

511 West 232nd Owners Corp

HOUSE RULES

511 West 232nd Street Bronx, New York 10463



rev. 6/16/2014

511 WEST 232ND OWNERS CORP
511 WEST 232ND STREET
BRONX, NEW YORK 10463

The rules exist to allow for comfortable and considerate relations and interactions between and among all Residents of 511 West 232nd Street (the Building). They are created to encompass the major aspects of day-to-day operations of the Building. The Rules are subject to periodic amendment by the Board of Directors (the Board) and the Rules include all such amendments.

These rules are to be read and interpreted in such a way as to maximize the consideration of our neighbors' right to quiet enjoyment, to reduce conflict among neighbors, to maintain a clean and orderly Building and to foster a sense of community within the Building.

Definitions:

- a. Building – Refers to the physical structure located at 511 West 232nd Street, Bronx, New York 10463.
- b. Property—Refers to all outside locations up to and including the walls, walkways, entryways, stairways, driveways, and parking lots.
- c. Unit – Refers to all apartments in the building.
- d. Lessee/Resident – Refers to tenants, shareholders, tenant-shareholders, sub-tenants, and their respective domestic assistants.
- e. Co-Op – refers to the 511 West 232nd Owners Corp.
- f. Board – refers to the Board of Directors of the Co-Op.
- g. Managing Agent – refers to the managing agent and its employees.
- h. Rules – refers to these House Rules as amended from time to time, and includes policies established by the Board.

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SECTION A: MOVING IN & MOVING OUT

1. Moves into and out of the building shall take place only on days other than Saturday, Sunday and holidays and only between 9:30 a.m. and 4:30 p.m. Moves may not take place at such other times as the Lessor may specify.
 - i. An application to either move-in or move-out is required to be provided to the managing agent not less than seven (7) days in advance, and such move-ins and move-outs are restricted to the service entrance.
 - ii. In order to secure against any damage to Building property, each Lessee or sublessee moving in or moving out shall deposit the sum of \$250.00 with the managing agent or superintendent of the Building by check payable to "511 West 232nd Owners Corp.".
 - iii. The deposit will be refunded upon confirmation that no damage has occurred to Building property during the move, provided, however, in the case of a sublessee (a) the deposit will not be refunded until after such sublessee moves out and Lessor confirms that no such damage has occurred upon move in or move out, and (b) if and to the extent that a \$250 deposit is then held by Lessor on account of such sublessee's move in and has not been applied to any damage or other obligation to the Lessor, then sublessee shall not be required to deposit an additional \$250 upon moving out.

SECTION B: PUBLIC AREAS & ELEVATORS

2. Smoking or carrying lighted smoking products including e-cigarettes shall not be permitted in any public area of the Building, including without limitation, the lobby, laundry room, elevators, public halls, basement, and stairways and outside common areas within the perimeter of the building.
3. The public halls, lobbies, and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units in the Building. The fire towers/escapes shall not be obstructed in any way.
4. No one shall play, skate or skateboard, roller blade, or use any other type of toy or game in the public halls, lobbies, courts, stairways, fire towers/escapes or elevators and no one shall be permitted on the roof at any time.
5. No bicycles, scooters, shopping carts, baby carriages or similar vehicles are permitted to stand in the public halls, lobby, passageways, areas or courts of the building.
6. No article shall be placed in the halls, on the staircase landings, fire towers/escapes nor shall anything be hung or shaken from the doors or windows, or placed upon the windowsills of the Building. No Lessee/Resident will permit anyone to sweep or throw from the Apartment any dirt or other substance into any of the corridors, or halls, elevators, light shafts, dumb waiter shafts, ventilators, or elsewhere in the Building. No Lessee/Resident shall allow anything whatever to hang from the windows or doors of the Apartment, with the following exceptions:
 - i. Properly installed air-conditioners
 - ii. Unobtrusive religious items

- iii. Holiday decorations (e.g. flags, wreaths, Halloween items, Thanksgiving items, and so forth. The Board, in its sole discretion may require that any such item be removed.
7. No awnings or ventilators shall be used in or about the Building except such as those that have been expressly approved in writing by the Lessor or the managing agent, nor shall anything be projected out of any window without similar approval. Nothing shall be installed through the wall of the Building without the prior written approval of the Lessor.
 8. 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 Lessor or managing agent.
 9. No public hall or means of ingress or egress of the Building shall be decorated or furnished by any Lessee/Resident for any reason without the prior consent of Management or the Board of Directors.
 10. Trunks, furniture, and heavy baggage shall be taken in or out of the Building through the service entrance.
 11. All deliveries must be made through the buildings service entrance. Building management must be notified in advance of all scheduled large deliveries (i.e. those deliveries requiring pads to be placed on the elevator walls).
 12. No radio or television or any other aerial shall be attached to or hung from the Building exterior without the prior written approval of the Lessor or the managing agent.
 13. The Lessee/Resident shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the Managing Agent.
 - i. Laundry facilities are for Lessee/Resident use only.
 - ii. The laundry facilities may not be used for commercial purposes.
 - iii. No Lessee/Resident shall dry or air clothes on the roof.

