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DEFINITIONS

The "Corporation" is 61 West 62 Owners Corp., a New York corporation.

"The Harmony" is the residential portion of the building located at 61 West 62nd Street, New York, NY, owned by the Corporation.

The "Board of Directors" (or the "Board") is the Board of Directors of the Corporation.

The "Lease" is the Proprietary Lease.

An "Owner" is any person owning an apartment in The Harmony (that is, the owner of the cooperative shares associated with the apartment and the lessee under the Lease).

A "Tenant" is any person who resides in, or otherwise occupies, an apartment in The Harmony pursuant to a lease agreement with the Owner of the apartment.

A "Resident" is any person who resides in, or otherwise occupies, an apartment in The Harmony as either an Owner or Tenant, any member of his or her family (spouse, child, sibling or parent), guests and employees who reside in the apartment.

The "Resident Manager" is an employee of the Corporation whose responsibility is to insure the property and its building's systems and procedures are maintained.

The "Building" is the building located at 61 West 62nd Street, New York, New York.

The "common areas" are all parts of The Harmony except the apartments and areas reserved for the use of building personnel.

1. ACCESS TO APARTMENTS

The Corporation, through the Resident Manager or its other agents, shall at all times have a right of entry to all apartments, as provided in the Lease. It is the responsibility of each Owner to furnish a complete set of apartment keys to the Resident Manager to facilitate such entry in the event of emergency. Any Resident who wishes that keys to his or her apartment be available at the front desk for the use of domestic employees, contractors or other persons shall provide the

Resident Manager with both an additional complete set of keys to the apartment and a list of the names of the persons authorized by the Resident to use the keys. Persons wishing to use keys left at the front desk may be required to provide identification, sign when obtaining the keys and when returning them, and comply with such other rules as the Resident Manager and/or

Managing Agent may from time to time prescribe, subject to the approval of the Board.

2. LOBBY AND OTHER COMMON AREAS

The lobby is for the use of Residents and their guests only. The lobby shall not be used as a waiting area for clients of Residents with a professional office in the building. No baby carriages, strollers or similar vehicles shall be left unattended in the lobby or other common areas at any time. The corridors, stairways, landings and service elevator areas of the building shall not be obstructed or used for any purpose other than entering and exiting from the apartments in the building. Bicycles must be walked, and roller skates, skateboards and scooters carried, through common areas of the building.

3. SUPERVISION OF CHILDREN

No one is permitted to use the common areas or the area under the canopy at the front entranceway as play areas. Young children should be supervised at all times when they are outside their apartments. Children 16 years of age and younger must be accompanied by an adult when using the Community Room. Each apartment with a child under the age of 10

must be equipped with window restraining bars in accordance with the requirements of New York City law. Residents must annually certify their compliance with the restraining bar law.

4. SECURITY

No person other than a Resident, known to the attendant on duty, is to be admitted past the lobby unless either he or she is announced by name from the lobby to the apartment, and the propriety of the person's admission is acknowledged, or the apartment Resident has given prior written instructions to the concierge pertaining to the person's expected arrival and admission.

The visitor must remain in the lobby until such time as the Resident acknowledges the visitor. A Resident going away for an extended period should so advise the Resident Manager.

5. DELIVERIES

No deliverymen will be permitted above the lobby level of the building. Use of the front desk to accept deliveries shall not be abused. Deliveries of groceries must be retrieved promptly. Furniture and other items too large to fit in the storage area will not be accepted on a Resident's behalf when the Resident is not at home.

6. BICYCLES

- (a) No bicycles, scooters or similar vehicles shall be allowed in the passenger elevators, and none shall be allowed to stand in any common areas of the building. All such vehicles shall be brought in and out of the building using the service entrance whenever possible. If the service elevator is in use, call the concierge to arrange for the service elevator to be sent to your floor.
- (b) Anyone desiring to transport a vehicle from or to the bicycle room must first obtain a bicycle room key from the concierge, which must be returned to the concierge before leaving the building with the bicycle and immediately after returning the bicycle to the bicycle room, as the case may be. If the service elevator is unavailable, Residents must ask the

concierge for the key to the west side stairwell as well as for the bicycle room key and return them together.

