, guests) allowed to post bulletins or notices on walls or to distribute flyers under doors. The only exception to this policy is notices from the Managing Agent, The Apartment Corporation or the Board of Directors.

ANTENNA

No radio, television aerial or satellite dish will be attached to or hung from the exterior of the building. A cable system for TV reception currently exists in the building.

FLOOR COVERING REQUIREMENT

The floors of each apartment must be covered with rugs or carpeting or equally effective noise reducing material, to the extent of at least 80 percent of the common walking areas of each room except kitchens, pantries, bathrooms and closets. Decorative carpeting under the bed or dining table is not considered coverage of common walking areas. This must be performed within (30) thirty days of moving in. In the event a complaint is made regarding the noise emanating from your apartment, the representative of the building must be provided access to inspect for adequate floor coverings.

PUBLIC SALES AND EXHIBITIONS

No group tour or exhibition of any apartment or its contents will be conducted, nor will any auction sale, tag sale, or other public access sale be held in any apartment without the expressed consent of the Board of Directors.

SECURITY OF THE BUILDING

All doors (front and side) must be locked at all times.

- a. If you are coming into or going out of the building, do not hold the door for or admit anyone you do not know.

BUILDING FIRE SAFETY

Smoke and Carbon Monoxide alarms have been installed in apartments and should be kept fully operable by installing fresh batteries as per the manufacture's specifications. Batteries are the responsibility of the Resident.

All hallways, stairwells and exits must be kept clear at all times. Residents are not allowed to place any items in these areas. It is a violation of the law to have these areas obstructed for even a short period of time.

FIRE EMERGENCY PROCEDURES

The following information has been provided by the New York City Fire Department in its publication on "Hi-Rise Fire Safety."

DO'S:

- CALL** the Fire Department if you smell smoke or see a fire.
- CLOSE** all doors behind you.
- FEEL** the door; if it's hot, **DON'T OPEN IT.**
- STAY LOW** in heavy smoke or heat conditions — if possible near an open window.
- WALK** quickly, **DON'T RUN**, to your nearest smoke-free stairway or fire escape and travel downward.

DON'TS:

- DON'T** use elevators as exits.
- DON'T** stand in hallways.
- DON'T** use dead-end corridors.
- DON'T** panic — be aware of potential crowd panic.
- DON'T** fight a fire alone.
- DON'T** turn back for personal belongings — you may not get a second chance to leave.

If trapped on a Floor:

Stay low near an open window. Close all doors between you and the fire. Keep smoke out by using wet sheets and towels around doors. Signal for help by using the telephone to communicate your situation and location. Use judgment in opening windows. Close them if smoke enters.

TO NOTIFY THE FIRE DEPARTMENT, USE THE TELEPHONE "911" OR "665-2200."

PETS

Are not permitted to be kept or harbored in the building. (See also House Rule # 12.)

