

## **218-220 Owner's Corp.** **HOUSE RULES**

Throughout the House Rules the following terms are used:

- Shareholder/Owner:** Individual or individuals owning shares of 218-220 Owner's Corp.  
**Tenant:** Those individuals leasing their premises from 218-220 Owner's Corp.  
**Occupant:** Includes Shareholders, Tenants, and or individuals occupying an apartment owned by 218-220 Owner's Corp  
**Managing Agent:** Robert Eberhart, [www.eberhartmgmt.com](http://www.eberhartmgmt.com)

*These rules are designed to create a positive and respectful environment for those shareholders and residents of 281-220 Owner's Corp.*

*Failure to abide by these rules will result in corrective measures taken against such violators.*

*Any consent or approval given under these House Rules by the Managing Agent and or the Board of Directors may be revocable at any time.*

*These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors.*

- **Complaints regarding the service of the building must be directed to the Managing Agent.**

### **Common Areas**

Loitering is not permitted directly in front of the main entrance, or any other entrances, of the building or in the vestibule.

The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building.

In no event shall dogs be permitted in any of the public portions of the building unless carried or on a leash.

Tricycles, bicycles, scooters, baby carriages or similar vehicles are not allowed to stand in the public halls, passageways, or within exterior access areas of the building.

Children shall not play in the public halls, stairways, and or in adjacent entryways.

No public hall of the building shall be decorated or furnished by any Occupant in any manner.

Eating, drinking, smoking, bicycle riding, skateboarding, rollerblading, ball playing, sleeping, long term congregating or any other conduct that can negatively impact upon Occupants of the building is not permitted in hallways, stairways or exterior entrance areas.

Smoking, including, but not limited to the inhaling, exhaling, carrying or controlling of any lit or lighted tobacco product, marijuana, or other combustible material (cigarette, cigar, pipe, or other device used for the smoking of the aforesaid products, and electronic cigarettes) is prohibited in all common areas of the building (including limited common areas). Common areas include, but are not limited to all (if applicable):

Lobby areas, public / common hallways, basements, cellars and stairways, mailroom, laundry facilities, exercise rooms, party/common or meeting rooms, rooftops, fire escapes, elevators, patios, terraces& balconies, the twenty-five (25) foot perimeter surrounding the building's exterior – measured by a perpendicular line from the exterior surfaces of the building.

Shareholders shall be responsible for compliance with these smoking rules by their occupants, tenants, invitees, guests, friends, and family members.

The Board reserves the right to take appropriate action in any case where smoking within an apartment is creating a nuisance or health hazard, as determined by the Board. In the event there is smoking in any apartment, Shareholders are responsible, at their sole expense, for taking any and all steps necessary to ensure that the second hand smoke and / or odors from said smoking do not escape into other apartments or into common areas.

No article of any kind, including door mats, shall be placed in the halls or on the staircase landings, nor shall anything be projected, hung or shaken from the doors, windows, or fire escapes. The placement of any article of any kind or planting on the fire escapes, or placed upon the window sills of the building, is strictly prohibited.

Nothing shall be thrown or discarded out of any window of the building.

No awnings, or through-wall air conditioning units or ventilators shall be used in or about the building, except that expressly approved by the Board of Directors.

No sign, notice, advertisement or illumination shall be inscribed, or exposed, on or at any window, apartment door or other part of the building.

Radio or television aerials or satellite dishes are not permitted to be attached to, or hung, from the exterior of the building and or fire escapes.

Deliveries must be scheduled Monday-Friday between the hours of 9 a.m. and 5 p.m. Deliveries of any kind are to be delivered only via the street entrance of the building. Messengers and tradespeople shall use the designated means of ingress and egress. All articles of any nature are to be taken in and out of the building via the street entrance.

- **Shareholders and Tenants are responsible for any damages caused by deliveries received by them.**

## **General Conduct**

All Shareholders and Tenants are responsible for the conduct of their guests and invitees while visiting the building.

Shareholders, Tenants or Occupant shall not make or permit others including, but not limited to, their invitees, to make any disturbing noises in the building or, do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other building Occupants.

Shareholders and or Tenants shall not play any musical instrument, sing or permit to be operated a stereo system or a radio or television or computer or video game system loudspeaker in such respective apartment between the hours of 10 P.M. and 8 A.M. in a manner that disturbs or annoys other Occupants of the building.

Group tours or exhibitions of any apartment or its contents are not permitted, nor is any auction sale to be held in any apartment without the prior written consent of the Managing Agent.

Shareholders and Tenants shall keep the windows of their respective apartment clean. In case of refusal or neglect of the Occupant after 10 days written notice from the Managing Agent to clean the windows, cleaning may be done by the Managing Agent. The cost of such cleaning shall be charged to Shareholder or Tenant.

Apartments must be kept free from offensive odors which may permeate from such dwelling and affect common areas.

Construction, repair work, or other installation involving noise shall be conducted weekdays (excluding legal holidays) between the hours of 9:30 A.M. and 5 P.M.

## **Refuse**

All residents must dispose of waste in accordance with New York City recycling ordinances.

All trash and refuse must be disposed of in a proper manner within the street located refuse containers. Food garbage must be secured to prevent leakage. All items must be tightly wrapped and tied before placement in the designated appropriate receptacle. Recycled items must be put into the proper receptacle.

