

***Park Lane Condominium  
116-24 Grosvenor Lane  
Kew Gardens, NY. 11418***

***Amended and Revised House Rules***

***Section 1- 111***

***November 16, 2011***

*In addition to the other provisions of the By-laws, the following amended and revised house rules and regulations together with such additional rules and regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Units and the conduct of all residents and occupants thereof.*

*Owners' of a Unit, members of their families, their employees, invitee's, guests and their pets, if permitted, shall not use or permit the use of the premises in any manner which would be illegal, immoral, improper or disturbing or a nuisance to other said Owners, or in such a way as to be injurious to the reputation of the Condominium. All valid laws, zoning, ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Notices of violations of laws, order, rule ,regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expense of the Unit Owners or the Board of Managers whichever shall have the obligation to maintain such portion of the property*

## SECTION I

1. IN ORDER TO PREVENT DAMAGE TO PLC COMMON AREA PREMISES, THE FOLLOWING RULES APPLY TO ALL UNIT OWNERS AND RENTERS MOVING IN OR OUT. MANAGING AGENT MUST BE NOTIFIED OF PLANNED MOVE DATE WHICH IS ONLY PERMITTED MONDAY THROUGH FRIDAY 8:00 A.M. TO 5:00 P.M. (NO WEEKENDS OR HOLIDAYS). RESIDENTS ARE ADVISED SHOULD THEY NOT USE A BONDED/INSURED MOVING COMPANY THEN A \$500.00 CASH BOND IS REQUIRED, WHICH WILL BE RETURNED AFTER COMMON AREA PREMISES ARE INSPECTED FOR NO DAMAGE BY A MANAGING BOARD MEMBER OR THE BUILDING SUPER.

2. CONSTRUCTION AND RENOVATION REPAIR WORK OR ANY OTHER INSTALLATION INVOLVING NOISE SHALL BE CONDUCTED IN A RESIDENTIAL UNIT ONLY BETWEEN THE HOURS OF 8:00 A.M. TO 5:00 P.M. MONDAY THROUGH FRIDAY "UNLESS SUCH CONSTRUCTION, INSTALLATION OR REPAIR WORK IS NECESSITATED BY AN EMERGENCY".

3. LOUD OR DISTURBING NOISES FROM TELEVISIONS, STEREO'S OR ANY OTHER DEVICE OR MUSICAL INSTRUMENT OR VOCAL SHALL BE LIMITED TO 8:00 A.M. TO 10:00 P.M. SUNDAY THROUGH THURSDAY AND 8:00 A.M. TO MIDNIGHT FRIDAY —SATURDAY. WE ASK ALL RESIDENTS TO BE CONSIDERATE TO THE NEIGHBORS.

4. THE FITNESS CENTER LOCATED ON THE SECOND FLOOR IS A COMMON AREA OPEN TO ALL TENANTS. ALL GUESTS NEED BOARD OF MANAGERS APPROVAL TO USE THE FITNESS CENTER. PLEASE BE ADVISED THAT YOU EXERCISE AND OPERATE THE EXERCISE PROVIDED AT YOUR OWN RISK. SHOULD PHYSICAL INJURY OR DEATH OCCUR THE BOARD OF MANAGERS OR IT'S AGENTS WILL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY. INDIVIDUALS UNDER THE AGE OF 16 ARE NOT PERMITTED TO USE THE FITNESS CENTER.

5. NO WASHERS OR DRYERS ARE PERMITTED IN ANY UNITS UNDER ANY CONDITIONS.

6. NO BARBECUING IS ALLOWED ON BALCONIES, TERRACES, OR ANY COMMON AREA.

7. ALL UNIT OWNERS AND TENANTS WILL COMPLY WITH THE FOLLOWING RECYCLING RULES IN ALL COMPACTOR ROOMS LOCATED ON EACH FLOOR:

A) RECYCLABLES SUCH AS BOTTLES, CANS AND GLASS JARS ARE TO BE WASHED FIRST THEN PLACED TN BLUE CANS PROVIDED,

B). NEWSPAPERS, MAGAZINES AND BOXES ARE TO BE PLACED ON THE FLOOR OF THE COMPACTOR ROOMS. LARGE BOXES ARE TO BE BROUGHT DOWN AND PLACED IN THE ROOM TO THE RIGHT OF THE ELEVATORS AS YOU EXIT THE ELEVATOR.

C). ALL OTHER GARBAGE IS TO BE BAGGED AND SEALED AND PUT DOWN THE CHUTE. ANYONE THAT KNOWINGLY CLOGS THE CHUTE WLLL BE SUBJECT TO A FINE BY THE BOARD OF MANAGERS.

D). ALL CARDBOARD BOXES ARE TO BE BROKEN AND/OR FLATTENED BEFORE THEY ARE

PLACED IN THE COMPACTOR ROOM.

