

# LINDEN PLACE CORPORATION

## HOUSE RULES

The Board of Directors of Linden Place Corporation (“Corporation”) has adopted revised House Rules as authorized by Article IV, Section 10(e) of the Corporation’s Restated By-Laws, and in accordance with Article XIV of the Occupancy Agreement (“Occupancy Agreement”) between the Corporation and each Member.

The revised House Rules comprise:

- A. Primary House Rules (page 2)
- B. Common Areas (pages . . . 3 through 6)
- C. Dwelling Units (pages . . . 7 through 11)
- D. General (page 12)
- E. Exhibits A through D (pages . . .13 through 16)

## A. PRIMARY HOUSE RULE

1. Mutuality of Appropriate Conduct: Each Member of the Corporation and each director, officer, and employee of the Corporation shall have the obligation to accord one another the cooperation, fairness, and respect required for cooperative residential living.

2. Observance of House Rules: The Member will be responsible for requiring all of the members of his or her family and all of Member's agents, contractors, and guests on or about the Property to comply fully with these House Rules. These House Rules are binding upon the Subtenant, his or her immediate family, and Subtenant's agents, contractors and guests on or about the Property by virtue of any Sublease with a Member.

As part of the process for obtaining the prior written consent of the Corporation to any sublet of a dwelling unit under Article VIII of the Occupancy Agreement, the Member shall be responsible for arranging a meeting between the Board of Directors of the Corporation and the proposed Subtenant(s).

B. COMMON AREAS (All of the Corporation's Property other than the Dwelling Units as Dwelling Units are defined by Article II, Section 8 of the Restated By-Laws)

1. Ingress and Egress: The lawn areas, courtyard, driveways, parking areas, sidewalks, building and hallway entries, vestibules, hallways, storage locker passages, garage aisles, stairways, elevators, and fire towers may not be used for any purpose other than ingress and egress. They may not be obstructed or littered, and they may not be used as play or recreation areas either for children or adults, excepting, however, (a) recreational use of the courtyard between the East Building and the West Building, and (b) decorous sunbathing upon the courtyard lawn.

2. Party Room: The Party Room is a Common Area of the Property that is available to all Members for private recreational use by reservation through the Resident Building Superintendent of the Corporation. The procedure for reserving the Party Room and the regulations governing the use of the Party Room are set forth in the Corporation's "Party Room Policies and Procedures"; a separate copy of which has been provided to each Member.

3. Laundry Rooms: The laundry rooms are Common Areas of the Property and must be kept clean and orderly at all times. The only personal items that may be stored in the laundry rooms are laundry detergents and other supplies for washer/dryer machine use, and capable of being placed on the provided shelving in each laundry room. The laundry equipment shall be used in such manner and at such times as the Corporation may direct. In case of a machine breakdown, the Member promptly shall call the Resident Building Superintendent and give him the location and machine number. A Member may use a machine in a laundry room on another floor, if necessary. No laundry equipment –washing or drying machines– may be installed in any Dwelling Unit.

#### 4. General Care, Maintenance and Use of Common Areas:

(a) all windows and glass doors within the Common Areas shall not be covered except as provided for by the Corporation;

(b) each Member shall make every effort to keep all floor surfaces, including any carpeting thereon, free from dirt and litter;

(c) each Member shall report immediately to the Resident Building Superintendent any visible signs of insect infestation;

(d) except as provided for below in (i),(ii),and(iii),no Member shall place any item of personal property in any Common Area without the written approval of the Corporation:

(i) the credenzas on the second(2<sup>nd</sup>) through the seventh(7<sup>th</sup>) floors of the West Building and the bottom floor and the second(2<sup>nd</sup>) and third(3<sup>rd</sup>) floors of the East Building may continue to be moderately decorated in an appropriate manner by the residents of those respective floors;

(ii) the hallways on all floors of both buildings shall remain free of any personal property items or decorations excepting only door wreaths and doorbell embellishments. Members may request in writing the placement of other items in the hallways subject to the Corporation's written approval within ten (10) days following its receipt of the Member's request. Any item placed in the hallways without the Corporation's written approval shall be removed within ten(10) days following the date of notice given by the Corporation to remove such item(s);

(iii) the lobbies, in particular, and all other Common Areas shall remain under the sole control and discretion of the Corporation.