The superintendent must be called when items to be disposed of are too large to be placed in the receptacle area, (e.g. oversized boxes, furniture, air conditioners, large appliances, etc.).

Furniture and other large items must be placed at the curb after 5 PM on Tuesdays, subject to NYC Dept. of Sanitation ordinance. Air conditioners and other large appliances require superintendent notification.

All electronic refuse (PCs, lap tops, e pads, televisions, phones, high fidelity equipment, etc.) must be discarded in accordance with NYC recycling regulations. Electronic may be brought to those retailers of electronics (Best Buy, Staples, PC Richard & Son). Please refer to: [.nyc.gov/safedisposal](http://nyc.gov/safedisposal) or call 311 for electronic waste regulations and other items requiring safe disposal.

The building and grounds are to be kept free from any debris or litter.

## **Dwellings / Apartments**

The floors of each apartment must be covered with rugs or carpeting or equally effective noise reducing material with padding to the extent of at least 80% of the floor area of each room excepting only kitchens, bathrooms, and closets. Occupants should always be conscientious of all other building Occupants and those living adjacent to their apartment (next to, above and below).

Toilets, sinks and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any articles be thrown into the toilets or sinks.

- **The cost of repairing any damage, including damage caused to pipes, resulting from misuse of any toilets, sinks, or other apparatus, shall be paid for by the Shareholder in whose apartment it shall have been caused.**

Shareholders and Tenants must ensure that window air conditioners are properly installed and secure. Condensation created by window air conditioners must not be allowed to leak onto the building and or window sills.

- **Shareholders and Tenants are responsible for any damage caused to the building by their window air conditioner.**

No bird or animal or reptile shall be kept or harbored in the building.

Subsequent to 1/1/15 dogs, of any size, and cats will not be permitted to be harbored in the building. Those dogs and cats harbored prior to 1/1/15 will be permitted to remain.

Apartments should be maintained in in such a manner as not to attract rodents and or pests.

The feeding of pigeons or other birds or animals from the window sills, in the yard, court spaces, public portions of the building, or on the sidewalks or street adjacent to the building, is not permitted.

Any alteration, construction, addition or modification, including; windows, plumbing and electrical work done to an apartment, requires the prior written consent by the Managing Agent. Shareholders must first submit a written request to the Board of Directors in care of its Managing Agent, indicating the nature and specifics of the alteration, including a detailed outline of the work that will be done, and requesting an alteration application. This application must be completed and submitted to the Board of Directors for review and approval. Architectural drawings and permits may he required. Administrative fees and damage deposits may be assessed. Absolutely no work may commence without prior approval from the Board of Directors.

Any alteration made without approval of the Board of Directors is a violation of the proprietary lease and all such work will be stopped. The Board of Directors and or the Managing Agent reserve the right to inspect all construction periodically during the term of the work. Certificate(s) of insurance will be required naming the Coop and its Managing Agent as additional insured.

In the case of a deemed emergency, for the purpose of inspecting such apartment(s) the agents of the

Managing Agent, and any contractor or workman authorized by Managing Agent, may enter any apartment at any reasonable hour of the day. For insect and rodent control, apartment investigation are required to ascertain what measures are necessary or desirable to control or exterminate any vermin, insects or other pests. Emergency apartment access also includes inspection for repair work affecting the building.

For non-emergency events apartment inspections and investigations will be conducted at a mutually agreed upon time with the Occupant.

- **If insect or rodent infestation is determined to be the result of a Shareholder or Tenant's negligence, then the respective Tenant or Shareholder is responsible for remediation costs.**

For building-wide maintenance and repairs, Shareholders, Tenants and or Occupants must allow access to their respective apartment by either the Superintendent, the Managing Agent and or any contractor authorized by the Managing Agent.

Subletting: Shareholders may sublet their apartments only upon receipt of Board approval. The Shareholder must have lived in their apartment for a minimum of 3 years prior to subletting. If the sublessee is approved, the term of the initial sub-lease agreement shall be a minimum of 1 year and a maximum of 2 years. Subsequent to the initial sub-lease, 1 year sub-lease terms require Board approval. Sublet applications can be obtained from the Managing Agent.

### **Moving In / Out**

Moving in and moving out of apartments may only be conducted Monday through Friday between the hours of 9 a.m. and 5 p.m. with prior approval of the managing agent. No move will be considered on less than 48 hours' notice to the Managing Agent. Access is permitted only through the street entrance. A \$500.00 refundable move-in/move-out deposit shall be held in escrow as security for damages.

- **No exceptions to the "Move In / Out" policy will be considered.**

### **NYC Housing Regulations**

All shareholders and Tenants must comply with NYC Housing Regulations.

The New York City Department of Health requires the use of regulation window guards in all apartment windows in which there are children 10 years of age or under. All residents must sign window guard notices each year and acknowledge (i) if children 10 years or under reside in the apartment, (ii) if window guards are installed, and (iii) in the case where they are installed, if they require maintenance. Window guards are available upon request through the management office.

All Shareholder and Tenants must sign lead paint notices each year and acknowledge if there are children under the age of 6 residing in their apartment.

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