8). UNIT OWNERS MAY REQUEST USAGE OF THE COMMON MEETING ROOM LOCATED ON THE SECOND FLOOR, BUT FIRST MUST GET APPROVAL FROM THE BOARD OF MANAGERS. THEY WILL REQUIRE THE DATE AND HOURS OF USAGE. THE ROOM MUST BE CLEANED AFTERWARDS OR FURTHER USAGE WILL BE DENIED.

NOISE AND MUSIC RULES ARE THE SAME AS TN PARAGRAPH 3.

9). SMOKING IS NOT PERMITTED IN ANY COMMON AREA. ANYONE SEEN THROWING CIGARETTE BUTTS AWAY IN ANY COMMON AREA WILL BE SUBJECT TO A FINE BY THE BOARD OF MANAGERS.

10). THE COMMON ELEMENTS SHALL NOT BE OBSTRUCTED, LITTERED, DEFACED OR MISUSED IN ANY MANNER.

11). EVERY UNIT OWNER SHALL BE LIABLE FOR ANY AND ALL DAMAGE TO THE COMMON ELEMENTS AND THE PROPERTY OF THE CONDOMINIUM, WHICH SHALL BE CAUSED BY SAID UNIT OWNER OR SUCH OTHER PERSON FOR WHOSE CONDUCT HE IS LEGALLY RESPONSIBLE.

12). EVERY UNIT OWNER MUST PERFORM PROMPTLY ALL MAINTENANCE AND REPAIR WORK TO HIS UNIT WHICH, IF OMITTED WOULD AFFECT THE CONDOMINIUM IN ITS ENTIRETY OR A PART BELONGING TO OTHER UNIT OWNERS, OR THE BUILDING OF WHICH HIS UNIT FORMS A PART, HE/SHE BEING EXPRESSLY RESPONSIBLE FOR THE DAMAGES AND LIABILITIES THAT HIS FAILURE TO DO SO MAY ENGENDER.

13). ALL REPAIRS TO THE INTERNAL INSTALLATIONS OF THE UNIT LOCATED IN AND SERVICING ONLY THAT UNIT, SUCH AS TELEPHONES AND SANITARY INSTALLATIONS SHALL BE AT THE UNIT OWNER'S EXPENSE.

14). A RESIDENTIAL UNIT OWNER MAY NOT MAKE ANY ALTERATIONS OR MODIFICATIONS, INCLUDING PAINTING, TO THE EXTERIOR OF THE RESIDENTIAL UNIT, OR ANY PART OF THE GENERAL OR RESIDENTIAL LIMITED COMMON ELEMENTS, WITHOUT THE WRITTEN CONSENT OF THE BOARD OF MANAGERS. A RESIDENTIAL UNIT OWNER SHALL NOT MAKE STRUCTURAL OR MECHANICAL MODIFICATIONS TO THE RESIDENTIAL OR OTHER ALTERATIONS WHICH WOULD IMPAIR THE STRUCTURAL SOUNDNESS OF THE UNIT OR BUILDING WITHOUT THE WRITTEN CONSENT OF THE BOARD OF MANAGERS OR THE DESIGNATED MANAGING AGENT. CONSENT MAY BE REQUESTED TO THE MANAGING AGENT, IF ANY OR TO THE PRESIDENT OF THE BOARD OF MANAGERS, IF NO MANAGING AGENT IS EMPLOYED. THE BOARD OF MANAGERS SHALL HAVE THE OBLIGATION TO ANSWER WITHIN SIXTY (60) DAYS AND FAILURE TO DO SO WITHIN THE STIPULATED TIME SHALL MEAN THAT THERE IS NO OBJECTION TO THE PROPOSED MODIFICATION OR ALTERATIONS. ALL WORK DONE

PURSUANT TO THIS SECTION MUST BE DONE IN ACCORDANCE WITH ALL APPLICABLE RULES, REGULATIONS, PERMITS AND ZONING ORDINANCES OF ANY GOVERNMENTAL AGENCIES HAVING JURISDICTION THEREOF. ALL NECESSARY APPROVALS MUST BE OBTAINED AND SUBMITTED TO THE BOARD OF MANAGERS UPON SUBMISSION OF THE WRITTEN REQUEST FOR CONSENT TO DO THE WORK TO THE BOARD OF MANAGERS. ANY INTERIOR ALTERATIONS OR IMPROVEMENTS MADE TO A UNIT SHALL BE MADE IN ACCORDANCE WITH ALL APPLICABLE RULES, REGULATIONS AND ZONING ORDINANCES OF ANY GOVERNMENTAL AGENCIES HAVING JURISDICTION THEREOF. THIS PARAGRAPH SHALL NOT APPLY TO SPONSOR.

