

HOUSE RULES

THE OPERA OWNERS, INC. 2166 BROADWAY NEW YORK, NY 10024

Pursuant to Article II, Section 8, of the by-laws of The Opera Owners, Inc. (the "Corporation"), the Board of Directors of the Corporation hereby promulgates and publishes these HOUSE RULES, binding upon all shareholders, tenants, sub-tenants and occupants of the building (hereafter "Resident" or "Residents"). These HOUSE RULES were approved by the Board of Directors on, March 6, 2023, and are effective as of that date, superseding previous versions of the House Rules of the Corporation.

**The Opera Board of Directors
3/6/2023**

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1. INTRODUCTION

A mutual respect for commonsense standards of conduct is essential to maintaining an enjoyable and friendly living environment and to value and conserve communal resources. With that in mind, the Board of Directors of the Corporation (the “Board”) establishes these House Rules. Shareholders, residents, overnight guests of Residents, household help (e.g., dog walkers, caregivers, house cleaners), and building staff should read, understand, and follow the House Rules.

2. CONCIERGE RESPONSIBILITIES / BUILDING SECURITY

A concierge is in attendance in the lobby 24 hours a day, seven days a week. The concierge’s primary responsibility is to provide security by controlling access to the building to those guests, vendors, and visitors permitted into the building and monitoring the building’s systems. Concierges are responsible for announcing all visitors, vendors, contractors, and deliveries. They accept packages and alert the superintendent of any issues and alarms. The concierges are also responsible for collecting guest access forms and maintaining the required spare set of keys for each apartment. The Corporation utilizes an electronic system, BuildingLink (“BL”), for the tracking of packages, building-wide notices, emergency contact information, requests for repairs to common areas and areas for which the Corporation is responsible, and other building-wide services.

Residents should notify the concierge if they have an emergency. The concierge will, in-turn, get in touch with the superintendent, the managing agent of the Corporation (the “MA”), or other parties as necessary. The concierge may be reached via the intercom from within the building or by calling the telephone at the lobby desk. The number is 212 769-4151. Visitors and Residents are not permitted to use the lobby telephone.

Concierges use BL to notify Residents of deliveries and other matters that may require their attention. For this to work, Residents must ensure that their contact information, which includes preferred phone number(s) and email address(es), and their contact preferences (email vs. text) are kept up-to-date in BL. The MA is responsible for maintaining this information in BL. The MA will collect contact information as part of the move-in process for new Residents. Residents are responsible for informing the MA promptly of any changes in contact information, either by phone or email. Residents can modify contact information in their BL accounts themselves, however they still must inform the MA so that any records outside of BL are also kept up-to-date.

The Corporation utilizes two forms in connection with non-residents gaining access to apartments. The first form is the “Overnight Guest Form”. The second form is the general “Access Authorization Form.” Residents must complete the Overnight Guest Form when they will be having a guest or guests stay in their apartment over one or more nights if the resident is not going to be present in the apartment during the guest’s overnight stay. For example, a

Resident must complete the Overnight Guest Form if, while they are out-of-town, their niece or nephew is going to be staying in their apartment.

Residents must complete the Access Authorization Form, to authorize entry for daily/repeating non-overnight visitors. For example, a resident must complete the Access Authorization Form to grant access to their apartment to household help, a caregiver, or dog walker while the resident is at work for the day. The people identified on the Access Authorization Forms will be added to the concierge's list of those people authorized to enter apartments while the residents are not home for the day. The forms are available from the concierge. These forms are also available through BL. Unauthorized visitors, guests, contractors, and vendors will not be permitted into the building. It is incumbent upon all Residents to take the appropriate steps to ensure smooth access to the building by their guest, visitors, contractors, household help, and vendors. Concierges are not permitted to allow overnight visitors access to the building without the completed Overnight Guest Form, signed by the owner Resident, on file at the front desk.

3. KEYS

All Residents are required, pursuant to the By-Laws of the Corporation, to supply the superintendent with a copy of the key(s) to their apartments for emergency access. If the keys are not made available, and emergency access is necessary (*e.g.*, flood or fire), the Corporation shall not be responsible for any damage caused by gaining access to apartments. Residents can utilize these keys as their back-up keys in case they are locked out of their apartments. Residents must immediately return the back-up set of keys after gaining access to his or her apartment.

Keys will be given out to building staff only with the Resident's permission or in the event of an emergency. Spare keys will be safeguarded, and signed in and out by building staff.

Residents may request the concierge to hold an additional set of spare keys for access by house guest or household help. The concierge will not provide keys to a guest or household help without the applicable form having been completed by the Resident. Similarly, concierges are prohibited from allowing individuals not covered by the applicable access form to access Opera apartments even if the individual has keys to an apartment.

4. USE OF COMMON SPACES, LOBBY, PUBLIC HALLWAYS AND STAIRWAYS

Common space shall not be used by individual Residents for their own purposes. The lobby shall be used as the primary passageway to and from the rest of the building. It may also be used as a short-term waiting area by Residents and guests of Residents. Residents also collect mail, packages and other items delivered to the Opera in the lobby. Visitors should not wait in the lobby for more than fifteen minutes. The lobby shall not be used as an office by Residents or individuals working with or for Residents, such as real estate brokers, contractors, and business colleagues. The lobby shall not be used as a babysitting area or playroom.

Residents are permitted to store small items in the lobby closets for no more than fifteen minutes and only under circumstances necessitating the short-term storage.

In order to evacuate Residents safely in the event of a fire or other emergency, the public halls and stairways of the building must be kept clear of obstructions. Residents and their guests may not leave bicycles, scooters, skates, skateboards, shopping carts, umbrellas, umbrella stands, shoes, or strollers in the hallways. Doormats are not permitted in public hallways for safety reasons. Any items left in the hallways or other public areas shall be subject to removal by the building staff, at the cost and expense of the Residents responsible for leaving such articles/objects in the hallway.

