

Rules and Regulations

Chatham in Chelsea Condominium
c/o ABC Realty
152 West 57th Street, 12th Floor
New York, NY 10019
Telephone: (212) 307-0500

Below are the 42 Rules and Regulations contained in Schedule A of the Condominium By-Laws:

- 1.** The Residential Units may be used only for private residential use, except that a Residential Unit Owner may use a portion of his or her Residential Unit for any home occupation use, including as a professional office, permitted under the then existing Certificate of Occupancy covering such Unit, applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. 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. No illuminated or other sign may be used in connection with the aforementioned use without the prior written consent of the Board of Managers. Except as set forth above, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise shall be conducted, maintained or permitted in any part of the Residential Units or Common Elements.
- 2.** No "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted in any Residential Unit or adjoining Common Elements, nor shall any Residential Unit be rented for transient, hotel or motel purposes. Notwithstanding the foregoing, Sponsor and Sponsor-designees reserve the right to place "For Sale", "For Rent", "For Lease" or similar signs on any unoccupied Units or unsold Units. Notwithstanding the foregoing, Sponsor and Sponsor-designees also shall have the right to place "For Sale", "For Rent", "For Lease" or similar signs on or in the vicinity of the Building. Additionally, as previously set forth, Sponsor, and its designee, reserves the right to maintain and staff one or more vacant and Unsold Units as a sales office and/or model Unit.
- 3.** No portion of a Unit other than the entire Unit may be leased.
- 4.** No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the consent of the Condominium Board or the Managing Agent in each instance.
- 5.** Unless expressly authorized by the Condominium Board in each instance, not less than eighty (80%) percent of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.
- 6.** 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 Condominium Board or the managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property, be colored or painted.
- 7.** No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Residential Unit without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board nor shall anything be projected out of any window of any Residential Unit without similar approval.
- 8.** Upon request of any Unit Owner, the Board of Managers shall allow the installation of any hook up necessary to provide cable television service to the Units. However, no radio or television aerial shall be attached to or hung by a Residential Unit Owner from the exterior of the Building without written approval of the Board of Managers and nothing shall be projected from any window of a Residential Unit without approval in writing by the Condominium Board or the managing Agent.

9. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

10. No Residential Unit Owner shall be allowed to put his or her name on any entry to the Building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes. Except as otherwise provided in the Condominium Documents, no sign, notice, lettering or advertisement shall be inscribed or exposed on or at any window, door, or other part of a Residential Unit or adjoining Common Element without prior written approval of the Board of managers, nor shall anything be projected out of any window of the Building without similar prior written approval.

11. No exterior of any Residential Unit, including the terraces or the windows or doors thereof or any other portions of the Common Elements shall be painted or decorated by any owner in any manner, and no change shall be made in the design of the balcony rails, without prior written consent of the Board of Managers or except as provided in the By-Laws.

12. Plantings on any terrace or balcony shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace or balcony surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace or balcony, but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

13. Each Unit Owner shall keep his or her Unit and its appurtenant Limited Common Elements in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

14. All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct. No refuse from the Units shall be sent to the basement of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct.

15. No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung or shaken from any doors, windows, open terraces or open balconies, or placed upon the window sills, of the Building, and no Unit owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

16. Unit Owners shall be permitted to keep animals as pets provided that any pet does not interfere with the use and enjoyment of the Building by the other Unit Owners. In no event shall dogs or cats be permitted in any of the public portions of the Building unless carried or on a leash. Each Unit Owner who keeps an animal in the Building shall indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having an animal in the Building. Notwithstanding the foregoing, the Board of Managers shall have the right to limit the number of animals kept by a Unit owner or to prohibit an animal which the Board of Managers determines to be interfering with the use and enjoyment of the Building by the other Unit Owners.

17. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

18. No Residential Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners for adjoining Units; nor shall any nuisance or immoral activity be committed or permitted to occur in or about any Residential Unit or upon any part of the Common Elements.

19. 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 or her Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit between midnight and the following 8:00 a.m., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 p.m. and the following 9:00 a.m. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 a.m. and 5:00 a.m., unless such construction or repair work is necessitated by an emergency.

20. (a) All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

(b) Any Unit Owner moving into or out of the Condominium due to the transfer of title of a Unit must deposit with the Managing Agent the sum of \$500, said sum to be returned after the move or the balance, if any, of said sum to be returned after the repair of any damage caused by said move.

