



Statement of Policy Regarding Subletting

- a. Section 15 of the Proprietary Lease provides that "...the Lessee shall not sublet the whole or any part of the apartment or renew or extend any previously authorized sublease, unless consent thereto is duly authorized by a resolution of the Admissions Committee of the Board or given in writing by a majority of such Committee." It is expected and anticipated that every assignee of a Proprietary Lease and owner of shares of Troy Towers shall reside in the apartment, except as otherwise provided for in this Resolution. Troy Towers shall not waive from this policy except as set forth herein.
- b. The Shareholder must own the appurtenant shares and reside in the apartment that he/she seeks to sublet for a period of at least two (2) years prior to the date the application for subletting and required documentation is received in the Management Office. "Required documentation" shall mean all of the following items: a proposed sublease signed by both the shareholder and proposed sublessee, completed application and all supporting documentation required by the Admissions Committee. "Application" shall be defined as the submission to the Manager's Office of all required documentation.
- c. The time that an apartment may be subleased pursuant to this Resolution shall not exceed a total of three (3) years, comprised of three consecutive one (1) year lease terms, from the date in which the first sublease commences. If the shareholder returns to reside in his apartment, he may sublease his apartment again without residing in his apartment again for an additional two years, upon submission of a completed application and provided not more than 19% of apartments are sublet at that time.
- d. Any shareholder subleasing his apartment shall be required to pay an administrative and processing fee, in addition to any other fees or charges permitted by the Corporation's governing documents, in an amount of \$2.00 per share, payable each year at the commencement of the lease/renewal term.
- e. The shareholder may sublet his apartment for a maximum of three (3) times during the said three (3) year period. However, Troy Towers may permit additional one (1) year sublease terms beyond the three (3) year period, based upon availability, in its sole and absolute discretion. Shareholders that desire to lease for such additional terms must submit a completed Application to the Manager's office at least sixty (60) days prior to the termination of the current sublease term. Such one year extensions shall not be granted if other shareholders are on a waiting list to sublet their apartment as set forth in Section I(k) of this Resolution.
- f. The sublease between the shareholder and sublessee shall only be for a term of one (1) year, neither more nor less. The sublease shall be subject to review by the Admissions Committee annually upon renewal.
- g. A shareholder who owns more than one (1) apartment and who has resided in Troy Towers for at least two (2) years may only sublet the apartment in which he resides at the time of the application for subletting. At no time may a shareholder sublet more than one unit during the three (3) year period.
- h. At any time during the sublease term Troy Towers reserves its right to seek an eviction of the subtenant and termination of the Proprietary Lease, in addition to any and all other remedies that may be available, for any breach of this Resolution or a breach of the governing documents of the Corporation.
- i. Applications for hardship shall not be considered or permitted by Troy Towers in lieu of the rules and regulations set forth in this subletting Resolution.



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j. The shareholder shall be responsible for all legal fees and costs incurred by Troy Towers related to or concerning this Resolution, sublet consideration and/or any litigation arising out of or related to the contents of this Resolution, including but not limited to an action to enforce the provisions of this Resolution.

k. Troy Towers shall not allow the subletting of more than nineteen percent (19%) of the total number of apartments at any given time. For purposes of establishing priority, an application for sublease, as defined herein, shall be considered on a first come first serve basis. Once nineteen percent has been attained, shareholders who desire to sublet their unit shall submit an application for sublease, as defined herein, and will be placed on a waiting list. Shareholders who have not previously sublet their apartment shall receive priority over Shareholders who have previously sublet their apartment.

l. The right to sublet an apartment shall become effective upon approval of the sublessee by the Admissions Committee. Thereafter, the sublease terms must commence within ninety (90) days of the Admissions Committee's decision. Failure to act within the said ninety (90) days shall cause the shareholder to forfeit his right to sublease and a new application must then be submitted.

m. The sublessee may not sublet to another party or assign the sublease to another party. Such conduct shall be cause to evict the sublessee, in addition to any and all other remedies available to Troy Towers.

n. All shareholders subleasing an apartment must notify the Board of the termination date of the sublease term sixty (60) days prior thereto. Failure to do so may result in forfeiture of the right to renew the sublease. This provision shall also apply to all future leases.

o. All violations of the provisions of this Resolution or any subleasing provisions in the Corporation's governing documents or Proprietary Leases shall result in the imposition of a \$500 fine, with each day that a violation continues being deemed a separate violation.

Signature of Sub lessee #1

Date

Signature of Co-Sub lessee #2

Date