

# HOUSE RULES

August 2, 2016

## 1. BUILDING STRUCTURE

- (a) 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 Cooperative or the managing agent; nor shall anything be projected out of any window of the building without similar approval.
- (b) No sign, notice, advertisement or illumination 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 Cooperative or managing agent.
- (c) No radio or television aerial or dish shall be attached to or hung from the exterior of the building without the prior written approval of the Cooperative or the managing agent.

## 2. BUILDING EMPLOYEES

- (a) No Resident shall send any employee of the Cooperative out of the building on any private business.
- (b) No resident can borrow the building's ladders, tools or equipment.
- (c) Residents can ask staff for assistance in their apartments during staff working hours if the maintenance pertains to a plumbing problem or heating problem. Otherwise, all work done in an apartment by staff has to be done during the staff member's off hours.
- (d) The Cooperative assumes no responsibility for any injury or damage sustained while a staff member is doing personal work for a resident.

## 3. BUSINESS USE

Apartments are to be used for living purposes only, except as approved in advance and in writing by the Board of Directors for limited business use. This limited business use would permit, with board approval, the use of the apartment wherein customers, clients, patients, associates, employees and deliveries would not be intrusive.

## 4. COMPLAINTS

Complaints regarding the service of the building shall be made in writing to the managing agent of the Cooperative.

## **5. CONSTRUCTION and REPAIRS**

- (a) Construction or repair work or other installation involving noise shall be conducted in any Apartment only on weekdays (not including legal holidays), and only between the hours of 9:00 AM and 5:00 PM.
- (b) Residents are required to inform, in writing, all adjacent residents on the same floor, as well as above and below the apartment undergoing renovation, of the estimated timeframe and nature of the work.
- (c) Water and heat shutoffs require 3 days notice to the superintendent.

## **6. DELIVERIES, MESSENGERS and MERCHANTS**

- (a) Weekday delivery and/or removal hours are 9:00 A.M. to 5:00 P.M. Large items must be delivered during the week, pending superintendent approval.
- (b) Saturday delivery and/or removal hours are 9:00 A.M. to 1:00 P.M. for small to medium size items only, pending superintendent approval. Two elevator trips per delivery/removal are allowed.
- (c) There are no deliveries and/or removals on Sunday.
- (d) The superintendent must be notified 3 days in advance of all deliveries and/or removals.
- (e) Supermarket delivery couriers must use building luggage carts to transport deliveries in elevators. Doorman will assist with luggage cart, when able.
- (f) Messengers and trades people shall use such means of ingress and egress as shall be designated by the Cooperative.
- (g) NO FLYERS from outside merchants and delivery couriers are permitted to be placed under doors. If residents find flyers, please report them to the doorman. If flyers continue, that merchant will be limited to the lobby.

## **7. EXTERMINATOR**

- (a) Upon notice to resident, the agents of the Cooperative, along with any contractor or workman authorized by the Cooperative, 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 such. However, In the event of an emergency, agents of the Cooperative may access an apartment without prior notification.
- (b) If a resident retains an outside exterminator, it is at the resident's expense.

## **8. GARBAGE, REFUSE AND RECYCLING**

- (a) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or managing agent of the building may direct.
- (b) All food and non-recyclable refuse must be securely placed in strong, unbreakable bags and thrown down the garbage chute. Garbage and/or detergent should not be dropped on any floor.
- (c) Newspapers, glass, cans, foil, bottles, plastic containers and other recyclable materials must be placed in the separate containers, located in Staircase A (near the elevators). No food of any kind should be left in the recycling containers.
- (d) Boxes and newspapers left in recycling bins should be neatly stacked. Boxes should be flattened and if there are numerous boxes and newspapers they should be folded into plastic bags.
- (e) For any large refuse, building staff should be called for assistance to remove such to the basement.
- (f) At no time should doormats or area rugs be shaken in any public area (hallways, stairways).