No one other than the Board, MA or superintendent shall post any bills, announcements, notices, advertisements or the like on any public wall, including in the elevators. Bulletin boards in the laundry rooms and electronic messages on BL are the appropriate place for such postings. The Board reserves the right to remove any postings it deems out of order. See Section 8 for rules covering decorations.

Children and pets are not allowed to play in the public hallways, stairways, elevators or lobby. No one is allowed to ride bicycles, scooters, hover boards, skateboards, roller skates or in-line skates in the public hallways, stairways elevators, or lobby.

Neither eating nor drinking is permitted in the public hallways, stairways, elevators, or lobby.

All pets (*i.e.*, cats and dogs) must be on a leash or in a kennel when in the hallways, lobby or other public/common spaces within the Opera. Residents are required to report to the Superintendent or the concierge any untidiness, mess or waste (*i.e.*, urine, feces, vomit, etc.) from a pet in any common area, including hallways, elevators, lobby and vestibule. Residents are responsible for cleaning up after their pets. Should common area carpets require cleaning due to messes left by pets, the Resident owners of those pets shall be responsible for the cost of cleanup (e.g., steam cleaning of hallway carpet).

5. BASEMENT STORAGE ROOM AND BICYCLE HOOKS

Residents with storage cages or bike hooks will be provided with a key to the basement storage room. Residents must keep keys to the basement storage room secure.

Residents assume all the risks, such as theft, water and fire damage, associated with storing items in the basement storage room.

The placement of any personal property outside of locked storage cages is prohibited.

Residents are to use only the bicycle hooks assigned to them and only store bicycles on the hooks. Bicycles left on the floor (or otherwise not hung from the appropriate hook) shall be removed from the storage room by the building staff and impounded or disposed, at the cost and expense of the Resident responsible for failing to properly store the bicycle.

Any items left outside of the storage cages shall be subject to removal by the building staff, at the cost and expense of the Resident responsible for leaving such articles/objects.

The Board, through the MA, will assess the Resident a surcharge in the amount of \$100.00 to compensate the Corporation for the added expense incurred by it in connection with the improper storage of bicycles and other items in the storage area. The surcharge will be applied to the Resident's maintenance once per month until the storage area violation is resolved.

6. SMOKE NUISANCE - COMMON AREAS

Smoking is not permitted in the common areas of the building, including the elevators, hallways, stairwells, lobby, laundry room and storage rooms. New York City law requires that anyone entering the building or leaving an apartment must extinguish all cigarettes, pipes and cigars.

7. SMOKE NUISANCE – INDIVIDUAL APARTMENTS

Second-hand smoke has been a significant source of complaints. Smoke seeps into adjoining apartments through vents and conduits from within apartments and enters through windows and air conditioners from smoking on terraces.

As of June 1, 2016, the Corporation no longer permits new Residents or their guests to smoke anywhere in the building, including within their apartments or terraces. No purchase application will be approved that does not include an affidavit affirming that the purchaser agrees to this restriction and to prevent others from smoking in their apartments or on their terraces.

Residents who smoke and began residence in the building prior to June 1, 2016 are responsible for mitigating any smoking related complaints from neighbors that are caused by their smoking within their apartments, terraces or balconies. The Board reserves the right to impose upon Residents mitigation techniques necessary or appropriate to resolve complaints from other Residents caused by their smoking. All costs, including legal costs, will be borne by the smoker. If complaints are received from neighboring apartments and a smoker refuses to remediate a secondhand smoke condition, the Board can do so by obtaining a court order to compel the smoker to give access to the apartment and preform the necessary work. The Resident of the apartment from which the smoke nuisance originates shall be responsible for all the cost and expense, including payment of the legal fees incurred by the Corporation to obtain access and smoke remediation order from the court.

8. DECORATIONS

Residents may place decorations on their own apartment doors. Decorations must be affixed to avoid damaging the doors or the paint. Residents will be responsible for any necessary repairs. The Board reserves the right to request or perform removal of door decorations if neighbors complain. No wall hangings or decorations are permitted on the hallway walls or in

other common areas. All decoration of common areas will be the sole responsibility of the Board or a decorating committee established by the Board.

Board-authorized decorating committees are prohibited from affixing any decoration that is not easily removed or damages wallpaper, paint or carpeting, such as thumbtacks, nails, glue, paint or any other scarring or hard-to-remove material. Committee shareholders will be held liable and the Corporation will assess Residents responsible for damage to public areas in connection with decorations, including those performed by children.

9. FIRE SAFETY, SMOKE and CARBON MONOXIDE DETECTORS

New York City law requires annual distribution of a Fire Safety Plan. If you do not have a copy of the current plan, please request one from the MA. Please read it and become familiar with the procedures and safety tips listed within it.

Every apartment must have smoke and carbon monoxide detectors. It is the responsibility of all Residents to ensure that batteries are replaced as needed - at least once every six months. The Board suggests this be done at the same time as clocks are changed in the spring and fall. Residents must regularly inspect surge protectors, electrical outlets and extension cords to ensure that they are safe, operating properly and are technologically up-to-date (*i.e.*, not obsolete). Please contact the superintendent if help is required or if you are unable to check the smoke detector, or have questions whether or not the unit is operational or safe.

Residents must maintain at least one fire extinguisher in their apartment. Experts recommend an ABC Multi-Purpose Extinguisher, a 2-pound all-metal unit with mounting bracket. These require periodic maintenance to be kept in working order.

The Corporation will avail itself of all available remedies under the law, the applicable Proprietary Lease, the Corporation's By-Laws and these House Rules with respect to Residents who fail to maintain their apartments in a safe and secure manner.