(e) no Member shall exhibit his or her name anywhere in the Common Areas (except on the vestibule intercoms) without the written permission of the Corporation;

(f) except as otherwise specified herein, commercial, community, political, and religious signage upon and solicitation within the Common Areas are prohibited; Dwelling Unit ads for sale or sublease, small business cards and like-sized notices offering caregiver, private nursing and general domestic help services are permitted for posting on the “mailroom” bulletin boards in the East and West Buildings;

(g) any heating apparatus and electrical equipment or fixtures in the Common Areas are under the exclusive control of the Corporation and shall not be tampered with by any Member;

(h) each Member using a grocery cart or luggage carrier from either the stairwell or the trash room of the West Building promptly shall return such cart or carrier upon his or her completed use of same;

(i) no Member may go upon the roofs of the Property, except in cases of emergency.

5. Repairs to or Modifications of Common Areas: Only the Corporation’s workmen will be permitted to make any approved modifications within or repairs or alterations in and to the Common Areas. During the course of any such work, no Member will cause any unnecessary labor cost or other expense for the Corporation or for any other Member by reason of carelessness or indifference to the preservation of safety, good order and cleanliness at or near the site of such work.

6. Security: A Member shall not provide entry to either the East Building or the West Building unless the person(s) seeking entry are known to that Member or otherwise properly identified to the reasonable satisfaction of that Member. Each security key issued to a Member is registered by number with the Corporation and must be returned to the Corporation upon the sale of the Member’s Dwelling Unit. If any Member loses his or her security key, the Member must immediately report the loss to the Corporation or to the Resident Building Superintendent. The cost of a replacement security key shall be \$150 and charged to the Member. Any additional security keys requested by

a Member must be in writing and subject to the approval of the Corporation. The cost of each additional security key shall be \$150.

C. DWELLING UNITS (As defined by Article II, Section 8 of the Restated By-Laws)

1. Member Courtesy: The Member may not make or permit any disturbing noises, any objectionable odors, or any other disturbances of any kind or at any time which might unreasonably interfere with the rights, comfort, or convenience of other Members. In particular, no construction or repair work or other installation work shall be conducted in any Dwelling Unit except between the hours of 8:00 a.m. and 5:00 p.m., weekdays; 9:00a.m. to 12:00p.m. on Saturdays; no construction or repair work, or installation work shall be conducted on Sundays or legal holidays without the written permission of the Corporation.

2. **<sup>1</sup>NO LIVE Christmas trees are permitted in the Dwelling Unit.**

3. Musical Instruments and Equipment: No radio, television, stereo, or musical instruments may be played in such manner or at such times as may unreasonably disturb other Members.

4. **<sup>2</sup>Carpeting: Members are strongly recommended to keep carpeting or rugs, or equally noise reducing material on the floors of the Dwelling Unit. This applies to all rooms and passageways, except the kitchen and bathrooms.**

5. Pets: No pet or other animal(except guide dogs for the blind or other service dogs used for the assistance of disabled persons)shall be permitted in or about the Dwelling Unit or in or about the Common Areas(as set forth and specified in B1 above).

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<sup>1</sup> As amended by the Board of Directors and notice given the Shareholders on December 2, 2014

<sup>2</sup> As amended by the Board of Directors and notice given the Shareholders on December 2, 2014.

6. Open House: The Member shall not conduct an “open house” to sell the Dwelling Unit, or to sell household goods or other personal property.

7. Removal of Dirt, Debris and Garbage: The Member shall not shake or drop any carpet, rug, or other article from any window, door, or balcony/patio. All garbage not easily disposed of in the Dwelling Unit’s kitchen garbage disposal (table plate scrapings excepted), and other refuse will be disposed of by the Member in the trash chutes located either in the hallways or the laundry rooms. All trash must be wrapped securely before depositing in the chutes. Cardboard boxes or other large items are to be placed in the respective trash rooms of the Property and not forced down the chutes.

8. Storage Lockers: The Member may not store any gasoline, paint, chemicals, or other explosive, flammable, or odor-obnoxious substances in the Dwelling Unit or in the storage locker assigned to the Dwelling Unit; except normal household items in appropriate and safe containers and stored completely within the assigned locker.

9. Balcony/Patio Appearance, Use and Maintenance:

a) balcony/patio areas are not to be used as a storage area for anything other than balcony/patio furniture and planters to be used during the growing season;

b) **<sup>3</sup>Effective as of November 28, 2014, the installation of ceramic tile on the balcony/patio is not permitted. Members of those Units with balconies/patios that currently have ceramic tile installed will incur the cost of removal and restoration if storm water leakage to the Unit below is incurred.**

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<sup>3</sup> As amended by the Board of Directors and notice given the Shareholders on December 2, 2014