15). THE SPONSOR OR ITS DESIGNEES SHALL HAVE THE RIGHT, WITHOUT THE CONSENT OF THE BOARD OF MANAGERS OTHER UNIT OWNERS OR THEIR MORTGAGEES, TO (I) MAKE ALTERATIONS, ADDITIONS OR IMPROVEMENTS STRUCTURAL AND NON- STRUCTURAL, ORDINARY AND EXTRAORDINARY, INTERIOR AND EXTERIOR, IN, TO AND UPON ANY UNITS OWNED BY IT. (II) CHANGE THE LAYOUT OR NUMBER OF ROOMS IN THE UNITS. (III) CHANGE THE SIZE AND/OR NUMBER OF UNITS BY SUBDIVIDING A UNIT, COMBINING SEPARATE UNITS (INCLUDING THOSE RESULTING FROM SUCH SUBDIVISION OR OTHERWISE) INTO ONE OR MORE UNITS OR ALTERING THE BOUNDARY WALLS BETWEEN UNITS OR OTHERWISE. (IV) REAPPORTION AMONG THE UNITS AFFECTED BY SUCH CHANGE THEIR APPURTENANT INTEREST IN THE COMMON ELEMENTS, PROVIDED, HOWEVER, THAT IN EACH INSTANCE SUCH ALTERATIONS OR CHANGES DO NOT IMPAIR THE STRUCTURAL SOUNDNESS OF THE UNIT OR THE BUILDING AND THE SPONSOR OR ITS DESIGNEE COMPLIES WITH ALL LAWS, ORDINANCES AND REGULATIONS OF ALL GOVERNMENTAL AUTHORITIES HAVING JURISDICTION AND SHALL HOLD THE BOARD OF MANAGERS AND ALL OTHER UNIT OWNERS HARMLESS FROM ANY LIABILITY ARISING THERE FROM. THE PROVISIONS OF THIS SUBPARAGRAPH MAY NOT BE AMENDED OR MODIFIED WITHOUT THE WRITTEN CONSENT OF THE SPONSOR.

16). THE BOARD OF MANAGERS WILL EXECUTE ANY APPLICATION OR OTHER DOCUMENT REQUIRED TO BE FILED WITH ANY GOVERNMENTAL AUTHORITY HAVING OR ASSERTING JURISDICTION IN CONNECTION WITH ANY SUCH INSTALLATION OR STRUCTURAL ADDITION, ALTERATION OR IMPROVEMENT MADE BY THE SPONSOR OR HIS DESIGNEE TO ANY UNIT, PROVIDED, HOWEVER, THAT NEITHER THE BOARD OF MANAGERS NOR THE OTHER UNIT OWNERS SHALL BE SUBJECTED TO ANY EXPENSE OR LIABILITY BY VIRTUE OF THE EXECUTION OF THE APPLICATION OR SUCH OTHER DOCUMENT.

17). NO RESIDENTIAL UNIT OWNER SHALL POST ANY ADVERTISEMENT OR POSTERS OF ANY KIND IN OR ON THE COMMUNITY EXCEPT AS AUTHORIZED BY THE BOARD OF MANAGERS.

18). IT IS PROHIBITED TO HANG GARMENTS, RUGS, ETC. FROM THE WINDOWS, BALCONIES, OR OTHER PARTS OF THE BUILDING OR TO STRING CLOTHES LINES ON OR OVER THE COMMON ELEMENTS (INCLUDING THE IRREVOCABLY RESTRICTED AREAS) OR TO USE ANY OF THE COMMON ELEMENTS FOR STORAGE PURPOSES EXCEPT STORAGE AREAS THAT

MAY BE ASSIGNED TO A UNIT OWNER AS A LIMITED COMMON ELEMENT. NO STORAGE OF FLAMMABLE LIQUIDS OR OTHER FLAMMABLE MATERIAL OR ANY VALUABLES SHALL BE STORED IN ANY STORAGE-AREAS. ALL PROVISIONS FOR SAFETY SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT OWNER AND THE UNIT OWNER SHOULD HAVE THEIR OWN INSURANCE COVERING THE STORAGE AREA.

19). NO RESIDENTIAL UNIT OWNER SHALL PAINT THE EXTERIOR SURFACES OF WINDOWS, WALLS OR DOORS OPENING OUT OF HIS UNIT.

20). NO TELEVISION OR RADIO ANTENNA OR ANY OTHER TYPE OF RECEIVING OR TRANSMITTING ANTENNA OR STRUCTURE SHALL BE ERECTED ON THE EXTERIOR OF THE BUILDING WITHOUT PRIOR WRITTEN CONSENT OF THE BOARD OF MANAGERS.

21). EACH UNIT OWNER SHALL KEEP HIS UNIT AND ITS APPURTENANT IRREVOCABLE RESTRICTED AREAS IN A GOOD STATE OF PRESERVATION, CONDITION, REPAIR AND CLEANLINESS IN ACCORDANCE WITH THE TERMS OF THE BY-LAWS.

