

**Rules and Regulations Attached
to and Made a Part of Lease of
Trump Village Section 3, Inc.**

1. **Creation and Purpose of House Rules.** Pursuant to Paragraph 9 of the Agreement of Lease (the "Lease"), Trump Village Section 3, Inc. (the "Company") has adopted the Rules and Regulations set forth hereinafter for the safety, care, cleanliness and appearance of the Trump Village Section 3 Development and for the common good of all Cooperators.

(a) The Board of Directors of the Company may, from time to time, in its discretion alter, amend or repeal any of these Rules and Regulations. Any such change shall take effect upon the Company's giving the Cooperator written notice of the same. The Company also reserves the right to make new policies and rules and regulations to carry out corporate purposes, and after adoption by the Board and notice to the Cooperator, such additional policies and rules and regulations shall become part of these Rules and Regulations.

(b) The Board of Directors may set such fees, fines and/or administrative charges as it deems reasonable and proper, to further the observance of the Rules and Regulations.

(c) The Cooperator has covenanted by the Lease to comply with the Rules and Regulations of the Company and to see that they are faithfully observed by the Cooperator's invitees, licensees, employees, agents, contractors and others as are permitted to co-reside in the Apartment with the Cooperator hereunder. Breach of a Rule or Regulations by any of these parties shall be a default under the Lease.

(d) The Company shall not be responsible or liable to the Cooperator for the nonobservance or violation of these Rules and Regulations by any other cooperator or person.

2. **Water Closets and Windows.** The water and wash closets and plumbing fixtures shall not be used for any purpose other than those for which they were designed or built and no sweepings, rubbish bags, acid or other substances or improper articles shall be placed in them. The Cooperator shall be responsible to the Company for any breakage, or stoppage and any damage resulting from misuse or the disobedience of this rule by the Cooperator. The Cooperator shall be responsible for replacing broken windows unless the Company determines that the breakage was caused by the negligence or willful misconduct of the Company's employees.

3. **Awnings, Projections and Signs.** (a) No awnings, window air conditioning units, ventilators or any other object shall be attached to the outside walls of the Buildings, nor shall any such object be hung or allowed to project from windows or the exterior of the Buildings or the perimeter of terraces or balconies, without the prior written consent of the Company, except that window air conditioners shall be permitted in windows overlooking terraces, provided they are installed in accordance with the Company's guidelines and requirements. Clotheslines are not permitted to be strung on terraces or balconies.

(b) The Cooperator shall not utilize any terrace or balcony for storage of boxes, furniture or other items that in the Company's judgment are hazardous or create a hazardous condition or present an unsightly appearance to neighbors or passersby.

4. **No Obstruction of Public Spaces and Passageways.** (a) The Cooperator shall not obstruct stairways, elevators, public halls, lobbies, vestibules, entrances, plazas, sidewalks, walkways, passages, driveways or other public spaces in the Building or the Development (hereinafter referred to as "Public Spaces"). No trash receptacles, bicycles, carriages, shopping carts or similar objects shall be placed or left unattended in the Public Spaces. The public halls and stairways shall be used only for ingress to and egress from the apartments in the Development.

(b) No person shall loiter in the Public Spaces, and no person shall play in them except in the designated areas and in accord with these Rules and Regulations or other regulations promulgated by the Board of Directors or by the Company's Manager.

5. **Laundry.** The laundry and drying apparatus of the Company shall be used in such manner and at such times as the Company may direct. The Cooperator shall not dry or air clothes on the roof, balcony or terraces.

6. **Refuse.** No garbage cans, ice, milk bottles, diaper pails, mats or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, terraces or balconies, or placed upon the window sills. Nor shall any linens, clothes, curtains, rugs or mops be shaken or hung from or on any of the windows, doors, balconies or terraces.

7. **Work by Company's Employees.** No employee of the Company shall perform any private work or services for the Cooperator, or other occupants of the Apartment or the Cooperator's employees, invitees or contractors unless the Company has authorized its employees to perform such work and only at such times and in accord with such regulations as the Company may prescribe from time to time. The Company shall have no responsibility or liability whatsoever with respect to any private work or services performed by its employees regardless of whether or not such work was authorized.

8. **Keys.** No Cooperator may install any lock or knocker on any door or window of the Apartment except to the extent and in the manner allowed by law and immediately upon making any such installation, the Cooperator shall notify the Company or its agent thereof. No changes shall subsequently be made to the locks or mechanism thereof without the consent of the Company. Each Cooperator must, upon the termination of the tenancy, return to the Company all keys, either furnished to, or otherwise obtained by such Cooperator from the Company or elsewhere, and in the event of the loss of any keys furnished by the Company, the Cooperator shall pay to the Company the cost of replacing them.

