

1111 MIDLAND AVENUE TENANTS CORP.

CO-OP

HOUSE RULES

UPDATED & ADOPTED

2021

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- (1) The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building and the fire towers shall not be obstructed in any way. No personal property may be left in the public hallway.
- (2) No one shall loiter or play in the lobbies, patios, public halls, stairways, fire towers or elevators. No one is authorized to be on the roof.
- (3) A. 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 operate a radio or a television loudspeaker or ***any audio equipment*** in such Lessee's apartment between the hours of 11 PM and the following 8 AM, if the same shall disturb or annoy other occupants of the building.  
  
B. No construction or repair work or other installation involving noise shall be conducted in any apartment on Sundays or legal holidays. When work or installations involving noise is undertaken it must be done between the hours of 8:30 AM and 4:30PM. *Contractors must be licensed and carry proper insurance.*
- (4) 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 windowsills of the building.
- (5) No awnings, shades, window air conditioning units, window guards, ventilators or porch enclosures shall be used in or about the building except such as shall have been expressly approved by the Board nor shall anything be projected out of any window of the building without similar approval. ***Written requests must be made through the Managing Agent via the Superintendent.***

- (6) No sign, notice, advertisement, illumination or decoration 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 or the Managing Agent.
- (7) No velocipedes, bicycles, scooters or similar vehicles, or baby carriages shall be allowed to stand in the passenger elevator, public halls, passageways, areas, or courts of the building.
- (8) Managers and trades people shall use such means of ingress and egress as shall be designated by the Board.
- (9) Trunks and heavy baggage shall be taken in or out of the building as may be prescribed by the Board or the Managing Agent, using the service elevator.
- (10) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the Board or the Managing Agent of the building may direct.
- (11) **Toilets** and other water apparatus in the building shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other articles be thrown into the **toilets**. The cost of repairing any damage resulting from the misuse of any **toilets** or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.
- (12) No Lessee shall send any employee of the Corporation out of the building on any private business of a Lessee.
- (13) No bird or animal shall be kept or harbored in the building unless the same in each instance is expressly permitted in writing by the Board. The only dogs allowed in the building are those that have been "grandfathered" in prior to the building having been converted to a Co-Op. No other dogs **are permitted** to take up residence in the building. **All other pets are subject to prior Board approval.**

In no event shall dogs be permitted on elevators or in any of the public portions of the building unless carried or on a leash. Dogs must be taken in and out of the building through the service elevator only. This allows those tenants who prefer not to encounter dogs in such close quarters to do so by using the other elevator.

No pigeons or other birds or animals shall be fed from the windowsills, terraces, balconies or in the yard, court space or other public portions of the building, or on the sidewalks or street adjacent to the building.

- (14) No radio or television aerial **or satellite dishes** shall be attached to or hung from the exterior of the building without the prior written approval of the Board or the Managing Agent

- (15) No vehicle belonging to a Lessee or to a member of the family or guest, sub-tenant or employee of a Lessee shall be parked in such a manner as to impede or prevent ready access to any entrance of the building by another vehicle.
- (16) The Lessee shall use the available laundry facilities only upon such days and during the hours designated by the Board or the Managing Agent.
- (17) The Board shall have the right from time to time to curtail or relocate any space devoted to storage purposes.
- (18) Unless expressly authorized by the Board 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 except: kitchens, entry ways, bathrooms, and closets.
- (19) No group tour or open house exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the prior consent of the Board or the Managing Agent.
- (20) The Lessee shall keep the windows of the apartment clean. In the case of refusal or neglect of the Lessee, during 10 days after notice in writing from the Lessor of the Managing Agent to clean the windows, such cleaning may be done by the Board, which shall have the right by its Officers or authorized Agents, to enter the apartment for this purpose and to charge the cost of such cleaning to the Lessee.
- (21) The passenger elevator is of an automatic type and intended for operation by a passenger.
- (22) Complaints regarding the service of the building shall be made in writing to the Managing Agent or the Board.
- (23) Any consent or approval given under these House Rules by the Board shall be revocable at any time by the Board.
- (24) No Lessee shall install any plantings on the terrace, balcony, or roof without the prior written approval of the Board. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches (2") from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches (3") 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 must be at least three inches (3") 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. The Lessee shall be responsible for any damage that may be caused by such plantings. The use of charcoal or gas grills shall not be permitted on any terrace, balcony, or the roof of the building.