10. WINDOW GUARDS

New York City law permits residents to request that the Corporation install window guards in apartments. The charge for such installation is \$10.00.

11. POLICE AND ALL OTHER EMERGENCIES

Residents must notify the concierge or superintendent as soon as possible if an emergency requires the presence of police officers, fire fighters or emergency medical technicians. Residents must advise the concierge or superintendent when an ambulance is coming so immediate service may be rendered when arriving or leaving the building.

12. LAUNDRY ROOMS

A washing machine and dryer are available on every floor. Residents are encouraged to utilize the washing machine and dryer located on their own floor when reasonably available. It is a common experience that laundry is left in a washer or dryer and when it belongs to a Resident from a different floor, it is very difficult to identify the owner and inconveniences the Residents of that floor. The laundry machines should only be used between the hours of 8:00 a.m. and 11:00 p.m. (that is, laundry should be finished by 11:00 p.m.) These hours of operation are necessary because the laundry rooms are immediately next to certain apartments. The Residents of those apartments can hear the machines and they should not be subjected to laundry room noise before 8:00 a.m. or after 11:00 p.m. Detergent and bleach must be carried to and from the laundry room in sealed containers to avoid spills in common areas. Residents should clean the dryer lint filter after each use and remove any spilled detergent or debris that resulted from their use of the laundry machines. Residents must remove laundry from the washer or dryer promptly so that others may begin doing their laundry as soon as possible. Residents may not prevent others from accessing machines when their laundry is completed.

Resident must keep the light off when you are not in the laundry room. The Corporation shall have the right to curtail the usage of the laundry rooms and to change the cost for using the washers and dryers.

Residents should report any problems with laundry machines to the third-party vendor providing the machines, the superintendent or concierge on-duty, or by entering a maintenance request in BL.

13. GARBAGE / RECYCLING

A small room providing access to the garbage compactor chute and space for disposing of recyclables can be found at the end of the hallway on each floor. In order to help keep the hallway carpets clean, Residents must not carry any wet, dripping garbage down the hallway. All garbage should be securely wrapped or bagged in small, drip-free packages that fit easily into the hopper panel. Residents should make sure that what they place in the hopper actually falls down the chute.

New York City law requires that certain items be separated for recycling. The laws governing exactly what is recycled change from time to time. Residents are required to properly separate recyclable items into the proper bins. Residents must not simply “dump” all of their recyclable items into one of the bins and leave the separating of the items to building staff. Forcing building staff to take the time to separate Resident’s recyclables slows them down and prevents them from addressing other building wide responsibilities. Residents should not be forced to pay for other Residents’ failures to do what is required of them. Accordingly, the Corporation will surcharge Residents that fail to separate recyclable items because doing so requires more time of the building’s staff at the expense of all Residents. The surcharge will be \$100.00. per infraction.

Residents can visit nyc.gov for details on the city's recycling program. Recycling bins are provided in each garbage room to enable proper sorting of recyclable materials. These bins are not to be used for food garbage. Residents must rinse all recyclable bottles, cans, and other containers before leaving them in the bins in order to prevent infestation by roaches and vermin. The Corporation will surcharge Residents that fail to discard recyclable materials free of food waste given that such failure increases building costs, including but not limited to the cost of extermination services. The surcharge will be \$100.00. per infraction.

Notwithstanding the current prevailing recycling requirements, never throw any glass down the compactor chute. Glass dropped down the compactor to the basement will break and is dangerous for the building staff to handle. Residents must leave glass bottles in the recycling bin. Residents must place any broken glass in separate bags, clearly label them and leave the bags on the floor of the garbage room. The following additional items should never be thrown down the compactor chute: camphor balls or flakes, floor scrapings, oil-soaked rags, empty paint or aerosol cans, carpet sweepings containing naphthalene or any other inflammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs. Separate and identify these bags and leave them on the floor inside the garbage room. Vacuum cleaner bags may never be emptied into the chute. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then placed in the chute. Cat litter must never be flushed down the toilet. Because bags of cat litter thrown down the compactor chute tend to burst on impact, and cleaning the compactor in the basement of used cat litter is problematic (to put it mildly), please do not drop bags of used cat litter down the compactor chute. Instead, leave properly tied bags of cat litter on the floor next to the recycling bins. The compactor chute rooms are emptied twice a day.

Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into the hopper opening. Cardboard boxes must be broken down or torn apart to maximize the space in the recycling bins or the garbage compactor chute room. Small items of this nature may be left in a neat manner in the compactor chute room. Residents must place bulky items that are too large to be placed in the appropriate recycling bin or down the trash chute in the basement opposite elevators. Do not place items by the hallway opposite the passenger elevators that otherwise could be disposed of in the compactor chute room or must be brought to the basement. These items will create a fire hazard in case of an emergency and often make the building look less presentable to fellow Residents, guests, and prospective purchasers.

Large items such as furniture, mattresses, appliances, or construction materials shall not be disposed of in the compactor room or left in the public corridor, stairwell, lobby or street. It is the Resident's responsibility and expense to contact the superintendent to arrange and coordinate all such removals on days, location and conditions as the superintendent may deem necessary or appropriate.

Notify the superintendent of any drippings or moist refuse appearing on the floor in your compactor chute room.

14. LUGGAGE CART

A luggage cart is provided as a courtesy to the Residents to assist transporting unwieldy everyday items, such as luggage or groceries, in and out of the building. The luggage cart is not to be used for moving in or out of apartments. Residents must return the cart to the lobby as soon as they are done with it. Residents must not monopolize the cart by leaving it loaded in the lobby while tending to other tasks or retrieving or returning their car. While it is not always possible to park immediately in front of the building, do not take the cart far from the Opera. Children are not allowed to play on or ride on the luggage cart. (Neither are adults, for that matter.)

