



440 Mamaroneck Avenue, Suite S 512  
Harrison, NY 10528

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## **HOUSE RULES**

The following is an update of the House Rules prepared by the Board of Directors of the 3636 Greystone Owner's Inc. For the purpose of this document, the Lessor is defined as the 3636 Greystone Owners Inc. and the Lessee is defined as a shareholder in the Corp. In the event a shareholder subleases to a tenant, the Lessee is responsible for adherence to these House Rules by their tenants.

1. The public halls, elevators, and stairways of the building may not be obstructed, decorated or used for any purpose other than entering or exiting from the apartments in the building. The fire escapes and outer windowsills cannot be obstructed in any way.
2. Residents and their guests may not play in the public halls, courtyards, stairways, fire escapes, elevators or parking lots. If damage is caused by a resident or guest the repair will be the responsibility of the resident.
3. No one is permitted on the roof.
4. No public hall above the ground floor of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of all of the Lessees to whose apartments such hall serves as a means of entering or exiting; 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, which will interfere with the rights, comfort or convenience of other Lessees or tenants at any time. During all hours, consideration of neighbors must always be a guide for maintaining reasonable noise levels. Construction or repair work or other installation involving noise shall be conducted in an apartment only between the hours of 9:00 A.M. and 5:00 P.M. No Lessee or tenant shall play or permit the playing of any musical instrument, radio, television, phonograph, tape or CD player, etc. between 10:00 P.M. and 8:00 A.M. if it disturbs or annoys other occupants of the building.
6. No article shall be placed in the halls or on the staircase landings. No items including, but not limited to, awnings, window air conditioning units (except where noted below), ventilators, or antennas are permitted which project outside a window or are attached to



- the exterior of the building. Window units, if approved, are to be installed in a safe and secure manner in accordance with Local Law 11.
7. No sign, notice, advertisement or illumination may be installed on or at any window, door or common area of the building, without the written approval of the managing agent, except approved fire department decals.
  8. No bicycles, scooters, baby carriages or similar vehicles shall be allowed to stand in the public halls, passageways, areas or courts of the building.
  9. Messengers and trades people shall use such means of entering and existing as shall be designated by the Lessor.
  10. Garbage and refuse shall be disposed of only at such times and in such a manner as the Superintendent or Managing Agent of the building may direct. All occupants must sort and properly dispose of all materials required to be recycled in the recycle room in accordance with the posted requirements.
  11. The following rules must be observed regarding the compactor refuse chute rooms on each floor:
    - a. All garbage must be securely wrapped or bagged so it does not leak and will fit easily in the chute.
    - b. No garbage of any kind may be left in these rooms.
    - c. Materials such as aerosol cans, bottles, wire hangers, clothing, vacuum bags, paint cans and combustibles of any kind may block the chute or adversely affect the compactors. These materials must be brought down to the recycle for disposal.
  12. Toilets and other plumbing in the building shall not be used for any purpose other than those for which they were constructed. The cost of repairing any damage from misuse shall be the responsibility of the Lessee in whose apartment the item is installed.
  13. Work request forms for work within an apartment must be submitted to the Superintendent. Forms are to be deposited in the boxes on the Superintendent's door. Forms can be requested from the Superintendent. A Lessee may not request any Coop employee to perform any private tasks during their regular work hours.
  14. Pets are permitted in the building in accordance with the Coop Pet Policy and Agreement which requires a written request subject to the approval of the Coop Board, compliance



with the pet guidelines and the annual submission of a registration form to the managing agent by May 31<sup>st</sup> of each year.

15. No radio or television aerial or satellite dish shall be attached to or hung from the exterior of the Building without the prior written approval of the Lessor or managing agent.
16. Vehicles belonging to a Lessee, family member or guest, subtenant or employee of a Lessee may not park in a manner, which impedes or prevents ready access to the Building's parking lots or parking space.
17. The Lessee must abide by the requirements of parking rental agreements. Requests for parking spaces must be made through the managing agent. Illegally parked cars will be towed at the owner's expense.
18. The Lessee shall use the available building laundry facilities only during such hours as designated by the managing agent. Laundry facility users must exercise good housekeeping practices and cleanup after themselves.
19. The Lessor shall have the right to curtail or relocate any space devoted to storage or laundry purposes.
20. The floors of each apartment must be covered with rugs or carpeting to effectively reduce noise transfer. At least 80% of the floor of each room is to be covered with the exception of kitchens, bathrooms and closets.
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 management agent.
22. The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right to enter the apartment for that purpose and to charge the cost for such cleaning to the Lessee.
23. Complaints regarding the service of the Building shall be made in writing to the managing agent.
24. Any consent or approval given under these House Rules shall be revocable by the Lessor at any time.



