

# **BELAIR EQUITIES**

## **HOUSE RULES**

### **Public Lobby, Hallways, Basement, Roof, Sidewalks**

- 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.  
Fire escapes shall not be obstructed in any way.
- 2) Children shall not play in the public halls, stairways, fire escapes, roof, elevators, or in front of the building. There shall be no ball playing in front of building or in common areas of the property.
- 3) 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 apartment such hall serves as means of ingress and egress. In the event of disagreement among such Lessees, the Board of Directors shall decide.
- 4) No article shall be placed in the public halls or on the staircase landings or fire escapes, nor shall anything be hung or shaken from the doors, windows, roofs, public halls, stairways, fire escapes, or placed upon the windowsills of the building.
- 5) No Lessee shall install any plantings on the building's windowsills or fire escapes
- 6) No radio television antennas or satellite dishes shall be attached to or hung from the exterior of the building.
- 7) No awnings, window air conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor nor shall anything be projected out of any window or the building without similar approval. Before installing air-conditioning units, residents must check with the managing agent regarding the appropriate installation location and obtain clearance from the managing agent with regard to its placement.
- 8) No sign, notice, advertisement or illumination shall be inscribed or exposed on or in any window or other part of the building, except such as shall have been approved in writing by Lessor.
- 9) Umbrellas, shopping carts, shoes, baby carriages, bicycles, scooters or similar items shall not be allowed to stand in the public halls, passageways, areas or courts of the building.

- 10) Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.
- 11) Packages of every kind are to be delivered only at the side entrances of the building.
- 12) Trunks, heavy baggage and furniture shall be taken in or out of the building through the service entrance at the sides of the building.
- 13) At no time may any entrance/exit door be left open (propped).
- 14) Access to the roof is prohibited.
- 15) No commercial business shall be conducted in any area of the building.

### **NOISE**

- 1) 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.
- 2) No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated an audio system in such Lessee's apartment between the hours of ten o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the building.
- 3) No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including holidays) and between the hours of 8 a.m. and 5 p.m.
- 4) Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with noise-reducing material (carpet and padding or other material of equal consistency), to the extent of at least 80% of the floor area of each room except only kitchens, bathrooms.

### **HOUSEKEEPING**

- 1) Garbage and refuse from the apartments shall be disposed of only at such times and in such a manner as the superintendent or the managing agent of the building may direct.
- 2) Residents must follow all recycling rules, as posted or in any subsequent memorandum. Items of clothing or broken glass should not be placed down the compactor chute. These items must be separately bagged and placed in the basement. Bags containing broken glass must be labeled. For disposal of unusual trash, i.e. large cardboard boxes and/or appliances, you must see the Superintendent. Do not leave in the common areas. Removal of packing materials from furniture or appliances is the responsibility of the resident. At no time should any packing material be left in the hallway, basement or compactor rooms.

- 3) The following rules shall be observed with respect to compactor equipment:
- a. All wet debris 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 chute in a careful manner and in a drip-proof container; then placed into the chute so it will drop into the chute for disposal.
  - c. No bottles or cans shall be dropped down the chute but shall be brought to the basement recycling area and disposed of in the proper receptacle.
  - d. Cartons, boxes, crates, sticks of wood and other solid matter shall not be stuffed into the chute opening. **All items should be brought down to the basement compactor room and brought to the attention of the building superintendent or disposed of in the proper receptacle.**
  - e. Vacuum cleaner bags must never be emptied into the chute, but should be wrapped in a securely tied bag or package and then be placed through the chute for proper disposal.
  - f. The superintendent shall be notified of any drippings or moist refuse.
  - g. Cat litter or other animal excrement shall only be disposed of in a tightly sealed double bag.
- 4) Belair Equities is a non-smoking building. No smoking in any common area is permitted at any time i.e. hallways, basement, elevators, laundry room, community room, stairwells, lobby or any other area designated as common space.
- 5) 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 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 such purpose and to charge the cost of such cleaning to the Lessee.
- 6) No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.

### **PETS**

- 1) In no event shall animals be permitted in the building, on elevators or in any of the public portions of the building. No pigeons or other birds or animals shall be fed from the windowsills, or in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building.
- 2) Dogs are not permitted in the building or on the premises.

