

FIRST MANAGEMENT CORPORATION

REAL ESTATE MANAGEMENT

MEMORANDUM

TO: ALL SHAREHOLDERS AT 187 PINEHURST OWNERS CORP.
FROM: FIRST MANAGEMENT CORP.
SUBJECT: HOUSE RULES - REVISED
DATE: JULY 20TH, 2015

Please be advised that the board of directors of 187 Pinehurst Owners Corp. has revised the Subletting section of the House Rules to read as follows (additions are underlined and in bold):

Subletting:

- 1) **Effective immediately, apartments can only be leased by tenants who have completed two years of residency.**
- 2) **Effective immediately, leases in the building cannot exceed 12 months (1 year) in length. They must be renewed annually.**
 - a) **Effective immediately, all sub-tenants of rental units must agree to provide proof of insurance with each new lease signature and again at each renewal. This insurance may be provided by either the sub-tenant or the member, but in either case it must accompany leases.**
- 3) **Effective January 1, 2016, owners (other than the sponsor) will only be permitted to lease one unit to a non-member of the co-operative.**
 - a) **As a result, there will be no renewals of a second unit after that date, but all existing 12 month leases will be permitted to expire naturally. (No second apartment will be permitted to be leased after December 31, 2016.)**
- 4) Any Unit Owner who intends to sublet their apartment must obtain a sublet application from the Management Office and return the completed application to the Office for processing, along with a credit report fee. If the credit report is satisfactory, the application will be forwarded to the Board of Directors, which may choose to schedule an interview of the applicant for final approval. The apartment may only be rented AFTER written approval has been received from the Office. NOTE: Unit Owners who fail to follow the above procedure will be fined no less than \$500 for illegal subletting, and will be reported to the Cooperative's attorney for appropriate legal action. Any back sublet and/or legal fees will be at the Shareholder's expense.

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- 5) Unit Owners who have sublet an apartment **MUST** furnish the name and contact information of all tenants of the sublet apartment, as well as the term of the sublease, to the agents of the Lessor. Prior to renewing the sublease of any tenant, the Unit Owner will be responsible for resubmitting a sublet application for their unit, even if all tenants shall remain the same, with the provision that if all relevant credit and employment information remains unchanged, the credit report fee may be waived at the discretion of the Board. Failure to obtain approval for sublet renewal for an existing tenant shall be treated as an instance of illegal subletting.

Rules amended to the house rules supplement the requirements of the Bylaws, Board of Fire Underwriters and insurance authorities, and laws and other government rules and regulations that deal with the occupancy or use of apartments.

Any consent or approval given under these house rules by the board of directors shall be revocable at any time.

House rules may be amended, added to or repealed at anytime by resolution of the Board of Directors.

This rule becomes effective **IMMEDIATELY** and supersedes, amplifies, modifies and supplements any previous house rules related to this matter. In the event of a conflict or inconsistency between the two rules, the provisions of this rule control.

Please note that shareholders are responsible for their tenants' actions and should ensure their tenants are provided with the rules and procedures of the Cooperative.

Thank you for your cooperation.

House Rules for 187 Pinehurst Avenue

Preamble:

The aim of these House Rules and Regulations is to maintain the comfort, security, and appearance of the building and common areas of the 187 Pinehurst Ave. cooperative for the benefit of all residents, and to ensure compliance with local, state and federal regulations. These rules form a part of the Proprietary Lease, and are binding for all shareholders, tenants and sublessees of 187 Pinehurst Ave.

For the purposes of this document, the "Lessor" shall be the 187 Pinehurst Owners Corporation and the "Lessee" shall be any Shareholder, Resident, Tenant or Guest of 187 Pinehurst Ave.

Any omission, condition, or action on the part of a resident which may be construed as detrimental to the maintenance, appearance, or safety of the building or community shall be deemed a violation of these rules. These are basically good neighbor policies, intended to ensure and maintain the quality of life for all residents of 187 Pinehurst Ave. The Board of Directors shall determine the final interpretation of these House Rules should the need arise.

These House Rules will be strictly enforced; any violation of these rules will result in a fine of \$100. Failure to abide by these House Rules constitutes a violation of the Proprietary Lease, and shall result in legal or financial penalty, with all legal fees to be paid by the Unit Owner.

These House Rules shall apply to all lessees, with the provision that lessee apartments containing a pet or appliance that would require Board approval upon adoption of these rules shall not be required to obtain new permission for any pet or appliance adopted or installed more than sixty (60) days prior to the adoption of these rules.

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

Any complaints regarding service of the building or a violation of these rules must be made in writing to the managing agent of the Lessor.