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25. Lessee will abide by all arrangements made by the Lessor with regard to the garage and the driveways thereto.
26. The Lessee must request in writing an approval from the managing agent prior to performing any interior renovation to any apartment such as painting, electrical and plumbing work, construction or demolition of walls, replacement of kitchen and bathroom facilities or cabinets. Licensed tradesmen must perform plumbing and electrical work. Appropriate licenses, insurance and bonding must be submitted to managing agent before work commences.
27. In the event of a building emergency, the Superintendent and/or managing agent are to be notified as soon as possible.
28. The following must be observed in regard to the moving in or out of the building. The managing agent must be notified by the Lessee, the move scheduled, and a damage deposit of \$500.00 provided which will be returned if no damage is caused. The moving in or out of an apartment is limited between the hours of 9:00 A.M. and 5:00 P.M. on weekdays. In the event that damage in excess of \$500.00 is caused, the entire cost to repair damage to any part of the building resulting from the move shall be the responsibility of the Lessee. The move is limited to the use of the side entrances. Any move taking place outside of the allowed hours will result in the forfeiture of the deposit. All checks or money orders are cashed and reissued by management if there is no breach of these conditions.
29. Window guards are required for units with children under eleven years of age; they are available upon request from the Lessee. You may also request window guards if you do not have children under eleven.
30. The Lessee must provide a working smoke and carbon dioxide in their apartments.
31. All fire escapes must be kept clear at all times, in order to maintain clear emergency access. Any fines given to the corporation by any government agency will be the resident's responsibility to pay.
32. Outdoor barbecuing is not permitted.
33. 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 inspect for damages to adjoining apartments or to control or exterminate any vermin, insects or other



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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 carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.

34. When selling an apartment, no apartment numbers may appear in advertising and no signs are to be posted anywhere around the building. Two (2) agents must be present during an open house. The first agent will meet prospective purchasers at a location outside the building. That agent will escort the prospects through the building, to the apartment and out of the building. The second agent will be in the apartment with the purchasers. No prospective purchaser will be permitted to wander through the building unless escorted by a real estate sales person. The Management and/or Board of Directors may ban any sales person who breaks these rules from holding future open houses in the building.

**These rules may be amended or modified from time to time by the Board of Directors**



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## **PET POLICY** **3636 GREYSTONE AVENUE OWNERS CORP.**

The purpose of this Pet Policy is to set forth the terms and conditions pursuant to which residents of 3636 Greystone Avenue may maintain house pets in their apartments.

It is noted that the harboring of a pet in an apartment is a privilege, not a right, which may be revoked by the Board of Directors if a resident does not responsibly maintain his or her pet(s) or if the pet(s) constitutes a nuisance and/or fails and/or refuses to act in compliance with or adherence to the Pet Policy.

The rules set within this policy must be followed by all residents of the building.

**PET POLICY:** The undersigned Shareholder(s) hereby agrees to abide by, comply with and adhere to the Pet Policy, as set forth herein and/or as enacted by the 3636 Greystone Avenue Owners Corp. ("Corporation"), and revised from time to time, concerning the conduct, behavior and actions of the pet, in conjunction with the harboring, occupancy, visitation, and/or maintenance of a pet at the property of the Corporation. All the references to the Shareholder shall include the Shareholder and/or its tenants, permitted lessees, members of his/her immediate family (i.e.), guests, visitors, invitees and licensees. All the provisions set forth herein or below shall be collectively referred to as the "Pet Policy." The Shareholder further agrees that the pet shall be specifically prohibited from violating the Pet Policy or otherwise disobeying, misbehaving or acting in an objectionable or improper manner or causing any undue disturbance, excessive noise, continuous **barking** or otherwise constituting a nuisance. Moreover, the pet shall be required to fully observe, behave and obey, as well as act in conformance with, compliance of and adherence to the Pet Policy and Rules and Regulations. In accordance with the foregoing, the Shareholder acknowledges that such conduct shall constitute a violation of the Pet Policy, as well as a material breach and substantial default under the Proprietary Lease.