HOUSE RULES

1. The public halls, stairways and lobby of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building. Use of the lobby shall be limited to ingress and egress. It shall not be used for social purposes, unless approved by the Board of Directors.
2. No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.
3. Children shall not play in the lobby, public halls, courts, driveway, parking lot, stairways and elevators, or on the roof of the building.
4. No decoration of public space or placing of any objects in hallways is permitted.
5. No Lessee shall make or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play any musical instrument or permit to be operated a stereo or radio or television loud speaker in such Lessee's apartment between the hours of 11:00 o'clock pm and the following 8:00 o'clock am if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays – such work will not be permitted on legal holidays, holiday vacations when tenants are expected to be home on vacation and only between the hours of 9:00 o'clock am and 5:00 o'clock pm
6. The floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least 80 percent of the floor area of each room except kitchens, pantries, bathrooms and closets. Decorative Carpeting under the bed or dining table is not considered coverage of common walking areas. This must be performed within (30) thirty days of moving in. If requested, access must be provided to the building representative to inspect for compliance.
7. No article, such as doormats, umbrellas, shoes or rubber boots, shall be placed in the halls or on the staircase landings or elevators, nor shall anything be hung or shaken from the doors, windows or roofs or placed upon the windowsills or ledges in the building. No bicycles, scooters, strollers, baby carriages or other wheeled items shall be allowed to stand in public halls, passageways, areas of courts of the building. Anything left outside an apartment is subject to removal by building personnel.
8. No sign, notice, advertisement or illumination 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 Directors or the Managing Agent.
9. Messengers and trades people shall use such means of entrance and exit as shall be designated by the Board of Directors or the Managing Agent.
10. Except for U.P.S. or other small parcels, supermarket and food deliveries, all other items of every kind must be delivered only at the service entrance to the building
11. No resident shall hire or utilize the services of any building employee for private business during that employee's workday.
12. No bird or animal shall be kept or harbored in the building unless the same in each instance is expressly permitted in writing by the Board of Directors or the Managing Agent; such permission shall be revocable by the Board of Directors or Managing Agent in their sole discretion, at anytime. In no event shall any animal be permitted in any of the public portions of the building unless carried or on a leash. No pigeons or other birds or animals shall be fed from the windows, in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building. (All pets must be leashed at all times and walked through the service entrance of the building only).
13. No radio, television aerial or satellite dish shall be attached to or hung from the exterior of the building.
14. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale or tag sale be held in any apartment without written consent of the Board or its Managing Agent. Rules for these events must be obtained from the Managing Agent. Resident is responsible for strict adherence to said rules.

- 15. Residents shall keep the windows of their apartments clean and covered by white or by off white blinds or shades as deemed acceptable by the Board of Directors. In case of refusal or neglect of a resident during 10 days after a notice in writing from the Managing Agent or the Board of Directors to clean windows, such cleaning may be done by the Managing Agent and/or the Board of Directors, which shall have the rights, by its officers or authorized agents, to enter the apartment for the purpose of cleaning the windows and to charge the cost of such cleaning to the Resident/Shareholder.
- 16. Complaints and questions regarding the service of the building shall be made in writing to the Managing Agent.
- 17. The Managing Agent, and any contractor or workman authorized by said agent, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to repair plumbing, electrical, or any other building equipment or to control or exterminate any vermin, insects or other pests and for the purpose of taking any measures deemed necessary.
- 18. The use of clothes-washing machines and dryers within individual apartment are prohibited.
- 19. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors. Any consent or approval given under these House Rules by said Board of Directors or its Managing Agent shall be revocable at any time.

The Resident's Manual and the House Rules apply to all Shareholders and Tenants. If administrative or legal fees are incurred in the enforcement of any rule, the Shareholder and/or Resident will be charged accordingly.

NAME

APT #

DATE

PLEASE NOTE THE FOLLOWING:

The front lawn of the building, alongside the garage, has been designated a quiet sitting area for residents use. Please refrain from ball playing and loud noise.

The far side of the lawn, on the 239th street side, has been designated for use as a children's garden. Planting, tending and harvesting activities are scheduled by a committee. No unsupervised children should be in the planting area.

For further information please ask the doorman for the committee contacts.

HUDSON TOWERS
3777 INDEPENDENCE CORP.