22). THE SIDEWALKS, ENTRANCES, PASSAGES, PUBLIC HALLS, VESTIBULES, CORRIDORS AND STAIRWAYS OF OR APPURTENANT TO THE BUILDING SHALL NOT BE OBSTRUCTED OR USED FOR ANY PURPOSE OTHER THAN INGRESS TO AN EGRESS FROM THE RESIDENTIAL UNITS. NO VEHICLE BELONGING TO A UNIT OWNER, TO A FAMILY MEMBER OR A RESIDENTIAL UNIT OWNER, OR TO A GUEST, TENANT, SUBTENANT, LICENSEE, INVITEE, EMPLOYEE OR AGENT OF A RESIDENTIAL UNIT OWNER SHALL BE PARKED IN SUCH A MANNER AS TO IMPEDE OR PREVENT READY ACCESS TO ANY ENTRANCE TO, OR EXIT FROM THE BUILDING.

23). NO BABY CARRIAGES, BICYCLES, SCOOTERS OR SIMILAR VEHICLES SHALL BE ALLOWED TO STAND IN THE PUBLIC HALLS, PASSAGE WAYS, OR OTHER PUBLIC AREAS OF THE BUILDING.

24). NO ARTICLE (INCLUDING, BUT NOT LIMITED TO, GARBAGE CANS, BOTTLES OR MATS) SHALL BE PLACED OR STORED IN ANY OF THE HALLS OR ON ANY OF THE STAIRCASES OF THE BUILDING, NOR SHALL ANY FIRE EXIT THEREOF BE OBSTRUCTED IN ANY MANNER.

25). NOTHING SHALL BE HUNG OR SHAKEN FROM ANY DOORS, WINDOWS, BALCONIES OR PLACED UPON THE EXTERIOR WINDOW SILLS, OF THE BUILDING, AND NO RESIDENTIAL UNIT OWNER SHALL SWEEP OR THROW OR PERMIT TO BE SWEEPED OR THROWN, ANY DIRT, DEBRIS OR OTHER SUBSTANCE THEREFROM.

26). THERE SHALL BE NO PLAYING OR LOUNGING IN THE ENTRANCES, PASSAGES, PUBLIC HALLS VESTIBULES, CORRIDORS OR STAIRWAYS OF THE BUILDING, EXCEPT IN DESIGNATED RECREATIONAL AREAS, IF ANY OR OTHER AREAS DESIGNATED AS SUCH IN THE DECLARATION OR BY THE BOARD.

27). THE BOARD OR THE MANAGING AGENT MAY, FROM TIME TO TIME, CURTAIL OR RELOCATE ANY PORTION OF THE RESIDENTIAL LIMITED COMMON ELEMENTS DEVOTED TO STORAGE, RECREATION, OR SERVICE PURPOSES IN THE BUILDING.

28). NOTHING SHALL BE DONE OR KEPT IN ANY UNIT OR IN THE COMMON AREAS THAT WILL INCREASE THE RATE OF INSURANCE OF THE BUILDING OR THE CONTENTS THEREOF, WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD. NO RESIDENTIAL UNIT OWNER SHALL PERMIT ANYTHING TO BE DONE OR KEPT IN HIS RESIDENTIAL UNIT OR IN THE COMMON AREAS, THAT WILL RESULT IN THE CANCELLATION OF INSURANCE ON THE BUILDING, OR THE CONTENTS THEREOF, OR THAT WOULD BE IN VIOLATION OF ANY LAW. NO RESIDENTIAL UNIT OWNER OR ANY OF HIS FAMILY MEMBERS, AGENTS, SERVANTS, EMPLOYEES, LICENSEES, OR VISITORS SHALL AT ANY TIME, BRING INTO OR KEEP IN HIS RESIDENTIAL UNIT OR COMMON AREAS ANY INFLAMMABLE, COMBUSTIBLE, OR EXPLOSIVE FLUID, MATERIAL, CHEMICAL OR SUBSTANCE, EXCEPT AS SHALL BE NECESSARY AN)) APPROPRIATE FOR THE PERMITTED USES OF SUCH UNIT OR COMMON AREAS.

29). NO RESIDENTIAL UNIT OWNER SHALL MAKE, CAUSE OR PERMIT ANY UNUSUAL, DISTURBING OR OBJECTIONABLE NOISES OR ODORS TO BE PRODUCED UPON OR TO EMANATE FROM HIS RESIDENTIAL UNIT OR ITS APPURTENANT COMMON ELEMENTS OR PERMIT ANYTHING TO BE DONE THEREIN THAT WILL INTERFERE WITH THE RIGHTS, COMFORTS OR CONVENIENCES OF THE OTHER RESIDENTIAL UNIT OWNERS.

