

# House Rules

Hudson View  
Owners  
Corporation

632-650-678 Warburton Avenue  
Yonkers, New York

Please note that this version of the house rules supersedes any and all previously distributed documents.

April 2025

Welcome to Hudson View! House Rules in a cooperative community provide guidelines for the operation of our buildings. The House Rules are not intended and cannot cover every aspect of shareholder activity in the building. **They are to be used in conjunction with your proprietary lease.** As in all apartment buildings, we live in close proximity with our neighbors and the safety and proper maintenance of each apartment affects everyone. Our residences are our homes and, in many cases, our most valuable financial asset. We all share in the desire to keep Hudson View 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.

### **UNIT OWNER AND TENANT RESPONSIBILITIES**

- 1) Unit owners shall not use or permit the use of their unit in any manner that would be disturbing or a nuisance to other owners, or in such a way as to be injurious to the reputation of Hudson View.
- 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.
- 3) No lessee shall play or be subjected to noise from any musical instrument, television, radio, stereo, video games, microphones, loudspeakers or any other noise-causing item in such lessee’s apartment between the hours of 11:00 PM and 8:00 AM the following morning, if the same shall disturb or annoy other occupants of the building. Noise should not be heard in the hallways emanating from the apartment or heard from the exterior of the building through the apartment windows at any time.
- 4) 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, upon request, to inspect and certify that such detectors are installed and functional.

5) All e-bikes, electric scooters, hover boards or other similar transportation or mobility devices using lithium-ion batteries are prohibited and cannot be kept, used, stored, repaired, possessed and/or charged in the Cooperative's building(s), with the sole exception of wheelchair or mobility devices that are used by persons who are handicapped or disabled. In the event there is any damage as a result of the storage, use, repair or maintenance of a banned lithium-ion battery device, the shareholder in whose apartment the device is used, stored, charged, kept or placed will be fully responsible for all damages.

### **COMMON AREAS**

6) The public halls and stairways of the building shall not be obstructed or used for any purpose other than to enter or exit from apartments in the building. Fire escapes shall not be obstructed in any way.

7) Children shall not play in the public halls, courts, stairways, stoops, fire escapes or elevators and shall not be permitted on the roof. Playing includes, but is not limited to, running, jumping, screaming, and use of skateboards, scooters or skates.

8) No public hall above the ground floor of the building shall be decorated or furnished by any lessee in any manner without prior consent of all the lessees to whose apartments such hall serves as a means of entry or exit. In the event of disagreement, the Board of Directors shall decide.

9) No articles shall be placed in the halls or on the staircase landing or fire escapes, nor shall anything be hung from the doors, windows, terraces or balconies or placed upon windowsills of the buildings.

10) No motorized scooters or similar motorized vehicles shall be allowed in a passenger elevator. Baby carriages or any of the above-mentioned motorized vehicles should not be placed or stored in the public halls, passageways, parking areas, or the sitting areas of the building.

11) No lessee shall prop open any exterior lobby, garage, interior fire door or interfere with any bells, alarms or any other security items. Entry and exit doors, in public areas, should not be propped open and left unattended. Leaving such doors open and unattended creates a safety concern for all lessees.

12) 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 managing agent.

13) The elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the lessor, and there shall be no interference with the same by the lessee or members of their families, guests or employees.

14) Any lessee or family member of said lessee found causing damage to any door, wall, floor or fixture in any indoor or outdoor common areas of the building will be subject to payment of replacement, painting; parts, etc., plus any fees incurred in collection of said payment.

### **DWELLING AREAS**

15) No awnings, window air conditioning units or ventilators shall be used in or around the building unless expressly approved by the lessor or managing agent, nor shall anything be projected out of any window of the building without similar approval. Per New York State law, all window air conditioners that extend beyond six inches (6") past the windowsill are required to be secured with brackets.

16) No signs, notices, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the building, unless approved in writing by the lessor or the managing agent.

17) Toilets, sinks and bathtubs and any other water apparatus in the building shall not be used for any other purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags, diapers, baby wipes, or any other similar items be flushed down the toilets or sink drains. The lessee in whose apartment it was caused shall pay the cost of repairing any damages, caused by such negligence.

## **RENOVATIONS, REPAIRS, OR CONSTRUCTION**

18) 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 8:30 am and 5:00 pm. Proper paperwork and documentation must be provided to the management company before the start of any construction or repair work that may cause noise. A \$1,000 construction fee is collected and \$500 will be refunded upon compliance of all guidelines.

