

## WHITNEY AVENUE OWNERS CORP. HOUSE RULES

The following House Rules shall apply equally to all Residents. The term Resident refers to all Tenants/Shareholders and Rental Tenants.

- 1) The public areas and stairways of the Building shall not be obstructed or used for any purpose other than to enter and exit apartments in the Building.
- 2) No patient of any Doctor who has offices in the Building shall be permitted to wait in the lobby.
- 3) The fire towers shall not be obstructed in any way.
- 4) Children may not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof.
- 5) No hallway, above the ground floor of the Building, may be decorated or furnished by any Resident without the prior written consent of the Board of Directors or the Managing Agent. No sign, notice, advertisement or illumination shall be inscribed or posed on any window or other part of the Building without similar consent.
- 6) No Resident shall make or permit any disturbing noises in the Building. No Resident shall act or permit any action therein which will interfere with the rights, comfort or convenience of any other resident. No resident shall play, nor allow to be played, any instrument nor permit the use of a phonograph, radio or television in said Resident's apartment between the hours of 11:00 p.m. and 8:00 a.m., if such use could disturb or annoy any other occupant of the Building.
- 7) No article is to be placed in the halls, on the staircase landing or fire towers. No article shall be hung or shaken from the doors, windows, terraces or balconies or placed upon the windowsills of the Building.
- 8) No awning, window air-conditioning unit or ventilator shall be installed in or about the Building unless properly installed, and expressly approved, in writing, by the Board of Directors or the Managing Agent. Nothing shall project from any window without similar approval, including hoses and electric wires.
- 9) No radio or television aerial shall be attached to or hung from the exterior of the Building without the prior written approval of the Board of Directors.
- 10) No tricycles, bicycles, scooters, baby carriages or other similar vehicle shall stand in public halls, passageways, courts or any other area in the Building. None, except baby carriages, may enter or exit the Building through the main entrance.
- 11) Messengers and trades people shall enter and exit the Building as designated by the Board of Directors.
- 12) Deliveries are to be made through the service entrance of the Building. Trunks and heavy baggage shall be taken in and out of the Building as the management may direct.
- 13) The following rules shall be observed with respect to refuse disposal. Garbage and refuse shall be disposed of only at such time and in such manner as the Superintendent or Managing Agent of the Building may direct:
  - a) All wet debris shall be securely wrapped or bagged so as to fit easily into the hopper panel.
  - b) All other debris shall be completely drip-free or in a drip-proof container when it is brought to the incinerator closet and placed into the flue hopper.
  - c) No bottles or cans shall be dropped down the flue, but be left in a neat manner in the incinerator closet
  - d) Under no circumstances may carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other flammable, explosive, highly combustible or noxious substances be thrown into the incinerator flue.
  - e) Vacuum cleaner bags must never be emptied into the flue. They and all other dusty, dirty articles must be wrapped in a securely tied bag or package and then placed through the hopper door panel into the flue.