## **9. INSURANCE**

At the time of purchase, sublease, renewal or refinance, and every year thereafter, all Shareholders are required to show proof of a minimum of \$500,000 liability insurance in addition to property, fire and theft insurance, with the Cooperative as a named insured on all of the above.

## **10. KEYS**

It is required that a set of keys for each apartment is provided to the Superintendent for emergencies. If the key is unavailable, residents will bear the cost of repairs if their doors have to be opened in an emergency.

## **11. LAUNDRY**

- (a) Laundry facilities are available 24 hours/day.
- (b) Residents may be permitted to have a washing machine in lieu of a dishwasher, subject to Board approval.
- (c) Laundry carts may not be removed from laundry room.
- (d) Clothing should be promptly removed from washer and/or dryer when cycle is completed.

## **12. MOVING IN AND OUT**

- (a) Moving in and out hours are weekdays 9:00 A.M. to 5:00 P.M. The Superintendent has the discretion to extend the hours on a case-by-case basis.
- (b) You must notify the Superintendent at least 2 weeks in advance to schedule the date and time you intend to move.

## **13. NOISE**

- (a) No resident 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 residents.
- (b) Unless expressly authorized by the Board of Directors 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 eighty (80%) percent of the floor area of each room excepting only kitchens, pantries, bathrooms, and closets.
- (c) No resident shall make or permit any disturbing noises or play any musical instrument or operate any musical device or a radio or television or speaker, or make or permit any disturbing noises in such resident's apartment between the hours of 11:00 P.M. – 9:00 A.M.
- (d) Residents may call doorman with a noise complaint.
- (e) Any unabated noise complaints will be responded to by Management.

## **14. OPEN HOUSES / SELLING & RENTING APARTMENTS**

- (a) When a Shareholder begins the process of putting an apartment on the market, the following procedures must be followed:
  - Shareholder presents broker to Door Staff.
  - Shareholder signs log including broker's name, name of brokerage and contact information.
  - Shareholder leaves instructions and key for apartment showings.
  - Door Staff must be notified in advance when an apartment is being shown by appointment.
  - If the showing broker does not have a key to the apartment, the key can be requested from Door Staff. If this is not the listing broker then the listing broker must call the door staff with the pertinent information.

- (b) When conducting an OPEN HOUSE, the following procedures must be followed:
- Sunday is the only day permitted for Open Houses.
  - 72-hour advance written notice must be given to the Superintendent for all Open Houses.
  - Open Houses are restricted to 2-hour intervals from 11:30 AM to 1:30 PM or from 2:30 PM to 4:30 PM. You may reschedule if closed out.
  - The showing broker or broker's representative must accompany any prospective purchaser/subtenant, or a small group of purchasers/subtenants, both to and from the apartment. This must be repeated for each apartment to be viewed. Prospective purchasers/subtenants must wait in the lobby until the broker or broker's representative is available.
  - 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 Cooperative or its managing agent.

## **15. PARKING**

No vehicle belonging to a resident or to a member of the family, guest, subtenant or employee of a resident shall be parked in such manner as to prevent access to the entrance of the building.

## **16. PETS**

- (a) A maximum of two cats per apartment are permitted.
- (b) No dogs or reptiles or large fish tanks are permitted in the building.
- (c) Visitors are not permitted to bring dogs into the building.
- (d) No pigeons or other birds or animals shall be fed from the windowsills, balconies, court space or other public portions of the building, or on the sidewalks or street adjacent to the building.

## 17. PLANTS

No resident shall install any plantings on the terrace, balcony or roof without the prior written approval of the Cooperative. If such approval is given, then 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 from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in boxes to draw off water.

