

# THE IRVIN CONDOMINIUM

## SCHEDULE A

### **THE IRVIN CONDOMINIUM RULES AND REGULATIONS**

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Building shall not be obstructed or used for any other purpose than ingress to and egress from the Units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of the Building.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators (if any), vestibules, corridors, stairways or fire towers of the Building.

4. No public hall or public elevator vestibule (if any) of the Building shall be decorated or furnished by any Unit Owner in any manner.

5. Each Unit Owner shall keep such Unit Owner's Unit and any Limited Common Elements appurtenant thereto in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

6. No window guards or window decorations shall be used in or about any Unit, unless otherwise required by Law, except such as shall have been approved in writing by the Board or the managing agent of the Condominium, which approval shall not be unreasonably withheld or delayed.

7. No radio, television aerial, satellite, disk or similar devices shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Building except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Board or the managing agent of the Building, nor shall anything be projected from any door or window of the Building without similar approval except as may otherwise be required by Law.

8. No heat, ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.

9. 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 other electrical equipment in such Unit Owner's Unit.

10. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in the elevators other than the elevators designated by the Board or the managing agent of the Condominium for that purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas of the Building.

11. 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 unreasonably interfere with the rights, comfort or convenience of other Unit Owners. No Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced

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vocal music, or operate or permit to be operated a phonograph, radio, television computer, stereo or other loudspeaker in such Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Board. No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an Emergency or unless such work is performed by Declarant.

12. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition), shall be permitted, kept or harbored in a Unit without the same in each instance having been expressly permitted in writing by the Board or the managing agent of the Building and such consent, if given, shall be revocable by the Board or such managing agent in their sole discretion, at any time. In no event shall any Unit Owner maintain more than 2 pets in a Unit without the consent of the Board nor shall any bird, reptile or animal be permitted in any public elevator in the Building, other than the elevators designated by the Board or the managing agent Building for that purpose, or in any of the public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or on the sidewalk or street adjacent to the Building. Each Unit Owner who keeps any type of pet in such Unit Owner's Unit may be required to enter into an agreement with the Board setting forth such other rules regarding pets as the Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the managing agent from all claims and expenses resulting from acts of such pet.

13. Messengers and trades people visiting or residing in the Building may be required to use the elevators (if any) designated by the Board or the managing agent of the Condominium for that purpose, for ingress and egress, and shall not use any of the other elevators for any purpose, except that nurses in the employ of Unit Owners or their guests or tenants may use any of the other elevators when accompanying said Unit Owners, guests or tenants. However, a guest or visitor of a Unit Owner may use any of the elevators freely, if authorized by such Unit Owner.

14. All service and delivery persons may be required to use the service entrance (if any). All packages, whenever feasible, may be required to be delivered by outside personnel to the package room (if any) in the lobby where such packages will be held for pick-up by Unit Owners.

15. Trunks and heavy baggage shall be taken in or out of the Building by the elevators designated by the Board or the managing agent of the Building for that purpose, and through a designated entrance only.

16. No refuse from the Units shall be sent to the lobby level of the Building except at such times and in such manner as the Board or the managing agent may direct.

17. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the Owner of such Unit.

18. No occupant of the Building shall send any employee of the Building or of the managing agent thereof out of the Condominium on any private business.

19. The agents of the Board or the managing agent, and any contractor or worker authorized by the Board or the managing agent, may enter any room or Unit at any reasonable hour of the day, on at least 1 day's prior written 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; however, such entry, inspection and extermination shall be done in a manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

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

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from public corridors.

21. The Board or the managing agent may retain a passkey to each Unit that has locks. If any lock is altered or a new lock is installed, the Board or the managing agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to such Unit Owner's 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 or the managing agent, then the Board or the managing agent (but, except in an Emergency, only when specifically authorized by an officer of the Board or an officer of the managing agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Unit Owner's property).

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

23. Complaints regarding the services of the Building shall be made in writing to the Board or to the managing agent.

24. Any consent or approval given under these Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Board, at any time by resolution of the Board. Further, any such consent or approval may, in the discretion of the Board, be conditional in nature.

