

FORHILLS OWNERS CORP HOUSE RULES

For the purpose of clarity, the words “Lessor and Lessee” have been changed from the original House Rules. Lessor has been changed to the Corporation or Board of Directors and Lessee has been changed to Resident.

- (1) The public halls and stairways of the building shall not be obstructed or used for any purpose other than entering or exiting from the apartments in the building; the fire escapes shall not be obstructed in any way (plants, mops, boxes, etc.). Air conditioners should not be installed in a window that has a fire escape. If so, according to NYC Fire Department, it cannot extend out past the window sill where it will obstruct the path of the fire escape.
- (2) Children shall not play in the public halls, courts, hall or stairways, or on the fire escapes and shall not be permitted on the roof. No adults are allowed on the roof for any reason other than emergency evacuation if instructed to do so.
- (3) No public hall of the building shall be decorated or furnished by any resident in any manner without the prior consent of all the residents to whose apartments such hall serves as a means of entering or exiting. In the event of disagreement among such residents, the Board of Directors shall decide.
- (4)
 - (a) No resident shall make or permit any disturbing noises in the building or do or permit anything to be done therein that will interfere with the rights, comfort, or convenience of other residents. No resident shall play upon any musical instrument or permit to be operated a stereo, radio, DVD, television, computer, TV video games, video games etc. or loud speaker in such resident’s apartment between the hours of 11:00pm and the following 8:00am if the same shall disturb or annoy other occupants of the building. Failure to adhere to any of the above will result in a \$500 fine per incident.
 - (b) 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 9am and 5:00pm unless approved by the Board of Directors and/or Management. Failure to adhere to any of the above will result in a \$500 fine per incident.

Management and the Board of Directors must be notified, in writing, in advance of any construction project. The correspondence must include the full scope of work and the expected duration of such project. In addition, all contractors must supply, in advance, a copy of their current insurance coverage and licensing credentials, with Forhills Owners and the Management Company as additional insured. Copies of the contractor’s Certificates of Insurance and Workman’s Compensation which must include Certificate Holder is Listed as Additional Insured on a primary and non contributory basis, Liability Policy Includes Full Contractual Liability and No Third Party Action Over Exclusion.

Failure to adhere to any of the above will result in a \$1,000 fine per day and work stoppage.

- (5) No article shall be placed in the halls or on the staircase landings or fire ladder, nor shall anything be shaken from the doors, windows or placed upon the windowsills or fire escapes of the building.

(2)

- (6) No awnings, window air conditioning units, satellite dishes or ventilators shall be used in or about the building except such as shall have been approved by the Board of Directors or Management Company, nor shall anything be projected out of any window of the building without similar approval.

No radio or television aerial or disk/dish or telephone line shall be attached to or suspended from the exterior of the building or installed anywhere on the roof or hallways without the prior written approval of the Board of Directors or Management Company.

- (7) 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 Board of Directors or Management Company.
- (8) No tricycles, bicycles, scooters, skates, skateboards, rollerblades, baby carriages, shopping carts or similar vehicles shall be allowed to stand in the public halls, passageways, or areas of the building and must enter and exit through the basement only.

If you choose to store any of these items, or any other item in the basement storage room, you do so at your own risk. Neither the Cooperative, the Board, Management, nor any of their employees are responsible if any item is lost or stolen.

- (9) Messengers and trades people shall use such means of entering or exiting shall be designated by the Cooperative.
- (10) Any delivery, of furniture, large boxes or food/grocery deliveries, must be made through the basement. No hand trucks, or dollies, are allowed through the lobby.

Trunks, heavy baggage, shopping carts are not allowed through the lobby and must go through the basement.

- (11) Toilets 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 grease, sweepings, rubbish, rags or any other article be thrown into the toilets. The cost of repairing any damage resulting from misuse of any toilets or other apparatus shall be paid for by the Resident in whose apartment it shall have been caused.
- (12) No Resident shall send any employee of the Cooperative out of the building on any private business of a Resident during hours of employment.
- (13) No animal shall be kept or harbored in the building unless the same in each instance have been expressly permitted in writing by the Cooperative: such permission shall be revocable by the Cooperative or Board of Directors. Only two small animals are allowed per apartment (no more than 20 pounds at adulthood) or one large animal (no more than 30 pounds at adulthood) if permission is given by the Board of Directors). In addition, if you have a dog, proof of license and shots must be provided once a year. Proof of shots for cats is required as well.