(c) Any Resident storing a vehicle in the bicycle room is responsible for keeping it in a locked and protected condition. Each bicycle should be tagged with the name of the Resident who owns it and the Resident's apartment number. Residents who use the bicycle room do so at their own risk. Neither the Corporation nor its employees or agents will be responsible for any theft or other loss or damage to a vehicle in the bicycle room.

7. COMPLAINTS AND REQUESTS FOR SERVICES

Requests for services by building personnel should be made to the concierge or the Resident Manager. Residents are urged to bring minor complaints first to the attention of the Resident Manager. Any violations of House Rules by an employee or Resident should be promptly reported to the Resident Manager so that immediate corrective action can be taken. Any complaint regarding the condition of the building or the services of the building's staff may be addressed, preferably in writing, to the Managing Agent or to the Board of Directors, care of the Managing Agent. Complaints regarding the Managing Agent should be made to the Board of Directors, care of any member of the Board.

8. EMPLOYEE GRATITUDY

Yearly donations to the building staff may be made at the discretion of each Resident. Such gifts are voluntary. Constant tipping is not encouraged, although recognition of unusually good service is always appreciated and will be helpful in retaining deserving employees.

9. EMPLOYEE INTERFERENCE

No Resident shall direct or send any employee of the Corporation outside the building on any private or personal business while the employee is on duty. While friendly interaction between Residents and building staff is desirable and encouraged, Residents are reminded that the doormen and porters all have assigned duties, from which they should not be distracted.

10. POLICE AND OTHER EMERGENCIES

If the police or emergency medical service personnel have been summoned, inform the front desk immediately, so that the police or EMS personnel may be directed to the correct apartment upon their arrival. In the event of any incident requiring the presence of the police on the premises, the Resident(s) involved must report the details in writing to the Resident Manager, the Managing Agent or the Board.

11. FIRE SAFETY AND PROCEDURES

- (a) All Residents should read carefully the Fire Safety Notice distributed by the Managing Agent and affix it to the inside of the apartment entry door. If a Resident does not have a copy of the Notice, one should be obtained from the Managing Agent. It is recommended that each Resident equip his or her apartment with a home fire extinguisher and smoke alarm devices.
- (b) The building staff will respond to notice of fire with the available extinguishers to attempt to bring the fire under control even prior to the arrival of the fire department. Residents should cooperate only to the extent of following directions of these, authorized personnel.
- (c) The doors to the service elevator areas and to the stairs are fire doors and must be kept closed at all times when not in actual use. Access passages to the stairs and the stairs themselves must be completely free of obstruction at all times.

12. LAUNDRY FACILITIES

Use of the laundry room and facilities is at the sole risk of the Resident using them, and the Corporation will not be liable for any injury, damage or loss, whether due to negligence or otherwise. Residents and their agents or employees using the laundry room and facilities shall maintain them in a clean and orderly fashion. The laundry room will be available for use during the hours designated by the Board. The equipment in the room is provided under service contract by an outside firm, which is responsible for its maintenance. Laundry carts shall not be removed from the laundry room.

13. GARBAGE AND TRASH

The following rules shall be observed with respect to the disposal of trash and garbage and the use of the compactor:

- (a) All wet debris, garbage and small dry trash shall be wrapped or bagged to fit easily into the hopper panel of the compactor chute.
- (b) All such materials shall be made completely drip-free before being removed from the apartment and carried to the compactor room in a drip-proof container. The materials must be placed all the way into the chute area for disposal. Under no circumstances shall garbage or other moist refuse be placed anywhere except down the compactor chute.
- (c) Each Resident should have a guide to the NYC Recycling Program and adhere to it. Items for recycling should be left in the appropriate bin in the compactor chute room.
 - Large cartons, boxes, cans, crates, clothes hangers, and large wood or metal objects -as well as any other bulky trash too large for the hopper -- shall not be dropped down the compactor chute. Instead, such items shall be left bagged or stacked neatly on the floor. Bulky items should be left in compactor room between 10:00 A.M. and 6:00 P.M. and a service employee summoned to dispose of them by way of the service elevator. Items must not be left in a manner that might obstruct access to the stairs.
- (d) In no event shall any of the following be thrown into the compactor chute: lit cigarettes or cigar stubs, bottles, newspapers, cans (especially paint or aerosol cans), oil-soaked rags, floor scrapings, carpet sweepings containing naphthalene, camphor balls or flakes, or any other flammable, explosive or combustible substances.
- (e) It is the responsibility of Residents to instruct domestics and others in their employ on the proper disposal of trash and garbage and to ensure their adherence to all of the above rules on the subject.