30). NO BIRD, REPTILE, OR ANIMAL SHALL BE PERMITTED, RAISED, BRED, KEPT OR HARBORED IN THE RESIDENTIAL UNITS UNLESS, IN EACH INSTANCE, THE SAME SHAVE BEEN EXPRESSLY PERMITTED IN WRITING BY THE BOARD OR MANAGING AGENT. ANY SUCH CONSENT, IF GIVEN, SHALL BE REVOCABLE AT ANY TIME BY THE BOARD OF THE MANAGING AGENT IN THEIR SOLE DISCRETION. IN NO EVENT SHALL ANY BIRD, REPTILE, OR ANIMAL BE PERMITTED IN ANY OF THE PUBLIC PORTIONS OF THE BUILDING UNLESS CARRIED OR ON LEASH. NO PIGEONS OR OTHER BIRDS OR ANIMALS SHALL BE FED FROM THE WINDOW SILLS, OR OTHER PUBLIC PORTIONS OF THE BUILDING, OR ON THE SIDEWALK OR STREET ADJACENT TO THE BUILDING. THE OWNER/INDIVIDUAL IN POSSESSION OF ANY BIRD, REPTILE OR ANIMAL DISCOVERED DEFECATING, SOILING OR DESTROYING ANY PUBLIC AREA , INCLUSIVE OF, BUT NOT LIMITED TO LOBBY, HALLWAYS, STAIRWELLS, ELEVATORS AND BUILDING PLAZA WILL BE FINED IN ACCORDANCE WITH SECTION 2, ARTICLE 3 OF THE HOUSE RULES.

31). NO RESIDENTIAL UNIT OWNER SHALL INSTALL ANY PLANTING IN THE COMMON AREAS WITHOUT PRIOR WRITTEN APPROVAL OF THE BOARD. IT SHALL BE THE RESPONSIBILITY OF THE RESIDENTIAL UNIT OWNER TO MAINTAIN ALL PLANTINGS IN THE RESIDENTIAL UNITS TO PREVENT ANY DAMAGE TO FLOORS AND WALLS. RESIDENTIAL UNIT OWNERS SHALL PAY THE COST OF ANY REPAIRS RENDERED NECESSARY, OR DAMAGE CAUSED BY

SUCH PLANTINGS.

32). IN THE EVENT THAT ANY RESIDENTIAL UNIT SHALL BE USED FOR HOME OCCUPATION OR PROFESSIONAL PURPOSES IN CONFORMANCE WITH THE DECLARATION AND THE BY-LAWS, NO PATIENTS, CLIENTS OR OTHER INVITEES SHALL BE PERMITTED TO WAIT IN ANY LOBBY, PUBLIC HALLWAY OR VESTIBULE.

33). NO WINDOW GUARDS OR OTHER WINDOW DECORATIONS SHALL BE USED IN OR ABOUT ANY RESIDENTIAL UNIT, EXCEPT SUCH AS SHALL HAVE BEEN APPROVED IN WRITING BY THE BOARD OR THE MANAGING AGENT, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED. IN NO EVENT, HOWEVER, SHALL ANY EXTERIOR GLASS SURFACE OR ANY WINDOWS AT TRE PROPERTY BE COLORED OR PAINTED.

34). NO VENTILATOR OR AIR CONDITIONING DEVICE SHALL BE INSTALLED IN ANY RESIDENTIAL UNIT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD, WHICH APPROVAL MAY BE GRANTED OR REFUSED IN THE SOLE DISCRETION OF THE BOARD.

35). NO RADIO OR TELEVISION AERIAL SHALL BE ATTACHED TO OR HUNG FROM THE EXTERIOR OF THE BUILDING, NO SIGN, NOTICE, ADVERTISEMENT OR ILLUMINATION (INCLUDING WITH OUT LIMITATION "FOR SALE", "FOR LEASE" OR" FOR RENT" SIGNS) SHALL BE INSCRIBED OR EXPOSED ON OR AT ANY WINDOW OR OTHER PART OF THE BUILDING, EXCEPT SUCH AS ARE PERMITTED PURSUANT TO THE TERMS OF DECLARATION AND/OR BY-LAWS OR SHALL HAVE BEEN APPROVED IN WRITING BY THE BOARD OR MANAGING AGENT. NOTHING SHALL BE PROJECTED FROM ANY WINDOW OF A RESIDENTIAL UNIT WITHOUT SIMILAR APPROVAL.

36). ALL RADIO, TELEVISION, OR OTHER ELECTRICAL EQUIPMENT OF ANY KIND OR NATURE INSTALLED OR USED IN EACH RESIDENTIAL UNIT SHALL FULLY COMPLY WITH ALL RULES, REGULATIONS REQUIREMENTS OR RECOMMENDATIONS OF THE NEW YORK BOARD OF FIRE UNDERWRITERS AND PUBLIC AUTHORITIES HAVING JURISDICTION, AND THE RESIDENTIAL UNIT OWNER ALONE SHALL BE LIABLE FOR ANY DAMAGE OR INJURY CAUSED BY ANY RADIO, TELEVISION, OR OTHER ELECTRICAL EQUIPMENT.