In no event shall dogs be permitted in any of the public portions of the building unless carried or on a leash and must enter and exit the building through the basement only.

Residents must curb pets. No animal is allowed on the grass. No birds or animal shall be fed from the windowsills or in the yards or public portions of the building, or on the sidewalks or street adjacent to the building.

(3)

- (14) As per NYC rules, all residents must supply the Cooperative with a copy of the key(s) to their apartment. These keys will be used for emergency purposes only should no one be in the apartment when management, NYPD, NYFD, EMT's need access due to flooding, fire, smoke, gas smell, injury to anyone inside etc. If you chose to leave your key with someone else, you must advise Cooperative and Management Company who has your key(s).

Residents are required to provide access to their apartments in order for repairs to be done. Residents will be given as much advance warning as possible when repairs are scheduled.

- (15) The Residents shall use the available laundry facility only upon such days and during such hours as may be designated by the Corporation or the Managing Agent: Sunday through Saturday, 7am to 11pm (last wash at 9:30pm). Be aware of the time you use the machines so that you will return to the laundry room in a timely fashion so that other residents do not have to wait for use of machines.

You may not bring the laundry carts into your apartment. They must remain in the laundry room for other residents use. For sanitary reasons, only clean clothes, wet or dry, should be put into the laundry carts.

- (16) The Corporation shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes. If you store any items in the storage rooms, neither Management, The Cooperative, the Board of Directors or their employees are responsible for any damage, loss or theft of your items.

- (18) 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 80% of the floor area of each room excepting only kitchens, pantries, bathroom, closets, and foyers.

There is a \$50 fine for anyone that does not have the required carpeting which will be added to your account each month until the carpet is installed.

- (19) 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 Board of Directors or Management Company.

- (20) The Residents shall keep the windows of the apartment clean. In case of refusal or neglect of the Resident during ten (10) days after notice in writing from the Board of Directors or the Management Company to clean the windows, such cleaning may be done by the Corporation, which shall have the right, by its officers or authorized agents, to enter the apartment for that purpose and to charge the cost of such cleaning to the Resident.

- (21) Complaints regarding the service of the building shall be made in writing to the Managing Agent of the Corporation either by U.S. Postal Service or e-mail.

- (22) Residents are responsible for the behavior of their guests, and must receive Board approval for any overnight guests staying for more than one month. If the guests violate the House Rules it will be addressed as if the resident violated them and any fine/fee will be sent to the owner. If the problem(s) persist, these fines could be increased up to \$1,000 per incident.

(4)

(23) The following rules shall be observed with respect to refuse disposal:

- (a) All wet debris and/or cat litter and the like, is to be securely wrapped or bagged in small package size to fit easily into the compactor chute.
- (b) Debris should be completely drip-free before it leaves the apartment and carried to the compactor in a careful manner and in a drip-proof container or double bag then placed into the chute so it will drop into the chute for disposal.
- (c) No bottles/cans/aluminum/newspapers/circulars/clothes hangers or any recyclable item shall be dropped down the compactor chute but must be placed in the proper receptacle. If they are too heavy, they must be carried down to the designated area in the basement and disposed of in the proper receptacle.
- (c) Newspapers and cans/bottles should not be put into their receptacle with paper or plastic bags. Remove from bag and place into the receptacle.
- (d) Cartons, boxes (including pizza boxes), crates, sticks of wood or other solid material shall not be stuffed into the chute opening. They must be crushed or tied together and carried down to the basement and left in the designated area in a neat manner.
- (e) Under no circumstances should 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 or lighted cigarettes or cigar stubs be thrown into the compactor chute.
- (f) Vacuum cleaner bags, cat litter, boxes, bird cage liners or any other liner for caged animals cannot be emptied into the chute. Such items should be wrapped in a securely tied bag or package and then placed into the chute or be brought to the basement rubbish area.
- (g) The superintendent shall be notified of any drippings or moist refuse appearing on the floor in the corridors, stairs, elevator or basement.
- (h) Do not leave any garbage or recyclable garbage outside the compactor door or on the floor inside the compactor room. If a bag does not fit into the chute, bring down to the designated area in the basement. Use all of the garbage receptacles in the basement. If one is full, please use another.
- (i) Do not discard cigarette/cigar stubs on the grounds or in the landscaping.