14. PLUMBING FIXTURES

Toilets, other water apparatus, and plumbing fixtures in the apartments and the building shall not be used for any purposes other than those for which they were intended and installed. Any damage resulting from misuse or neglect of toilets or other plumbing fixtures shall be paid for by the Owner in whose apartment it shall have originated or been caused.

15. MAILROOM

Residents' mailboxes must be locked at all times. Any damaged mailboxes should be reported to the Resident Manager. A Resident who wishes to post a notice on the notice board in the mailroom must obtain prior approval of the notice from the Resident Manager. A current list of the members of the Board will be kept posted on this notice board.

16. SUGGESTION BOX

The locked suggestion box in the lobby mailroom is for use by all Residents. Your written comments, criticisms and offers of help will be passed on to the Board or appropriate committees for their action.

17. NOISE OR NUISANCE

- (a) No Resident may make or permit any disturbing noise or odors in the building, or do or permit anything to be done that will interfere with the rights, safety, comfort or convenience of other Residents, or their peaceful enjoyment of their apartments.
- (b) No construction or repair work involving noise shall be permitted, except on weekdays between the hours of 9.30 A.M. and 4:00 P.M., and then only after receiving the prior written approval of the Resident Manager, the Managing Agent or the Board.
- (c) No television, radio, or audio or musical instrument or equipment may be operated or played in such a manner as to disturb or annoy other occupants of the building, nor shall any vocal noise be permitted to the disturbance of neighbors and other Residents. Musical instruments can be played in a quiet manner, so as to not unreasonably disturb their neighbors,

between the hours of 9:00am and 7:00pm. Provided, that this time window may be modified in individual circumstances in the discretion of the Board under the principles of subparagraph (a) and (d).

(d) In the event of noise complaints, the Board reserves the right to require that a Resident take appropriate steps to reduce sound disturbance, including without limitation installation of rugs or carpeting, or equally effective noise reducing material, sufficient to cover up to 80% of the area of each room -- excepting only kitchen, bathrooms, closets and foyer.

18. DOGS AND OTHER PETS

- (a) Dogs shall not be permitted in sublet apartments. There will be a limit of one dog per Owner occupied apartment, except that Resident Owners who, as of January 1, 2005, have two or more dogs in an apartment (i) shall be permitted to keep those dogs for as long as the dogs live and (ii) will thereafter be limited to two dogs in the apartment.
- (b) Pets of Residents shall be allowed in the building only if, and only as long as, they do not interfere with the safety, comfort and convenience of other Residents and the cleanliness of the building premises. Excessive barking by any dog may be sufficient reason for revoking permission for the owner to harbor the pet in the building.

In all areas of the building outside of their owners' apartments, pets shall be kept on leashes or carried at all times.

(c) No pet shall be permitted to defecate or urinate in or near the Building or on balconies or terraces. All incidents of pets defecating or urinating shall be promptly reported by the Resident to the Resident Manager or Doorman. Pet owners shall be responsible for cleaning up immediately after any such occurrence. Pet owners will be required to reimburse the Corporation for the cost of cleanups or repairs necessitated by their animals.

Pets shall be kept on a short lease three (3) feet in all area of the Building, including, without limitation, the main entrance, 62^{nd} Street, Atrium and the immediate surrounding areas of the building. Extending types of pet leashes are not permitted.

- (d) Dog owners are responsible for their dogs' actions as well as the actions of anyone to whom their dogs' care is entrusted, i.e. dog walkers, neighbors. Because of complaints about the behavior and actions of some dogs in the building the board has undertaken to address the problem. The Board of Directors has determined to impose dog rule violation fees to be paid by the owners of the apartment, in the event of a violation of the "dog rules." The first offense will result in a warning letter; the second offense will result in imposition of a \$50.00 dog rule violation fee; the third offense will result in imposition of a \$100.00 dog rule violation fee; and, if there is a fourth offense, it will be deemed a material violation of the proprietary lease and house rules of the Apartment Corporation, with the appropriate sanctions.
- (e) Pigeons or other birds and animals shall not be fed from windowsills, terraces, balconies, or outdoor spaces in or around building property.