37). WATER CLOSETS AND OTHER WATER APPARATUS IN THE BUILDING SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN THOSE FOR WHICH THEY WERE DESIGNED, AND NO SWEEPINGS, RUBBISH, RAGS, OR ANY OTHER ARTICLE SHALL BE THROWN INTO THE SAME. ANY DAMAGE RESULTING FROM MISUSE OF ANY WATER CLOSETS OR OTHER APPARATUS IN A RESIDENTIAL UNIT SHALL BE REPAIRED AND PAID FOR BY THE OWNER OF SUCH RESIDENTIAL UNIT.

38). THE AGENTS OF THE BOARD OR THE MANAGING AGENT AND ANY CONTRACTOR OR WORKMAN AUTHORIZED BY THE BOARD OR THE MANAGING AGENT, MAY ENTER ANY ROOM IN A RESIDENTIAL UNIT AT ANY REASONABLE HOUR OF THE DAY, ON AT LEAST ONE

DAY'S PRIOR NOTICE TO THE RESIDENTIAL UNIT OWNER, FOR THE PURPOSE OF INSPECTING SUCH RESIDENTIAL UNIT FOR THE PRESENCE OF ANY VERMIN, INSECTS OR OTHER PESTS AND FOR THE PURPOSE OF TAKING SUCH MEASURES AS MAY BE NECESSARY TO CONTROL OR EXTERMINATE ANY SUCH VERIVIIN, INSECTS, OR OTHER PESTS, HOWEVER, SUCH ENTRY, INSPECTION, AND EXTERMINATION SHALL BE DONE IN A REASONABLE MANNER SO AS NOT TO UNREASONABLY INTERFERE WITH THE USE OF SUCH UNIT, FOR ITS PERMITTED PURPOSE.

39). THE BOARD OR MANAGING AGENT MAY RETAIN A PASS-KEY TO EACH RESIDENTIAL UNIT. IF ANY LOCK IS ALTERED OR A NEW LOCK IS INSTALLED, THE BOARD OR MANAGING AGENT SHALL BE PROVIDED WITH A KEY THERETO IMMEDIATELY UPON SUCH ALTERATION OR INSTALLATION. IF THE RESIDENTIAL UNIT OWNER IS NOT PERSONALLY PRESENT TO OPEN AND PERMIT AN ENTRY TO HIS RESIDENTIAL UNIT AT ANY TIME WHEN AN ENTRY THEREIN IS NECESSARY OR PERMISSIBLE UNDER THESE RULES AND REGULATIONS OR UNDER THE BY-LAWS, AND HAS NOT FURNISHED A KEY TO THE BOARD OR THE MANAGING AGENT, THEN THE BOARD OR MANAGING AGENT OR THEIR AGENTS (BUT, EXCEPT IN AN EMERGENCY, ONLY WHEN SPECIFICALLY AUTHORIZED BY AN OFFICER OF THE CONDOMINIUM OR AN OFFICER OF THE MANAGING AGENT) MAY FORCIBLY ENTER SUCH RESIDENTIAL UNIT WITHOUT LIABILITY FOR DAMAGES OR TRESPASS BY REASON THEREOF (IF, DURING SUCH ENTRY, REASONABLE CARE IS GIVEN TO SUCH RESIDENTIAL UNIT OWNER'S PROPERTY).

40). IF ANY KEY OR KEYS ARE ENTRUSTED BY A RESIDENTIAL UNIT OWNER, BY ANY FAMILY MEMBER THEREOF, OR BY HIS AGENT, SERVANT, EMPLOYEE, LICENSEE OR VISITOR TO AN EMPLOYEE OF THE CONDOMINIUM OR OF THE MANAGING AGENT, WHETHER FOR SUCH UNIT OWNER'S UNIT OR AUTOMOBILE, TRUNK, OR OTHER ITEM OF PERSONAL PROPERTY, THE ACCEPTANCE OF THE KEY SHALL BE AT THE SOLE RISK OF SUCH RESIDENTIAL UNIT OWNER, AND NEITHER THE BOARD NOR THE MANAGING AGENT SHALL (EXCEPT AS PROVIDED IN RULE (r) ABOVE) BE LIABLE FOR INJURY, LOSS OR DAMAGE OR ANY NATURE WHATSOEVER. DIRECTLY OR INDIRECTLY RESULTING THEREFROM OR CONNECTED THEREWITH.