19) No such work can begin without written approval from the Managing Agent. In addition, the Superintendent must be advised prior to the performance of any such work in the building by any contractors. All contractors must have proper insurance and a copy of it must be furnished to the Managing Agent prior to commencement of work

## **USE OF EMPLOYEES**

20) No lessee shall send any employees of the lessor out of the building on any private or personal business of a lessee.

## **FLOOR COVERING**

21) The following rules will be observed with respect to proper floor coverings for noise reduction:

- a) Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs, runners or carpeting or equally effective noise-reducing materials with thick padding, to the extent of 80% of the floor areas of each room and hallways, except the kitchen, bathrooms, closets and foyer. The padding shall be at least 40 ounce/yd all fiber or its equivalent. The minimum thickness of carpet/rug pad combined is at least  $\frac{1}{4}$  of an inch.
- b) Shareholders in first and/or second floor apartments where concrete subfloors are present, are exempt from the floor covering requirement, except that shareholders are responsible for making certain they are not generating noise that impedes their

- neighbors' right to the quiet enjoyment of their unit. Disruptive noise must not be discernible or echo through the ceiling/floor of any downstairs/upstairs neighbor or adjacent wall of any unit to the right or left of any apartment or out into the hallways.
- c) In the case of persistent claims of noise, Shareholders charged with non-compliance of the 80 percent rule may be subject to inspection and/or administrative fees. The Board can request inspections for compliance to this rule at any time and for any reason and the Managing Agent and/or Designee can carry out the inspection. Refusing the request for inspection will result in up to a \$200 administrative fee. Failure to correct the problem is a violation of the House Rules and proprietary lease and will be subject to an administrative charge or legal action.

### **LAUNDRY ROOM**

- 22) The lessee shall use the available laundry facilities only upon such days and during the hours designated by the lessor or managing agent.
- 23) Laundry room hours in the 650 and 678 buildings are 8:00 AM until close at 12:00 midnight. Last wash is at 10:00 PM. Only the 632 building has 24-hour service.
- 24) The lessor shall have the right, from time to time, to curtail or relocate any space devoted to storage or laundry purpose.

### **MOVING & DELIVERIES**

- 25) Moving is restricted to weekdays (Monday through Friday) between the hours of 9:00 AM and 5:00 PM (not including legal holidays). There are NO exceptions. All moves are coordinated by the Superintendent's Office by appointment only. Please note that moves must be completed by 4:30 PM, there is a 30-minute grace period to allow the staff to inspect prior to the end of the workday. A \$500 move-in deposit is collected at all closings and \$250 will be refunded returned upon inspection for any damage. A \$500 move-out deposit is collected at all closings and \$250 will be refunded upon inspection for any damage.

26) Delivery people, messengers and trades people shall use means of entry and exit designated by the lessor.

### **COMPACTORS, GARBAGE AND WASTE DISPOSAL**

27) Garbage and recycling items shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the building directs. No garbage or recycling items should be placed or left in hallways, stairwells or other public areas.

28) The following rules will be observed with respect to disposal of trash and recycling items:

- a) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the trash chute.
- b) Garbage should be completely drip-free before it leaves the apartment and carried to the trash chute or trash/recycling room in a careful manner and in a drip proof container, then placed into the trash chute or into the trash disposal containers in the trash/recycling room.
- c) No bottles or cans shall be dropped down the chute before 10:00 AM or after 5:00 PM, but shall be left in a neat manner in the trash/recycling area, if such items must be disposed of before 10:00 AM or after 5:00 PM.
- d) Cartons, boxes, crates, sticks of wood, or other large, solid items shall not be stuffed into the chute opening. They should be left in a neat manner inside the trash/recycling room on the first floor in the 632, 650 and 678 buildings. No furniture or large electronics shall be left in the trash/recycling room without prior consent from the lessor. Such items require a disposal fee, based on the size and quantity of items. The lessee should contact the superintendent to arrange for proper disposal.
- e) Under no circumstances should carpet sweepings containing naphthalene (or any other flammable chemical), floor scrapings, plastic wrappings or covers, oil-soaked rags, empty paint or aerosol cans or any

- other flammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown into the trash chute. Items of this nature should be placed in the trash/recycling room and be clearly packaged and marked for proper handling by staff for proper disposal.
- f) Vacuum cleaner bags must never be emptied into the chute. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed into the trash chute.
  - g) The superintendent shall be notified of any spillage of trash in hallways, elevators or stairwells.
  - h) Lessees will use the recycling posters in the trash/recycling room to properly dispose and categorize recycling items. Items you think are recyclable may not be and should then be placed in the trash containers.