POOL FACILITIES RULES & REGULATIONS

1. Guest privileges may be limited or suspended at any time (particularly on summer weekends) with the discretion of the Management. Subscribers will be held responsible for the conduct of their guests. No persons to whom recreation subscription has been denied for any valid reason, will be admitted as a guest.
2. Children under 13 years of age will not be admitted unless accompanied by an adult subscriber.
3. Consuming of food is strictly prohibited except in the designated picnic area. Alcoholic beverages are strictly prohibited on the premises. Only non-alcoholic beverages in unbreakable containers will be allowed. No glassware of any kind.
4. Dogs or other animals are not permitted on the premises.
5. Use of the pool after closing hours or when lifeguard is not on duty, is expressly prohibited.
6. The management reserves the right to suspend and expel any subscribers for conduct, which in its opinion, is detrimental to its best interest.
7. Subscribers and guests are to be properly clothed when entering and leaving the pool area.
8. Attendants have full authority to expel or discipline any persons who violate pool regulations or any person whose conduct is objectionable. Diving from sides of the pool is prohibited. All persons shall comply with all directions given by the lifeguard or any other supervisory personnel while in the pool or the pool area. Any personal injury sustained on the recreational premises must be immediately reported to the supervisory personnel or manager's office. Swimming, etc. is at the individual's own risk and responsibility. The management will not be responsible for the loss, damage or destruction of any property or for any accidents resulting from use of the pool or other facilities. Such facilities may not be used unless an attendant is on duty.
9. Before entering the pool all bathers must observe the sanitary regulations of the Health Department posed by the Management. No person with infection, fever, cold, cough, inflamed eyes, any skin disease or wearing bandages shall be allowed to use the pool. All persons who have used oil, ointments or lotions must take a soap shower before entering the pool. Anyone with shoulder length hair or longer must wear a bathing cap.
10. Rules and regulations may be changed or amended at any time by the Management. Any infraction of these rules as now or hereafter in effect shall subject the violator to disciplinary measures, such as suspension and/or loss of membership.
11. No member/guest shall be permitted to bring his or her own chaise lounge, chairs or other seating equipment to the pool area or pool deck. Each person is entitled to (but not guaranteed) one lounge or chair per membership or guest pass.
12. Management reserves the right to close all or part of the pool facilities due to inclement weather, requirements of law, water restrictions, mechanical failures, etc., without penalty and without refunds.
13. Infants and toddlers under 3 years of age must be confined to the Kiddie Pool. Any child not toilet trained must wear rubber pants over their diapers.
14. The playing of loud music is prohibited.

I have read the above rules and regulations. By signing the registration form, my family and I agree to abide by same.

Hudson Towers, 3777 INDEPENDENCE CORP

GARAGE PARKING RULES AND REGULATIONS

Effective October 2010

These Rules and Regulations relate to the use by a "Lessee" of a parking space in the indoor garage (the "Garage") located at 3777 Independence Avenue, Riverdale, New York.

1. Any unauthorized automobile or other vehicle parked in the Garage will be towed without notice and the cost billed to the Lessee as additional maintenance.
2. All automobiles must display current and valid registration certificates and license plate(s). All automobiles must be covered by current insurance, with minimum statutory amounts and requirements, and Lessee shall file evidence of such insurance with the Managing Agent. Automobiles without license plates or current registration will be towed at Lessee's expense.
3. Parking is for private, non-commercial passenger cars only. No trucks, motorcycles or other vehicles, are allowed in the Garage. Parked automobiles must fit reasonably in their assigned spaces without interfering with the normal use of nearby spaces and aisles.
4. Lessor assumes no liability or responsibility whatsoever, for damage to or loss of any automobile, its contents or accessories from any cause whatsoever. Automobile owner assumes all risk of damages while parked in the Garage.
5. All monthly maintenance charges for the Space and Residential Unit to which the Shares for the Space are appurtenant must be kept current.
6. In the event of the replacement of an automobile, written notice must be given to the Managing Agent by Lessee within thirty (30) days from the date of replacement, providing identifying information on the new automobile as well as evidence of insurance. Parking in each Space is restricted to an automobile owned or leased by the Lessee.
7. No washing or waxing of any automobile, use of any fluids, changing or adding oil or the performance of any maintenance or repairs whatsoever is permitted in the Space or in the Garage. No automobile or unauthorized vehicle may be towed from the garage without prior notice to the Managing Agent.
8. Lessee shall not request any employee or agent of Lessor or other shareholder or lessee thereof to assist the Lessee in handling, moving, parking or driving the Lessee's automobile or any other automobile in the Garage. In the event of any violation of the foregoing, such person shall be deemed Lessee's agent and Lessee shall be liable for any loss, damage, injury or expense suffered or sustained in connection therewith or arising from the acts of Lessee and/or Lessee's agents.
9. Lessee's failure to comply with any covenant or obligation of Lessee stated in these Rules and Regulations shall constitute a default under the Lessee's Proprietary Lease permitting Lessor to exercise all rights and remedies in case of a default as stated in the Proprietary Lease, solely as to Lessee's Space and the shares appurtenant thereto, including termination of Lessee's Rider to Proprietary Lease and surrender of the Space to Lessor.