

201 WEST 16 OWNERS CORPORATION

HOUSE RULES

Revised 07/01/25

The following House Rules for 201 West 16 Owners Corporation, which were duly promulgated by the Board of Directors of the Corporation in 1996 and amended from time to time, were duly revised by the Board of Directors on July 1, 2025. They supersede and replace all prior House Rules and policy statements previously in effect with respect to the property located at 201 West 16th Street, New York, New York (the "Building"):

These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of 201 West 16 Owners Corporation (the "Lessor"). Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

These House Rules are binding on the shareholders of 201 West 16 Owners Corporation (the "Lessees"), all occupants of their apartments, including family members and subtenants, and all guests or occasional visitors to the apartments, as well as all tenants residing in apartments owned by the holder of unsold shares or by the Lessor.

I. Security

- A. Keys. All Lessees are required to maintain a complete set of keys to their apartment with the Superintendent. Such keys shall be kept in a lock-box for use to gain access to apartments in cases of emergency only. Lessees offering their apartments for sale or sublet must make arrangements for the brokers to gain entry to their apartments. The building staff will not furnish keys to brokers or prospective purchasers or subtenants under any circumstances. The possession of a key does not represent a ticket for admission.
- B. Staff/Service Issues. No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee. Complaints regarding the service or staff of the building shall be made in writing to the Managing Agent of the Lessor.
- C. Unaccompanied Overnight Guests. Resident guest(s) who will be staying overnight in your apartment in your absence must comply with certain security rules. The Shareholder must to apply to the Board of Directors for this privilege. (This is not for the persons who clean your apartment, walk your dog, or feed your cat, etc. during the day.) The required information is necessary for the building to have on file for the security of all residents. When a shareholder is expecting a guest(s) in their absence (whether you have given your keys to them in advance or expect the doorman to give them keys), please complete the Unaccompanied Overnight Guest form and have it approved by our Building Manager or a Board Member. Allow 72 hours prior to guest arrival for this to be processed. When the guest(s) arrive, the doorman will ask for identification so there is no question as to who is asking for access to your apartment. (Possession of a key is not admission to the building.) Forms for this purpose are available from the doormen or at super@201west16.org. The completed forms will be held in a secure location by management in order to keep the information confidential.
- D. Open Houses. Notify the building's Superintendent of the schedule for the Open House no later than 3:00 PM on the Friday before the planned Sunday's date. Notify the building's Superintendent of the schedule for non-Sunday Open Houses at least 48 hours in advance. Telephone: 212 255-2544 or super@201west16.org. The Real Estate Broker must station a person in our lobby to collect names and addresses of the attendees of the Open House, and direct the attendees to the correct apartment. These records must be maintained a minimum of four (4) weeks, and be provided to the co-op upon request. The

Real Estate Broker must also station a second person in the apartment being exhibited for the entire duration of the Open House period. Those attending the Open House must not be left unattended.

II. Common Areas

A. Hallway Decorations. No public hall shall be decorated or furnished by any Lessee in any manner without the prior consent of the Board of Directors and of all the Lessees to whose apartments such hall serves as a means of ingress and egress; in the event of disagreement among such Lessees, the Board of Directors shall make a final determination.

B. Obstructions/Play. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress and egress from the apartments in the building, and the fire towers shall not be obstructed in any way. No article shall be placed in the halls or in the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the exterior window sills of the building. No bicycles, scooters, baby carriages or similar vehicles shall be allowed to stand in the public halls, passageways, stairs or areaways of the building. Play of any type is not permitted in the public halls, stairways, fire towers, elevators or roof deck.

laundry. Residents shall not have access to the unimproved area of the roof.

C. Common Areas. Parking, storage of, charging or use of any transportation device that utilizes a rechargeable battery, include, but not limited to, e-bikes, e-scooters, hoverboards and Segway products may ONLY be performed in the designated areas of the building and/or designated areas outside the building.

Removal of the battery and storing/charging of the battery outside the designated areas is also included in the above requirement.

D. Lobby Use. No patient or client of any doctor or therapist or other authorized use who has offices in the building shall be permitted to wait in the lobby.