**RULES AND REGULATIONS:** Additionally, the Shareholder and pet owner shall be required to obtain in each instance, the prior written consent and approval of the Corporation for the harboring of any and all pets. No pet shall be permitted or allowed to defecate, urinate, or otherwise relieve itself on the property of the Corporation, and the Shareholder must maintain and clean up after the pet, as necessary and/or required by the Corporation.



## **1. General Rules**

- a. No animals barred by Federal, New York State, or New York City law will be permitted in the building. No large (over nine inches) or dangerous snakes will be permitted. No animals normally considered a farm animal will be permitted.
- b. No animals other than service animals are permitted in the laundry room or in the back garden.
- c. All pets must be registered with the Board of Directors through Goodman Management. A registration form is included in this package. Extra forms can be obtained by calling or writing to Goodman Management. Failure to comply may result in legal action.
- d. The feeding of stray animals or birds anywhere on the building's property including the fire escapes and parking lots is strictly prohibited.
- e. Any animal normally kept in a cage or in a tank that escapes from a resident's apartment, may be banned and/or removed by the proper authorities at the discretion of the Board of Directors.
- f. **All Shareholders or Residents who become residents or the Corporation after the enactment of the Pet Policy must comply by their closing date or signing of their Lease. If compliance is not met there will be no transfer of stock or lease signing until all conditions are met.**

## **2. Rules Pertaining to Dogs**

- a. All dogs must be interviewed and approved by the board of directors.
- b. Two dogs are permitted per apartment. Where apartments have been combined they will be viewed as one apartment and the limit is still two dogs.
- c. Dogs that are bred for fighting or Pit bulls are not permitted.
- d. Dog size is limited to 40lbs. for full grown animals.
- e. All dogs must have current government vaccinations and license.
- f. Any dog that bites any person, regardless of the reason, must be permanently removed from the building within 24 hours or legal action will be taken. No exceptions.
- g. No dog(s) may be left unattended for more than 12 hours in an apartment.
- h. All dog(s) must be leashed, caged, or held when entering or exiting the building. This includes all areas of the building's property or sidewalks.
- i. There will be no tolerance of excessive barking. Excessive barking is defined as a dog that barks continuously for five (5) minutes at least twice a day. This includes when attended or unattended. Two written or email complaints within a five (5) day period





covering two different dates will result in the offending dog(s) being banned from the building. Legal action will be taken if the shareholder/resident does not comply with written notification of ban.

- j. All dog owners must keep their dog(s) odor free and avoid leaving clumps of hair in public areas of the building. Owners will be required to have their dog(s) professionally groomed if there are more than two verified written or email complaints within a ten (10) day period.
- k. During inclement weather or when the ground is muddy, dogs must be dried and feet cleaned at the side entrance floor mat before walking into the building or entering the elevator. A charge of \$100 dollars will be imposed for each verified incident to cover cleanup costs.
- l. Owner must immediately clean up after their dog(s) if they have an accident in the building or on the sidewalk. A charge of \$100 dollars will be imposed for each verified incident to cover cleanup costs.
- m. Guests with dogs are subject to the same rules. Apartment owners will be held responsible for guest's dogs.
- n. Dogs are not permitted in the lobby.
- o. Owners may pass through the backyard with their dogs to go to Waldo Avenue. Other than for this reason, dogs are not permitted in the backyard.

### **3. Rules Pertaining to Cats**

- a. No cat(s) may be left unattended for more than 48 hours in an apartment.
- b. Two cats are permitted per apartment. Where apartments have been combined they will be viewed as one apartment and the limit is still two cats.
- c. All cat(s) must be leashed, caged, or held when entering or exiting the building.
- d. Owner must immediately clean up after their cat(s) if they have an accident in the building or on the sidewalk. A charge of \$100 dollars will be imposed for each verified incident to cover cleanup costs.
- e. All litter boxes must be kept clean so no odors permeate to the hallway. If there are more than two (2) complaints in a one week period of time covering two (2) different legal actions can be taken after written notification.
- f. Cats are not permitted in the lobby.

### **3. Service Animals**

- a. Service animals that assist, support or provide to persons with disabilities are permitted as required pursuant to any applicable law. The resident is responsible for producing appropriate documentation evidencing the necessity for such an animal.





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- b. The owner must provide proof that the animal has been specifically trained and certified to be a service animal.
- c. The animal must have all appropriate and current vaccinations.
- d. New shareholders/residents must submit all documentation at apartment closing. The transfer of stock will not take place until such proof is provided.
- e. Service animals must comply with policy.