- iv. Laundry carts provided for the convenience of all Residents and must not be removed from the laundry room
 - v. Pets are prohibited from the laundry room at all times.
14. If washing machines or other equipment are made available to the Lessee/Resident, the Lessee/Resident shall use the same on the understanding that such machines or equipment may or may not be in good order and repair and that the Lessor is not responsible for such equipment, nor for any damage caused to the property of the Lessee/Resident resulting from the use thereof by Lessee/Resident, and that any use that Lessee/Resident may make of such equipment shall be at the sole cost, risk and expense of Lessee/Resident.
15. The Lessor shall have the right, from time to time, to curtail or relocate any space devoted to storage or laundry purposes.
16. No vehicle belonging to a Lessee/Resident or to a member of the family or guest, subtenant or employee of a Lessee/Resident shall be parked in such manner as to impede or prevent ready access to any entrance of the Building by another vehicle. Posted rules regarding parking vehicles in or at the service entrance shall be strictly followed by all Lessees/Residents, family members, guests, subtenants, vendors, and employees of the Lessor.
17. Residents are required to clean their own spills and debris from common areas.
18. Water closets and other water apparatus 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. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose Apartment it shall have been caused.
19. Carts are provided for the convenience of all Residents and shall be returned to their place of origin immediately after use. Carts must be kept clean not be used for garbage or other waste.

20.No Lessee, Resident, member of Lessee's family, guest or invitee shall be allowed to cook or barbecue on the premises, except in areas specifically designated for such purpose in the discretion of the Board of Directors.

SECTION C: PRIVATE AREAS – NOISE/PETS

21. No Lessee/Resident 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/Residents.
- i. No Lessee/Resident shall play or permit guests to play any musical instrument or any radio, television, stereo, or similar equipment in any Lessee's/Resident's Apartment between the hours of 11:00 p.m. and the following 8:00 a.m. at a volume likely to disturb or annoy other Residents of the Building.
22. At the request of the Lessee/Resident of the Apartment below and at the sole discretion of the Board of Directors, the floors of each Apartment must be covered with effective noise-reducing material, to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, closets, and foyer.
23. The Lessee/Resident shall keep the windows of the Apartment clean. In case of refusal or neglect of the Lessee/Resident during the 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 the purpose and to charge the cost of such cleaning to the Lessee.
24. Lessee/Resident shall not hang from windows anything other than conventional window shades, drapes, curtains, or blinds.
25. In no event shall pets be permitted on elevators or in any public portions of the Building unless carried or on leash and must not be permitted to soil hallways, elevators, common areas, garden areas, or other public portions of the Building.

SECTION D: ALTERATIONS

26. No construction or repair work or other installation shall be conducted in any Apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m.
27. No Lessee/Resident shall perform any alteration or construction within any Apartment without first signing Lessor's form of alteration agreement, providing the information requested therein to Lessor and obtaining the Lessor's written consent to such alteration or construction on such form of alteration agreement. Further, all work must comply with the terms of the alteration agreement.

SECTION E: SANITATION & ORDER

28. No pigeons or other birds or animals shall be fed from the window sills, in the yard, court spaces or other public portions of the Building, or on the sidewalks or streets adjacent to the Building.
29. No Lessee/Resident shall dispose of cigarette or cigar stubs, cans, bottles or other trash in public areas of the building or courtyard except in approved containers/receptacles.
30. No Lessee/Resident shall install, operate or permit the installation or operation of a clothes washer or dryer in any Apartment of the Building.
31. Garbage and refuse from the Apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the Building may direct.
- i. All Lessees/Residents shall separate their trash into:
 - a) "Recyclable" and "non-recyclable" materials, or into other categories, as the Lessor may require.
 - b) The Lessor may designate, from time to time, the types of materials which must be separated for recycling, the types of containers or binding materials to be used by the Lessee/Resident for the disposal of designated materials and the locations where designated materials shall be deposited.
 - c) Non-recyclable garbage and refuse not subject to posted recycling instructions shall be properly bagged and deposited in the appropriate bin in the basement garbage room or placed in the compactor chute.
 - d) "Techno-Waste" or "E-Waste" (monitors, televisions, lithium-ion batteries, CFL or other fluorescent light bulbs)

may not be disposed of with building trash or recyclables and must be disposed of in accordance with applicable Federal, State, and/or local laws.

- e) The Lessor may also establish other regulations regarding the disposal of refuse.
- f) The Lessee shall be charged the cost of any costs or expenses incurred by the Lessor due to the failure of Lessee/Resident to comply with the requirements imposed by law or by the Lessor including, but not limited to, fees, fines or penalties imposed on the Lessor or the Building by any governmental agency and reasonable attorneys' fees and disbursements.

32. All Lessees/Residents shall keep their respective Units free of infestations.

33. All Lessees/Residents must allow the Managing Agent and/or his employee or contractor access in a timely manner to a unit to provide necessary repairs and/or services.

- i. Lessee/Resident will be held responsible for all damages incurred to the building and/or any unit resulting from non-access.

