


## MEMORANDUM

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TO: All Residents of Madison Green

FROM: Brian C. Kenny 

RE: Amended Rules and Regulations

DATE: October 20, 2009

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Attached for your reference are updated Rules and Regulations for Madison Green effective January 1, 2010. The only change is the addition of paragraph 19 which addresses the Board's policy on bedbug inspections. This paragraph now reads as follows:

*Within fourteen (14) days after the sale or lease of any unit in the Building, the unit owner shall (a) hire an exterminator recommended by the Board (the "Recommended Exterminator") to perform an inspection of the unit to determine if there is any bedbug infestation in the unit and (b) deliver to the Board a certificate from the Recommended Exterminator (the "Certificate") that either it did not find any bedbug infestation in the unit or that it did find a bedbug infestation in the unit and that it successfully performed the eradication method(s) to eliminate the infestation. The Certificate shall also specify the eradication method(s) performed by the Recommended Exterminator in the unit. As of the date hereof, the Recommended Exterminator shall be one of the following:*

- 1) *Assured Environments: (212)480-5800*
- 2) *Bell Environmental Services: (973)575-7800*
- 3) *Stern Environmental Group: (732) 780-080*

Should you have any questions or concerns, please feel free to call me at 212-210-6682.

Thank you



# MADISON GREEN

## Schedule A

### Rules and Regulations

1. The units shall be used for residences, except for the Commercial Unit and the Garage Unit which may be used for any lawful purpose. Units may also be used for professional offices by a resident thereof with the prior written consent of the Board of Managers, unless prohibited by law.

2. Except as provided in Rule I above, no industry, business, trade, occupation or profession of any land, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any unit therein nor shall any unit be used or rented for transient, hotel or motel purposes. Notwithstanding the above, the right is reserved by the Sponsor, Sponsor-affiliates, the Owner of the Garage Unit and of the Commercial Unit, and the Board of Managers, or their agent, to (a) place, "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied units, and (b) to erect, lease, manage and maintain commercial and recreational facilities on various portions of the property as permitted by applicable law and regulation, and as contemplated by the Offering Plan, as amended. The Garage Unit Owner and the Commercial Unit Owner shall have the right to place signs, displays and the like in the common elements provided that use and enjoyment of such common elements by other Unit Owners is not unduly curtailed thereby.

3. Nothing shall be done or kept in any unit or the common elements or limited common elements which will increase the rate of insurance of any of the buildings, or contents thereof, without the prior written consent of the Board, of Managers. No unit owner shall permit any-thing to be done or kept in his unit or in the common elements or limited common elements which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law. No unit owner or occupant or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his unit, any limited common element appurtenant thereto, or vestibule, any flammable, combustible or explosive fluid, material, chemical or substance (except gasoline in automobile tanks). No waste shall be com-mitted in the common elements or limited common elements.

4. 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 thereof, 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. No such installation shall interfere with reception of the Master-T.V. antenna.

5. Nothing shall be done in any unit or in, on or to the common elements or limited common elements which will impair the structural integrity of any building or which would structurally change any of the buildings.

6. Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board of Managers.

7. No animals, birds, or reptiles of any kind shall be raised, bred, or kept in any unit or in the common elements or limited common elements, except that dogs, cats or other household pets, not to exceed two per unit, may be kept in units, subject to the rules and regulations adopted by the Board of Managers, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the

property subject to these restrictions upon three (3) days' written notice from the Board of Managers. In no event shall any dog be permitted in any portion of the common elements unless carried or on a leash, or in any grass or garden plot under any circumstances.

8. No noxious or offensive activity shall be carried on in any unit or in the common elements or limited common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

9. There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board of Managers except as hereinafter expressly provided. Each unit owner shall be obligated to maintain and keep in good order and repair his own unit in accordance with the provisions of the By-Laws.

10. Except in recreational or other areas designated as such by the Board of Managers or in the Declaration, there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the common elements (except that limited common elements may be used for their intended purposes). Storage by owners in areas designated by the Board of Managers or in the Declaration shall be at their own risk.

11. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out of a unit or exposed on any part of the common elements. The common elements and limited common elements shall be kept free and clear of rubbish, debris and other unsightly materials, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, railings, or vestibules, nor shall a unit owner sweep or throw or permit to be swept or thrown there from any dirt or other substance.

12. Each unit owner shall keep his unit in a good state of preservation and cleanliness and each unit owner shall be obligated to maintain and keep in good order and repair his own unit in accordance with the provisions of the By-Laws.

13. No vestibule shall be decorated or otherwise altered without the consent in writing of the Board of Managers.

14. Unless express written consent to the contrary is given by the Board as to the particular unit in question, 80% of the floor area of each unit (with the exception of baths, kitchens, closets and foyers) shall always be covered with carpet, rugs or material equally efficient for noise reduction. This provision shall not apply to the Commercial Unit and the Garage Unit.

15. There shall be no barbecuing in the units or any common areas or limited common areas, including patios and balconies, except areas specifically designated for barbecuing by the Board of Managers.

16. No washing or repairs of automobiles shall take place on any of the Property.

17. The agents of the Board of Managers or the managing agent, and any contractor or workman authorized by the Board of Managers or the managing agent, may enter any room or unit in a building at any reasonable hour of the day 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.

18. The Board of Managers, or its designated agent, may retain a pass key to the unit and storage area. No unit owner shall alter any lock or install a new lock or a knocker on any door of the units and storage areas without the written consent of the Board of Managers. In case such consent is given, the unit owner shall

provide the Board of Managers, or its agent, with an additional key pursuant to its right of access to such premises. If entry is required in an emergency and the key has not been furnished to management as required by these Rules, the managing agent (with authorization from an officer of the Board) may forcibly enter the Unit without liability for damages or trespass, provided that reasonable care is exercised.

19. Within fourteen (14) days after the sale or lease of any unit in the Building, the unit owner shall (a) hire an exterminator recommended by the Board (the "Recommended Exterminator") to perform an inspection of the unit to determine if there is any bedbug infestation in the unit and (b) deliver to the Board a certificate from the Recommended Exterminator (the "Certificate") that either it did not find any bedbug infestation in the unit or that it did find a bedbug infestation in the unit and that it successfully performed the eradication method(s) to eliminate the infestation. The Certificate shall also specify the eradication method(s) performed by the Recommended Exterminator in the unit. As of the date hereof, the Recommended Exterminator shall be one of the following:

- 1) Assured Environments: (212)480-5800
- 2) Bell Environmental Services: (973)575-7800
- 3) Stern Environmental Group:(732)780-0805