## **DAMAGES**

- 1) Water closets (bathrooms) and any other water apparatus (kitchen sink/tub drains) in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets/apparatus. The cost of repairing any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.
- 2) The repair cost of any destruction, defacing or marring of property will be charged to the responsible party. In addition, a fine may be levied against the responsible party resident.

## **FINES (as amended December 18, 2007)**

- 1) The Board of Directors may impose a fine upon shareholders who are not in compliance with any house rule, or who refuse to comply with building and safety codes. Said shareholder will be responsible to pay the fine which will be added to the monthly maintenance bill. All fines shall be determined on an individual basis by the Board of Directors.

## **PARKING**

- 1) The Lessee will abide by all agreements made by the Lessor with regard to the garage and the driveways thereto.
- 2) No vehicle belonging to a Lessee or to a member of the family or guest, subtenant 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 other parking space by another vehicle.
- 3) Renters of indoor parking spots may not store anything in the garage. Residents of indoor parking spots must park within the striped lines and not block any other resident's ingress or egress. No unregistered, unlicensed or uninsured vehicle may be parked in any indoor garage spot. No boats may be stored in a parking spot. Motorcycles must have a small board placed under the kickstand so that the concrete will not be damaged. All vehicles parked in a garage spot must be road ready, i.e. no flat or missing tires, no missing auto body parts.
- 4) At no time shall a renter wash their vehicle on the premises of the building or in the garage.
- 5) At no time shall a renter make mechanical repairs including oil changes to their vehicle on the premises of the building or in the garage.
- 6) In the event a garage renter is indebted to the Cooperative Corporation for maintenance or other charges, the Cooperative Corporation has the right to revoke the parking privilege.

## **LAUNDRY**

- 1) The Lessee shall use the available laundry facilities only.
- 2) Washers and/or dryers are not permitted in individual apartments.

## **STORAGE**

- 1) The Lessor and/or Board of Directors shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- 2) No flammable or noxious items may be stored in the storage area. All items are to be boxed and kept in an orderly manner. No resident may sublet their space to another resident.

## **BICYCLE**

- 1) All bicycles shall be properly tagged and placed in an available space. Bicycle spaces are available on a first come, first serve basis.

## **EXHIBITION/OPEN HOUSE**

No group tour, open house or exhibition of any apartment or its contents shall be conducted nor shall any auction sale be held in any apartment without prior notice and the consent of the Board of Directors. Request for approval must be made through the Managing Agent at least five (5) business days prior to the tour, open house or exhibition. If an open house is approved by the Board of Directors, all prospective buyers will be individually escorted to and from apartment and any other part/area of the building by a representative of the real estate agency or owner.

## **GENERAL RULES**

- 1) Complaints regarding the service of the building shall be made in writing to the managing agent of the Lessor.
- 2) Any consent or approval given under these House Rules by the Lessor shall be revocable at the time these House Rules may be amended or repealed.
- 3) The agents of the Lessor, and any contractor or work-person 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 pest, 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 an addition to rent.
- 4) Sales of any kind (stoop/sidewalk) are prohibited, unless prior approval by the board of directors has been granted. No soliciting is allowed in the building without the prior written permission of the board of Directors.

- 5) All residents must complete an annual emergency contact form, which will be filed with the managing agent.
- 6) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.
- 7) Repeated violations of the House rules may result in action to terminate the shareholders proprietary lease. Should legal action become necessary, the shareholder will be billed for all costs and expenses incurred.

#### **LOCAL AND STATE LAWS (as amended March 4, 2005)**

- 1) Shareholders and tenants are responsible to be in compliance with local and state laws concerning building codes and safety issues. In order to ensure that shareholders and tenants are in compliance with local and state laws concerning building codes and safety issues, the board may from time to time instruct shareholder and tenants accordingly.

#### **MOVE IN & MOVE OUT, DELIVERIES**

Any move-in or move-out (by renter, sublet or shareholder) must be reported to the Managing Agent in writing, no less than 5 business days prior to move. This will allow for the availability of supervision, access to an elevator, as well as proper ingress to the building.

- 1) A **\$500 refundable** security deposit (money order or bank check) is required, payable to Belair Equities., 10 business days prior to moving into or out of the building.