25. Unit Owners will faithfully observe the following procedures with respect to the use of any compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; (f) refrain from depositing waste of an explosive nature therein; and (g) observe all Laws regarding the recycling of refuse then imposed by governmental agencies having jurisdiction thereover.

26. Except as expressly permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

27. Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

28. Smoking is prohibited in all common areas of the Building. Common areas include, but are not limited to, the Building's lobby, courtyard, garden, hallways, stairwells, elevators, basement, laundry room, fire escapes, and amenity spaces. "Smoking" is defined as inhaling, exhaling, breathing, burning, or carrying a lighted cigar, cigarette, pipe, hookah, electronic cigarette, vape pen, or other similar device in any manner or form. Smoking will be allowed inside Units. However, residents (and their occupants) must take all reasonable steps to prevent smoke/vapors from escaping their respective Units in a manner that would create objectionable odors, exhausts or otherwise interfere with the enjoyment and habitability of other residents. The Board reserves the right to impose further restrictions on smoking, and to take legal action; against any resident or occupant who violates this policy, including without limitation by permitting smoke to emanate from such resident's Unit. A resident who violates (or whose co-occupant, guest, or other invitee violates) this policy, shall, to the greatest extent permitted by law, indemnify, defend and hold harmless the Condominium and/or the Board from and against any loss or damage which the Condominium and/or the Board may incur, or any claim that may be asserted against the Condominium and/or the Board, as a result of such violation of this policy, including, without limitation, for reasonable attorneys' fees incurred by the Condominium and/or the Board in connection herewith.

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29. No Unit Owner or any of such Unit Owner's agents, servants, employees, tenants, sublessees or visitors shall at any time bring into or keep in such Unit Owner's Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

30. If any key or keys are entrusted by a Unit Owner or by any member of such Unit Owner's family or by such Unit Owner's agent, servant, employee, tenant, sublessee, licensee or visitor to an employee of the Board or the managing agent whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board nor the managing agent shall (except as provided in paragraph 21 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

31. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in such Unit Owner's Unit or in the Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any Law. No waste shall be committed in the Common Elements.

32. The Board shall have the right from time to time to relocate any portion of the Common Elements devoted to storage or service purposes, if any.

33. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the prior consent of the Board or the managing agent.

34. In the event that any Unit is used for home occupation purposes which are permitted by Law and the By-Laws, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

35. Unless expressly authorized by the Board in each case, at least 80% of the floor area of each Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs carpeting or equally effective noise-reducing material.

36. There will be no barbecuing in the Units or in any Limited Common Elements or the Common Elements, except for those areas (if any) specifically designated for barbecuing by the Board.

37. The Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Building when, in the reasonable judgment of the Board, the Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building, or the preservation of good order therein, or the operation or maintenance of the Building, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of 1 Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Unit Owner or other occupant.

38. The Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.

THE IRVIN CONDOMINIUM

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ROOF DECK RULES**

1. The Roof Deck is open to residents years round (weather permitting). Hours are Sunday - Thursday: 8:00AM - 9:00PM and Friday - Saturday 8:00AM - 10:00PM.
2. The following are prohibited:
  - a. Smoking
  - b. Walking on the tarred area and/or fire escape
  - c. Running
  - d. Pets
  - e. Ball playing
  - f. Unsupervised children under age 16
  - g. Sitting on the parapet wall
  - h. Cooking and barbecuing
  - i. Throwing anything off the roof
  - j. Littering
  - k. Playing a radio or TV or any other sound device operation without headphones
  - l. Creating any unreasonable noise
  - m. Candles or objects with flames
  - n. Food deliveries to the Roof Deck
  - o. Alcoholic beverages
3. Personal property may not be left on the Roof Deck
4. Cell phone calls are permitted provided they are not disturbing the quiet enjoyment of others
5. There may be no private events. Residents are responsible for the behavior of their nonresident guests
6. Residents are permitted to bring guests to the Roof Deck as long as the resident is present and the number of guests per apartment is not more than two
7. Violations of the rules may subject the resident to fees other actions.

Receipt Acknowledged:

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Resident