

HIGHPOINT ON THE HUDSON, INC. | 2016 HOUSE RULES

The following House Rules were revised and adopted by the Highpoint on Hudson, Inc. Board of Directors on January 21, 2016. All residents are subject to these rules, which are intended to address our collective safety and security and establish a basic level of civility and respect in our community. Please review and make note of these rules.

For purposes of this document, Lessor refers to Highpoint on Hudson Owners, Inc. (the actual owner of our property), Lessee refers to shareholders who hold title to specific units, and Managing Agent refers to Goodman Management. Subtenants of Lessees are covered by these rules and the Lessee is responsible for providing subtenants with a copy of this document.

1. Public halls and stairways shall not be obstructed in any way or used for any purpose other than ingress to and egress from the apartments in the building.
2. Children shall not play in the public halls, courts, stairways, elevators or roof.
3. No public space shall be decorated or furnished by any Lessee in any manner without the prior consent of the Board of Directors or the Managing Agent.
4. No Lessee shall make or permit any loud and disturbing noises in the building that will interfere with the rights, or comfort of other Lessees. Although complete silence is not expected or reasonable to expect at all times, the following must be adhered to:
 - a. No loud and disturbing noises between the hours of 11:00 p.m. and 8:00 a.m. seven days per week. Such noises may include, but are not limited to musical instruments, recorded music, television and/or large gatherings.
 - b. No construction or repair work or other installation involving noise between the hours of 5:00 p.m. to 9:00 a.m. Monday through Friday.
 - c. No construction or repair work or other installation involving noise on Saturdays, Sundays or legal holidays.
5. No article shall be stored or left unattended in the halls or on the staircase landings or elevators nor shall anything be hung from apartment doors, windows, terraces, balconies or ledges of the building.
6. No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything be projected out of any window of the building without similar approval.
7. No signs, notice, or advertisement shall be placed outside of designated bulletin boards and message boards.
8. No mopeds, bicycles, scooters, strollers, or other wheeled items shall be stored or left unattended in hallways and other public areas of the building.

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9. Cooking is prohibited on terraces. New York City Fire Department regulations prohibit the use of charcoal barbecue grills within 10 feet from the building (Highpoint terraces are 6 feet wide) and prohibit propane grills from buildings with more than two units all together. This is a serious fire prevention measure for the building.
10. Contractors, repair personnel and trades people must sign in and out with the doorman. These individuals may only be allowed into the building during permitted work hours listed in items 4b and 4c. Access to building during other hours is at the discretion of the Superintendent or Managing Agent, provided that the work does not result in any loud or disturbing noise. The service entrance on the 4th floor of the building must be used for entry and removal of equipment and materials. Absent of an approved alteration agreement, workers are subject to inquiry by the super and/or Managing Agent as to the nature of the work being conducted.
11. Delivery personnel (including, but not limited to groceries, laundry, UPS, USPS, FedEx, furniture, appliances) shall be announced to the doorman. If a package or item is left for pick-up, the BuildingLink system shall be used to properly track the delivery of said items. Furniture and appliance deliveries must be scheduled through the super and/or managing agent and proper insurance must be obtained.
12. Grocery and luggage carts shall be promptly returned to the lobby. No carts shall be left unattended in the elevators and there should be no expectation that doormen or porters will be available to pick up unattended carts in elevators.
13. Trunks and heavy baggage shall be taken in or out of the building through the service entrance on the fourth floor.
14. Garbage and refuse from the apartments shall be disposed of in hallway compactor rooms or in the second floor compactor rooms. The following must be adhered to:
 - a. All garbage bags must be properly secured and placed in garbage chutes OR garbage cans in second floor compactor room.
 - b. All recyclable materials must be clean and properly disposed of in designated bins. Dirty open containers and soiled materials attract vermin and are a nuisance for to residents.
 - c. Garbage that does not fit into the hallway chutes must be brought down to the the second floor compactor room.

The cost of repairing any damage resulting from misuse of any compactor room or compactor equipment shall be paid for by the Lessee responsible for the damage.

