

# Rules and Regulations for the SPEARS BUILDING CONDOMINIUM

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building or any part of the Common Elements shall not be obstructed or used for any other purpose than ingress and to egress from the Units.
2. No articles (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the halls or any of the staircases or fire tower landings of the Building, or other common areas.
3. No occupant or their children or guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Building.
4. No public halls or public elevator of the Building shall be decorated or furnished by any Residential Unit Owner in any manner except upon written permission of the Board.
5. Each Unit Owner shall keep his/her Unit in a good State of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown there from, or from the doors or windows thereof, any dirt or other substance.
6. No Owner shall occupy or use his/her Unit, or permit the same or any part thereof to be occupied or used, for any immoral or illegal purpose.
7. No owner shall permit anything to be done or kept in his Unit or in the Common Elements which would be in violation of any Law.
8. Nothing shall be done or kept in any Residential Unit or in Common or Limited Common Elements (including inflammable, combustible or explosive fluids or substances) that will increase the rate of insurance in the Building without the prior written consent of the Condominium Board; or that will result in the cancellation of insurance on the Building, or that would be in violation of any law.
9. No offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Unit Owners or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

10. No sign or advertisement of any kind shall be displayed to the public view or from any Residential Unit or from the Common Elements, without the prior written consent of the Board of Managers; provided, however, that this provision shall not apply to signs placed by Sponsor or its designee or Commercial Unit(s) Owner(s).

11. No window guards or other window decorations shall be used in or about any Residential Unit except those which are legally permissible and have been approved in writing by the Board at its sole discretion.

12. No bicycles, carts, or other similar vehicles shall be taken into or from the Building through any entrance not designated by the Board of Managers or the Manager for that purpose, and no baby carriages, bicycles, scooters or vehicles of any type shall be allowed to stand in any Common Element or public area of the Building.

13. No vehicle belonging to a Unit Owner or a family member, guest, tenant or employee, shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building.

14. The Board (or the Managing Agent thereof) may from time to time curtail or relocate any portion of the Common Elements devoted for service purposes.

15. No refuse or article shall be placed or stored in any of the Common Elements, nor shall any fire exit be obstructed in any manner..

16. Clothes and other articles shall not be dried or aired on or from any terrace, window, door, or roof.

17. Nothing shall be thrown, swept, hung, shaken or dried from the doors, windows, or terraces or placed upon the window sills of the Building.

18. No Common Element of the Building (other than Limited Common Elements to which the Owners of particular Units have exclusive access) shall be decorated or furnished by any Unit Owner (other than Sponsor) in any manner.

19. No radio or television aerial shall be attached to or hung from a window or the exterior of the Building except such as shall have been approved in writing by the Board of Managers, nor shall anything be projected from any window of a Residential Unit without similar approval and no signs shall be inscribed or exposed on or at any window or other part of the Residential Units in the Building.

20. No ventilator or air conditioning device shall be installed in any Unit, without the prior written approval of the Board of Managers or the Manager, as to the type, location and manner of installation of such device, which approval may be

granted or refused in the sole discretion of the Board of Managers or the Manager.

21. Any and all motor driven equipment, compressors, commercial vacuum cleaners and air conditioners shall be insulated as needed in order to minimize noise and vibration.

22. No Unit Owner shall conduct a business which will damage or threaten the soundness of floors, ceilings, walls or structural elements or their surfaces. Upon determination by the Board of Managers of any such damage by any Unit Owner, the cost of such repairs or replacements shall be the sole obligation of such Unit Owner.

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

24. No Unit Owner shall make or permit any disturbing noises or activity in the Building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other occupants of the Building. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a radio or television set or other audible device in such Owner's Unit between the hours of twelve (12) o'clock midnight and the following seven (7) o'clock A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of ten (10) P.M. and the following nine (9) A.M.; or to use the garbage compactor between the hours of ten (10) P.M. and eight A.M.

25. No nuisances shall be allowed on the Property nor shall any use or practice be allowed which unreasonably interferes with the peaceful possession or proper use of the Property by its owners, residents or occupants.

26. Unit Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

27. No refuse shall be removed from the Units except at such times and in such manner as the Board of Managers or the manager may direct.

28. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designated, nor shall any refuse or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit by the owner, his guests, his

employees, his tenants, or his family shall be repaired and paid for by the owner of such Unit.

29. Unit Owners, their families and guests, have access to their roof space (limited common element) designated for their own use but not the use of the other spaces designated limited common elements for other residential units.

30. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from Units.

31. The agents of the Board of Managers or the Manager, and any contractor or worker authorized by the Board of Managers or the Manager, may enter any Unit in the Building at any reasonable hour of the day on at least one (1) day's prior notice to the Unit Owner for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; or to make repairs, replacements or improvements, or to remedy certain conditions which would result in damage to other portions of the Building or result in a violation of the Certificate of Occupancy; or for emergency repairs; or to abate any violation of law or orders of governmental agencies having jurisdiction thereof.

32. The Board of Managers or the Manager may retain a passkey to each Unit. If the Unit Owner is not personally present to open and permit an entry to his Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to the Board, then the Board or their agents (but, except in an emergency, only when specifically authorized by an officer of the Board) may forcibly enter such Unit without liability for damages or trespass by reason thereof (provided reasonable care is given to such Unit Owner's property).

33. If any key or keys are entrusted by a Unit Owner or by a family member, agent, servant, employee, licensee or visitor to an employee of the Condominium the acceptance of such key shall be at the sole risk of such Unit owner and the Board shall not (except as provided above) be liable for injury, loss or damage of any nature directly or indirectly resulting there from or connected therewith.

34. No refuse from the Residential Units shall be sent to any holding or other area of the Building except at such times and in such manner as the Board or the Managing Agent thereof may direct.

35. No occupants of the Building, guest or employee may send any employee or agent of the Condominium thereof out of the Building on any private business.

**36. No bird, reptile or animal shall be permitted in any of the public portions of the Building unless carried or leashed. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or sidewalk or street adjacent to the Building.**

**37. Unit Owners will faithfully observe the procedures established from time to time by the Board of Managers or the Manager with respect to services provided and management of the Building.**

**38. All repairs, construction and installations shall be performed in or to the Common Elements or Units only between 8:00 a.m. and 6:00 p.m. on any day except Sundays and holidays unless necessitated by an emergency.**

**39. During repairs or construction, all debris must be stored within the unit creating the debris and thereafter removed and disposed of same by a licensed independent carter engaged by the unit owner.**

**40. All unit owners will be responsible to ensure that any worker admitted by them shall secure entrance doors immediately upon entry. The names and business addresses of all contractors/subcontractors shall be given to the Board prior, to the commencement of any work in the building.**

**41. No group tour or exhibition of any Residential Units or its contents shall be conducted nor shall any auction sale be held in any Residential Unit without the consent of the Board.**