41). NO OCCUPANT OF THE BUILDING SHALL SEND ANY EMPLOYEE OF THE CONDOMINIUM OR OF A MANAGING AGENT OUT OF THE BUILDING ON ANY PRIVATE BUSINESS.



## SECTION II

1). ANY CONSENT OR APPROVAL GIVEN UNDER THESE RULES AND REGULATIONS MAY BE AMENDED, REVISED, MODIFIED, ADDED TO, OR REPEALED AT ANYTIME BY RESOLUTION OF THE BOARD. FURTHER, ANY SUCH CONSENT OR APPROVAL MAY, IN THE DISCRETION OF THE BOARD OF THE MANAGING AGENT, BE CONDITIONAL IN NATURE.

2). COMPLAINTS REGARDING SERVICE OF THE CONDOMINIUM SHALL BE MADE IN WRITING TO THE BOARD OR TO THE MANAGING AGENT.

3). UPON RECEIPT BY THE PRESIDENT OF THE BOARD OF MANAGERS OR BY THE MANAGING AGENT, OF A SIGNED WRITTEN COMPLAINT ALLEGING VIOLATION OF ANY OF THE HOUSE RULES OR OTHER PROVISIONS OF THE BY-LAWS AS HEREIN ESTABLISHED OR HEREAFTER ESTABLISHED OR ADOPTED BY THE BOARD OF MANAGERS, THE PRESIDENT OF THE BOARD, OR IN HIS OR HER ABSENCE THE VICE PRESIDENT TOGETHER WITH A MINIMUM OF TWO (2) OTHER BOARD MEMBERS, WITHOUT FORMAL MEETING OF THE BOARD, SHALL MAKE A DETERMINATION AS TO THE VALIDITY OF THE COMPLAINT. ANY RESIDENTIAL UNIT OWNER ACCUSED

OF A VIOLATION OF THE HOUSE RULES OR OTHER PROVISIONS OF THE BYLAWS SHALL BE ENTITLED TO RECEIVE WRITTEN NOTICE BY REGISTERED MAIL OF SUCH ACCUSATION. THE WRITTEN NOTICE SHALL CONTAIN THE FOLLOWING STATEMENTS:

A). A COPY OF THE RULE OR REGULATION THE RESIDENTIAL UNIT OWNER HAS VIOLATED AND A DESCRIPTION OF A MANNER IN WHICH THE RESIDENTIAL UNIT OWNER VIOLATED THE RULE OR REGULATION.

B). A TIME AND PLACE AT WHICH THE RESIDENTIAL UNIT OWNER SHALL BE GIVEN THE OPPORTUNITY TO PRESENT A DEFENSE BEFORE FINAL ACTION IS TAKEN.

IF, AFTER SAID NOTICE AND HEARING IT IS DETERMINED THAT THE COMPLAINT IS VALID AND JUSTIFIED THE MANAGING AGENT SHALL BE DIRECTED TO SEND WRITTEN NOTICE TO THE VIOLATOR. IF THE VIOLATION IS NOT CORRECTED OR ELIMINATED WITH A PERIOD OF THREE (3) DAYS FROM THE RECEIPT OF SUCH NOTICE, ANOTHER NOTICE WILL BE SENT LEVYING A FINE OF UP TO \$50.00. UPON THE VIOLATOR, SUCH FINE IS TO BE CONSIDERED AS AN ADDITIONAL COMMON CHARGE TO THE ACCOUNT OF THE VIOLATOR AND SHALL BE TREATED AS SUCH

REGARDING LATE PENALTIES AND A LIEN UPON THE PROPERTY AS ELSEWHERE PROVIDED FOR IN THE DECLARATION OF CONDOMINIUM OR BY-LAWS. IF AFTER IMPOSITION OF A FINE THE VIOLATION IS NOT CORRECTED OR ELIMINATED, THE BOARD OF MANAGERS MAY ASSESS ADDITIONAL FINES OF UP TO \$50.00 EACH AFTER SERVING WRITTEN NOTICE UPON THE VIOLATOR AS PROVIDED FOR ABOVE. IF THE VIOLATION RESULTS IN A LOSS OF OR DAMAGE TO PROPERTY CLASSIFIED AS COMMON AREA, THE BOARD OF MANAGERS SHALL ITSELF OR DIRECT MANAGING

AGENT, IF EMPLOYED, TO HAVE SAID LOSS OR DAMAGE REPAIRED OR REPLACED AND THE ACTUAL COST OF SAID REPAIR OR REPLACEMENT SHALL BE ASSESSED TO THE VIOLATOR AS AN ADDITIONAL COMMON CHARGE.