19. ALTERATIONS TO APARTMENTS

(a) The provisions of the Lease shall be strictly adhered to. No demolition, alteration or repairs to any apartment shall be made without the prior written approval of the Managing Agent and, if required by the Managing Agent, subject to review by the Board, the Corporation's engineer and/or architect and/or other professionals (all at the expense of the Resident seeking approval), the execution of an alteration agreement in a form approved by the Board, payment of the Managing Agent's processing fee in the amount provided for below under "FEES," and payment of a security deposit in an amount determined by the Managing Agent or the Board. Residents may not make alterations in the design or basic structure of windows or any other external feature of their apartments without the written consent of the Board. No sign, notice, advertisement or lettering shall be affixed or inscribed on any part of the building or on any window or door thereof, nor shall any aerials, antennae, window guards, ventilators, air conditioning units, awnings or other projections be installed upon or attached to the roof or the outside walls or windows of the building, without prior written consent of the Board. Nothing shall be hung, shaken or thrown from windows, terraces or balconies of the building. Nothing shall be placed in front of the building on the sidewalks that will obstruct pedestrian traffic or detract from the appearance of the building.

- (b) No clothes washers or dryers shall be installed or permitted in apartments without prior written consent of the Board or the Managing Agent, to be provided or withheld in their sole discretion.
- (c) No planting beds, shrubs, trees, boxes or planting containers of any kind, or any statuary, shall be permitted on terraces or balconies except in accordance with the terms of prior written approval by the Board. Unauthorized planting beds, shrubs, trees, boxes or containers, or unauthorized statuary may be removed by the Corporation at the Owner's expense and without any liability on the part of the Corporation or its agents or employees.

20. MAINTENANCE, ASSESSMENTS AND OTHER CHARGES

- (a) Maintenance, special assessments and such other charges as may be included in the monthly invoice (electricity, cable, etc.) are due and payable on the first day of each month. Unless waived by the Managing Agent or the Board for good cause shown, a late payment fee in the amount provided for below under "FEES" will be imposed if full payment of all amounts due (including any prior late payment fees) has not been received by the Managing Agent by the 15th day of the month in which the payment was due.
- (b) The Board may impose on Owners, one or more special assessments for the purpose of balancing the Owner's budget, capital improvements, repairs and/or replacements, and/or for addition to the reserve fund. A special assessment may be billed to Owners either as a lump sum in their next maintenance bill or else spread over a number of months, at the Board's discretion.

21. MOVING IN AND OUT OF APARTMENTS

(a) The Owner will be responsible for any damage caused in the course of a move into or out of an apartment. The Resident Manager must be notified at least two (2) weeks in advance of any such move so that the service elevator may be reserved, at which time payment will be required of a move-in/move-out fee and a deposit as security against damage, in the amounts provided for below under "FEES." The Resident Manager shall be the sale judge of whether damage occurred and the extent of any such damage.

(b) Moving must be done through the service entrance, using the service elevator only and only during the period for which the elevator has been reserved. The elevator cannot be used outside the hours of 9:00 A.M. to 4:00 P.M. weekdays, unless prior special arrangements have been made with the Resident Manager.