Any resident that is found not obeying the above rules and/or the NYC Rules on garbage disposal and recycling will be charged \$100 per incident. If the Cooperative incurs a fine from NYC as a result of a resident's negligence with following these rules, the cost of the fine will be imposed on that resident.

- (24) Each resident will be given two keys only for the lobby/basement doors. Any need for more must be put in writing to the Board of Directors via the Management Office. If you are granted additional keys, there is a \$50.00 security deposit for each additional key.

(5)

- (25) The agents of the Corporation, and contractors or workmen authorized by the Board of Directors, 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 any such vermin, insects or other pests. If the Corporation takes measures to control or exterminate the apartment, the cost thereof shall be payable by the Resident, as additional maintenance or rent.
- (26) For safety and security reasons, no Resident, guest, contractor, or delivery person shall leave any of the entrance doors to the building open. No Resident or guest should allow any person into the building for any reason if his or her identity is unknown. No person should be permitted access into the building via the intercom system if his or her identity is unknown.
- (27) No Resident should leave any debris or discarded mail in the lobby.
- (28) No employee of the Corporation may be used by any Resident for the private business of any Resident during hours of employment. The holders of Unsold Shares shall have the right to use employees of the Apartment Corporation in the preparation of vacant apartments for sale or to do work in connection with apartments to which Unsold Shares are allocated, and the holders of Unsold Shares will pay the Apartment Corporation the hourly wages of the employees involved for the time during which they were actually employed on such business. Such employment may not interfere with the regular duties of said employee.
- (29) Residents are not to have their own washing machine or dryer within the apartment. Residents will be responsible for all repairs needed to the apartment or building plumbing, walls, or floors as a result of violating this House Rule. In addition fine of \$250 will be imposed at the time of discovery of such equipment with an additional \$250 per month added until the equipment is removed.
- (30) There is a \$50.00 late fee for maintenance received after the 10th of each month.
- (31) Residents shall maintain their apartments in a condition that does not create a fire and/or health hazards, including odors.
- (32) Subletting of owners apartments is allowed pending approval of the Board of Directors. Owner must live in the building a minimum of two years before requesting to sublet. In addition, the sublet cannot be for longer than a two-year period unless approved by the Board. If approved, the Sublet is subject to be reevaluated by the Board on a yearly basis.

The Sublet is to abide by all House Rules set forth by the Cooperative. If the Sublet poses a problem of any kind to the building, its residents, the superintendent, Management or the Board of Directors, the Board reserves the right to cancel the sublease at any time.

(6)

There is an annual fee equal to 10% of the yearly maintenance for the apartment for subletting and an annual fee of 20% for owners subletting two or more apartments, subject to review and modification by the Board of Directors. This yearly fee may increase at the direction of the Board of Directors.

There is a \$500 Security Deposit for any move in or out of the building that will be returned as long as no damage was caused by the move.

- (33) Any consent or approval given under these House Rules by the Corporation shall be revocable at any time.
- (34) These House Rules may be amended at any time by resolution of the Board of Directors or the Management Company.

Official Smoking Policy

The following rules shall be observed with respect to smoking. Mandated by NYC Local Law 147, they apply to any person on the property, including guests:

(a) Smoking is not allowed in the following locations:

- i. Indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, storage areas, and laundry rooms;**
- ii. Outdoor common areas, rooftops, courtyards; and,**
- iii. Outdoors within 20 feet of entrances, exits, windows, and air intake units on property grounds.**

(b) For purposes of these rules, "smoking" is defined as inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke.

(c) Vapors produced by electronic cigarettes (e-cigarettes) are included in these prohibitions. An "electronic cigarette" is defined as a battery-operated device that heats a liquid, gel, herb or other substance and produces vapor for people to inhale.

(d) Under the Smoke-Free Air Act, New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms in any building with three or more residential units (NYC Admin. Code, § 17-505).

(e) Complaints about smoke drifting into a residential unit or common area should be made promptly to the Property Manager. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where the smoke was observed, building address, description of incident and apparent source of smoke.

(f) Violations of the policy on smoking may be addressed according to the building's governing rules.