15. DELIVERIES

In general, only those objects that can be carried by one person are allowed through the lobby. Examples include luggage, groceries, or objects suitable to be transported on the luggage cart. All other deliveries must be made via the 76th street entrance by prior arrangement with the superintendent. Residents must give the superintendent and/or building staff at least 48 hours' notice of any deliveries or removal of large items such as sofas, pianos, free standing items of cabinetry, or heavy-duty appliances, plumbing fixtures, etc. (*i.e.*, the items that shall not be taken through the lobby).

Freight deliveries must be made between the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday, not including legal holidays. The concierge shall not permit delivery personnel into the elevators before receiving authorization by the Resident. In addition, the Corporation requires that certain delivery services to have appropriate insurance coverage to protect the Corporation. Residents must contact the MA to ensure that all requirements are met before seeking to have these types of deliveries made to the Opera. Deliveries will be turned away that are not authorized by the MA.

Packages requiring a receipt may be accepted and signed on behalf of the recipient by the concierge only if the resident has previously signed an authorization and waiver form, available at the front desk. The Corporation, the MA, or any employees shall have no liability for the loss, damage or misplacement of any letter(s), parcel(s), or deliveries left with the concierge or at the concierge's desk. Parcels or deliveries left in the care of one of the above individuals are left entirely at the Resident's risk and should be retrieved promptly.

16. COLLECTION OF MAINTENANCE

Statements of account are distributed to Shareholders on or about the 21st of each month. Payment of maintenance and other required charges is due on the first of each month.

Most Residents submit timely payments of maintenance. Residents' failure to pay maintenance in a timely fashion, which failure does occur, unfairly burdens other Residents by raising costs and creating budgeting issues and challenges. The Corporation has implemented a late fee policy, as described below.

Each payment that is not received by the 10th day of the month will incur a late fee of \$100 a month, for each month it is not received by the 10th of that month, until it is paid. If, the following month, neither the overdue payment nor the current month's due payment is received by the 10th, the newly missed payment will incur its own \$100 late charge. The Board may adjust the amount of the late fee from time to time in accordance with the law and prevailing cooperative practices.

The Corporation shall impose a \$50.00 charge on the account of any Resident whose check is not honored by the Corporation's bank due to insufficient funds or any other reason. In addition, late fees will apply if the payment is ultimately made late.

The Corporation will not assess late fees on a missed payment that is within \$500 of the current monthly charge. In addition, the Corporation may waive or forgive late fees where good cause is shown or under extenuating circumstances. Residents, when possible, should advise the MA in advance of instances where maintenance may be paid late.

17. ELECTRIC BILLS

All apartments are sub-metered, and charges for use of electricity appear as part of the monthly maintenance statement. Please make all payments to the Corporation. Do not send payments to the meter-reading company. Meters are read on or about the 26th of each month.

18. NOISES

No Resident shall make or permit any disturbing noises in the building or on building terraces and balconies or do or permit anything which will interfere with the rights, comfort, or convenience of any other Resident. No Resident shall play upon or suffer to be played upon any musical instrument or permit to be operated electronic musical equipment, radio, television, sports equipment, or Jacuzzi in an apartment between the hours of 11:00 p.m. and the following 8:00 a.m., if the same shall disturb or annoy any other Resident.

Residents experiencing noise disturbance outside of the hours of 8:00am to 11:00pm should inform the concierge on duty, who will contact the Residents whose apartment is the source of the disturbance. If the noise continues, the affected Resident should inform the MA in writing of the exact circumstances of the disturbance. Residents who do not curtail noise within a reasonable time after being informed by the concierge of a complaint may be served a Notice to Cure by the Corporation. If such incidents persist, the Proprietary Lease establishes authority for the Board to take action against the offending Resident, including potential revocation of their proprietary lease.

Unless expressly authorized by the Corporation 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 eighty (80%) percent of the floor area of each room, excepting only kitchens. If noise problems persist, the Corporation may require resident to take such further steps, at the Resident's cost and expense to eliminate such noise problems, including without limitation, professional noise insulation and one hundred percent (100%) carpeting.

19. AWNINGS AND AIR CONDITIONING UNITS

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 Corporation or the MA, nor shall anything be projected out of any window of the Opera without similar approval. No mechanical equipment shall be installed on (or placed upon) the common areas of the Corporation unless prior Board approval is obtained or specifically permitted by the Proprietary Lease.

Residents must ensure that air conditioning units currently installed comply with all city and state rules, regulations and laws concerning the installation and maintenance of air conditioning units. Only professional installers may be used to install or remove air conditioning units. Such installers must mount air-conditioning units using appropriate brackets to 1) accommodate the weight of the unit; 2) provide the proper tilt to allow accumulated water to flow back to the condenser to evaporate; and to 3) ensure that the unit will not fall out of the window. Shareholders, Residents, the Corporation, MA, superintendent, or anyone other than a professional installer are expressly prohibited from installing or removing air conditioning units. Residents may contact the MA for a list of air conditioner installers. The Board recommends that such contractor be specifically trained in the proper installation and/or removal of air conditioning units and is associated with a reputable air conditioner or appliance store where they are bonded and insured for the work. A written copy of this work must be submitted to the MA for review and approval.

20. CLEANING

No article shall be hung or shaken from the doorways, windows, terraces, or balconies or placed upon the windowsills of the building.

21. SIGNS

No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Corporation or the MA.