E. Laundry/Storage. Lessees may use the available laundry facilities only during such hours as may be designated by the Lessor or the Managing Agent. The Lessor shall have the right from time to time to curtail or relocate any building space devoted to storage or laundry purposes.

F. Rooftop Terrace Use. The Roof Deck is open from 7:00 a.m. to 11:00 p.m. All guests to be accompanied by a resident of the building. Minors must be accompanied by an adult at all times. Voices and noise shall be kept to a moderate level in consideration of residents living under the roof deck. Roof deck must be left clean by using the available trash bins and/or removing refuse before leaving the roof deck. The following activities are strictly prohibited on the roof deck: Smoking; open flames/candles; loud music; storage of personal property; tampering with the plantings, furniture or systems; parties, unless advance permission is obtained from the Board of Directors; throwing around any objects; placing objects on top of railings; or littering. Violators are subject to fines and loss of roof deck privileges.

III. Entente Cordiale

A. Noise. No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. Lessees shall not play upon any musical instrument or permit to be operated any phonograph, radio, CD player, television or

other sound emitting device, or allow their pets to create noise in their apartment between the hours of 11:00 p.m. and the following 8:00 a.m. if the noise would disturb or annoy other occupants of the building.

- B. Pets. Lessees shall be permitted to keep domestic pets in their apartments, but in no event shall dogs be permitted on elevators or in any of the public portions of the building unless properly leashed. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or other public portions of the building.
- C. Floor Covering. Unless expressly authorized by the Board of Directors in each case, 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% of the floor area of each room excepting only kitchens, bathrooms, closets and hallways.
- D. Tours/Filming. No group tour, exhibition and/or professional filming of any apartment or its contents shall be conducted, nor shall any auction sale be held, in any apartment without the consent of the Lessor or the Managing Agent.

IV. Construction Related

- A. Protrusions. No awnings, window air-conditioning units or ventilators shall be used in or about the building except as expressly approved in writing by the Lessor, nor shall anything be projected out of the window of the building without similar approval. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except as expressly approved in writing by the Lessor or the Managing Agent. No radio or television antenna or dish shall be attached to or hung from the exterior of the building without the prior written approval of the Lessor or the Managing Agent.
- B. Service Workers. Construction tradesmen, appliance repairmen, messengers and deliverymen shall use such means of ingress and egress as shall be designated by the Lessor. Hand trucks, carts and heavy and bulky baggage —and all move ins/outs shall be taken in or out of the building through the service entrance, unless otherwise directed by the Superintendent.
- C. Terraces. Lessees shall not install any plantings on the terraces, balconies or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood, fiberglass, steel or other suitable exterior grade material impervious to moisture and standing on supports at least two inches from the terrace floor, balcony or roof structure, and if adjoining a wall, at least 3 inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. It shall be the responsibility of the Lessees to maintain the containers in good condition and the drainage system in good operating order.
- D. Apartment Renovations. Apartment renovations are divided into two categories, minor and major:
 - (1) Minor Alterations. Minor alterations include such items as apartment painting, floor sanding, kitchen floor tiling, construction of closet shelving and bookcases, window air conditioning installation and other minor items. The Superintendent maintains a supply of request forms in his office for completion by the Lessees to request permission to make minor alterations. Once this form is completed, it will be reviewed by the Board of Directors. A refundable security deposit is required (see schedule of fees for amount);

(2). Major Alterations. Major alterations include the modification of any building system, including electrical, plumbing, walls, kitchen cabinet installation or similar major alterations. For all major alterations, the following steps must be taken:

(a). An "Alteration Agreement" must be signed, which is prepared by the Managing Agent.

(b). Plans and specifications must be submitted to the Managing Agent, who in turn will send them to the building's architects/engineers for their review. A New York City Building permit must also be obtained if so, noted by the Building's review architect. A digest of Construction Rules and Regulations is attached as Appendix A.