9. Pets. (a) No dogs or animals of and kind shall be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by the Company, and such consent, if given, shall be revocable by the Company at any time for good cause. **BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER COOPERATORS WHICH ARISE FROM THE PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH COOPERATOR IS A MATERIAL REQUIREMENT OF EACH AGREEMENT. ANY FAILURE OF THE COOPERATOR TO OBEY THIS RULE AND REGULATION SHALL BE DEEMED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION OF THE COMPANY UNDER THE LEASE, AND THE COMPANY MAY ELECT TO END THE LEASE BASED UPON SUCH VIOLATION.**

(b) Without waiving any of the provisions of Subsection (a) hereof, in the event that any Cooperator harbors a dog or other animal in his, her or their apartment, notwithstanding that such harboring may be permitted under Section 27-2009 of the Administrative Code of the City of New York or other applicable statute or ordinance, such Cooperator must strictly comply with the following:

(i) Keep such dog or other animal under control on a leash no more than five (5) feet in length whenever the dog or other animal is outside the Cooperator's apartment but otherwise on the Company's property.

(ii) Carry such dog or other animal in the elevators, lobbies, stairwells halls and other Public Spaces or use a muzzle in these areas if the dog or other animal is too heavy to carry.

(iii) Not walk such dog or other animal or permit such dog or other animal to run free on the Company's lawns or any other Public Spaces where Cooperators are not permitted to walk.

(iv) Remove and properly dispose of pet waste and curb the dog or other animal in the public streets and not in the Buildings, grounds, walkways or other Public Spaces of the Company.

(v) Not permit or suffer such dog or other animal to be present in any interior Public Spaces except such areas as are required for entry to and egress from the Building and only to the extent necessary to enter or exit the Building.

(vi) Register such dog or other animal with the Company's Management Office annually, such registration to include:

(A) proof of compliance with all Federal, State and Local licensing requirements;

(B) certification of inoculations;

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(C) information sufficient to identify such dog or other animal, including breed, gender, approximate size, weight and coloring together with a color photograph of the dog; and

(D) name, address and telephone number of at least one adult person who will have agreed to care for the pet in an emergency.

(vii) Not permit such dog or other animal to cause any damage, discomfort, annoyance, nuisance or in any other way inconvenience, or cause complaints from any other resident of the Company.

(c) A violation of any provision of Subsection (b) hereof shall be deemed a substantial violation of the Cooperator's tenancy and Lease and, in addition to and not in place of the remedies that the Company has in both law and equity, shall subject the Cooperator to an administrative charge of \$100.00 for each and every violation of Subsection (b) which sum shall be paid to the Company, on demand, as additional rent.

10. **Visual and Audio Equipment.** No radio, C.B., or television installation shall be made without the written consent of the Company. Any aerial erected on the roof, balcony, terrace or exterior walls of the Building without the consent of the Company in writing, may be removed by the Company without notice at the expense of the Cooperator.

11. **Noise.** No Cooperator shall make or permit any disturbing noises in the Building by the Cooperator, the Cooperator's family, guests, employees, or visitors, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Cooperators. No Cooperator shall play upon, or allow to be played upon, any musical instrument or operate or allow to be operated a tape machine, phonograph, VCR, radio, television set or any instrument in the Apartment if it shall disturb or annoy any other occupant of the Building between the hours of 11:00 o'clock in the evening and the following 8:00 o'clock in the morning. Cooperator shall not give vocal or instrumental instruction in the Apartment at any time.

12. **Controlled Substance.** No Cooperator or any member of the Cooperator's family or any guests or other person invited or permitted into the Apartment by the Cooperator shall use or occupy the premises or any part thereof, including the Public Spaces of the Building or Buildings and of the Development, or allow same to be used or occupied for the unlawful trade, manufacturer, distribution, storage, and/or sale of marihuana or of any controlled substance as more specifically defined and set forth in Section 3306 of the Public Health Law and Section 332 of the Penal Law of the State of New York, or for possession of a controlled substance such as would constitute a violation of Section 220.16, Section 220.18, or Section 220.21 of the Penal Law of the State of New York, as the same may be amended.

