

**47TH AVENUE MANOR INC.
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 person who has offices in the building shall be permitted to wait in the lobby.
- (3) Children shall not play in the public halls, courts, hall or front stairways, 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 that 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.**
- (6) **The following is the procedure for a Unit Renovation:**
 - a. **No renovations or structural changes of any unit shall be undertaken without the approval of the Management Company and/or the Board of Directors:**
 - b. **Approval for renovation requires the following information:**
 - i. **The contract specifying the scope of work that is going to be done and;**
 - ii. **Copies of all the contractor's Certificates of Insurance and Workman's Compensation. The information for the Certificates of Insurance may be received from the Management Company.**
 - c. **After approval, and before any work begins there is a refundable \$750 deposit check required payable to 41-16 47th Avenue Manor Inc.**
 - d. **The building Superintendent is to be notified whenever materials are being moved in the elevator so that the protection may be installed. There is a \$500 penalty for failure to comply.**
 - e. **The Lesee and contractor are responsible for removing all debris from the premises and maintaining building cleanliness. There will be a \$100 per hour per work plus materials charged for any cleaning that the Cooperative needs to do for failure to comply.**
 - f. **Lesees shall remove all debris and/or materials from the public building areas immediately. There will be an initial \$500 penalty assessed and a \$100 per day penalty for all rubbish and/or building materials that is not removed from any public area.**
 - g. **All construction work may only be performed between the hours of 8.30am and 5:00PM weekdays (Mondays through Fridays). No construction work is permitted on weekends or on legal holidays.**
- (7) 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.

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- (8) No awnings, 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.
- (9) 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.
- (10) 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, or in 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. The Cooperative, the Board of Directors, the Management Company or any of their employees are not responsible for lost or stolen items.

- (11) Messengers and trades people shall use such means of ingress and egress as shall be designated by the Lessor.
- (12) **The following is the procedure for delivery of large items and moving in and out of the building:**
 - a. **Any delivery, of furniture or large boxes, must be made through the basement door of the building. Under no circumstances should large items or deliveries be brought in or out of the lobby area at any time.**
 - b. **Moving of furniture or other heavy items is permitted from 8am to 6pm Monday-Saturday only. There is no Sunday moving permitted.**
 - c. **The Superintendent, PHONE # 646-431-7690, must be notified at least three (3) days in advance of a move in/out or large furniture delivery. There is a refundable \$300.00 cash deposit to be given to the Superintendant at this time, in order to protect the building and elevator against damage. The deposit will be returned upon inspection of the elevator and building after completion of the move.**
 - d. **Failure to comply with these rules will incur a \$500.00 fine to the offending Lessee.**

- (13) Trunks, heavy baggage, shopping carts are not allowed through the lobby and must go through the basement. Any scratches on the lobby floor may constitute a \$250 fine plus the cost of all repairs.
- (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 the Lessee during the employee's 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; permission shall be revocable by the Lessor or Board of Directors.

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- (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 or hallways 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 or garage by another vehicle.
- (18) 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.
- (19) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- (20) **Unless expressly authorized by the Board of Directors in each case, the floors of each room of each unit must be covered to the extent of at least 80% of the floor area of each room (not 80% of the entire apartment), excepting only kitchen, pantries, bathrooms, closets, and foyers. If the Managing Agent and/or the Board of Directors deem that noises produced from one apartment disturb neighboring apartments, the Board of Directors and Managing Agent reserve the right to inspect floor coverings and require changes. Changes may include, but are not limited to: additional padding under floor coverings; one large full-size rug or wall-to-wall carpeting to replace multiple smaller pieces; or additional noise-reducing material. If changes are required by the Managing Agent and the Board of Directors, the shareholder will have 30 days to comply. If the shareholder fails to comply within 30 days, a penalty of up to \$25 per day may be levied until the issue is resolved. If the mandated changes are not instituted within 60 days, in addition to daily penalties, shareholder may be required to attend a mediated meeting with all parties. Failure to do so may result in additional fines.**
- (21) 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.
- (22) 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.
- (23) Complaints regarding the service of the building shall be made in writing to the Managing Agent of the Lessor.
- (24) 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.

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- (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.
- (d) Newspapers and cans/bottles should not be put into their receptacle with paper or plastic bags. Remove from bag and then placed into the receptacle.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) The Superintendent shall be notified of any drippings or moist refuse appearing on the floor in the corridors, elevator or basement.
- (i) 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.
- (j) Do not discard cigarette/cigar stubs on the grounds or in the landscaping.
- (k) All furniture, beddings, appliances, debris, recyclables and other household items must be properly prepared for disposal and disposed according to sanitation, building and any other NYC agency rule and regulation.

Any resident that is found not obeying the above rules and/or the NYC Rules on garbage disposal and recycling will be charged \$100.00 per incident for not following garbage disposal rules in addition to any and all fines received from NYC.

- (25) 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.
- (26) For safety and security reasons, no Lessee, guest, contractor, or delivery person shall leave any of the entrance doors to the building, or the garage door open. No Lessee 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 Lessee should leave any debris or discarded mail in the lobby.

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- (28) 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.
- (29) Lessees are not to have their own washing machine 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 \$500.00 will be imposed at the time of discovery of such equipment with an additional \$250.00 per month added until the equipment is removed.
- (30) There is a \$50.00 late fee for maintenance received after the 15th of each month.
- (31) **The following rules shall be observed with respect to subletting:**
- (a) **Subletting of owners apartments is allowed pending approval of the Board of**
 - (b) **Directors. There is a \$500.00 fine for subletting an apartment without prior approval by the Board of Directors which increases by \$500.00 for each subsequent violation (\$1,000.00 for a 2nd violation, \$1,500.00 for a 3rd violation etc). The Owner must live in the building a minimum of two years before requesting to sublet. A \$250.00 application fee is required. In addition, the term of the sublet cannot be for longer than a two-year period unless approved by the Board. If approved, the Sublet Tenant is subject to be re-evaluated by the Board on a yearly basis.**
 - (c) **The Sublet Tenant is to abide by all House Rules set forth by the Cooperative. If the Sublet Tenant 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.**
 - (d) **There is an annual fee equal to 1 month of the yearly maintenance for the apartment for subletting, subject to review and modification by the Board of Directors.**
- (32) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.
- (33) 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

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(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.

(34) These House Rules may be amended at any time by resolution of the Board of Directors or the Lessor.

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ACKNOWLEDGEMENT

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.

Print Name

Print Name

Signature

Signature