22. PLANTINGS, TERRACES AND BALCONIES

Because the paving stones on the terraces, balconies and roofs have a weight limit of 40 pounds per square inch, the Corporation may restrict the size of plantings allowed, or order their removal. To ensure proper drainage, plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof 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. It shall be the responsibility of the Resident to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

No barbecuing, grilling or cooking of any kind is permitted on balconies or terraces. Violators may be subject to prosecution under NYC Fire Code. In addition to legal restrictions, grilling creates a nuisance for neighbors and is thus prohibited by the Corporation.

23. SERVICE STAFF

Residents must not use the services of any building employee during the employee's working hours, except in connection with the employee's regular duties. Residents may request building employees to repair minor problems or provide painting services subject to the approval of the superintendent. At no time shall building staff install air conditioners, stoves, dishwasher and the like. Such major work must be attended to by licensed workers with the appropriate paperwork filed and approved by the Corporation and the MA prior to the commencement of the project. Contact the superintendent to discuss the extent of the work to be done.

24. EXTERMINATOR SERVICES

Exterminator services are available monthly at the expense of the Corporation. Let the concierge know if you are interested in this service.

The agents of the Corporation, and any contractor or worker authorized by the Corporation, 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 as may be necessary to control or exterminate any such vermin, insects, or other pests. If the Corporation takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Resident, as additional rent.

A Resident who believes they have detected bed bugs in his/her apartment must inform the MA immediately of their discovery, by providing evidence of tangible signs of the potential infestation (e.g., photographic or otherwise). The MA will arrange a professional inspection to assess the situation, at the Corporation's expense. The inspection may include all apartments adjacent to the affected one, both vertically and horizontally. All Residents involved must cooperate in providing timely access to assure inspections can be conducted as quickly as possible.

If the inspection confirms the presence of bed bugs, the MA will arrange, and the Corporation will cover the cost of basic extermination as recommended by the inspectors. Residents may elect to procure additional remedial services at their own expense, providing this does not delay the extermination process.

Upon completion of the extermination process, all affected apartments will be re-inspected, again at the Corporation's expense, to confirm the problem has been eliminated.

Under no circumstances should any Resident attempt to remediate a bed bug situation themselves or delay in informing the MA of a discovery of a potential bed bug issue.

If bed bugs are not reported on a timely basis, the Corporation may charge all related costs incurred to remediate the issue to the Resident of the apartment.

25. ENERGY CONSERVATION, RADIATORS

Home heating and cooling costs and comfort may be better managed with proper insulation and sealing air leaks. Residents should have window air conditioning units removed after the summer cooling season. If this is not possible, side panels used to fill the gap adjacent to the air conditioning units should be completely sealed to prevent air and water infiltration into the apartment. Residents are encouraged to replace old and drafty windows with thermally efficient ones. The provision of heat is a tremendous expense for the Corporation. All Residents have a vested interest in reducing costs by reducing the building's consumption of fossil fuels. Accordingly, the Corporation reserves the right to install proper insulation, at the Resident's expense, in apartments where improper or inadequate insulation is affecting other apartments or unnecessarily increasing the cost of heating the building.

The valves attached to the radiators are designed to cut off the flow of water in case of a leak or other emergency. Residents must leave all radiator valves in their full open position to maintain even pressure throughout the system. Closing or partially closing these valves creates pressure imbalances, which is a contributing factor in the banging noises in the pipes. Residents are not allowed to regulate the level of heat by turning the valve closed.

Hot water is another large expense for the Corporation. All Residents have a vested interest in reducing costs by reducing the entire property's hot water consumption. Residents may contribute by addressing leaky faucets, installing aerating, low-flow faucets and showerheads in their units and using cold-water setting when washing clothes. Residents should run dishwashers when full and use the energy saving control if available. Wash and dry clothes when there is a full load. Clean the lint filter in the dryer after each load to improve air circulation. It is the responsibility of the Residents to keep their own plumbing fixtures in good condition and to repair any leaks. Residents must fix leaking or faulty plumbing fixtures (faucets, toilets, showers, etc.) as soon as possible.

26. TOILETS AND SINKS

Toilets, sinks and other waste apparatus in the building shall not be used for any purposes other than those for which they were constructed. Residents must not discard sweepings, rubbish, dental floss, rags, baby wipes, or any other articles in toilets, sinks or other water apparatus. The cost of repairing any damage resulting from misuse of these fixtures or other apparatus shall be paid for by the Resident causing such damage. Drain filters, which are inexpensive and easily obtainable, are a good way to avoid costly plumbing repairs.

Please remember not to flush anything other than biodegradable toilet paper in the toilets and do not pour grease down the kitchen drains. Baby wipes, although stated to be flushable, are not compatible with the building's septic system and must not be flushed down toilets. Similarly, cat litter, dental floss, personal hygiene items, Q-tips, rubber gloves (just some items that were removed from the pumps) and grease will cause the sump pumps and main sewer lines to clog resulting in costly damages and must not be disposed of down toilets and sink drains.

27. PETS

The Corporation may ask any Resident to give up a pet or pets, if, in the Corporation's opinion, such pet(s) constitute a menace or nuisance or are otherwise found disruptive or objectionable. In such event, the Resident shall promptly remove the pet(s) from the building. In no event shall dogs or cats be permitted in elevators or in any of the public portions of the building unless in a kennel, carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces or balconies or other public portions of the building, or on the sidewalks or street

adjacent to the building. Residents should exert maximum effort to keep dogs quiet before 8:00 a.m. and after 10:00 p.m.

28. SOLICITING

No soliciting is permitted in the building. If you discover anyone soliciting or leaving menus or advertisements in common areas or under apartment doors, please notify the concierge immediately.

29. GROUP TOURS

No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Board.

30. ANTENNAS

No radio or television antenna or similar apparatus shall be attached to or hung from the exterior of the building without the prior written approval of the Board.

