# 555 Owners Corp.

# HOUSE RULES

AMENDED FEBRUARY 2019 BOARD OF DIRECTORS

#### 555 OWNERS CORPORATION

#### **HOUSE RULES**

The purpose of House Rules in a cooperative is to set out guidelines for the operation of our building. The House Rules are not intended, nor can they cover every conceivable aspect of shareholder activity in the building. They are to be used in conjunction with your proprietary lease. As with other apartment buildings, we live under close circumstances with our neighbors in the building; the safety and proper maintenance of each apartment affects the rest of us. Our residences are our homes and, in many cases, our most valuable financial asset. We all share in the desire to keep 555 Owners Corp safe, comfortable, and well maintained. Each shareholder, in signing the proprietary lease, has agreed to abide by the House Rules.

The Board of Directors ("Board"), the Managing Agent, and the staff of the building have the responsibility for maintaining and upholding the House Rules. A list of Board members and contact information is available from Stillman Management (the "Managing Agent").

Complaints about violations of these rules should be made to Managing Agent in writing or by email and not to any staff members. These House Rules should be considered a "living document" that may be further updated or changed by the Board from time to time as new issues arise, pursuant to paragraph 13 of the proprietary lease.

# 1.0 <u>UNIT OWNER AND TENANT RESPONSIBILITIES</u>

- 1.1 Unit owners shall not use or permit the use of their unit in any manner which would be disturbing or a nuisance to other owners, or in such a way as to be injurious to the reputation of 555 Owners Corp.
- 1.2 No unit owner/tenant shall make or permit any disturbing noises or activities in the Building, or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of the other unit owners/tenants.
- 1.3 No unit owner/tenant shall play or suffer to be played upon any musical Instrument, or operate or permit to be operated a phonograph, radio, television, loudspeaker or other sound amplification devise in such unit between 11:00 PM and the following 9:00 AM, if the same shall unreasonably disturb or annoy other occupants of the Building, and, in no event shall practice or suffer to be practiced either vocal or instrumental music between said hours.
- 1.4 Unit owners, tenants, agents, servants, employees, guests, licensees, etc., shall not at any time permit or bring into or keep in their unit any flammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of the unit.

- 1.5 It is required that all apartments shall at all times have installed smoke and carbon monoxide detectors in good working order. Shareholders shall be obligated to maintain such detectors in good working order and provide the Corporation and/or its agents or employees access to their apartments on an annual basis to inspect and certify that such detectors are installed and functional. (Shareholders are encouraged to also install a natural gas detector)
- 1.6 No satellite dish, radio or television aerial shall be attached to or hung from the fire escapes, balconies or exterior of the Building. No cable wires are to be extended outside the window of any apartment.

# 2.0 <u>COMPLAINTS</u>

2.1 Complaints regarding the services or conditions of 555 Owners Corp should be sent to the Managing Agent or Board of Directors in writing or email:

<u>srobinson@stillmanmanagement.com</u> or <u>555ownersboard@gmail.com</u> Any after hours complaints or concerns please call 914-813-1900

# 3.0 <u>COMMON AREAS</u>

- 3.1 The sidewalks, entrances, passages, public halls, elevators, vestibules, lobby corridors and stairwells, or of adjoining the building shall not be obstructed, littered, defaced or misused in any manner, or used for any purpose other than ingress to and egress from the units.
- 3.2 Smoking is strictly prohibited in any interior common areas of the Building, as well as within 50 feet of the Building.

# 4.0 DWELLING AREAS:

4.1 All apartments with children aged ten (10) years or younger must have window guards. Residents must allow the Superintendent access in the apartment for inspection and installation. The shareholders shall be responsible for the cost of installing window guards.

### 5.0 RENOVATIONS, REPAIRS OR CONSTRUCTION:

- 5.1 No one shall make any changes to the electrical, heating or plumbing systems nor make any non-cosmetic changes to an apartment or the Building without submitting such written plans to the Managing Agent and Board for approval.
- 5.2 No such work can begin without written approval from the Board. Any remodeling, alteration, installation or construction work involving noise can only be performed between the hours of 9:00 A.M. and 5:00 P.M. Monday through Friday (not including legal holidays (which are defined as days when the mail is not delivered) and between the

hours of 9:00 a.m. and 3:00 p.m. on Saturday. In addition, the Superintendent and the board must be advised prior to the performance of any such work in the Building by any contractors.

