

RIVIERA TOWERS

Subleasing Policy

The subletting of apartments will be permitted by Riviera Towers Corp. (the "Corporation") only in conformance with the following policy:

1. No current Shareholder, or person purchasing ownership of a unit after the effective date of this policy (i.e., December 18, 1994), will be allowed to sublet that unit until that Shareholder has owned that unit for two years. However, any person or entity acquiring ownership of a unit as a consequence of the death of a Shareholder, whether by operation of a Will, a trust agreement or law, and whether or not such unit was sublet at the time of such Shareholder's death, shall be allowed to sublet, or to continue to sublet that unit until the expiration of any sublease in effect at the time of the Shareholder's death, or for a period of two years following the Shareholder's death, whichever is longer.
2. Current Shareholders shall have an unlimited right to sublet apartments that they have owned for at least two years provided that they:
 - A. Are not delinquent in payments of rent or any other charges of any kind owed to the Corporation;
 - B. Pay the required sublet privilege fee; and
 - C. Comply with all other requirements of the Proprietary Lease, By-Laws, Rules and Regulations, and Subleasing Procedures of the Corporation.
3. All Shareholders wishing to sublet their apartments (including new subleases and renewals of existing subleases) must apply to the Corporation's Board of Directors for approval **at least a month** prior to the proposed commencement date of the sublease by submitting all required forms and information.
4. The Shareholder must have a Proprietary Lease and a Recognition Agreement on file with the management office. The Shareholder must be current in all financial obligations to the Corporation at the time that application for approval of a sublease is made and he or she must remain current on all financial obligations during the term of the sublease. In the event that the Shareholder becomes in arrears on any payment due the Corporation, the sub lessee will be instructed to pay his or her rent to Riviera Towers Corp. until the default is cured, as permitted by the Proprietary Lease.

5. The Shareholder must use the approved sublease form provided by the Corporation. A copy of the signed agreement must be approved by the Board of Directors in writing and filed with the management office.
6. Potential subleases must be approved by the Board of Directors. An interview with the Board of Directors may be required. The sub lessee must agree to abide by the Proprietary Lease, House Rules and By-Laws of the Corporation.
7. Shareholders will remain responsible to the Corporation all times for the acts and omission of sub lessees, including the payments of all fees due the Corporation on a monthly basis. Sub lessees shall be responsible to pay the Corporation the monthly rent under the sublease upon notification by the Corporation that the lessee is in default.
8. Occupancy of any apartment shall not exceed a reasonable number of persons. The Board of Directors has determined that the number of persons shall not exceed the following:

Unit A, B, D, E, F, H and J Lines	3 persons
Unit C and G	4 persons
Unit K, L, M and N	2 persons
9. The sub lessee must adhere to the Corporation's procedures for moving in and out of the apartment, which may be obtained by contacting the management office.
10. The Shareholder must register his or her new address and a local contact in case of emergency with the management office. In addition, if the Shareholder does not have a New Jersey residence during the term of the sublease, each Shareholder granted the privilege of a sublease must provide the name, address and phone number of an individual in New Jersey who will accept service of process on behalf of the Shareholder.
11. Any subleasing arrangement not in compliance with the Corporation's policy, as set forth herein, will be subject to immediate cancellation by the Board of Directors.
12. All Shareholders who have existing subleases prior to the effective date of this policy must provide the management with a copy of the written sublease.
13. The rules set forth above shall apply to all existing subleases which any Shareholder seeks to renew, as well as new subleases.