22. SALE OR SUBLET OF AN APARTMENT

- (a) No apartment may be sold or sublet without the written consent of the Board, except as otherwise provided in the Lease with respect to Original Purchasers, who must obtain the written consent of the Managing Agent, or of the Board. The Managing Agent may require any Owner claiming the status of Original Purchaser to furnish documentation of such status.
- (b) Use of apartments are intended to be limited to the Owner and members of the Owner's immediate family (spouse, child, sibling or parent). Consequently, no Owner shall give permission or otherwise allow a person who is not a member of the Owner's immediate family to reside in the Owner's apartment, while neither the Owner nor any member of the Owner's immediate family is also in residence, except with the prior written approval of the Managing Agent or the Board of Directors. Any request for permission for person(s) not members of an Owner's immediate family, to occupy an Owner's apartment, while the Owner and/or members of the Owner's immediate family are not present shall be deemed a request for consent to a sublease if the requested period exceeds fourteen (14) days and, as such, must meet the requirements of these Rules, except as same may be superseded or otherwise governed under New York State Law (i. e., the "Roommate Law").
- (c) The Managing Agent shall not give approval to any occupancy of an Owner's apartment in the absence of members of the Owner's immediate family if the requested period of occupancy exceeds (Out-teen (14) days. Further, the Managing Agent shall not approve any such request made less than one (l) year from the date of the last approved request."-c) After two (2) years of continued residence in the Building, a shareholder may sublet his or her apartment for one

(1) year with the option to renew for a second year, subject to Board or Management approval. Subleases must have a duration of not less than twelve (12) months and not more than two (2) years and must (i) be in writing in the then current form of lease recommended by the Real Estate Board of New York, Inc., with only such modifications as shall be approved in writing by the Board; (ii) be consistent with the terms of the Lease and Bylaws; (iii) contain a provision that it may not be modified, amended, renewed, extended or assigned without the prior written consent of the Board; (iv) contain a provision that the subtenant may not further let the demised premises in whole or in part, without the prior written consent of the Board; (v) contain an affirmative covenant that the subtenant has received, read and will comply with the current House Rules and the Lease; (vi) contain a provision granting the Board the right and power to terminate such sublease and/or to bring summary proceedings to evict the subtenant in the name of the Owner, in the event of default by the subtenant in the performance of such sublease; all costs and expenses, including reasonable attorneys' fees, shall be the obligation of the Owner. No sublet may exceed two years. If the sublet application is approved, the shareholder will be required to pay in addition to the applicable application and processing fees, the Corporation's usual fees, including without limitation, its sublet fee. Shareholders who have sublet an apartment pursuant to the provisions hereof shall have no further right to sublet for a period of ten (10) years after the termination date of the prior sublet. Any Owner seeking a waiver of any of the requirements of this section must adduce special circumstances warranting the waiver, and the grant or denial thereof shall be at the sole discretion of the Board. No waiver to allow a sublease of less than twelve (12) months' duration will be granted more than once in any twelve (12) month period.

- (d) In the event of a sale, sublet or refinancing of an apartment, the Owner thereof shall be responsible for the pertinent fees provided under "FEES."
- (e) In the event of a sublet of an apartment, or a renewal or extension of an existing sublet, for the duration of such sublease, extension or renewal the Owner shall pay as a sublet fee a monthly maintenance surcharge in the amount provided for below under "FEES". The Corporation's current sublet fee is seventy-five cents (\$0.75) per share of stock/per month of the Sublease, payable to "61 West 62 Owners Corp." Sublessee(s) and/or non-owner occupant of the apartment shall not be permitted to maintain a pet in the building.
- (f) The provisions (a)-(e) of this section are subject to provisions in the Lease regarding Holders of Unsold Shares. The Board may require any Owner claiming the status of a Holder of Unsold Shares to furnish documentation of such status.
- (g) There shall be no "open house", group tour or exhibition of any apartments without the prior approval of the Corporation through its Board or Managing Agent. An Owner wishing to conduct an "open house" or a group tour or exhibition of an apartment or its contents, or to hold an auction sale in an apartment, shall request approval of the Managing Agent and shall comply with such scheduling and other rules as the Managing Agent may from time to time prescribe, subject to the approval of the Board. It shall be the responsibility of the Owner to ensure that

any broker acting on his or her behalf is aware of these rules and adheres to them.

23. TRANSFERS TO TRUSTS

All transfers to a trust require the consent of the Board and will be considered on a case-by-case basis, however, the Corporation has no general proscription against such form of ownership. All trust documentation must be in form and substance satisfactory to the Corporation and its counsel. In all cases where consent is granted, the Corporation will require agreements drafted by its counsel. These agreements will include, but not be limited to, occupancy agreements and personal guarantees. In addition, the normal and usual transfer requirements of the transfer agent will apply. All fees of the Corporation's counsel and its transfer agent related to review of

requests for the approval of transfers to trusts shall be paid by the Shareholder.

