# **HOUSE RULES**

In addition to the provisions of the Arkansas Owners Corp. By-laws, the following House Rules and Regulations, along with any additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the units and the conduct of all residents thereof:

### 1. ACCESS TO PROPERTY

- 1.1 The public halls and stairways of the Building shall not be obstructed or used for any purpose other than ingress and egress from the Apartments in the Building, and the fire towers shall not be obstructed in any way.
- 1.2 Messengers and trades people shall use such means of ingress and egress as shall be designated by the Lessor.
- 1.3 Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the Building and through the service elevator to the Apartments when such elevator is in operation.
- 1.4 The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any Apartment at any reasonable hour of the day for the purpose of inspecting such Apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.
- 1.5 No velocipedes, bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the abovementioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the Building.

#### 2. NOISE

- 2.1 No Lessee shall make or permit 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 Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker 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. No construction or repair work or other installation involving noise shall be conducted in any Apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5 p.m.
- 2.2 Children shall not play in the public halls, courts, stairways, fire towers, or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.
- 2.3 Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least eighty (80%) percent of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's rooms, closets and foyer.

## 3. DEFACEMENT OF PROPERTY

- 3.1 No public hall above the ground floor of the Building shall be decorated or furnished by any Lessees to whose Apartments such hall serves as a means of ingress and egress; in the event of disagreement among such Lessees, the Board of Directors shall decide.
- 3.2 No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the Building.
- 3.3 No awnings, window air-conditioning units or ventilators shall be used in or about the Building except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything be projected out of any window of the Building without similar approval. There will be a monthly charge assessed on a monthly basis per air conditioner. **Violations will be subject to a \$50.00 fine.**
- 3.4 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.
- 3.5 No radio or television aerial shall be attached to or hung from the exterior of the Building without prior written approval of the Lessor or the managing agent.
- 3.6 No Lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.
- 3.7 No smoking or disposing of cigarettes in common areas. Violations will be subject to a \$100.00 fine.
- 3.8 Water closets 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 other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose Apartment it shall have been caused.

3.9 The Lessee shall keep windows of the Apartment clean. In case of refusal or neglect of the Lessee during ten (10) days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done by Lessor, which shall have the right, by its officers or authorized agents, to enter the Apartment for the purpose and to charge the cost of such cleaning to the Lessee.

## 4 SUBLEASE/SALES

- 4.3 Sales and subleases must be obtained from Management Office.
- 4.4 All subleases must be approved by the Board. Violations will be subject to a \$500.00 fine per month.
- 4.5 No group tour or exhibition of any Apartment or its contents shall be conducted, nor shall any auction sale be held in any Apartment without the consent of the Lessor or its managing agent.

## 5. MOVE IN OR OUT

- Moving is permitted only on Monday through Friday between the hours of 9:00 a.m. to 5:00 p.m. Violations will be subject to entire deposit of \$500.00 being forfeited.
- 5.2 Trunks and heavy baggage shall be taken in or out of the building through the service entrance.
- 5.3 The superintendent and the Managing Agent must be notified in writing seven (7) days in advance of moving. **A** \$500.00 deposit must be attached to your Moving Application. If there is no damage after moving in/out, the deposit will be returned.

### 6. RENOVATIONS/ CONSTRUCTION

All construction must be approved by the Board along with proper documentation, attached construction request form, and an alteration deposit of \$1000. Violations are subject to a \$500.00 fine per occurrence and an additional fine of \$250.00 per month until corrected.

## 7. FIRE PROTECTION

- 7.1 Fire safety plans and notices are to be posted to the inside of apartment doors as required by law.
- 7.2 Smoke detectors and Carbon Monoxide Detectors in apartments are required by law and should be checked periodically. If you hear constant beeps, the battery inside the smoke detector is weak and needs to be replaced.

### 8. GARBAGE DISPOSAL

- 8.1 Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the Building may direct. **Violations will be subject to a \$100.00 fine.**
- 8.2 All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.
- 8.3 Debris should be completely drip-free before it leaves the Apartment and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue for disposal.
- 8.4 No bottles or cans shall be dropped down the flue. These items must only be put in recycle bins located in the compactor room.
- 8.5 Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this matter may be left in a neat manner on the incinerator closet floor. Bulky items should be left at service elevator area between 10:00 a.m. and 6:00 p.m. and service employee summoned to dispose of them by way of the service elevator.
- 8.6 Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrapping or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.
- 8.7 Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.
- 8.8 The superintendant shall be notified of any drippings, or moist refuse, appearing on incinerator closet floor and corridors.
- 8.9 Shareholders/residents must also comply with NYC Department of Sanitation rules pertaining to disposal of garbage and recycling. Violators shall be subject to all NYC Sanitation fines imposed on the Co-op.

### 9. ANIMALS/PETS

9.1 No bird or animal shall be kept or harbored in the Building unless the same in each instance be expressly permitted in writing by the Lessor; such as permission shall be revocable by the Lessor. In no event shall dogs be permitted on elevators, park, or in any of the public portions of the Building. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the Building, or on the sidewalks or street adjacent to the Building. Violations will be subject to a \$25.00 fine for the first offense and a \$50.00 fine for the second offense.

#### 10. PARKING

- 10.1 No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the Building by another vehicle.
- 10.2 If there be a garage in the Building, the lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.
- 10.3 Except for parking in an assigned space pursuant to a lease with the Corporation, no parking is permitted on any property owned by or subject to the control of the Corporation. There shall be no parking in any of said public areas at any time by tenants, guests, employees, or subtenants.

### 11. LAUNDRY

- 11.1 The Lessee shall use the available laundry facilities between the hours of 8 a.m. to 9 p.m. Monday to Sunday as designated by the Lessor or the managing agent.
- 11.2 No tenant shall use, permit or maintain any clothes washer or clothes dryer in their apartment. No such laundry or drying apparatus shall be permitted in the building except for those machines supplied by the building in the laundry room designed for said purpose. Violation will be subject to a \$50.00 fine assessed every month until the unit is removed.

### 12. MISCELLANEOUS

Notary Public

- 12.1 These House Rules may be added to, amended or replaced at any time by resolution of the Board of Directors of the Lessor.
- 12.2 No Lessee shall send any employee of the Lessor out of the Building on any private business of a Lessee.
- 12.3 Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.
- 12.4 Complaints regarding the service of the Building shall be made in writing to the managing agent of the Lessor.
- 12.5 Maintenance checks must be in by the 1<sup>st</sup> of the month. Checks received after the 10th of the month will be subject to a **\$50 late fee.**
- 12.6 No Apartment shall have any additional freezers or refrigerators, or any other major appliances, or combinations thereof, except those which are supplied as standard equipment to every Apartment, without the prior written consent of the Board of Directors. In the event consent is granted, there shall be a surcharge, to be determined by the Board, per additional appliance per month, which charge shall be deemed additional rental collected as such.
- 12.7 Dishwashers are permitted if installed professionally and only after approved by Management/Board of Directors.

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

7/19/2011