**Moving Schedule:** Monday through Friday between the hours of 8:00 am and 5:00 pm **ONLY**. It is the responsibility of the affected party to remove from the premises any wrappings, packaging, cartons, etc. resulting from the move. Moving dates must be coordinated and approved by Management, permitting **ONLY** one (1) move per day, per the availability of the Superintendent. The building Superintendent supervises all moves and has the authority to stop anyone moving into or out of the building if he determines the move is creating a nuisance to the residents or if he witnesses damages incurred to any of the buildings common areas. An inspection, by Management, of the common areas will be conducted prior to and after the move before refunding the security deposit.

- 2) A security deposit of **\$250.00** is required for all deliveries/removal of individual bulk size items, for example a sofa, refrigerator, desk, bedroom set, etc. Deliveries or removal of specific items require **ten (10) business days** advance notice in writing approved by Management. **There will be no exceptions.** In addition, **the \$250.00 deposit will not be refunded** unless all applicable public spaces have been inspected by the building Superintendent or Management and remain in acceptable condition, without damage. Public spaces include but are not limited to the elevator, walls in the hallways, stairwells, garage and storage areas. The garage and storage areas, upon move-out, must be emptied of all personal effects. Any personal items remaining, will be removed and discarded and fees will be deducted from the security deposit.
- 3) Moving in or moving out of furniture, appliances, large boxes or goods may only occur Monday through Friday (except holidays) during the hours of 8 a.m. and 5 p.m. At no time may any resident and/guest move in or out of the building after 5 p.m. or on weekends. The Managing agent or other authorized agent must be advised at least 10 business days in advance of any scheduled move. In the event a person/persons attempt move in or out on the weekend or after 5 p.m., the superintendent is authorized to halt the move by any means.

### **ALTERATIONS**

- 1) Residents must comply with the following rules, regulations and payments contained in the alteration agreement (attachment #1), and obtain written approval from the Board of Directors prior to the commencement of any alteration.
- 2) The resident must pre-arrange with the Superintendent any appointment with any type of contractor/service company that will require the bringing of any equipment into the building to perform services. The exception to this is a hand-held toolbox.
- 3) 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 8:00 am and 5:00 pm.

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### **SUBLEASES**

- 1) Sublets will be only considered for those residents who have personally occupied their residences for a minimum of two (2) consecutive years.
- 2) Before any sublease is permitted, the Board of Directors must interview all subtenants. Additionally, all residents seeking to sublet their apartment must disclose any information that the Board requests in order to review the subleases. Such information shall be based on the criteria for approving sales and subleases, which is determined from time to time by the Board.

- 3) Subleasing will be allowed for a period of two (2) years subject to the following conditions:
- a. A sublease agreement can only be written for a maximum of one (1) year with a one (1) year renewal upon review and approval of the Board of Directors. A fully executed copy of the sublease shall be provided to management at the time of commencement or renewal. In the event such copy is not received within 10-days from such commencement date or renewal date, a \$ 150.00 fee shall be payable.
  - b. Consecutive sublets of less than one (1) year will be aggregated with regard to the Board's right to withhold consent. Accordingly, a sublet for two (2) consecutive terms to the sublessee, which terms aggregate more than one (1) year, will not be deemed a sublet "... for less than 12 months" as set forth in the Proprietary Lease. Therefore, the second term shall require the consent of the Board of Directors and "there shall be no limitation on the right of the Directors or Lessees to grant or withhold consent, for any reason to a subletting provided such refusal is not based upon race, color, creed or other ground proscribed by law".
  - d) In the event a resident sublets his/her apartment, the annual fee will be determined by the Board of Directors and may be changed at any time.
  - e) The sublet policy may be revoked at anytime in which case any approved sublease shall terminate on its next anniversary date, if not sooner under its terms. Any sublease shall be for a period no longer than (2) years and the Board reserves the right to review the sub-tenancy within the first year or term of the sublease and to revoke its consent as to the second year or term of the sublease provided such revocation is not based on race, color, creed or other grounds proscribed by law and further provided such revocation made less than thirty (30) days prior to the expiration of the lease term.
  - f) Effective January 1, 2008, the sublet fee that will be charged to each shareholder subleasing their apartment will be \$150.00 per month. This fee is subject to change at the Board's discretion.