31. ACQUISITION

No purchaser of an apartment may finance more than seventy-five (75%) percent of the acquisition price. The Corporation's consent to financing shall be subject to the requirements of the Board.

32. REFINANCING

The refinancing of apartments shall be subject to the requirements of the Board.

No loan shall in any event be for more than 75% of the appraised value of the apartment. The "appraised value" shall mean the amount contained in a written appraisal prepared by a licensed real estate broker acceptable to the Corporation, provided such appraised value shall be consistent with the average sales of comparable apartments in the building determined by information supplied by the corporation to the appraiser. Notwithstanding the foregoing, if the loan is for the same or less than the amount of the loan existing on the apartment, then the appraised value will not be relevant in the Corporation's decision.

Applications to refinance are available from the MA and on BL. The Board will not consider any refinance application from any Shareholder whose account is in arrears.

33. HOMEOWNER'S INSURANCE

All Residents are required to have homeowner's insurance. Residents are personally responsible for any loss or damage resulting from conditions within their apartments, including but not limited to water leaks, gas leaks, falling debris, cracks in walls or ceilings caused by vibrations or impact, etc., unless the Shareholder can show that such conditions were explicitly caused by circumstances outside of their apartments. Shareholders are responsible for such liabilities regardless of whether they result from any action taken by the Shareholder or any occupant of their apartment. Shareholders who experience loss or damage from conditions in another apartment are responsible for seeking compensation from the apartment's Lessee or the Lessee's insurance carrier.

34. REPAIRS OR ALTERATIONS

Residents desiring to undertake renovations, construction, demolition, alterations, or decoration work in their apartments must first contact the MA, who will explain the procedure and required approvals, including approval by the Board. Shareholders may be required to complete and sign an alteration and indemnification agreement, a request for approval of plumbing and electrical work and to deliver a certificate of insurance from all contractors and must comply with the federal disclosure regulation on lead-based paint. Where major structural alterations are planned, Shareholder shall submit architectural plans for approval by the building's architect. The Corporation will bill the Shareholder for the building architect's work on such reviews.

Any additional work and/or work not explicitly permitted under the original scope of work must be approved. If unauthorized work and/or work not in compliance with the building rules is discovered, a work stoppage will be implemented immediately and continue until formal resolution and permission to re-start is granted by the Corporation.

Examples of work requiring written approval include (but are not limited to): alterations, additions or removals attaching to or any way affecting building partitioning, ceiling, floor, structural support, facade or windows, electrical and plumbing systems, and plumbing fixtures. Once such work has been approved and commenced, shareholders and their contractors shall adhere to these house rules and to the directions of the superintendent, MA and building architect or engineer.

Unauthorized construction work puts Residents/Shareholders in default of the proprietary lease and may result in the cancellation thereof. Upon demand by the Corporation or the MA, unauthorized construction work shall be immediately removed, and the apartment restored to its original condition by the Resident/Shareholder at the Resident's sole cost and expense. Unauthorized construction can carry a penalty of \$100.00 per day from the date of notification of non-compliance until the construction is halted or proper consent is issued. Additionally, the

Resident will be responsible for the Corporation's fees in connection with the default including without limitation, fees of contractors, architects, electricians, engineers, plumbers, and attorneys.

Renovations, construction, alterations, decoration work and repairs either by residents or outside contractors may be done between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, not including legal holidays.

All contractors working in the building are required to cover hallway carpeting with clean Masonite and brown paper. Walls must be protected when contractors are bringing supplies in and out of apartments. Nothing is to be left leaning on the wallpaper. Any damage done to the hallways during apartment renovations will be repaired by the Corporation and billed to the Resident or deducted from the renovation deposit. Residents must inform their contractors of these requirements. All contract laborers must enter, leave and transport materials, tools, rubbish etc. through the service entrance with proper notification to the superintendent, who will arrange for elevator service, elevator padding/protection and unlocking/locking of the service entrance.

No tradesperson shall be admitted to an apartment unless a member of the resident's household is present, or the resident has given prior written consent to the concierge. When trades people are finished for the day, the resident must notify the concierge of their departure, which the concierge will then verify.

35. MOVING

Residents are expected to contact the MA and superintendent a minimum of two weeks in advance of any move to coordinate mutually agreeable schedule. Moves in and out of the building take place Monday through Friday, 9:00 a.m. to 4:00 p.m., not including legal holidays.

Moving companies are required to cover hallway carpeting with clean Masonite and brown paper. Walls must be similarly protected; nothing is to be left leaning on the wallpaper. Movers must avoid damaging lighting fixtures. Any damage done during apartment moves will be repaired by the corporation and billed to the resident or deducted from the move-in or move-out deposit. Residents must inform their movers of these requirements

Residents shall assume full responsibility for any and all damages to building structure or services as well as obligation to remove any debris created as the result of resident's transportation of personal effects through the public areas of the building. New residents moving into the building shall submit a check to the managing agent in the amount of \$500.00 made payable to The Opera Owners, Inc. as security against common area damage prior to a scheduled move-in. Residents moving out shall submit a check to the managing agent in the amount of \$600.00 made payable to The Opera Owners, Inc. as security against common area damage prior

to a scheduled move-out. In addition, this check shall serve as deposit to cover any electric charges outstanding at the date of the closing. The approval of any sale, sublet or move is subject to the receipt of these deposits. Under no circumstance shall residents or movers prop open and leave unattended the locked entry gate to the service entrance of the building.

36. ELEVATOR SERVICE

In certain cases, such as moves or construction, the superintendent, the Corporation or the MA may direct that the elevator be operated by members of the building staff. When this occurs, resident shall pay for all such service required at the prevailing overtime wage rate of supervisory/operating personnel required. No material, equipment, furniture or debris shall be carried under or on top of the elevators.