- (25) The Agent of the corporation, and any contractor or workman authorized by the Board, 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 Board takes measures to control or *exterminate*, the cost thereof shall be payable by the Lessee, as additional rent or maintenance.
- (26) No air conditioning device shall be installed by the Lessee without the prior written approval of the Board as to the type, location, and manner of installation of such device. Devices shall conform to electrical codes. Air conditioners shall not protrude from windows on fire escape stairwells in such way to obstruct egress.
- (27) Use and decoration of grounds and gardens will be under the direction and control of the Board with prior permission.
- (28) The Board or the Managing Agent shall have the right to prescribe rules for the parking of vehicles in a garage or parking area within or without the building and the use of roadways thereto. The Board may cause to have removed any vehicle improperly parked, junk/abandoned vehicles, vehicles without license plates and/or valid registration. ***No vehicle may be stored without the express written permission of the Board.*** The Lessee at his/her own expense and risk will be responsible for all costs for the removal of said vehicle(s), for any violation stated in this paragraph.
- (29) Any employee or visitor of a Lessee may be denied access to the premises, for cause and for whatever period of time may be deemed appropriate, by an affirmative vote of a majority of the Board.
- (30) The installation or use in any apartment of electric stoves or laundry equipment is not permitted. No tenant-owner shall install in the apartment dishwashers or other similar equipment without prior written consent of the Board. No privately owned equipment shall be kept or used in the laundries. ***An initial violation fee of \$500 will be instituted. An additional \$75 administrative fee will be assessed monthly until the violation is cured and Management, the Superintendent, or the Board is allowed access to inspect the apartment to confirm the equipment in violation has been removed from the premises.***
- (31) The following items may not be kept in the basement storage except when left in fireproof metal cabinets:
1. Mattresses, box springs and bedding of all kinds
  2. Draperies and wall hangings
  3. Carpeting and carpet pads
  4. Cardboard boxes
  5. Newspapers and magazines
  6. Tires

The following items may not be kept in basement storage under any circumstances: gasoline, oil, paint, cleaning fluids, etc., or any other type of combustible materials or any other items which may be in violation of Municipal, State or Federal Fire laws.

- (32) Lessees are advised that in the event of any household moves, in or out of the building, operations must be conducted and completed between 8:30 AM and 4:30 PM, Monday through Saturday. If a move goes beyond 4:30 PM, there will be a charge for building staff to be charged at prevailing overtime rates. This also applies to internal moves, within the building. Additionally, only one move may be undertaken at a time, with dates and times granted on a first come first serve basis through the superintendent. All moving must be done exclusively through the east service elevator with all padding in place. No move may be undertaken on Sundays or legal holidays. **NO EXCEPTIONS.**

*Appointments must be made in advance with the Superintendent and a \$500 deposit (Certified Check or Money Order) must be submitted. Deposits will be refunded within 30 days of the move date.*

- (33) Lessees are responsible for the removal from the building of all debris resulting from any household move or interior alterations. This includes items such as cardboard boxes, carpeting and pads, draperies, bedding of all kinds, refrigerators, ranges, doors, etc. No items are to be placed in public halls, stairwells, fire towers, hallways, incinerator rooms, or basement corridors prior to the day of their prearranged removal. **Cardboard boxes should be broken down and tied into manageable bundles. Bundles should be turned over to the building staff for recycling.** Violators shall be subject to fines and/or legal action.
- (34) All deliveries of bulk items, i.e., carpeting, furniture, large appliances, etc., require contacting the Superintendent 3 days prior to such delivery, in order for the building staff to prepare the elevator with pads, etc. Additionally, such deliveries must be arranged to be conducted in normal moving hours, Monday to Saturday between 8.30 and 4:30 pm, with no deliveries of bulk items permitted on Sundays or legal holidays. Any bulk items must be delivered exclusively through the east service elevator with all padding in place.
- (35) The Board shall consider permitting the **subleasing of apartments**, which shall be contingent upon the shareholder presenting to the Board a perspective applicant, who shall complete the appropriate building sublease application **and be interviewed by the Board.** The Board, within five (5) business days, will render their decision. Subject to a sublet fee.
- (36) Anyone illegally subletting their apartment, without prior Board approval will be assessed an administrative fee of one month's maintenance, for each and every month the violation continues.
- (37) The Board of Directors will not approve a **sublet request or sublet renewal from a shareholder if their account is not current.**
- (38) Initially two building entrance keys were provided for each apartment. Requests for a third key must be submitted in writing to the Managing Agent for approval **by the Board.** A deposit is required for all additional keys. The deposit for shareholders and residents is \$50.00 per key. The deposit for all others is \$100.00 per key. Tenants of the sponsor requesting additional keys must have a written request approved by the sponsor before a key will be issued.

- (39) All parking spots are assigned on a month to month basis. Parking spots are at the discretion of the Board. Assigned parking spaces are not to be considered part of the shareholder' s or tenant's apartment, and therefore, cannot be passed on to new shareholders purchasing a unit, or to a new subtenant. Parking privileges may be revoked if a shareholder is in arrears.
- (40) These House Rules may be added to, amended, or repealed at any time by resolution of the Boardof Directors.
- (41) ***The Board also reserves the right to pursue all remedies and options available to them by law. Violations of these rules will be subject to the imposition of an administrative fee.***

Holidays:

New Year's Day  
Presidents Day  
Martin Luther King Day  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Veteran' s Day  
Thanksgiving Day  
Christmas Day