15. No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.

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16. No pigeons or other birds or animals (i.e., cats, squirrels) shall be fed from the window sills, terraces, and balconies or in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building.
17. Pets are not allowed to roam the building unattended. Dogs must be leashed at all times in public areas and are not allowed to urinate or defecate on Lessor property including, gardens, external stairs, driveways, and hallways. Cat owners must make every effort to control litter box and other associated odors. Excessive noise from pets, including barking, bird calls, or other loud noises, must be dealt with expeditiously upon complaints from residents. If, in the opinion of the Board of Directors or its Managing Agent, a Lessee owns an excessive number of animals and does not properly care for or maintain such animals, then measures will be taken to remove the animals and address any nuisance associated with such animals. Any costs associated with such actions will be borne by the Lessee.
18. No radio or television aerial shall be attached to or hung from the exterior of the building.
19. No vehicles shall be parked in such a manner as to impede or prevent ready access to any entrance of the building by another vehicle. Parking in the two temporary parking spaces shall be limited to 20 minutes.
20. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage.
21. No open houses are allowed as part of the sale of units. No auction sales may be held in any unit without the consent of the Lessor or its managing agent.
22. Complaints regarding the service of the building shall be made in writing to the Managing Agent.
23. Plantings on the terrace should be placed in durable receptacles that have adequate drainage tiles and weep holes. No planters may be placed on the terrace railings. Terrace furniture should be of suitable weight in order to withstand common wind gusts from the Hudson River. All furniture and decorative items need to be secured during inclement weather. No umbrellas or awnings may be installed or used without the expressed permission of the Managing Agent. Umbrellas and awnings are a flying hazard even in calm wind and are a danger to residents and pedestrians.
24. 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 or exterminate any vermin, insects or other pests and for the purpose of taking such measures

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as may be necessary to control or exterminate any such vermin, insects or other pest. If the Lessor takes measures to control or exterminate pests that could potentially negatively impact other residents, then the Lessee shall bare the costs of those expenses.

25. Lessees who opt to rent monthly spaces in the Highpoint garage are required to display an HOH Parking Sticker on the lower right corner of the front window. Failure to display a sticker will result in the loss of parking privileges.

26. Extermination procedures for changes in occupancy:

RESALES: After moving out but prior to closing, the seller will schedule at the seller's expense a bedbug inspection of the apartment by the building's exterminator. A copy of the inspection report must be provided to the Managing Agent prior to closing.

Within ten days of moving into the apartment, the buyer will schedule at the buyer's expense a bedbug inspection of the apartment by the building's exterminator. A copy of the inspection report must be provided to the Managing Agent. Inspection and/or extermination fees not paid in full prior to the closing will be collected at the close.

SUBLETS: After moving out but prior to the sub-lessee moving in, the Lessee will schedule at the Lessee's expense a bedbug inspection of the apartment by the building's exterminator. A copy of the inspection report must be provided to the Managing Agent prior to the sub-lessee moving into the apartment.

Within ten days of moving into the apartment, the sub-lessee will schedule at the sub-lessee's expense a bedbug inspection of the apartment by the building's exterminator. A copy of the inspection report must be provided to the Managing Agent. Extermination costs will be billed to the Lessee as they are incurred.

GENERAL: If the building's exterminator confirms bedbugs in a unit, the Lessee has the financial responsibility for their extermination. To ensure quality control no exterminator other than the building's approved exterminator will be used to inspect and treat for bedbugs for the purposes of this policy.

27. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors for the Lessor. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

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RULES & REGULATIONS FOR USE OF BACK YARD FOR PARTIES

1. To reserve use of the backyard for a party, a resident must notify and obtain **PRIOR** approval from Goodman Management. Such notification should be done as far in advance as possible of the desired date to avoid any conflicts. The number of expected guests should be included in the notification. Building personnel do not have the authority to approve requests for parties.
2. A security check made payable to Highpoint On Hudson Owners, Inc., in the amount of \$100.00, is due upon approval and confirmation of the party date. Deposits are refundable once building staff confirms that all conditions described below were adhered to and no damage to Highpoint property has resulted from the party.
3. Only one party per day will be permitted.
4. Loud music (recorded or otherwise) is prohibited. Low-volume music is permitted.
5. Parking on the public access road leading to the backyard or along the perimeter of the backyard is prohibited. The road is the only access for emergency (fire, etc) vehicles and must remain clear at all times. The area East of the backyard is private property belonging to another owner.
6. Common sense should dictate the number of guests invited to a party in the backyard. The area is not a public beach or park so the number of guests should be such that it does not interfere with the quiet enjoyment of other Highpoint residents and adjacent neighbors.
7. Parties and clean-up thereafter must be completed by dusk.
8. Reserving the backyard for a party does not preclude simultaneous use of the area by other Highpoint residents. However, there is no expectation that uninvited Highpoint residents should become part of a private celebration.
9. Use of building personnel to set-up or clean-up during their respective shifts is strictly prohibited. Building staff members are not permitted to override any of the rules and conditions set forth in this document.
10. All debris resulting from a party must be collected and properly removed. Garbage bags must be securely fastened and garbage cans must be tightly closed.
11. If any backyard furniture has been moved around, it must be put back in its original location.
12. A \$200.00 penalty will be assessed to residents violating the terms outlined in this document.