- f) The Superintendent shall be notified of any drippings or refuse appearing on incinerator closet floors and corridors.
- 14) Agents of the Lessor and Managing Agent, and any contractor or employee authorized by them, must be allowed access to inspect any apartment at any reasonable hour of the day or night.
  - 15) No toilet, sink, bathtub, dishwasher or any other water apparatus shall be used for any purpose other than for which it was intended. Further, any damage to said water apparatus which is caused by a Resident discarding sweeping, rubbish, rags or any other foreign object, will be paid for by the Owner of the apartment in which it is caused.
  - 16) No Resident shall send any employee of the Lessor out of the Building for his/her own private business, of any kind, without the prior written consent of the Managing Agent. The holders of unsold shares shall have the right to use employees of the apartment corporation for the preparation of vacant apartments, which are for sale, or to do work in connection with apartments to which unsold shares are allocated. Said holders of unsold shares will reimburse the apartment corporation for the full value of the hourly wages, payroll taxes and union costs of those employees, for the time during which they were employed on such business. Such employment may never interfere with the regular duties of said employees.
  - 17) No bird or animal shall be kept or harbored in the Building unless approved, in writing, by the Board of Directors; approval shall be revocable at any time. In no event shall dogs be permitted on elevator, or in any of the public portion of the Building, unless carried or leashed. Dogs shall not be allowed to urinate or defecate on Co-op property. All laws shall apply as to cleaning up after your dog. No pigeons or other birds or animals shall be fed on the property. The attached Pet Application must be filled out and kept on file with the Management Office. Please take "Notice" that Unit Owners who do not follow the above-listed procedures will be fined \$250.00 and will be reported to the Co-op's attorney for appropriate legal action with all legal fees to be at their expense.
  - 18) Residents shall use the available laundry facilities only upon such days and during such hours as may be designated by the Managing Agent.
  - 19) Unless expressly authorized by the Board of Directors, a minimum of eighty percent (80%) of the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, with the exception of kitchens, pantries, bathrooms, maid's rooms, closet and foyers.
  - 20) No open house shall be held for the purpose of the sale of an apartment or its contents without the prior written consent of the Board of Directors or the Managing Agent.
  - 21) Complaints regarding the service of the Building shall be sent registered, in writing, to the Managing Agent; a copy shall be furnished to the Board of Directors.
  - 22) Accessibility to the basement via the elevators will be limited to the hours of 7:00 a.m. through 9:00 p.m.
  - 23) The installation of a washing machine or dryer is strictly prohibited.
  - 24) Any person applying for the purchase or rental of any apartment from an individual owner must be screened and approved by the Board of Directors. Failure to abide by this rule will cause a fine to be assessed against the Owner of the apartment.
  - 25) All Residents moving in or moving out of the Building must obtain prior approval from the Management Office. A move-in/move-out deposit check of \$300.00 payable to Whitney Avenue Owners Corp. must be given to the Management Office. This deposit check will be returned to the Unit Owner within **ten (10) days** after move-in/move-out, if no damage was done to the Building's property during such move-in or move-out. All move-in/move-outs shall only be permitted between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday and Saturdays from 8am to 12pm. **PLEASE NOTE THAT A \$500.00 FINE WILL BE IMPOSED FOR ILLEGAL MOVE-IN/MOVE OUT.**
  - 26) Residents will not leave their apartment door open or ajar. Apartment doors must remain closed at all times.
  - 27) The policy regarding renovations at WHITNEY AVENUE OWNERS CORP. requires all Shareholders to obtain permission from the Board of Directors for any constructions, alterations or improvements that they desire to make in their apartment. The Shareholder must submit detailed plans and specifications for work to be done. The contractor must obtain a Certificate of Insurance for Workman's Compensation, plus property damage and liability insurance. The work (AFTER APPROVED) may

only be performed between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday (Except for Holidays).

If any damages are caused by the contractor, the Shareholder will be responsible for reimbursement to the Cooperative for such damages.

The Superintendent must be notified in advance, whenever a contractor is coming to the Building. The contractor must deliver all materials through the basement. The contractor is required to cart all debris from the Building. No construction debris shall be thrown into the compactor. Common Areas are to be left free of debris and damage.

All necessary electrical and plumbing work must be done by Licensed New York City Electricians and Plumbers. If the work done is not completed according to all applicable NYC Building codes, the Shareholder will be held responsible for any costs required to correct the code violations.

- 28) Each individual Shareholder is responsible for additional insurance at his own cost for the following coverage, which is **NOT** included in the Co-op Insurance Policy:
- (i) Fire or casualty losses to the contents of his Unit and replacements, additions, upgraded fixtures and improvements therein; and
  - (ii) Liability for personal injury or property damage as a result of occurrences in his Unit, including water damage legal liability to cover damage arising from leaks or other conditions within the Unit.
- 29) Subletting is only permitted after two (2) years of owner occupancy and will be subject to a 10% surcharge per month on maintenance. The sublease must be for a maximum of two (2) years. Upon expiration of the sublease, the Shareholder must occupy the apartment for a year to qualify for subleasing again. Any Shareholder who intends on subletting their apartment must obtain a sublet application from the Management Office and return the completed application to the Office for processing, along with a **\$500.00** application fee and applicable credit report fee. If the credit report is satisfactory, the application will be forwarded to the Board of Directors to schedule an interview of the applicant for final approval. The apartment may be rented only after a written approval has been received from the Office. Please take "NOTICE" that Shareholders who do not follow the above-listed procedures will be fined **\$750.00** for illegal subletting and reported to the Co-op's attorney for appropriate legal action with all legal fees to be at their expense.
- 30) **These House Rules will be strictly enforced. Any violation of the House Rules will be subject to penalties and reported to the Co-op attorney for appropriate legal action with all legal fees to be at the Shareholder's expense. They may be added to, amended or repealed at any time by the Board of Directors. Any consent or approval given under these House Rules by the Resident shall be revocable at any time.**

**PLEASE SIGN, DATE, NOTARIZE AND RETURN WITH YOUR APPLICATION.**

**I HAVE READ AND ACCEPT THE HOUSE RULES.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ of 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**WHITNEY AVENUE OWNERS CORP.**

**PET INFORMATION**

**Name of Pet:** \_\_\_\_\_

**Type of Pet:** \_\_\_\_\_

**Breed (Dogs):** \_\_\_\_\_

**Approx. Weight (Dogs):** \_\_\_\_\_

**Color (Dogs):** \_\_\_\_\_

**Unit Owner:** \_\_\_\_\_

**Apt. #:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**P.S. For Dogs – Please Attach Copy of Current NYC License.**