### SECTION III

1). THE PROVISIONS SET FORTH ABOVE SHALL NOT BE APPLICABLE TO THE SPONSOR. THE SPONSOR, ITS NOMINEES AND AGENTS SHALL HAVE THE RIGHT AND PRIVILEGE TO MAINTAIN GENERAL AND LOCAL SALE OFFICES IN AND ABOUT THE CONDOMINIUM, INCLUDING ANY MODEL UNITS LOCATED WITHIN THE BUILDING, AND SHALL HAVE THE RIGHT AND PRIVILEGE TO HAVE THEIR REPRESENTATIVES. EMPLOYEES AND AGENTS PRESENT ON THE CONDOMINIUM PREMISES TO SHOW THE UNITS TO PROSPECTIVE PURCHASERS, TO UTILIZE THE COMMON ELEMENTS, AND WITHOUT LIMITATION, TO DO ANY AND ALL THINGS NECESSARY AND INCIDENT TO THE SALE OF THE UNITS, WITHOUT CHARGE OR CONTRIBUTION OTHER THAN IN THE FORM OF COMMON CHARGE PAYMENTS AS OTHERWISE PROVIDED FOR HEREIN.

2). THE SPONSOR SHALL HAVE THE RIGHT TO CONTINUE TO EMPLOY SIGNS OF ITS CHOICE UPON THE CONDOMINIUM PREMISES IN ITS EFFORTS TO RENOVATE AND SELL THE UNITS. INCIDENT TO THE RIGHTS AND PRIVILEGES PROVIDED FOR HEREIN, THE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, GUEST AND INVITEE'S OF THE SPONSOR, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT TO INGRESS AND EGRESS TO AND THROUGHOUT THE COMMON ELEMENTS OF THE CONDOMINIUM, THE LAST TWO PARAGRAPHS OF THIS ARTICLE VIII MAY NOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE SPONSOR SO LONG AS THE SPONSOR CONTINUES TO OWN ONE OR MORE UNSOLD UNITS.

Addendum to House Rules May 2013

#42 Deliveries of furniture, appliances and carpeting (including carpet installation) is allowed

M-F 8:30-5:00 pm only

**PARK LANE CONDOMINIUMS  
ADDENDUM TO AMENDED HOUSE RULES (11/6/11)**

**ADMINISTRATIVE CHARGE SCHEDULE  
EFFECTIVE JULY 1, 2012 (REVISED MAY 9, 2013)**

<b><u>VIOLATION</u></b>	<b><u>CHARGE</u></b>
1- Moving In/Out, Delivery of Furniture, Appliances, Carpeting, and the like during unauthorized days/hours (MON-FRI 8:30 A.M-5:00 P.M NO WEEKENDS OR HOLIDAYS)	\$200.00
2- Renovation work that creates noise during unauthorized hours	\$100.00
3- Throwing cigarettes, food, etc. off of balconies or out windows	\$500.00
4- Smoking in the common areas	\$500.00*
5- Dog Litter in any common area	\$100.00
6- Late common charge payments per month	\$50.00
7- Improper garbage/recyclable disposal	\$50.00
8- Barbequing on terraces/balconies	\$500.00*
9- Littering in common areas or Park Lane property	\$50.00
10- Obstruction in common hallways	(First Offense) \$50.00* (Second Offense) \$100.00
11- Disturbing other residents	(First Offense) Warning Letter (Second Offense) \$100.00
12- Vandalism of Property	\$500.00
13- New Dogs harbored in apartments (plus any legal fees incurred in eviction proceedings of dog)	\$500.00
14- Visiting Dogs	\$100.00

The above charges are based on "each occurrence". In addition, the Board, at their discretion, can impose administrative charges relating to other offenses (not listed) if they deem it necessary.

\*Violations of NYC Code/Regulations – Unit Owners will be responsible for any fines imposed on the Condominium as a result of violation by a unit owner or their tenant(s).

This charge list may be modified from time to time.

# **ADDENDUMS**

## **ADDENDUM TO RULE #1 (ADAPTED MAY 2013)**

DELIVERIES OF FURNITURE, APPLIANCES AND CARPETING (INCLUDING CARPET INSTALLATION) IS ALLOWED M-F 8:30A.M-5:00P.M ONLY (NO WEEKENDS OR HOLIDAYS).

## **ADDENDUM TO RULE #30 (ADAPTED OCTOBER 2013)**

NO DOG OF ANY SIZE SHALL BE PERMITTED IN THE BUILDING. ANY INCIDENTS THAT CAUSE PHYSICAL HARM TO ANYONE LIVING OR VISITING THE BUILDING IS THE SOLE RESPONSIBILITY OF THE OWNER AND THE PARK LANE BOARD AND OR BUILDING AND MANAGEMENT COMPANY WILL NOT BE HELD LIABLE. FURTHERMORE, ANY DAMAGE TO COMMON AREAS CAUSED BY A DOG WILL BE BILLED DIRECTLY TO THE OWNER.

GRANDFATHERED DOGS CANNOT BE REPLACED ON THEIR PASSING BY A NEW DOG.