(3). Fee Schedules. See the fee schedule attached for fees for the preparation for the Alteration Agreement by the Managing Agent. See fee schedule attached for the refundable security deposit to ensure compliance with the rules and protection of the building's common areas; See fee schedule attached for the per month/week alteration fee will be charged to the shareholder and charged back to their maintenance bill. Note that any fraction of a month or week that construction activities of any type occur is chargeable as if it were a whole month or week; there is no proration of this charge. The fee charged by the building's architect and/or engineer to review the plans, or any follow up inspections will be added to the Lessees' maintenance bills.

(4). Alteration-Electrical. Alterations of any type to the apartment's electric service will be subject to the following requirement. No new electrical outlets may be added to the existing fuse boxes. The addition of electric outlets must be accompanied by the replacement of the fuse box with a New York City approved circuit breaker panel. The lessor will contribute towards this replacement in accordance with the attached fee schedule. The balance of the cost, if there is any, is entirely the responsibility of the Lessee.

(5). Enhanced Electric. If the shareholder elects to enhance the electric service to their apartment, this work must be engineered by a NYS Licensed engineer. The building will make charges for this enhancement in accordance with the attached fee schedule.

(6). Alteration — Plumbing. Alterations of any type to the plumbing fixtures or pipes in the apartment will be subject to the following requirements: No new or replacement sink, toilet, tub, dishwasher, bidet, or shower may be simply "added or changed/replaced" onto the existing plumbing. Any change whatsoever to the existing fixtures requires the replacement of that branch line of plumbing, both hot and cold water, and drain back to the appropriate plumbing riser. This replacement includes replacement of the valves under each sink and the main valves to the apartment unit. The Lessor will make a contribution toward this expense in accordance with the attached fee schedule. The balance of the cost, if there is any, is entirely the responsibility of the Lessee. The building's Superintendent will guide the Lessees' plumber (or the building's plumber, if the Lessee prefers) to the appropriate riser. The Superintendent and the building's review architect will supervise the performance of the work.

V. Maintenance Related

- A. Plumbing Care. Toilets, sinks, tubs, drains and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, "wet wipes" or similar, rags or any other article be placed into the toilets, sinks or tubs. The cost of repairing any damage resulting from misuse of any these appliances, fixtures or other apparatus shall be paid for by the Lessee in whose apartment the misuse occurred.

- B. Window Cleaning. Lessees shall keep the windows of the apartment clean. In case of refusal or neglect of a Lessee within 10 days after notice in writing from the Lessor or the Managing Agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for that purpose and to charge the cost of such cleaning to the Lessee as additional rent.
- C. Apartment Inspection. The agents of the Lessor, and any contractor or workman authorized by the Lessor, 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 control hoarding or exterminate any vermin, insects or other pests, or for any building management or maintenance purposes. If the Lessor takes measures to control or exterminate carpet beetles, lice, bedbugs or other insects or pests, the cost thereof shall be payable by the Lessees, as additional rent.
- D. Apartment Repairs.
- (1). The Lessor will perform the following repair work in apartments free of charge: Replace/repair toilet flushometer (the apparatus on non-tank toilets that regulates the water flow); repair leaking faucets/spigots; repair malfunctioning radiators; and repair noisy faucets.
 - (2). The Lessor will perform the following repair work in apartments for the cost of materials and/or parts (the cost of the materials and parts will appear on the Lessee's monthly maintenance bills): Repair leaking drains at sink or tub; unclog drains; re-caulk tub tiles (for leak prevention-not aesthetics); and replace loose or missing ceramic tiles (for leak prevention-not aesthetics).
 - (3). All other repairs are the responsibility of the Lessees. Upon request, the Superintendent will recommend reputable service companies to assist Lessees in the upkeep of their apartments.
 - (4). In the event of an emergency, the Superintendent is available 24 hours a day. The Doorman on duty will be able to contact the Superintendent at all times.

VI. Refuse and Recycling

- A. The Lessor has adopted procedures for the disposal of garbage and for the collection of materials for recycling. Specific guidelines are posted at the stairway landing near the compactor chute. The postings on each landing specify exactly which materials fall into each category of waste. Lessees, tenants, subtenants, guests, contractors and household employees are expected to abide by these rules. The building staff will answer any questions about the policy. The Superintendent must be notified of any drips, or moist refuse appearing on the compactor closet floor and corridors.
- B. Ordinary household garbage not subject to NYC Recycling efforts is to be bagged, tied and pushed down the compactor chute. Garbage bags and vacuum cleaner bags must never be emptied directly into the garbage chute. Such dust, dirt, etc. should be wrapped in a bag or package, securely tied, and placed through the hopper door panel into the garbage chute.