- c) except for certain seasonal(e.g. Christmas, Fourth of July) displays consented to by the Corporation, draping articles of any kind over the railings of balconies/patios is not permitted;
- d) flowers or hanging baskets should be arranged and located as to be within the individual balcony/patio area;
- e) the drain area of the balcony/patio must be open from November through April to permit proper drainage of melting ice and snow;
- f) barbeque grills, whether charcoal, electric, or gas-fired, are not permitted to be used on the balconies/patios;
- g) no outside antenna for either radio or television may be installed;
- h) bird feeding from bird feeders or otherwise is not permitted;
- i) no part of the balconies/patios shall be used to feed squirrels;
- j) awnings are permitted for installation on balconies/patios of all sides of both the East and West buildings; Member requests for installation must be made in writing to the Corporation and will be subject to the specific styles and materials approved by the Corporation; the cost of installation, maintenance and repair is the responsibility of the Member;

9. Window Dressings: All window coverings that can be seen from the outside of the Property, whether blinds or drapes, must be white or off-white.

10. Heating, Air Conditioning, Ventilating: The Member may not use any method of heating, air conditioning or ventilating the Dwelling Unit(other than the method/equipment provided by the Corporation) without the prior written consent of the Corporation.

11. Jetted Tubs (Jacuzzis): No jetted tubs may be installed in the bathrooms

12. Plumbing Fixtures: Any damage resulting from the misuse of the plumbing fixtures shall be paid by the Member in whose Dwelling Unit such damage is caused.



13. Deliveries To and From Dwelling Units: All deliveries of sizeable items (such as furniture, appliances and large cartons) shall be made through the rear door of the West Building. Each such delivery shall be preceded by at least a twenty-four(24) advance notice to the Resident Building Superintendent in the form of notice attached hereto as Exhibit "A"; the terms of which are incorporated herein and made a part hereof. No deliveries shall be made on Sundays or on legal holidays without the prior written consent of the Corporation. Any damage caused to the Property by such delivery shall be the sole responsibility of the Member on whose behalf such delivery was made.

14. Moves To and From Dwelling Units: All moves shall be made through the rear door of the West Building (front door of the East Building). Each move shall be preceded by at least twenty-four(24) hour advance notice to the Resident Building Superintendent in the form of notice attached hereto as Exhibit "B"; the terms of which are incorporated herein and made a part hereof. No moves shall be made on Sundays or on legal holidays without the prior written consent of the Corporation. Any damage caused to the Property by such move shall be the sole responsibility of the Member on whose behalf such move was made.

15. Construction Work: Subject to the prior written consent of the Corporation as provided for in Article XII of the Occupancy Agreement, all alterations, additions and improvements within any Dwelling Unit shall not commence until the Resident Building Superintendent has been given at least forty-eight (48) hour advance notice in the form of notice attached hereto as Exhibit "C"; the terms of which are incorporated herein and made a part hereof. No construction work shall be performed on Sunday or on any legal holiday without the prior written consent of the Corporation. Any damage caused to the Property by such construction work shall be the responsibility of the Member on whose behalf such work was performed.

16. Vehicle Parking: The Member shall park his or her vehicle in the garage parking space assigned to him or her by the Occupancy Agreement between the Member and the Corporation. Commencing October 1, 2013, any sale or

attempted sale of a Member's assigned parking space separate and apart from a sale of the Member's ownership interest in the Corporation shall be null and void;

(b) Any sublease of a Member's assigned parking space shall terminate automatically upon the transfer of that Member's ownership interest in the Corporation. Commencing October 1, 2013, and thereafter, any sublease of a Member's assigned parking space shall be preceded by written notice of that sublease by mail or in person to the Property Manager c/o Bill Patton at least twenty-four(24) hours prior to the sublease taking effect.

The Member will park his or her vehicle in such manner that it does not interfere with or block an adjoining parking space or any garage aisle or entrance. Garage parking spaces shall not be utilized for vehicle repairs or for storing of any personal items other than a vehicle without prior written consent of the Corporation. Non-garage parking spaces on the Property are restricted to the striped spaces located off the driveway within the Property and along the south curbing of that driveway only. Parking in front of the respective entrances to the East Building and the West Building shall be permitted only for pick-up or discharge of Members or other persons having legitimate access to either Building. From November through April, Members are advised to park their vehicles in the assigned garage parking spaces to provide for ease of snow removal as well as adequate guest parking during holiday periods.

17. Vehicle Washing Area: The Member may wash his or her vehicle only in the vehicle washing area to the rear of the West Building. Washing of vehicles in front of either the West Building or the East Building is prohibited.