24. FEES

The fees provided for by these House Rules shall be in the amounts stated in the appended Schedule of Fees, or such greater or lesser amounts as the Board may hereafter impose, effective upon written notice to Owners.

25. LITHIUM-ION BATTERIES

No electric bicycles, scooters, or similar e-mobility devices or vehicles (an "LI Vehicle") using lithium-ion batteries are permitted in the Apartment, on the terraces, balconies, or any other spaces appurtenant to the Apartment, or in the common areas of the building (including but not limited to the public halls, lobbies, basement, elevator, vestibules, and stairways) (collectively, the "Property"). As such, no Lessee (Tenant) shall permit any LI Vehicles (whether belonging to the Lessee (Tenant) or to their guests, employees, agents, visitors, tenants, sub lessees (tenants), or licensees) (collectively, "Guests") to be brought into, kept, charged, or stored in the Property. In the event a violation of the foregoing policy results in a fire at the Property, the Lessee (Tenant) who brought the LI Vehicle into the Property or whose Guests brought the LI Vehicle into the Property, shall be responsible for the damage resulting from the fire.

26. MISCELLANEOUS

- (a) Furnishings and decorations for the corridors, including the outside face of apartment doors, are the responsibility of the Board and are not subject to individual choice.
- (b) The taking of pictures in public areas of the building for purposes of commercial photography is not allowed without prior written Board approval.
- (c) No one is permitted on the roof except building staff and penthouse Residents.

- (d) No vehicle belonging to a Resident or employee of a Resident shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.
- (e) The Board shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- (f) Any consent or approval given under these House Rules by the Board shall be revocable for good cause at any time.
- (g) Violations of these House Rules in such manner as to cause damage to the building, its fixtures or furnishings, or to impair the safety or comfort of Residents, or their peaceful enjoyment of their apartments, shall constitute "objectionable conduct" under Section 31(f) of the Lease.
- (h) Every shareholder shall obtain and maintain a personal homeowner's policy of insurance for his or her apartment, with coverage amounts and carriers reasonably satisfactory to the Corporation. Such coverage shall include property damage and legal liability (currently a minimum of \$500,000.00). Upon request by the Corporation, the shareholder shall provide proof of insurance to be delivered to the Corporation's managing agent.

27. NO SMOKING POLICY

NO SMOKING AFFIDAVIT 61 West 62 Owners Corp.

STATE OF NE	W YORK)				
) ss.:				
COUNTY OF N	NEW YORK)				
-			, being			
duly sworn, say	(s):					
1. I (We) an 62						
- '	the "Corporat" "Apartment"		roprietary lease of apartment			
the current share	eholder(s);					

"The Corporation recognizes that the odors and smoke generated by cigarette, cigar, pipe and other tobacco products and also by electronic vapor cigarettes (e-cigarettes) or similar products ("Smoking Activities"), are disturbing to many residents of the Corporation's premises and have an adverse effect on the quality of life of many residents. In order to reduce the disturbing effects of such smoke and odors, purchasers and subtenants who become residents on or after July 1, 2012, and their respective guests, family members, occupants and invitees, are prohibited from engaging in Smoking Activities anywhere on the Corporation's premises, including apartments and all common areas. On or after July 1, 2012, all purchasers and subtenants shall be required to sign a 'No-Smoking Affidavit,' a copy of which is attached hereto, acknowledging this policy and agreeing with certain penalties if the building's "No Smoking" policy is violated."

- 2. I(We) make this affidavit in connection with my(our) application to the Corporation for consent to such purchase knowing that the Corporation will rely on the veracity of the statements made herein, that such statements are a material inducement to any consent issued by the Corporation thereto, and that should any statement made by me (us) turn out to be untrue at any time hereafter, any such corporate consent shall be deemed void ab initio.
- 3. Should corporate consent be deemed so void, the Corporation will be entitled and authorized to require me(us) to sell our Apartment promptly (corporate consent to which transaction may be required pursuant to the proprietary lease), even if such sale shall result in a financial loss to me(us). Should I(we) fail promptly to so sell, the Corporation

may take all appropriate legal and/or equitable action to require me(us) to do so and require me(us) and any other residents to vacate the Apartment within thirty (30) days of written demand pending our sale of the Apartment. No such demand that I(we) vacate the Apartment shall be construed as obligating the Corporation to permit us to sublet the Apartment.