- C. Bulky and/or hazardous garbage is to be placed neatly on the landing for staff pick-up. This includes (but is not limited to) appliances, toys, furniture, aerosol cans or pump sprays, paint cans, chemical containers, ceramics, light bulbs, mirrors, wood, wire hangers, flammable materials, stereos, televisions, radios, computers, clothing and potted plants.
- D. Materials for recycling are to be placed neatly on the landing for removal by the staff. Such materials include plastic and glass bottles and jugs, metal cans, aluminum foil, newspapers, magazines, catalogs, food waste and corrugated cardboard.
- E. Construction materials are not to be placed down the chute or left on the landing. The Lessee and contractor must arrange with the Superintendent for proper removal at Lessee's or contractor's expense. Construction and demolition materials include tiles, paint chips, plaster, wallboard, wood, carpet, flooring, pipes fixtures, etc.

VII. Financial

A. Due Date of Charges. Maintenance and other charges are due on the first day of each month. Payment is considered late when received after the 15th of the month, irrespective of the date of the postmark. When payment for maintenance or other charges is late, a late fee will be charged, on the second month yet an additional charge will be made, and after the fourth month yet further fee will be charged each month thereafter. See the schedule of fees attached hereto for the listing of late fees. All legal fees and other expenses incurred in the collection of maintenance and other charges is the responsibility of the shareholder and will be billed to the shareholder as additional rent.

B. Refinancing of Mortgages, Second Mortgages and HELOC. These instruments are subject to certain financial and documentation requirements. Information on the requirements for each type are maintained by the Managing Agent of the building.

VIII. Moving Related

- A. A notice of intent to move, and the date on which the move is desired, must be filed with the Managing Agent Christine Ang at Christine.Ang@fsresidential.com or (212) 813-3035 and Superintendent as far in advance as possible. Moves in or out not arranged at least forty-eight (48) hours in advance are subject to rescheduling.
- B. All moves may only take place Monday through Friday, 9:30 AM through 11:45 AM and 1:00 PM through 3:30 PM AND Saturdays 8:30 AM – 12:00 noon. There shall be no moves on Sundays or holidays.
- C. The shareholders must submit the following "move fee" and deposit, Payable to 201 West 16 Owners Corp. **Please email copies of the checks to Christine Ang at Christine.Ang@fsresidential.com before mailing to her attention at First Service Residential, 575 fifth Avenue, 9th Floor, New York, NY 10017.**
 - A non-refundable Move-in/Move-out fee of **\$500.00**
 - A Move-in/Move-out deposit of **\$2,000.00**. The check is refundable after inspection of the common areas of the building and no damage is reported.

The charge for moves is outlined in the attached schedule of fees, payable to 201 West 16 Owners Corp.

- D. All moving materials, boxes and cartons shall be disposed of properly. Any cost incurred in their disposal is the responsibility of the Lessees.
- E. All moves must be done by a commercially insured, professional moving company. **No self-moves.**
- F. The unit owner and/or tenant must submit their professional moving company's Certificate of Insurance to the managing agent before the move-in/move-out. The following information should be stated on the certificate
 - Name of the unit owner(s) or tenant(s) as certificate owner. Move in or Move- out date.
 - Property Address and Unit number
 - 201 West 16 Owners Corp and First Service Residential, 575 Fifth Ave 9th Floor, New York, NY 10017 as additional insured.
 - The minimum liability amount to be stated on the certificate is \$1,000,000
 - The property damage to be stated on the certificate is \$500,000
- G. All move-ins/move-outs must be made through the service entrance.