Resident's failure to comply with any of the requirements of the above articles can result in the imposition of fines of \$250.00 per day.

37. SHORT-TERM RENTALS

New York State law prohibits the rental of any apartment in a multiple residential dwelling unit such as the Opera to an individual or family for less than thirty consecutive days. Additionally, the Proprietary Lease forbids the sublet of any Opera apartment without an approved sublet application (see Section 38). Recent "sharing economy" applications such as Airbnb and others have made it easy to flout these laws and rules, but the Corporation is determined to enforce them and will actively monitor such services for evidence of intended violations.

In an effort to develop an approach that allows Residents to host those close to them while maintaining the safety and security of all Residents, preserve of the premises, and not jeopardize the Corporation's insurance coverage or violate the law, the Board has developed the following procedures and guidelines that must be followed:

Residents must never list or advertise their apartments as a short-stay residence or available for swapping on any online or offline media.

You may not receive any financial compensation or budgetary benefit for use of your premises (i.e., no "hoteling", apartment swapping, defraying business expenses by allowing customers, work colleagues etc. to stay in your apartment rather than at a hotel), regardless of your presence at the time except through a legal and Board approved sublet. Shareholders are permitted to have unattended guests occupy their apartment only under the following conditions:

- a) No financial compensation or value exchange for use of the apartment is received, except as part of an approved sublet agreement;
- b) No single stay exceeds 14 consecutive days;

- c) Shareholders fill out an Overnight Guest Form or Access Authorization Form Guest for all guests that will be staying in or accessing the Shareholder's apartment; the two forms are available from the concierge, the MA and BL;
- d) Cumulative visitor stays do not exceed 20 days in a calendar year;
- e) A new and complete Overnight Guest Form is submitted prior to each stay; and
- f) Adjacent neighbors, including those below the unit, are notified that guests will be accessing the shareholder's apartment and for how long.

Lessees are responsible for the behavior of all their guests, regardless of their presence during their time in the building, and should make sure that guests follow these house rules.

The concierge must refuse access to guests in the absence of a completed guest form. Guests arriving and asking for keys left for them will not be allowed in without a corresponding guest form.

The Board will consider any unattended guest stay not covered by a guest form or an approved Sublet application a violation of the Proprietary Lease, at which time a notice of violation will be issued, regardless of when the violation occurred. Fines will be levied by the Board along with other penalties including possible termination of the Shareholder's Proprietary Lease. In addition, all future unattended guests will be denied access to the premises.

38. SUBLETTING POLICY

All sublet applications, whether on a first time basis or renewal, shall be subject to the following conditions:

a. Approvals

All sublets are subject to the approval of the Board. If approved, each sublease shall contain the Corporation's form of rider ("Rider"), a copy of which is annexed to these house rules (Appendix A).

All subleases will be approved in one-year increments only. Although the lease term stated in a sublease may be for longer than one year, the Board shall have the right of approval for every year of a sublease.

b. The "Quota"

A shareholder may sublet a unit for a maximum of two (2) years (the "Quota") during any four (4) year period. Each year of any sublet shall count towards the Quota. Additionally, all sublets for less than one (1) year periods shall count towards the Quota. Two (2) years of prime

residency in an apartment is required before a sublet application shall be considered. The Corporation may increase the Quota in those instances where good cause exists and the Corporation will not be impacted negatively.

c. Fees

The sublet fee shall be equal to fourteen percent (14%) of the annual maintenance for the apartment in effect at the commencement of the sublease term which shall be payable in advance of the sublet term. The shareholder shall not be entitled to a refund of any part of the fee in the event the subtenant vacates the apartment prior to the end of the sublet term.

d. Deposits

The Shareholder will be required to deposit with the MA in a segregated interest-bearing account a deposit equal to one (1) month's maintenance as security for the Shareholder's compliance with the terms of the proprietary lease and for any damages or costs caused by or attributed to the tenancy. The Shareholder must supply his or her social security number on the application.

e. Request for Information

The Board reserves the right to ask for additional information such as, for example, tax returns or guarantors. In addition, on, after or prior to the anniversary date of any sublease, the Board may ask for such other and additional information as it may deem necessary, at its sole discretion, in order to give due and proper consideration to approval for an additional lease year. The shareholder will be responsible for the costs associated with the extra searches or out-of-pocket expenses.

f. Indemnification

The Shareholder will indemnify the corporation for any and all losses, costs and expenses that it may sustain by virtue of the acts or omissions of the subtenants. Shareholders must ensure that their subtenant(s) comply with these House Rules.

g. Occupants

No other occupants may reside in the unit other than the named subtenants and their immediate family, all of whom must be disclosed in the Rider.

h. Proprietary Lease Agreement

Nothing herein shall be deemed to be an amendment to the proprietary lease or to limit the number of sublets in the building.

All sublet fees shall be deemed additional rent under the shareholder's proprietary lease.

i. Penalties

A penalty fee of \$1,000 shall be charged against any Shareholder who sublets without the permission of the Corporation. Separate fees will be levied for each incident. Additionally, all associated legal fees incurred by the Corporation will be charged back to the Lessee. Repeated violations may result in termination of the Lessee's Proprietary Lease in accordance with Lease rules and Bylaws.

j. Lead Paint Disclosure

The shareholder must comply with the corporation's requirements for lead paint disclosure.

k. Amendments

This sublet policy may be amended from time to time by the Board.

39. REQUESTS, SUGGESTIONS OR COMPLAINTS

The building staff's primary responsibility is the maintenance of common areas. Residents that observe anything that requires action on the part of the building staff should issue a maintenance request through BL. Residents needing assistance with filing a maintenance request should contact the MA. Simply telling the concierge or members of the building staff about a problem is not sufficient. BL requests enable the MA and building staff to keep a record of all work and alert them to any patterns which might indicate systemic problems.