18. Emergencies: In the event of a personal emergency, it shall be the responsibility of the Member or any lawful occupant of the Dwelling Unit to report such emergency to the appropriate agency such as ambulance (EMS), physician, or police. In the event of a fire either within the Dwelling Unit or in any Common Area, the fire instructions for reporting and evacuating from the Property are attached hereto as Exhibit "D"; the terms of which are

incorporated herein and made a part hereof. Emergencies involving plumbing malfunctions within the Dwelling Unit are to be reported directly to the Resident Building Superintendent or to the Corporation's Property Manager-Arnheim & Neely, Inc. Also, emergencies involving elevator malfunctions are to be reported directly to the Resident Building Superintendent or to the Corporation's Property Manager-Arnheim & Neely, Inc.

D. General:

1. Amendments and Additions: The Corporation reserves the right to rescind, add to, or otherwise change any one or more of these House Rules at any time and from time to time as the Corporation deems necessary or appropriate to preserve and promote the cooperative ownership principles on which the Corporation has been formed. Written notice of any such rescission, addition, or other change shall be give to each Member by the Corporation prior to the effective date for such rescission, addition or other change.

2.Section Headings: Section headings are for convenience of reference only and will not be deemed to expand, limit or in any manner define the terms of these House Rules.

# Exhibit A.

## Deliveries to Dwelling Units:

Date of this notice to Building Superintendent: \_\_\_\_\_

Unit No.: \_\_\_\_\_

Notice: On \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (year), I/We will have delivered to Unit No. \_\_\_\_\_ from Company/person \_\_\_\_\_ the following item(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The delivery on that date shall be made between the hours of 8:00 A.M. and 5:00 P.M. or, if on a Saturday between the hours of 9:00 A.M. and 12:00 P.M. I/We understand that if delivery is not made for any reason upon the date and/or within the times specified, the Building Superintendent shall bar any attempt to make the delivery unless and until a new advance notice in this prescribed form is given to the Building Superintendent.

I/We further understand that it is my/our sole responsibility to instruct the delivery carrier to enter and exit by the rear door of the West Building.

Signed, Linden Place Resident

\_\_\_\_\_

Print Name and phone number

\_\_\_\_\_

# Exhibit B.

## Moves to and from Dwelling Units:

Date of this notice given to Building Superintendent: \_\_\_\_\_

Moving in date: \_\_\_\_\_ or;

Moving out date: \_\_\_\_\_

Unit No: \_\_\_\_\_

Resident Contact name and phone  
number \_\_\_\_\_

Notice: On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, I/We will commence moving in/out of Unit No. The moving in/out from commencement date through each moving date thereafter shall be made between the hours of 8:00 A.M. and 5:00 P.M. or, if on a Saturday, between the hours of 9:00 A.M. and 12:00 P.M. Any requested extensions or departures from those dates and times must have PRIOR Board approval.

I/We understand that if the move does not commence upon the date(s) specified or consented to by the Board, or within the times specified or consented to by the Board, I/We shall be subject to the remedies provided under Article XIII of the Occupancy Agreement.

I/We further understand that it is my/our sole responsibility to instruct the moving carrier to enter and exit by the rear door of the West Building.

# Exhibit C.

## Construction Work Notice

Date of this notice to Building Superintendent: \_\_\_\_\_

Unit No: \_\_\_\_\_ \

Resident Contact name and phone number \_\_\_\_\_

Notice: On \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, I/We have scheduled construction work to begin at Unit No. \_\_\_\_\_. The performance of construction work from commencement date through each working day thereafter shall be made between the hours of 8:00 A.M. and 5:00 P.M. or, if on a Saturday, between the hours of 9:00 A.M. and 12:00 P.M.

Any requested extensions or departures from those dates and times must have PRIOR Board approval.

I/We understand that if the performance of construction work does not commence upon date(s) specified or consented to by the Board, or within the times specified or consented to by the Board, I/We shall be subject to the remedies provided for under Article XIII of the Occupancy Agreement.

I/We further understand that (a) it is my/our sole responsibility to instruct the contractor to enter and exit by the rear door of the West Building, and (b) that it is my/our sole responsibility to instruct the contractor to undertake a daily cleanup of the Common Areas and the removal of any work items therefrom.

# Exhibit D.

## Fire Instruction Safety

(KEEP READILY AVAIABLE)

### IN CASE OF FIRE OR SMOKE

1. Call the Fire Department 911

Tell the Operator where you are and your Apartment number . . . or pull the local fire alarm.

. . . Call Arnheim & Neely 412-391-1900

. . . then Building Superintendent 412-741-4823

2. If the fire is in your apartment . . .

CLOSE WINDOWS AND SLIDING DOOR

EXIT through HALL, CLOSE HALL DOOR

DO NOT LOCK !!!

EXIT BUILDING BY STAIRS

DO NOT USE ELEVATORS

3. If smoke is heavy, go to your balcony, close sliding glass door, wait for assistance.

DO NOT PANIC

Linden Place was constructed to be as fireproof as possible