IX. Sublet Policy

- A. The Board of Directors has promulgated the Sublet Policy to protect the shareholders from sublet abuse and undesirable or transient occupants. It is the policy of the Board of Directors to impose reasonable limits on sublets because it is in the best interests of all shareholders for apartments to be occupied by shareholders who have a common interest in the future of the building.
- B. No sublet or renewal thereof may occur unless specifically approved by the Board of Directors. All requests to sublet or renew must be submitted in writing to the Board before submission of an application.
- C. No request to sublet or to renew an existing sublet will be entertained by the Board of Directors unless the requesting shareholder is in good standing with the Corporation.
- D. Approval of all sublets or renewals is subject to the following conditions:
 - (1). at least one of the following demonstrations is made:
 - (a). The shareholders satisfactorily demonstrate their intention to resume occupancy of the apartment at a later date; and/or
 - (b). The shareholders satisfactorily demonstrate some hardship, financial or otherwise, that has necessitated the request to sublet; and/or
 - (c). The shareholders satisfactorily demonstrate their intention to sell the apartment in the near term.
 - (2). The requisite sublet fees are paid as indicated in the attached fee schedule.

- (3). Payment is made of a non-refundable application fee, payable by check or money order only, to the Managing Agent for performing the financial and character reference checks for initial approval. If there is a co-applicant or guarantor involved in the transaction, an additional fee must be submitted to cover the credit report.
 - (4). A non-refundable term fee is paid to 201 West 16 Owners Corp. for the initial term of the first year of sublease. An increased fee if the apartment previously has been sublet for 1 year; and an increased fee if the apartment previously has been sublet for two years and a further increased fee if the apartment has previously been sublet for three years; the term fee for a sublease in which the apartment has been sublet in excess of three 3 years will be yet again increased. Fees for sublets beyond 4 years are determined at the discretion of the Board of Directors (The fees are non-refundable if the application for sublet or renewal is denied.) The fees are listed in the attached fee schedule.
 - (5). There is a fee if the shareholder requests that the application be processed in an expedited manner (i.e., within 15 or fewer days from the date that the Managing Agent receives a completed application package). All fees are outlined in the attached schedule.
 - (6). The proposed subtenant is found to be satisfactory by the Board of Directors following the Board's review of a completed application package and an interview of the prospective subtenant. In cases where renewals are sought for resident subtenants, the interview may be waived at the sole discretion of the Board of Directors.
- E. The decision whether to approve or reject a request to sublet shall be at the sole discretion of the Board of Directors and shall be final, binding and conclusive in all respects.
- F. The minimum length of any sublet term shall be six (6) months. The maximum length for any sublet term shall be one (1) year. However, upon a written request from the shareholder, the Board of Directors may grant additional sublet terms at its sole discretion. Renewal of any sublet is expressly subject to approval by the Board of Directors, when the sublease term expires.
- G. Once the sublet is approved, the following charges will be due on a monthly basis:
- (1). Year 1. 10% of the monthly rent paid by the subtenant or 10 % of the fair market rent if the rent being charged is deemed below market, whichever is greater.
 - (2). Year 2. 15% of the monthly rent paid by the subtenant or 15% of the fair market rent if the rent being charged is deemed below market, whichever is greater.
 - (3). Year 3. 20% of the monthly rent paid by the subtenant or 20% of the fair market rent if the rent being charged is deemed below market, whichever is greater.
 - (4). Beyond 3 years, 25% of the monthly rent paid by the subtenant or 25% of the fair market rent if the rent being charged is deemed below market, whichever is greater.
- H. Sublet terms shall be deemed to be consecutive and cumulative unless there is a period of occupancy by the shareholder, or a period of no subletting for an uninterrupted term, of at least two years.