5.3 All contractors must have proper insurance and a copy of same must be furnished to the Board or Managing Agent prior to commencement of work and as part of the approval process. All contractors must conform to the rules and regulations of the local building codes. All work must be made available for inspection by representatives of the Board and the appropriate local building department authorities.

# 6.0 COMPACTORS, GARBAGE AND WASTE DISPOSAL

- 6.1 No garbage or waste or litter shall be left in the compactor rooms. If an item cannot be deposited in the compactor, it must be taken to the basement and placed in the appropriate container for disposal. Recyclables should be rinsed clean prior to placing in the appropriate container.
- 6.2 The building superintendent must be contacted to arrange removal of any large items or unusual amounts of waste, including furniture and carpets that cannot be deposited in the compactor or carried by the unit owner/tenant to the basement. Shareholders must contact the superintendent to ensure proper disposal of mattress. All bulk items (including but not limited to refrigerators, stoves couches, TVs, etc.) are not to be placed in or against any part of the Building. Shareholders and their subtenants are solely responsible for the disposal of their bulk items. Any shareholder who violates this rule will be assessed for any disposal charge or expense incurred by the Corporation.

# 7.0 FLOOR COVERING

- 7.1 Unless expressly authorized, in writing, by the Board of Directors in each special case; 85% of the floor area of each unit (except kitchens, bathrooms, and closets and 1<sup>st</sup> floor units) must be covered with rugs, carpeting or equally effective noise-reducing material (all with adequate padding).
- 7.2 New shareholders will be required to leave a \$600 deposit prior to move-in to ensure floors are properly covered. This deposit will be returned upon the superintendent certifying that flooring is adequate.

# 8.0 INSURANCE

8.1 No unit owner/tenant shall permit anything to be done or kept in their unit or in the common areas which will result in the cancellation of insurance on the building or which would be in violation of the law. No waste of any kind shall be permitted in the common areas.

8.2 All shareholders must provide annually to the Managing Agent, proof of a valid homeowner's insurance policy.

# 9.0 INSPECTION OF UNITS

- 9.1 Any agents of the Board of Directors, or the Managing Agent, or any employee of the Corporation and any contractor authorized by the Board of Directors or the managing agent, including the building superintendent, may enter any room or unit at any reasonable hour of the day, on at least one day's prior notice to the unit owner/tenant, for the purpose of inspecting such unit for any violations of the Corporation By-Laws and House Rules and regulations and also for the purpose of inspecting such unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to correct, control or exterminate any such vermin, insects or other pests. Such entry, inspection or extermination shall be done in a reasonable manner so as not to interfere unreasonably with the use of such unit for its permitted purposes. If the Board takes measures to control or exterminate carpet beetles or bed bugs, the cost thereof shall be payable by the shareholder, as additional maintenance.
- 9.2 In the event of any emergency, such as to repair or abate any water leak, gas leak, fire or other condition which threatens life or human safety, or which may result in damage to the common areas or to any other unit, the Board of Directors, the Managing Agent or building superintendent may enter a unit without prior written notice to the unit owner/tenant.
- 9.3 All residents are required to submit a set of apartment keys to the superintendent for purposes listed in paragraph 9.2.

### 10.0 LAUNDRY ROOM

- 10.1 Because these facilities are available, no washers/dryers shall be permitted to be installed or used in any unit or other areas of the building.
- 10.2 Owners/tenants only shall use these facilities according to the operating instructions on the units and shall use them only for the purpose designed and in such a manner as not to abuse them by overloading or damaging them in any way. Users are asked to: (a) remove lint and other loose materials from washers and dryers after each use; (b) clean up any spills of detergent or other leakage before leaving the laundry room; (c) remove clothes promptly from washers and dryers when cycles are finished.
- 10.3 Clothing and other articles left in the washers/dryers or in the laundry room unattended are at the owner/tenants own risk and the management assumes no responsibility for lost, stolen or damaged items.
- 10.4 The Board of Directors shall have the right to establish the hours when the laundry room may be closed such as during late evening hours for reasons of safety and security; for

cleaning; and, from time to time, to revamp, relocate or repaint the space allocate for laundry purposes to close these facilities during such times, upon notice being posted.