13. **Weapons.** No Cooperator, member of the Cooperator's family, guest or other person invited or permitted into the Apartment or Public Spaces of the Development by the Cooperator or by a member of the Cooperator's family in occupancy with the Cooperator, shall engage in conduct which would constitute the unlawful possession of a "weapon" as defined in Article 256.00 of the Penal Law of the State of New York, nor shall such person use or display a "weapon" as defined in Section 265.00 of the Penal Law of the State of New York, as the same may be amended either in the Apartment or in the Public Spaces of the Development.

14. **Appliances.** No dish washing machines, freezing units or air conditioning units shall be placed in the Apartment without prior written consent of the Company. No electric stoves, clothes washing machines or clothes drying machines shall be placed in the Apartment.

(a) The Cooperator shall install all major appliances (such as stoves, refrigerators, dishwashers and air conditioners) in accordance with all applicable provisions of the Lease, including the Company's written consent if and when required, and of law, and shall notify the Company's Manager in advance of all such installations. All work required to be done by a person licensed to perform the work, such as plumbing and electrical work, shall be performed only by duly licensed persons.

(b) The Company shall have the right to conduct periodic audits of the Cooperator's appliances. At its discretion, the Board of Directors may levy a charge with respect to appliances, and may levy that charge retroactively on appliances later discovered to have been installed without the Cooperator giving the required notification or without the Company's consent if and when such consent is required.

(c) The Cooperator shall be responsible for promptly correcting and fully stopping any leak or drip coming from any appliance in the Cooperator's Apartment, particularly as the same applies to air conditioners.

(d) The Cooperator shall pay a cartage fee as set from time to time by the Board of Directors for the removal and disposal of broken or unwanted large appliances such as refrigerators, stoves and air-conditioners and large items of furniture. Neither the Cooperator nor anyone in the Cooperator's household or employ shall dispose of any appliance or other property in the hallways, basement or other Public Spaces, or store any such appliance in the Company's storage rooms, unless and until written permission is obtained from the Company's Manager and the Cooperator pays the cartage fee to the Company.

15. **Deliveries.** Supplies, goods, furniture and packages of any kind shall be delivered or removed only at the entrance provided therefor, to the Cooperator, or in such manner as the Company may provide, and the Company shall not be responsible for the loss or damage of any such property, notwithstanding that such loss or damage may occur. All such deliveries and removals must receive prior approval of the Company and can only take place between the hours of 9:00 in the morning and 5:00 in the afternoon from Mondays through Fridays. The Company reserves the right, in addition to other remedies, to prevent or halt any delivery or move which violates the Rules and Regulations.

16. **Trash and Garbage.** (a) The Cooperator shall be responsible for placing garbage and non-recyclable trash into the compactor chute. Recyclable, hazardous and oversized trash shall be separated by the Cooperator and disposed of in such manner as the Board of Directors or the Company's Manager may prescribe. The Cooperator will faithfully observe the following procedures with respect to the use of the incinerator or compactor chute: (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 flue; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) cause all bundles of waste to slide out of the hopper into the flue; and (f) refrain from depositing waste of an explosive or inflammable nature therein. All liability, expenses, costs and fees incurred by the Company in connection with any damage or injury or in connection with any violation issued against the Company, by reason of the Cooperator's failure to abide by this rule and regulation, shall be the responsibility of the Cooperator and payable to the Company as additional rent.

(b) No Cooperator shall allow anything whatever to fall from the windows, doors or balconies/terraces of the Apartments, nor sweep or throw from the Apartment any dirt or other substance into any of the corridors, halls, elevators or ventilators, or elsewhere in the Building.

17. **Vandalism.** There shall be no abuse or destruction of the Company's equipment, premises or landscaping, or vandalism or graffiti on any property or premises of the Company.

18. **Use of Public Spaces.** Bicycle riding, roller-skating, roller-blading, skate-boarding or ball playing in the public halls, lobbies or other prohibited areas of the Public Spaces of the Development are prohibited.

19. **Smoking.** Smoking in the public hallways, stairwells, laundry rooms, lobbies, elevator or other Public Spaces of the Development is prohibited.

20. **Behavior.** Anti-social behavior or conduct resulting in a violation of the penal law of the State of New York or the laws of the City of New York, or the rules and regulations of the Company are prohibited.

21. **Barbecuing.** Storage or use of barbecues on the terraces is prohibited.

22. **Parking.** (a) Speeding in the parking lot or disobeying a stop sign is prohibited.

(b) If and to the extent parking in or at the Development is made available to Cooperators, the same shall be in accordance with rules and regulations adopted by the Board of Directors. Violation of any such rule or regulation, or breach of any parking agreement by the Cooperator, shall constitute a default under the Lease. Violation of any provision under the Lease shall constitute a default under the parking agreement.