- I. All subtenants must observe these House Rules at all times. Prior to an interview by the Board of Directors, the prospective subtenants must acknowledge in writing that they have read the House Rules and agree to abide by them, paying special attention to the floor covering requirement.
- J. In the event of an unauthorized sublet or holdover, a fee of \$5,000.00 will be due and payable to the Lessor from the shareholder, whether or not the "sublease" ultimately is allowed to continue; in addition, the proprietary lease of the shareholder will be subject to termination at the sole discretion of the Board of Directors.
- K. An apartment may be occupied by a non-shareholder for a period not exceeding thirty (30) days. All such guests, house-sitters and the like are bound by the House Rules. After thirty (30) days, any such arrangement will be considered to be an unauthorized sublet, whether or not the shareholder is being paid rent or gratuity.
- L. A blood relative of a shareholder of record (to within one degree of consanguinity) may occupy the shareholder's unit without the imposition of otherwise applicable sublet fees if the following conditions are met:
 - (1). The approval of the Board of Directors is granted upon proper demonstration of the blood relationship; and
 - (2). No rent or gratuity is being paid to the shareholder of record.
 - (3). To the extent that the relative is remitting rent to the shareholder, sublet fees will be due on a monthly basis as prescribed in Section (G) above.
- M. Any shareholders subletting their apartments are required to have on file with the Board of Directors and the Managing Agent an address and telephone number where they can be immediately contacted.

X. Delivery Rules

- A. Rules have been formulated with the express purpose of protecting the Lessor against liability while at the same time making deliveries as convenient as possible for the Lessees. All Lessees are reminded that the primary responsibility of the doormen are ensuring the security of the building. For ease of reference, these Delivery Rules refer to the "Lessees," but apply as well to any occupant of an apartment, each of whom must individually comply with these Rules.
- B. Deliveries of furniture, large appliances or other bulky items shall be made by appointment only, upon reasonable prior notice to the Superintendent, and only directly to the Lessees.
- C. Deliveries of laundry, dry cleaning, groceries, plants, express mail packages and the like shall be made to the Lessees. In all instances, the Doormen will refuse to accept any such packages on behalf of the Lessee, unless the Lessee shall have signed and delivered to the Superintendent a Waiver in the form annexed to these By-Laws as Attachment A. Once the Waiver is delivered to the Superintendent, he will provide the doormen with a Waiver List. The doormen will be authorized to accept such packages only on behalf of the Lessees identified on the Waiver List, and, at a time of convenience to the building, will deposit the package in front of the outer door of the occupant's apartment. Notwithstanding that Lessees may have provided the Superintendent with a Waiver, the doormen, at their sole discretion, may refuse deliveries of any living creature or hazardous materials, and shall refuse to accept delivery of any packages that they deem,

"suspicious," or that might block egress to the hallway, or otherwise pose a threat to the safety or security of the residents. The Delivery Waiver is attached hereto as Appendix B.

Appendix A

201 West 16 Owners Corp.

Digest of Construction Rules & Regulations

- All water shut offs must be coordinated with the superintendent at least 72 hours in advance.
 - All work to be performed 8:30 a.m. — 4:00 p.m. Monday — Friday. No noisy work before 9:00 a.m. No weekend work.
 - No Dumpsters may be parked in front of the building. All refuse must be carted to the sidewalk and carted to the dumpsite immediately. Refuse containers may not remain on the sidewalk for more than 1 hour.
 - All supplies, materials and equipment deliveries must use the service entrance.
 - All construction personnel must use the service entrance.
 - Construction personnel are restricted to the floor they are working on only, and the basement. Construction personnel found elsewhere in the building will be permanently ejected from the building.
 - The addition of electrical outlets, appliances or light fixtures requires the shareholder to replace the existing fuse box with a NYC approved circuit breaker box.
 - Corridors must be damp mopped at the end of each day by the construction personnel.
 - The walls and all tenant entrances are to be damp wiped down once a week during the construction period.
 - No new plumbing fixture or appliance may be attached to existing (1929) roughing. The addition or change of any existing plumbing fixture requires the replacement of the branch plumbing lines (hot & cold) back to the plumbing riser.
 - In the case of abandonment of plumbing fixtures, the branch plumbing lines (hot & cold) may not simply be capped inside the wall. They must be capped at the plumbing riser and the old piping removed.
 - All building permits must be posted.
 - The building superintendent must be furnished with copies of NYC/NYS licenses of all trades performing work.
 - A refundable deposit must be submitted prior to the start of work.
 - The shareholder is responsible for alerting neighbors, next door, above and below of the work schedule and for the appropriate gestures to minimize neighbors' disruption and promote cooperative living.
 - A certificate of insurance must be provided naming as the Certificate Holder:
 - Shareholder Name
 - Address
- and as Additional Insureds:
201 West 16 Owners Corp. and
FirstService Residential