# 11.0 MOVING & DELIVERIES:

- 11.1 All unit owners/tenants moving in or out of their units shall use the side entrance of the building. This also includes occupants of all first-floor units. All deliveries shall be brought in through the side entrance.
- 11.2 Any illegal move in or move out will be given a \$500.00 administrative fee.
- 11.3 Deliveries and any moving in or out of the building can only be scheduled Monday through Friday between the hours of 9:00 AM and 5:00 PM or a \$500 administrative fee will be imposed.
- 11.4 Unit owners/tenants shall be held liable for all damage to doors, public hallways, elevators and any of the common areas of the building and the cost of any necessary repairs shall be deducted from the deposited monies with the unused balance, if any returned. If no damage is incurred, the full deposited monies will be returned without delay to a unit owner. If no damage is incurred by a tenant, the full deposited monies will be returned when moving out of the building. All monies will be held in an escrow account.

# 12.0 PARKING AREA

- All residents of the Building must register their vehicles with the Managing Agent and 555 Owners Board. Any changes in automobile registration or license plates must be reported to 555ownersboard@gmail.com. All vehicles parked in the parking lot should have a current registration with a license plate. The parking lot is not a storage facility.
- Residents may only park in assigned spaces. Any automobile found parked in a space not assigned to it may be immediately towed away at the owner's risk and expense.
- 12.3 No vehicle belonging to any resident shall be parked in such a manner as to impede or prevent the ready access to the entrance to the Building or another's parking space.
- 12.4 No repairs, or extra ordinary maintenance of any kind shall be performed in the parking areas, except of an emergency nature (i.e., flat tire).

### 13.0 PETS

13.1 No dogs shall be kept or harbored in the Building. No exotic pets, birds, or animals shall be kept or harbored in the Building except in accordance with this rule.

- 13.2 A resident may keep a pet as follows: In each unit, the resident may have
  - 1. No more than two (2) house cats or smaller mammals which must be indoor animals: or
  - 2. No more than two (2) caged birds of a type ordinarily kept as a house pet; or
  - 3. One aquarium not to exceed 50 gallons with fresh or salt water fish.
- 13.3 Notwithstanding the foregoing, no resident may keep a pet which constitutes a Nuisance. Examples (without limitation) of nuisance are: pets that create noise that can be heard outside the unit; pets that create odors; pets that defecate or urinate in the common areas or on the grounds; pets that might pose a danger to other residents; aggressive or threatening pets; pets which elude the resident's control and exit the resident's unit more than once; and pets that do damage to the Building.
- 13.4 Commercial breeding of any animal, bird or fish is prohibited. No pigeons or other Birds or animals shall be fed from window sills, terraces, or in the yards or other Public spaces in or around the Building or on the sidewalk or street adjacent to the Building.
- 13.5 In no event shall any animal, including an assistance or service animal, be Permitted in the common areas unless carried or on a leash. Birds must be Caged at all times in any common area.
- 13.6 These rules apply to all animals, birds, or fish at the Building, including those which Belong to guests of residents and those brought to the Building for short periods. Accordingly, no one may bring a dog to the Building, and any animal brought to the Building must be kept or handled in accordance with these rules. If a resident Already has two permitted pets, the resident's visitor may not include an additional Pet.
- 14.0 Any violation of these rules and regulations is a breach of the Proprietary Lease which May subject the unit owner to termination of the Proprietary Lease and, ultimately to Eviction.

Any consent or approval given under these House Rulings by the Board shall be revocable at any time by the Board.

# SCHEDULE OF ADMINISTRATIVE FEES

<u>PARAGRAPH</u>	<u>FEES</u>
1.1 1.2 1.3 1.4 1.5	\$150.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00
3.1	\$100.00
3.2	\$100.00
4.1	\$150.00
5.1	\$150.00
5.2	\$150.00
5.3	\$150.00
6.1	\$250.00
6.2	\$250.00
7.1	\$250.00
8.1	Eviction
8.2	\$200.00
9.1	\$125.00
9.2	\$125.00
9.3	\$125.00
10.1	\$125.00
10.2	\$ 50.00
11.2	\$550.00
11.3	\$500.00
11.4	\$TBD
12.2	\$100.00
12.3	\$100.00
12.4	\$100.00
13.1	\$150.00
13.2	\$100.00
13.3	\$100.00

# SCHEDULE OF ADMINISTRATIVE FEES

<u>PARAGRAPH</u>	<u>FEES</u>
13.4	\$100.00
13.5	\$100.00
13.6	\$100.00