- 4. I(We) agree to reimburse the Corporation upon demand, as additional rent under the proprietary lease, for its costs and expenses, including but not limited to its legal fees, incurred in connection with my(our) breach of any statement made herein, and/or anything done by the Corporation as a result and/or any legal or equitable action or proceeding brought by the Corporation in connection herewith.
- 5. I(We) also herewith indemnify the Corporation and hold it and its officers, directors, employees and agents harmless against any cost or expense including, but in no way limited to, attorneys fees, incurred in connection with my(our) breach of any statement made herein, and/or anything done by any person as a result and/or any legal or equitable action or proceeding brought by any person in connection therewith.
- 6. I (We) understand that the Corporation has a strict no smoking policy which applies to me (us) as well as to anyone present in the Apartment at any time while I(we) am in title to the stock and lease appurtenant to the Apartment, for whose actions in the Apartment I(we) am(are) responsible.
- 7. I (We) state that neither I (we) nor anyone who shall be present in the Apartment at any time ("Occupants"), whether as a visitor, invitee, guest, licensee, subtenant or otherwise, smokes, or shall smoke or be permitted to smoke or violate the Corporation's no smoking policy as embodied in its House Rules (receipt of a copy of which is hereby acknowledged), either within the Apartment, or on any balcony or terrace thereof or in or adjacent to any common area (as defined in the House Rules) of the building or on land owned by the Corporation.
- 8. I(We) understand that a breach of the no smoking House Rule shall be a breach of the proprietary lease, carrying consequences separate and apart from, and additional to, those provided for in the event of a breach of any statement made herein.
- 9. I(We) agree that, in the event the Corporation determines that I(we) or any Occupant has breached any statement made herein (but not including smoking by anyone sent by the Corporation to the Apartment, e.g., for repairs or inspection), such breach shall entitle the Corporation to declare its consent to my(our) purchase of the shares and proprietary lease appurtenant to the Apartment void ab initio.
- 10. The terms of this Affidavit shall survive our purchase or sale of the stock and proprietary lease appurtenant to the Apartment.

Agreed: (sign)		
Agreed: (sign) Prospective shareholde	er print name:	
(sign)		
(sign)Prospective shareholder	er print name:	
STATE OF NEW YORK)		
) ss.:		
COUNTY OF NEW YORK)		
On the day of undersigned, personally appeared	in the year 20	before me, the
	, personally known to me	
basis of satisfactory evidence to be the i	` /	` '
within instrument and acknowledged to his/her/their capacity, and that by his/he		
or the person upon behalf of whom or winstrument.	•	
	Notary Public	

28. AMENDMENTS

These House Rules may be added to, amended or repealed at any time by resolution of the Board, effective upon written notice to Owners. Owners are responsible to ensure that their Tenants are informed of any such changes. Owners are encouraged to submit suggested changes to the Board, but only in writing.

APPENDIX TO HOUSE RULES: SCHEDULE OF FEES Payable to 61 West 62 Owners Corp. – Updated January 1, 2018

Move in/out fee: \$500.00 Update August 2015

Damage deposit on move in/out: \$450.00 Late payment fee: \$100.00

Sublet fee; \$0.75 per share monthly

Administration Fee – Purchase Application \$1,500.00

Administration Fee

Refinance Application \$ 600.00

Processing fees payable to the Managing Agent: - Updated January 1, 2018

Alteration agreement: \$400.00
Purchase Application: \$700.00
Sublet Application: \$400.00
Sublet renewal: \$100.00
Financing or refinancing: \$400.00

The current Managing Agent, FirstService Residential, is the exclusive transfer agent for the Corporation and may charge other fees in connection with transactions in which shares are transferred or made subject to a security interest. For the amount of these fees, consult the Managing Agent's current "Transfer Fee Schedule."

Schedule of Fines payable to 61 West 62 Owners Corp.

Pet Policy Fines

1st offense Warning Letter

 2^{nd} offense \$ 50.00 3^{rd} offense \$100.00

4th offense Apartment corporation to take any

necessary

steps to cure any violations