Delivery Waiver

_____ residing in Apartment at 201 West 16th Street, New York, New York 10011, for good and valuable consideration, the receipt of which is hereby acknowledged, intentionally waive any and all claims, actions, causes of action, lawsuits, damages or judgments that I have or may have, because of any delivery, mis delivery or non-delivery of an item of the type described in Paragraph 10(Delivery Rules) of the House Rules of 201 West 16 Street Owners Corporation (the "Corporation") as against the Corporation, its officers directors, agents and employees, from the date of this Waiver onward, unless I revoke this Waiver in writing and personally deliver the same to the superintendent of the building.

I understand and agree that items delivered to the building for me may be accepted by the doormen, who, when convenient, may leave the item outside of my front door. By signing this Waiver, it is my intention to give up any right I might otherwise have to bring litigation of any sort against the Corporation, its officers and directors, the Managing Agent of the building, and any other employee or agent of the building, with regard to any item to be delivered or actually delivered to the building for me, regardless whether the item was not delivered, misdelivered or delivered in damaged condition. I also agree that, in the event that I bring a lawsuit in violation of the terms of this Waiver and the House Rules, I will pay the defendants' legal fees and expenses, on an ongoing basis.

I also understand that, by signing this Waiver, I do not give up, and instead, reserve, all rights to bring litigation of any sort against anyone, else, including the delivery company or sender of any item intended to be delivered to me at the building.

Date: _____

[Print Name]

Please sign and date this Waiver
and deliver to the
Superintendent or one of the
doormen.

Bicycle Form

Date _____

I _____ residing in apartment _____ at 201 West 16th Street, Manhattan Borough, New York, New York agree that I will never again station a bicycle, even momentarily, in the common hallways of the building.

I acknowledge that stationing bicycles in the common hallways of the building is a violation of the House Rules of 201 West 16th Street.

I acknowledge that the stationing of bicycles in the common hallways impedes the egress of residents in case of an emergency, and this impedance could cause severe injury or death of me or other residents of the building.

I acknowledge that the stationing of bicycles in the common hallways is prohibited by the New York City Fire Department.

I acknowledge the house rules concerning the storing and charging of electric/battery powered transportation method, including the restrictions on the location of the battery charging operation.

I acknowledge that if I fail to live up to the covenants above, I will be subject to and all remedies available by the cooperative corporation or the City and State of New York.

SIGNATURE _____

MEMORANDUM

**TO: ALL RESIDENTS
201 WEST 16 OWNERS CORP.**

**FROM: Christine Ang, Sr. Property Manager
FirstService Residential**

RE: SMOKING POLICY

We are required by recent New York City law to adopt and to distribute each year to all residents a smoking policy for the building. The policy below was adopted by the Board at its last meeting and is now listed under Section III Entente Cordiale (E) of the House Rules, which states:

"No smoking is permitted in any public area of the building, including the roof deck, the hallways, stairways and stairwells, all lobbies, the package room, the mailroom, the elevators, the basement area, including the laundry room and all storage lockers, and the area immediately in front of the building under the awning. Until such time as smoking is barred entirely by amendment to the Proprietary Lease, smoking is permitted within an individual apartment so long as the smoke remains contained in a safe manner within the apartment. Until such time as smoking is barred entirely by amendment to the Proprietary Lease, smoking also is permitted on the terraces adjacent to individual apartments so long as the resident ensures that the smoke remains contained within the terrace itself, does not become a nuisance to other residents of the building and is conducted in a safe manner on the terrace."

Thank you.

cc: Board of Directors
Superintendent

201 WEST 16 STREET – HOUSE RULES

**STATEMENT OF COMPLIANCE OF RULES AND REGULATIONS OF
201 WEST 16 OWNERS CORP.**

The undersigned Unit Owner/Subtenant of Apartment _ at 201 West 16 Owners Corp., New York, NY 10011, has received and read a copy of the House Rules for the corporation and understands and agrees to comply with all of said House Rules.

Signature

Date