Past experience has shown that some maintenance requests have been for matters within apartments that are not the responsibility of the Corporation but of the individual Shareholder. In such instances the building staff will close the BL maintenance request with an explanation that such work is not the purview of the building staff or the responsibility of the Corporation.

The superintendent's working hours are from 9:00 a.m. to 5:00 p.m., Monday through Friday, not including legal holidays. Outside these hours, the superintendent can be reached through the concierge.

a. Special Problems

The corporation's MA is responsible for the general management of the building. The management executive supervises our superintendent. With respect to any matters that cannot be handled routinely through the superintendent, please contact the management executive.

b. Persistent Problems

Should you have a persistent or major problem, please state it in writing to the MA and forward one copy to the Board. The Board can be emailed at coop-board@2166broadway.com.

c. Suggestions

Residents with suggestions relating to the enforcement of these house rules, operating procedures or other policy areas, should send them to the Board's designated email address: coop-board@2166broadway.com.

40. FORMS

All paperwork necessary for approval of sales, sublets, alterations and renovations and refinancing is available from the office of the managing agent or from the Opera website <http://2166broadway.com/>. Forms are also available through BL.

41. REVOCABLE CONSENT

Any consent or approval given under these House Rules by the Corporation shall be revocable at any time.

42. DEFAULT

Any violation of these House Rules shall be deemed a default under the terms of the proprietary lease.

43. AMENDMENTS

The House Rules may be added to, amended or repealed at any time by resolution of the Board. The Board will distribute such changes to shareholders and/or Residents.

Appendix A to the House Rules

As required by the House Rules, this rider must be attached to all sublease agreements.

RIDER TO SUBLEASE AGREEMENT

DATED, _____, 20__

BETWEEN _____(the "Overtenant")

AND _____(the "Undertenant")

FOR APARTMENT _____(the "Apartment") at

2166 BROADWAY, NEW YORK, NEW YORK (the "Building")

LANDLORD: THE OPERA OWNERS, INC. (the "Apartment Corporation")

I. COOPERATIVE CORPORATION'S RIGHT TO CANCEL SUBLEASE

In consideration for the Cooperative Corporation's granting its consent to the sublease of the Apartment from the Shareholder to the Subtenant, it is understood and agreed that the Cooperative Corporation shall have the right, in its sole and absolute discretion, upon at least thirty (30) days' notice to both Overtenant and Subtenant prior to the annual anniversary date of this Sublease, to withdraw its approval of this Sublease. Upon such notice from the Cooperative Corporation, the Shareholder and the Subtenant agree that this Sublease shall be considered terminated, and the Subtenant shall vacate the Apartment on or before the anniversary date.

ASSIGNMENT OF RENTS

In consideration for the Cooperative Corporation's granting its consent to this Sublease, it is expressly understood and agreed that in the event the Shareholder defaults in the payment of the maintenance, assessments, or other charges to the Cooperative Corporation, or if the Shareholder or Subtenant otherwise defaults in the obligations to the Cooperative Corporation under the Over Lease appurtenant to the Apartment, in addition to any other rights and remedies available to the Apartment Corporation, the Shareholder hereby assigns to the Cooperative Corporation all of the rents or other charges payable by the Subtenant to the Shareholder pursuant to this Sublease.

Upon the written demand to the Subtenant from the Apartment Corporation, with a copy to the shareholder, the Subtenant shall pay the rents and other charges due under this Sublease directly to the Apartment Corporation. The Cooperative

Corporation shall pay over to the Shareholder any amounts collected from the Subtenant in excess of the amounts due from the Shareholder.

LEAD PAINT

The Shareholder and Subtenant certify to the Cooperative Corporation the following:

1. They have been advised of the requirements of the Federal Disclosure Regulations in lead based paint (the "Regulations").
2. They have received a copy of the pamphlet required to be distributed by the Regulations.
3. They have requested (or waived) information from the Cooperative Corporation which the Cooperative Corporation has regarding lead based paint in the common areas of the Building.

LENDER APPROVAL (Applicable only if Shareholder has a loan)

In accordance with the Aztech Form of Recognition Agreement executed by and between the Shareholder, the Cooperative Corporation and the Shareholder's lender (the "Lender") holding a security interest in the Apartment, the Cooperative Corporation expressly agreed that it would not consent to any subletting of the Apartment without the Lender's approval, which approval will not be unreasonably withheld. Accordingly, the Cooperative Corporation's consent hereto is expressly conditioned upon the Shareholder providing the Cooperative Corporation with written evidence of Lender's approval of this Sublease.

SALE OF APARTMENT

The Shareholder and Subtenant acknowledge that the maximum term of this Sublease is two years. The Shareholder and the Subtenant agree that the Apartment may be shown for resale by appointment during the last six (6) months of the second year of the term hereof. The foregoing shall not apply if the Shareholder plans to reoccupy the Apartment or keep it vacant at the end of the term.

In the event the Seller enters into a Contract of Sale for the Apartment, the Shareholder shall give a copy of said Contract to the Subtenant within ten (10) days after it has been executed, and the Subtenant agrees to vacate the Apartment in the condition called for in this Sublease at least three (3) days prior to the Closing under the Contract. If the Shareholder fails to give the notice aforesaid, then The Opera Owners, Inc. notice provision may be cured by the Cooperative Corporation after it has received the Contract and the Subtenant agrees to move out in the manner set forth above.

Nothing set forth in this paragraph shall contradict another provision in this Sublease which provides for an earlier move out by the Subtenant.

This is to affirm that we have read and do understand the above provisions and do agree to abide by them.

Shareholder: _____

Subtenant: _____

Shareholder: _____

Subtenant: _____

Date: _____

Date: _____