House Rules:

1. The public halls, stairways, lobby and other common areas of the building shall be kept clear of all obstruction. Residents shall not a) throw any object or waste material out of doors or windows or into any hallway; b) obstruct or cover any public door; c) leaves bicycles, baby carriages, personal items etc., in or near entrances, apartment entrances, in the lobby or on public stairs or beneath public stairs of the building.
2. Smoking and consumption of alcoholic beverages is prohibited in all common areas of the building.
3. No article shall be placed in the public halls or on the staircase landings, nor shall anything be hung or shaken from the doors, windows, or fire escapes, or placed upon the

window sills of the building. No radio or television aerial or satellite dish shall be attached or hung from the exterior of the building without the prior written approval of the Lessor or Managing Agent.

4. No public hall of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of the Board of Directors.
5. Should the Lessor deem necessary, the agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter an Apartment at any reasonable hour of the day on a least one day's prior notice to the resident, for the purpose of inspecting said Unit for the presence of any vermin or other pests and for the purposes of taking measures as may be necessary to control or exterminate any such vermin, insects or other pests, if an infestation deemed severe enough by the Lessor be found.
6. No Lessee shall make or permit to be made any disturbing noises in the Building or permit anything to be done therein which will interfere with the rights, comfort, or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a stereo, radio or television loudspeaker in such Lessee's Apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the building.
7. Any and all awnings, window air-conditioning units or ventilators are used in or about the building shall be removed by the shareholders at the shareholder's expense if said items are determined to be in conflict with local laws and/or are deemed to be unsafe, unsightly or damaging to the building as determined by the Board of Directors.
8. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Lessor or the managing agent.
9. No bird or animal shall be kept or harbored in the building unless the same in each instance be approved by the Board of Directors of the Lessor; such permission shall be revocable by the same.
10. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in any public portion of the building, or on the sidewalk or street adjacent to the building.
11. Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs, carpeting, or equally effective noise-reducing material, to the extent of at least eighty percent (80%) of each room, excepting kitchens, bathrooms, closets, and foyers.
12. No clothes washer, dryer, or other clothes-washing appliance may be installed in any apartment without prior written approval from the Board of Directors.
13. All garbage or refuse shall be disposed of only at times and in such manner as the superintendent or the managing agent of the building may direct.
14. Moving in and out of apartments is not permitted on Sundays.

Alteration Agreement

1. The renovation policy of 187 Pinehurst Owners Corp. requires that all shareholders to obtain permission from the Board of Directors for any constructions, alterations or improvements they wish to make to their apartments. The Shareholder must submit detailed plans and specifications for any and all work to be done. Any and all contractors engaged must obtain a Certificate of Insurance for Workman's Compensation, as well as property damage and liability insurance, evidence of which must be forwarded to or be on file with the Managing Agent. Any additions or alterations to the electrical system or plumbing system within any apartment must be performed under or by a licensed electrician or plumber. A copy of the electrician's or plumber's license must be obtained by the resident and forwarded to the Managing Agent and Superintendent, unless already on file. Whenever new plumbing and/or radiator fixture(s) are installed or where any existing plumbing fixture is altered, all plumbing waste lines and vent lines shall be replaced in their entirety back to the riser stack. New branch, check, and pressure reduction valves shall be installed, and all valves and other materials shall be made solely in the United States and comply with Building Dept. standards and be New York City approved.
2. The Superintendent must be notified in advance whenever a contractor is coming to the Building, and is responsible for appropriately cleaning and removing all debris from all Common Areas. Any costs incurred to remove debris from the Building that should have been removed by the Contractor shall be reimbursed by the Shareholder. Likewise, any damages caused by the contractor will be the responsibility of the Shareholder, and the cost of any repair or cleaning required must be reimbursed by the Shareholder to the Cooperative.
3. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter an Apartment at any reasonable hour of the day on a least one day's prior notice to the resident, for the purpose of inspecting any work performed. If the work done is not completed in accordance with all applicable New York City building codes, the Shareholder will be held responsible for correcting the violations and paying any costs associated therewith.
4. If Management or the Board of Directors determines that the Building's Architect or Engineer should review the plans and specifications for any work in a Shareholder's apartment, the Shareholder will be required to pay this fee. In all cases, the Shareholder is responsible for any fees charged by the Building's Attorney in connection with the alterations.
5. No construction or repair work or other installation involving noise shall be conducted in any apartment excepting weekdays, excluding holidays, and only between the hours of 8 a.m. and 6 p.m.

Insurance

1. Each shareholder is responsible for maintaining additional insurance for the following coverage, which is NOT included in Cooperative's Insurance Policy:
 - a. Fire or casualty losses to the contents of the Unit and replacements, additions and upgraded fixtures therein
 - b. Liability for personal injury or property damage as a result of occurrences in the Shareholder's Unit, including water damage and legal liability to cover damage arising from leaks or other conditions within the Unit.

Subletting

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