

## 55 Grand Avenue Owners Corp.

### HOUSE RULES

- (1) The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress or egress from the apartments in the building, and the fire escapes shall not be obstructed in any way (plants, mops, boxes etc).
- (2) No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.
- (3) Children shall not play in the public halls, courts, 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.
- (4) No public hall of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of all the 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.
- (5) 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 any musical instrument or permit to be operated a stereo, radio, television, computer, TV video games, video games or loud speaker in such Lessee'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.

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 8:30am and 5:00pm.

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, with 55 Grand Avenue Owners Corp. and the Management Company as additional insured.

There is a \$200.00 fine, per incident, for any part of this rule, involving contractors, that is violated.

- (6) 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.
- (7) 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 Lessor, Managing Agent or the Cooperative, nor shall anything be projected out of any window of the building without similar approval.

- (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, Managing Agent or the Cooperative.
- (9) No tricycles, bicycles, scooters, skates, skate boards, roller blades, baby carriages, shopping carts or similar vehicles shall be allowed to stand in the public halls, passageways, areas, backyard or front court of the building and must enter and exit through the basement only.

If you chose 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 or any of their employees are responsible if any item is lost or stolen.

- (10) Messengers and trades people shall use such means of ingress and egress as shall be designated by the Lessor.
- (11) Any delivery, of any kind, must be made through the basement. No hand trucks, or dollies, are not allowed through the lobby.
- (12) Trunks, heavy baggage, shopping carts are not allowed through the lobby and must go through the basement.
- (13) *Intentionally deleted (see #27).*
- (14) —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 Lessee in whose apartment it shall have been caused.
- (15) No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee during hours of employment.
- (16) No animal shall be kept or harbored in the building unless the same in each instance have been expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor or Board of Directors. In no event shall dogs be permitted in any of the public portions of the building unless carried or on a leash. All dogs must enter and exit through the basement only. Lessee must curb pets. Dogs must not exceed 35 lbs. when full grown. No animal is allowed on the grass, in the front courtyard, backyard for this purpose. No pigeons or other birds or animal shall be fed from the windowsills or in the yard, court space or public portions of the building, or on the sidewalks or street adjacent to the building.

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.

- (17) 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 any where on the roof without the prior written approval of the Lessor, Managing Agent or the Cooperative.
- (18) No vehicle belonging to a Lessee or to a member of the family, guest 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.
- (19) The Lessee shall use the available laundry facility only upon such days and during such hours as may be designated by the Lessor or the Managing Agent: Sunday through Saturday, 6am to 12am (last wash at 11pm). 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.
- (20) The lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- (21) 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.
- (22) 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.
- (23) The Lessee shall keep the 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 the Lessor, 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 Lessee.
- (24) *Intentionally Deleted.*
- (25) Complaints regarding the service of the building shall be made in writing to the Managing Agent of the Lessor.
- (26) *Intentionally Deleted.*
- (27) 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. They must be carried down to the designated area in the basement and disposed of in the proper receptacle. Newspapers and cans/bottles should not be put into their receptacle with paper or plastic bags. Remove from bag and then 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/litter box/bird cage liners or any other liner for caged animals must never be emptied into the chute. Such dust, dirt etc. should be wrapped in a securely tied bag or package and then placed into the chute.
- (g) The superintendent shall be notified of any drippings or moist refuse appearing on the floor in the corridors or basement.
- (h) Do not leave any 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.

(28) *Intentionally deleted.*

(29) 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 any such vermin, insects or other pests. If the Lessor takes measures to control or exterminate the apartment, the cost thereof shall be payable by the Lessee, as additional rent.

Any resident that does not allow the building exterminator into their apartment at least once in a four (4) week period will be fined \$50.00 per incident. If lessee hires their own exterminator, a receipt must be submitted monthly for such service.

- (30) For safety and security reasons, no Lessee, guest, contractor, or delivery person shall leave any of the entrance doors to the building open. No Lessee or guest should allow any person into the building for any reason if their identity is unknown. No person should be permitted access into the building via the intercom system if his or her identity is unknown.
- (31) No Lessee should leave any debris or discarded mail in the lobby.
- (32) *Intentionally deleted.*
- (33) No employee of Lessor may be used by any Lessee for the private business of any Lessee 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.
- (34) Lessees are not to have their own washing machine or dryer within the apartment. The Lessee 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, a 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.
- (35) There is a \$50.00 late fee for maintenance received after the 10<sup>th</sup> of each month.
- (36) There is a Transfer Fee on any apartment sold by an owner.
- (37) 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 Sublette is subject to be reevaluated by the Board on a yearly basis.

The Sublette is to abide by all House Rules set forth by the Cooperative.

If the Sublette 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.

There is a \$300 per year fee for subletting.

- (38) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.
- (39) These House Rules may be amended at any time by resolution of the Board of Directors or the Lessor.

**55 GRAND AVENUE OWNERS CORP.**

**Acknowledgement of House Rules**

The House Rules of 55 Grand Avenue Owners Corp. may be amended or repealed at anytime by resolution of the Board of Directors.

The undersigned has read and agrees to fully abide by these House Rules, and shall be responsible for the actions of his/her family, guests and employees.

Apartment # \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_