SECTION F: SECURITY & SAFETY

34. The Lessor may retain a passkey to the Apartment and storage rooms, if applicable. No Lessee/Resident shall alter any lock or install a new lock or a knocker on any door of the Apartment or storage room, if applicable without the written consent of the Lessor, or the managing agent for the Building. In case such consent is given, the Lessee/Resident shall provide the Lessor with an additional key for the use of the Lessor pursuant to the Lessor's right of access to the Apartment and storage room, if applicable.
35. Each Lessee/Resident shall permit inspections of the Apartment by Lessor as required by Lessor.
36. Canvassing, soliciting, or peddling in the Building is prohibited. No circulars or other soliciting material shall be placed under or near any Resident's entrance door. Each Resident is requested to report promptly any violations of this Rule to the superintendent or Managing Agent.
37. Lessee shall comply with any and all applicable laws regarding paint in the Apartment and the disclosure of lead paint including, without limitation, those applicable to any transfers or assignments apartments and the assignor/transferor and assignee/transferee shall provide evidence of compliance to Lessor.
38. Lessee shall comply with all applicable laws regarding carbon monoxide detectors as required by Federal, State and/or New York City Local Laws and shall pay any and all fees and charges due thereunder.
39. Messengers, deliverymen, and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.

40. 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
- i. Regarding its condition
 - ii. 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 any such vermin, insects or other pests. If the Lessor takes measures to control or exterminate bed bugs or any other type of vermin requiring more than monthly extermination visits to control, the cost thereof shall be payable by the Lessee, as additional rent.
41. No guests, domestic employees, or family members (other than a spouse, or additional adult having a relationship with Lessee/Resident legally recognized as equivalent to a spouse, and the children of the Lessee/Resident, spouse or additional adult) may occupy the Apartment for more than two weeks unless the Lessee/Resident is residing in the Apartment, or unless consented to in writing by the Lessor.
42. The Lessee/Resident shall notify the Lessor of the identity of every person who the Lessee/Resident authorizes to occupy the Apartment in the absence of the Lessee/Resident.
43. No Lessee shall have more than 20 guests in an apartment at any one time without giving the building superintendent at least 24 hours prior written notice.
44. Any party given by a minor shall be properly supervised by the parent and/or legal guardian.
45. In no event may any person under the legal drinking age in New York State be admitted into the building carrying alcoholic beverages.
46. No Lessee/Resident shall permit or suffer anything to be done or kept in the Apartment or anywhere in the Building which is in violation of law,

or is hazardous, or will increase the rate of fire insurance on the Building or the contents thereof. If, by reason of the occupancy or use of the Apartment by the Lessee/Resident, the rate of fire insurance on the Building or the Apartment or the contents of either shall be increased, the Lessee/Resident shall (if such occupancy or use continues for more than 30 days after written notice from the Lessor specifying the objectionable occupancy or use) become liable for the additional insurance premiums incurred by Lessor or any other Lessee/Resident on all policies so affected, and the Lessor shall have the right to charge the cost of the same to the Lessee.

47. If the Lessor shall furnish to the Lessee/Resident any storage area, service, or facility, the use of the laundry, or any facility outside the Apartment including, but not limited to, the use of antennas, the same shall be furnished by the Lessor under a revocable license. The Lessee/Resident shall not use such storage space or any area or facility appurtenant to the Apartment for the storage of hazardous, flammable material. Valuable or perishable property is stored at the sole risk of the Lessee/Resident. Any such facility shall be kept clean and hazard free by the Lessee/Resident.

SECTION G: PARKING

48. The Lessee/Resident will abide by all arrangements made by the Lessor with regard to the parking lot and the driveways thereto.

SECTION H: OTHER

49. No Lessee/Resident shall use any employee of the Lessor for private business of the Lessee/Resident nor shall any Lessee/Resident send any such employee out of the Building on any private business of a Lessee/Resident.
50. Complaints regarding the service of the Building shall be made in writing to the managing agent or the Lessor.
51. These House Rules shall apply to residents of the building as well as all Lessees, and all family members, guests, invitees, and employees of Lessees and Residents. Each Lessee shall cause Lessee's subtenants, family members, guests, invitees and employees to comply with these House Rules, as applicable.
52. The Lessor may also charge user charges to the Lessee/Resident for services, facilities or utilities, consumption of which is discretionary on the part of the Lessee/Resident or which, in the sole discretion of the Lessor, are appropriately charged on a usage basis. Utilities which may be charged on a uniform fee or usage basis include (but are not limited to) electricity, cable TV antenna, or Internet access supplied by or contracted for by the Lessor, or for which the Lessor pays the service provider. Services or facilities which may be charged on a uniform fee or usage basis include, but are not limited to, laundry facilities, or storage areas. Fixtures, appliances, or facilities which may be charged on a uniform fee or usage basis include, but are not limited to air conditioners or other items that require the consent of the Lessor before installation.
53. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.
54. Any Lessee/Resident who violates any House Rules, shall, in addition to any other remedies of Lessor, be responsible to pay Lessor on the first

day of the next month a \$50.00 administrative fee for each such violation.