(c) No vehicle belonging to the Cooperator or to the Cooperator's invitees, licensees, employees, contractors, and co-residents shall be parked anywhere in the Development except in the designated parking areas, nor shall any such vehicles be parked in such manner as to impede or prevent ready access to any entrance of the Buildings by another vehicle or by pedestrians.

23. **Access.** The Cooperator cannot refuse to grant access to the Cooperator's Apartment to the Company or its agents, for legitimate purposes, after the Cooperator has been notified by the Company of the need to enter the Apartment or, in the case of emergency, without notice.

24. **Roofs.** No person shall be permitted access to roofs of the Buildings. The Company shall have the right to erect equipment on the roof, including radio and television aerials and antennas, for its use and the use of the cooperators in the Buildings and shall have the right of access to the Apartment for such installations and for the repairs thereof.

25. **Conservation.** The Cooperator shall use the Cooperator's best efforts to conserve consumption of water, electricity and gas in order to keep carrying charges down. The Cooperator shall promptly report to the Company's Manager, or to the emergency maintenance staff on weekends, any leaking faucets, running toilets or other problems relating to water, gas or electricity, so that repairs can be made with dispatch.

26. **Community Rooms.** Any Community Rooms in the Buildings may be used by the Company, Cooperators, other residents, and their invitees for meetings and social gatherings in accordance with rules and regulations and any fees established by the Company. Such use may be curtailed or withdrawn without in any manner affecting the Cooperator's obligations.

27. **Clean Windows; Displays.** The Cooperator shall keep the windows of the Apartment clean. In case of refusal or neglect by the Cooperator within ten (10) days after notice in writing from the Company or the Manager to clean the windows, such cleaning may be done by the Company, which shall have the right, by its officers, employees or agents, to enter the Apartment for this purpose and to charge the costs of such cleaning to the Cooperator. Window displays shall be subject to the Company's regulations regarding hours, lighting and the like.

28. **Vermin.** The Company or its designated agents, and any contractor or worker authorized by the Company, 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 condition requiring such control or extermination was caused by the Cooperator, then the costs thereof shall be payable by the Cooperator as additional rent.

29. **Messengers and Tradespeople.** All messengers and tradespeople shall use such means of ingress and egress, and shall comply with such rules and regulations, as shall be prescribed by the Company or the Company's Manager.

30. **Elevators.** There shall be no interference in the operation of the elevators by the Cooperator or the Cooperator's invitees, licensees, employees, contractors and co-resident. Use of the elevators in connection with construction or other work done by or for the Cooperator in the Apartment, or moves in or out, or large deliveries to or removals from the Apartment, shall be subject to such rules and regulations and such deposits and fees as the Board of Directors may, from time to time, establish.

31. **Plantings.** The Cooperator shall not install any plantings on the terrace or balcony which do not comply with the Company's rules regarding such plantings. The Cooperator shall be responsible for all damage or injury caused by any such plantings.

32. **Clean up of spills, etc.** Neither the Cooperator, nor any person residing in the Apartment nor any employee, guest or invitee of the Cooperator or of any person residing in the Apartment shall intentionally spill, drop, scatter, place or leave dirt, debris or other unsightly or objectionable liquids or materials in any portion of the Public Spaces of the Development. The Cooperator shall promptly clean up all such dirt, debris or unsightly or objectionable materials or liquids intentionally or accidentally spilled, dropped, scattered, placed or left in any portion of the Public Spaces of the Development by the Cooperator or by any person residing in the Apartment or any employee, guest or invitee of the Cooperator or of any person residing in the Apartment.

33. **Use of Water on Balconies and Terraces.** The Cooperator, all other persons residing in the Apartment, their employees, guests and invitees shall exercise due care to ensure that water used in the cleaning of balconies and terraces and water used for other purposes in connection with the balconies and terraces does not overflow the balcony or terrace, to keep all drains installed on balconies or terraces unplugged and unclogged and to notify the Housing Company promptly when any such drain does not function properly.

34. **Revocable Consent.** Any consent or approval given under or in connection with these Rules and Regulations by the Company shall be revocable at any time.

35. **Amendment of and Addition to the Rules and Regulations.** These Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors of the Company, and such addition, amendment or repeal shall become effective upon written notice thereof to the Cooperators conspicuously posted in the Buildings' lobby or delivered to the Cooperators under the doors of the Cooperators' apartment or sent to the Cooperators by regular mail.