### **ANIMALS, BIRDS, OR OTHER PETS**

29) No dog, cat, birds, reptiles, or other animals shall be permitted, kept or harbored in the building, except where expressly authorized by the Board of Directors. No service or emotional support animal may be harbored in the building without the prior written consent of the Board which shall be granted upon proper request for a reasonable accommodation with proper supporting documentation. All approved service and support animals must be under control and carried or on a leash at ALL times in the common areas of the building or property. Separate service dog guidelines and rules should be followed at all times. Annual vaccination records must be submitted upon request by the management company.

30) No pigeons or other birds, dogs, cats, or other animals shall be fed from the windowsills, balconies, sitting area, or other public or common areas of the building, or on the sidewalks or street adjacent to the buildings.



## **PARKING AREA**

31) 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 a manner as to impede or prevent ready access to any entrance of the building by another vehicle, or in any parking space other than that being rented from the Cooperative by the lessee. Every shareholder unit will be limited to the convenience of **one** parking space on the property for a vehicle registered to that owner.

32) Lessees parking in the garage of the building will abide by all arrangements made by the lessor with regard to the garage and its areas. No personal items, tires, gasoline containers or other items shall be stored in the parking area of the lessees indoor parking area.

## **BALCONIES AND WINDOWS**

33) The lessee shall keep the windows of the apartment clean. In case of refusal or neglect by the lessee, 10 days after notice in writing from lessor or the managing agent to clean windows, then such cleaning may be done by the lessor, which will 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.

34) No lessee shall permanently install any plantings, furniture, shelving or other decorative items on the balconies or roof without the prior written approval of the lessor. Balconies shall not be used to store trash, recyclable items, tires, unwanted furniture, or other unsightly items. Items placed on balconies shall be secured so that weather conditions, such as strong winds, do not cause them to be displaced from the balcony. Displacement of non-secured items causes a serious safety issue. It shall be the responsibility of the lessee to maintain the drainage hole on their balcony clean and unclogged for proper seepage of any water that may land on the balcony.

35) No lessee shall cook, barbecue or start a fire on the property, including balconies and parking, sitting and landscaped areas. Doing so is a violation of city fire codes.

36) No lessee shall paint or decorate any exterior window, wall or balcony, or erect any structure on or from the aforementioned, without written approval from the Board of Directors.

### **INSPECTION OF UNITS**

37) 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. If the lessor takes measures to control or exterminate carpet beetles, the cost of such measures shall be payable by the lessee, as a separate and additional charge.

### **ODORS AND SMOKING**

38) No lessee shall keep any apartment in any condition, which, through improper cleaning or improper disposal of waste, causes odors to emit from said apartment or attracts vermin.

39) There is no smoking in any passenger elevators, hallways, stairwells or indoor public areas. The lessor has provided cigarette disposal containers outside designated areas, where smoking is permitted.

### **INSURANCE**

40) All residents (owner occupants and sub-tenants) must carry homeowner's/renter's general liability insurance. No apartment will be permitted to be transferred, unless a Certificate of Insurance is provided.

### **COMPLAINTS**

41) Complaints regarding the service of the building shall be made, in writing, to the managing agent of the lessor.

## **AMENDMENT OF HOUSE RULES**

42) These House Rules may be added to, amended or repealed at any time by agreement by the Board of Directors of the lessor. Any consent or approval given under these house rules by the lessor shall be revocable at any time.

## **SCHEDULE OF ADMINISTRATIVE FEES**

43) In addition to any other rights and remedies that the Cooperative may have pursuant to the proprietary lease and house rules, and without waiver of any such rights and remedies, violators of the House Rules will be subject to the Hudson View Cooperative's administrative procedures. The Board and the Managing Agent, upon review of the violation, will impose administrative fees accordingly.

- Initial Offense: Written warning and "Notice to Cure."
- Administrative Fees:
  - \$100 repeat occurrence
  - \$150, \$200 or \$250 (depending on severity of the infraction) third occurrence
  - \$500 maximum