**APPLICABILITY - REGISTRATION:** The Pet Policy shall be applicable to all Shareholders, pet owners, members of their immediate family, their subtenants, guests, invitees and licensees, who shall be required to register the pet with the Corporation, as set forth in the Pet Registration Form.

**RESPONSIBILITY - REGISTRATION:** The Shareholder shall be jointly and severally responsible and liable for any and all damages, costs and expenses, including reasonable legal fees, incurred by the Corporation, or as a result of any personal injuries to others or property damage caused to the Corporation and others, due to the conduct, behavior and/or actions of the pet.

**INDEMNIFICATION:** The Shareholder shall save, hold harmless, indemnify and defend the Corporation for any and all claims as set forth hereinabove or arising from, in connection with, or relative to the harboring, occupancy, visitation, conduct, behavior, actions and/or maintenance of a pet.

The failure and/or refusal to comply with the terms and provisions of this Pet Policy and/or remit any other charges due to the Corporation, as set forth hereinabove, by the Shareholder, shall constitute a material breach and a substantial default of the obligations of the Shareholder pursuant to the Proprietary Lease and may result in the suspension, curtailment, termination, revocation and/or forfeiture of the privilege or license to harbor a pet. Moreover, the Corporation reserves the right to revoke, ban, enjoin and permanently prohibit the harboring of any pet, based upon a violation, default or breach of the Pet Policy, as determined by the Corporation, in its sole discretion.



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**BINDING AGREEMENT :** The Shareholder acknowledges and agrees, for good and valuable consideration, receipt and consideration which is hereby acknowledged, based upon the Corporation granting permission for the harboring of the pet, that the Pet Policy is fair and reasonable, and is a valid, and enforceable obligation of the Shareholder.

I understand and agree to the above terms in order for my pet to reside in the building.

\_\_\_\_\_  
Name & apartment #

\_\_\_\_\_  
Date



# Garthchester Realty

www.GarthchesterRealty.com

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98-20 Metropolitan Ave., Suite 1  
Forest Hills, New York 11375  
(718) 544-0800

## 3636 GREYSTONE OWNERS, INC. PET REGISTRATION APPLICATION

All applications must include:

- photograph of proposed pet, and
- vaccination schedule provided by veterinarian.

APT: \_\_\_\_\_ DATE: \_\_\_\_\_

Resident Name	
Shareholder Name	
Primary Contact Number, Resident	
Primary Contact Number, Shareholder	
Alternate Contact Number, Shareholder	
Pet Name	
Breed	
Pet Weight	
Pet Color	
Remarks, if any	

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_



**TO:** All Shareholders, 3636 Greystone Owners, Inc.  
3636 Greystone Avenue  
**DATE:** February 17, 2011  
**RE:** Extermination Procedure, Move-In/Out

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We are pleased to report that our building is **bedbug-free** at this time. To prevent bedbugs from traveling into the building during changes in occupancy, we have implemented the following procedure, effective immediately. This policy is now included in the Resale and Sublet applications.

#### RESALES

- After moving out but prior to closing, the seller will schedule at the seller's expense a bedbug inspection of the apartment by the building's exterminator. A copy of the inspection report must be provided to the Managing Agent prior to closing.
- Within ten days of moving into the apartment, the buyer will schedule at the buyer's expense a bedbug inspection of the apartment by the building's exterminator. A copy of the inspection report must be provided to the Managing Agent.
- Inspection fees not paid in full prior to the closing will be collected at the close. Extermination costs not paid in full prior to the closing, will also be collected at the time of closing.

#### SUBLETS

- After moving out but prior to the sub-lessee moving in, the shareholder will schedule at the shareholder's expense a bedbug inspection of the apartment by the building's exterminator. A copy of the inspection report must be provided to the Managing Agent prior to the sub-lessee moving into the apartment.
- Within ten days of moving into the apartment, the sub-lessee will schedule at the sub-lessee's expense a bedbug inspection of the



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apartment by the building's exterminator. A copy of the inspection report must be provided to the Managing Agent.

- All inspection costs must be paid in full as a condition of sublet. Extermination costs will be billed to the shareholder of record as they are incurred.

#### GENERAL

- If the building's exterminator confirms bedbugs in the apartment, the shareholder of record at the time the bedbugs are detected has the financial responsibility for their extermination.
- To ensure quality control no exterminator other than the building's approved exterminator will be used to inspect and treat for bedbugs for the purposes of this policy.

Thank you!

By: \_\_\_\_\_