21. Any damage to the Building or equipment caused by Unit Owners, Unit Owners' Family Members, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

22. No Unit Owner shall engage any employee of the Condominium for any private business of the Unit Owner without prior written consent of the Board of Managers.

23. No Residential Unit Owner or any Unit Owner's Family Member, visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in the heating, electrical or mechanical equipment areas without the express permission of the Board of Managers.

24. No Unit Owner shall interfere in any manner with any portion of the heating or lighting apparatus which are part of the Common Elements and not part of the Unit owner's Unit.

25. No Unit Owner shall use or permit to be brought into the Building any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the prior written consent of the Board of Managers.

26. Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and for providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited. No part of the Common Elements shall be used for general storage purposes, except maintenance storage or where specifically designated as such. Nothing shall be done on or to the Common Elements in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.

27. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a Family Member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a 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 by another vehicle.

28. No scooters or similar vehicles shall be taken or from the Building through the main entrance or shall be allowed in any of the elevators of the Building other than the elevator designated by the Condominium Board or the Managing Agent for such purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the building.

29. No personal articles (including, but not limited to, garbage cans, bottles or mats) and no furniture, artwork, equipment or doormats shall be placed or stored in entrances, hallways, stairways, or other Common Elements. No Residential Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in entrances, hallways, stairways or other General Common Elements. Notwithstanding the foregoing, a Residential Unit Owner has the right to change the lock on the door to his or her Unit or to add an additional lock provided that such lock has a brushed bronze finished cylinder.

30. There shall be no playing or lounging in the entrances, passages, public halls, elevators, vestibules, corridors stairways, or fire towers of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Condominium Board.

31. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the General Common Elements devoted to storage, recreation, or service purposes in the Building.

32. Nothing shall be done or kept in any unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law.

33. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, paper, ashes or any other article shall be thrown into the same. Contact the Superintendent about all clogged pipes or other plumbing drainage problems. Do not use chemical drain cleaners or clog removers of any kind (for example, Drano). Chemical clog removers damage the pipes. Any damage resulting from misuse of any water-closets or other apparatus shall be repaired and paid for by the Unit Owner causing such damage.

34. Sponsor or its designee, the agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

35. The agents of the Condominium Board or the Managing Agent, and any contractor or workman authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one days prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

36. The Condominium Board or the Managing Agent shall retain a pass-key to each Residential Unit. No Residential Unit Owner shall change any lock on any door leading into his or her Residential Unit without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Residential unit owner must provide the Board of Managers with a key to such changed lock for their use. If a Residential Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit promptly after such Unit owner moves into his or her Unit, then Sponsor shall be automatically released from any obligation it may have for correcting defects in or making repairs to such Unit. If Sponsor or the Board of Managers must gain access to a Residential Unit for emergency purposes and a Residential Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Residential Unit Owner shall be liable and responsible for any damage to the Common Elements or such Residential Unit caused by Sponsor or the Board of Managers in gaining access to such Unit. Furthermore, if the Residential Unit Owner is not personally present to open and permit an entry to his or her 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 condominium Board or the Managing Agent, then the Condominium 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 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).

37. If any key or keys are entrusted by a Unit Owner, to any Family Member thereof, or by his or her 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 an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium Board nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

38. No Unit owner or other occupant of the Building shall use any employee of the Condominium or of the Managing Agent for private business or send any employee of the Condominium or of the Managing Agent out of the Building on any private business without the written consent of the Condominium Board except as a real estate broker for the sale or lease of a Unit.

39. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

40. Complaints regarding the management of the Building and grounds or regarding the action of other Unit owners shall be made in writing to the Board of Managers.

41. Please be advised that all common charges and other related condominium charges are due on the first of the month. A grace period of 10 days is granted to all unit owners to ensure that aforementioned payments are received by the condominium in a timely manner. There is a \$50 late fee for any common charge payments received after the 10th of the month it's due. There will also be a \$50 late fee for all other account balance charges received after the 10th of the month, including, but not limited to, architectural, engineering, legal, administrative, and house rules violation fees. Disputes regarding charges must be made in writing to the Board of Managers and sent directly to the managing agent, Ralph Davis at ABC Realty. Otherwise, late fees will compound. We respectfully recommend that you send your checks no later than the first of the month, and that those unit owners who pay on-line to please notify your banks accordingly. Thank you for your anticipated cooperation as your prompt payment of common charges are necessary for the proper cash flow operation of the condominium.

42. The Rules and Regulations govern the use of the Units and Limited Common Elements and may be amended from time to time by the Board of Managers.