In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches 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 resident to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

## 18. PUBLIC SPACES and RESIDENTIAL SPACES

- (a) 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.
- (b) No article shall be placed in the halls or on the staircase landings nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the windowsills of the building.
- (c) No bicycles, scooters, baby carriages or similar vehicles shall be allowed to stand in the public halls, passageways or areas of the building.
- (d) The lobby shall not be used as a waiting room for business invitees.
- (e) Children shall not play in the public halls, courts, stairways or elevators. No child shall be left unattended in the lobby and no child shall be permitted on the roof unless accompanied by a responsible adult.
- (f) Bare feet are not permitted in the lobby, mailroom and laundry room areas.
- (g) For the safety of the building and comfort of the Residents, **smoking is not permitted in Sublet apartments and strongly discouraged in Shareholder apartments.** Smoking fumes may not escape from one apartment into another from the hallways or air vents. Any Shareholder could be held responsible for the effects of secondhand smoke or damage caused by smoking.
- (h) Smoking is not permitted under the awning, in the lobby, the hallways or on the roof.
- (i) To prevent holes in the awning, or harm to those walking on the sidewalk, throwing lighted cigarettes and other items out of windows or roof is prohibited.
- (j) Residents shall not permit unreasonably disturbing cooking or other odors to escape from their apartments into hallways or other apartments.

## 19. ROOF DECK

Our building has a beautiful roof deck, which offers a great escape to the outdoors, and we encourage all residents to visit and enjoy! In order to maintain a safe and quiet environment, the Board has created a set of rules which govern the proper use of the space. When visiting the roof, please be courteous of others enjoying the space and of our fellow neighbors residing on the Penthouse and Upper Penthouse floors.

- (a) HOURS: Open between the hours of 7:00 AM and 11:00 PM.
- (b) NOISE: Respect your neighbors. Keep noise level low (i.e. conversation level).
- (c) ROOF FURNITURE: Tables and chairs are placed in specific locations along the roof. We encourage you to not move the furniture around as it creates a “messy” environment, causes potential damage to the roof floor, and disturbs the Penthouse and Upper Penthouse residents. In the event that you need to move any of the furniture, please make sure to “carry” versus “drag” items and note that the alcove area (south-east corner) is restricted. All furniture, which has been moved, should be returned to the original location.
- (d) GLASS: Glass containers (and other items which have the potential to either damage the roof deck membrane or cause injury to others) are not permitted. Please use non-glass containers.
- (e) ALCOHOL: Alcohol is not permitted.
- (f) TRASH: You are responsible for any and all litter you create. Trash should be discarded in the appropriate receptacles. Under no circumstances may any item be thrown from the rooftop. There are trash bins on the roof – if they are full, please take your refuse to a trash area on the floor below or your floor. Please note that you will be charged for any litter you have left.
- (g) SMOKING / FIRES / COOKING: No smoking of any kind is permitted. Open fires, barbecues, and all types of cooking are not permitted.
- (h) CHILDREN and GAMES: Children under 14 years old must be supervised by an adult Resident. Parents are held responsible for the behavior of their children. Running games, playing ball, throwing a Frisbee, or any other activity that presents a risk of items or persons going over the edge, are not permitted. Wading pools (or other recreational water devices), sandboxes, wheeled devices (bicycles, roller-skating, roller-blading, skateboarding), or climbing the stairs of the elevator housing and Upper Penthouse to reach their rooftops are not permitted.
- (i) PETS: No pets are permitted on the Roof Deck at any time.
- (j) PLANTINGS: Please do not pick the flowers or disturb the trees.
- (k) GUESTS: A Shareholder or resident must accompany all guests. Residents are responsible for the behavior of their guests.

(I) ROOF DECK PRIVATE PARTIES and EVENTS:

- *Private Party Limit:* For safety/capacity reasons, 20 is the maximum number of people in a private party. This allows party guests to sit at tables and, at the same time, respects other residents' desire to sit and use tables, as well.
- *Written Request:* Private parties of between 10 and 20 people are permitted only with approval, and only 1 such group will be permitted at a time. A completed "Party Request" form must be submitted to the Board of Directors at least 3 days in advance of the desired date. This shall include a \$100 deposit, refundable if additional clean up is not necessary. When approval is granted, the Superintendent will post the reservation on BuildingLink. "Party Request" forms may be found with the Superintendent or on BuildingLink. Decisions will be made in the order requests are received.
- *Location and Seating:* Private parties are held in the area to the left of the roof entrance, for the convenience of all residents. 2 large tables and 12 chairs are available for use in that area. (If needed, 1 additional table and 8 additional chairs may be "borrowed" from the main area, leaving 2 tables and 4 chairs for other residents.) *All moved furniture must be lifted, not dragged, and returned to their original places.*
- *Duration:* Private parties may last up to 4 hours and must end by 10 PM.
- *Violations:* Residents will be held responsible for any violations of these roof rules and will be held liable for the cost of any damages.

**20. SUBLE**

- (a) Subletting of apartments is permitted on a yearly basis subject to Board approval. Shareholder(s) wishing to sublet must be an owner and resident of the building for at least 2 years. Each yearly renewal requires Board approval. The sublet fee to the Cooperative is \$1,000 for the first year of the sublet, increasing by \$300 for every year the apartment is consecutively sublet.
- (b) No sublet apartment may be used as a business. There can be substantial consequences for any violation.
- (c) All new sublets will require proof of insurance to be provided by shareholder, with the Cooperative as a named insured.
- (d) The subtenant must acknowledge, in writing, that no business associate or invitee may have access to the premises in his/her absence.



- (e) Any shareholder in arrears and is subletting his/her apartment will not be approved for renewal.
- (f) A Shareholder is required to provide automatic deduction of monthly maintenance.
- (g) Subtenant smoking is prohibited in apartments. A violation of this rule will result in the sublet not being renewed. If there is such a violation, the shareholder is responsible for curing this violation and places ownership in the Corporation in jeopardy.

## **21. VISITORS / OVERNIGHT GUESTS**

- (a) Visitors must be announced before continuing into the building unless previously authorized by resident.
- (b) When in residence, shareholders and subtenants may have overnight guests for a period not exceeding 30 consecutive days.
- (c) When NOT in residence, only shareholders may have overnight guests, provided such guests are members of the shareholder's Immediate Family (i.e. spouse, children, grandchildren, parents, grandparents, brothers, sisters and domestic employees). These guests may not themselves have overnight guests.
- (d) A subtenant may not have overnight guests when not in residence, regardless of their relationship, *unless* approved by the Board of Directors.
- (e) All overnight guests must be registered on BuildingLink for the duration of their stay.
- (f) For security, and in case of emergency, the names and contact information of overnight guests must be available to the superintendent.
- (g) The shareholder shall not be entitled to receive any remuneration from guests.
- (h) A Board of Directors' written consent is required for any exception to the provisions of Rule #21.

## **22. WATER**

- (a) Water appliances shall only be used for their specific purposes. The cost of repairing any damage resulting from misuse of any water apparatus or appliances shall be paid for by the shareholder in whose apartment it shall have been caused.
- (b) "Wet Over Dry": Installation of devices or fixtures, which are connected to plumbing, is restricted to those areas of apartments which are in a vertical line with such devices and/or fixtures of other apartments in the same line.
- (c) No single unit may have more than one "washing machine" for dishes or clothes.

### **23. WINDOWS**

The resident shall keep the windows of the Apartment clean. In case of refusal or neglect by the resident during 10 days after notice in writing from the Cooperative or the managing agent to clean the windows, such cleaning may be done by the Cooperative or the managing agent, which shall have the right, by its officers or authorized agents, to enter the Apartment for the purpose and to charge the cost of such cleaning to the resident.

- 24. ANY CONSENT OR APPROVAL GIVEN BY THE COOPERATIVE, UNDER THESE HOUSE RULES, SHALL BE REVOCABLE AT ANY TIME.**
- 25. THESE HOUSE RULES MAY BE ADDED TO, AMENDED, OR REPEALED AT ANY TIME BY RESOLUTION OF THE BOARD OF DIRECTORS.**

**BOARD OF DIRECTORS  
244 MADISON REALTY CORP.  
December, 2015**