WARNER HOUSE OWNERS CORP. 67-41 BURNS STREET FOREST HILLS, NY 11375

HOUSE RULES

- 1. The public hallways 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, and the fire towers shall not be obstructed in any way.
- 2. Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof.
- 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 Apartments such all serves as a means of ingress and egress; in the event of disagreement among such Lessees, the Board of Directors shall decide.
- 4. 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. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a stereo or a radio or television loud speaker in such Lessee's Apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the Building.
- 5. No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the Building.
- 6. 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 or the Managing Agent, nor shall anything be projected out of any window of the Building without similar approval.
- 7. 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 the Managing Agent.
- 8. No bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the above-mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the Building.
- 9. Messengers and trades people shall use such means of ingress and egress as shall be designated by the Lessor.
- 10. Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the Building and through the service elevator to the Apartments when such elevator is in operation.
- 11. Trunks and heavy baggage shall be taken in or out of the Building through the service entrance.
- 12. Water closets and other waste 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.
- 13. No Lessee shall send any employee of the Lessor out of the Building on any private business of a Lessee.
- 14. No bird or animal shall be kept or harbored in the Building unless the same in each instance be expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted on elevators or in any of the public portions of the Building unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies, in the yard, court spaces, or other public portions of the Building, or on the sidewalks or street adjacent to the Building.

- 15. No radio or television aerial/shall be attached to or hung from the exterior of the Building without the prior written approval of the Lessor or the Managing Agent.
- 16. 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 by another vehicle.
- 17. The Lessee 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.
- 18. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- 19. 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 lease eighty percent (80%) of the floor area of each room excepting only kitchens, pantries, bathrooms, closets and foyer.
- 20. 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 its Managing Agent
- 21. The Lessee shall keep the windows of the Apartment clean. In case of refusal or neglect of the Lessee during ten (10) days after notice in writing from the Lessor of 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.
- 22. Complaints regarding the service of the Building shall be made in writing to the Managing Agent of the Building.
- 23. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.
- 24. If there be a garage in the Building, the Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.
- 25. The following rules shall be observed with respect to refuse disposal. Garbage and refuse shall be disposed of only at such time and in such manner as the Superintendent or Managing Agent of the Building may direct:
 - (i) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.
 - (ii) Debris should be completely drip-free before it leaves the Apartment and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue for disposal.
 - (iii) No bottles or cans shall be dropped down the flue before 10:00 a.m. or after 5:00 p.m., but shall be left in a neat manner in service elevator area, if such items must be disposed of before 10:00 a.m. or after 5:00 p.m.
 - (iv) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be left at service elevator area between 10:00 a.m. and 6:00 p.m. and service employees summoned to dispose of them by way of the service elevator.
 - (v) Under no circumstances should carpet sweepings contain naphthalene, camphor balls or flakes, floor scraping, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances or lighted cigarettes of cigar stubs be thrown into the incinerator flue.
 - (vi) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc., should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.
 - (vii) The Superintendent shall be notified of any drippings, or moist refuse, appearing on incinerator closet floor and corridors.

- 26. No Lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes or 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 it adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the 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 Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.
- 27. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter an 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 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 additional rent.

28. Alteration Agreement:

- (i) The policy regarding renovations at WARNER HOUSE OWNERS CORP. requires all Shareholders to obtain permission from the Board of Directors for any constructions, alterations or improvements that they desire to make in their apartment. The Shareholder must submit detailed plans and specifications for work to be done. The contractor must obtain a Certificate of Insurance for Workman's Compensation, plus property damage and liability insurance. The work (AFTER APPROVED) may only be performed between the hours of (9:00 a.m. and 5:00 p.m. Monday through Friday (Except for Holidays).
- (ii) If any damages are caused by the contractor, the Shareholder will be responsible for reimbursement to the Cooperative for such damages.
- (iii) Jobs which do not change the form of structure of the apartment, such as installation of shelves, replacement of stoves or refrigerators do not require Board approval. To be sure whether approval is required, the Shareholder should call the Managing Agent in advance.
- (iv) The Superintendent must be notified in advance, whenever a contractor is coming to the Building. The contractor must deliver all materials through the basement. The contactor is required to cart all debris from the Building. No construction debris shall be thrown into the compactor. Common Areas are to be left free of debris and damage.
- (v) The Shareholder shall reimburse WARNER HOUSE OWNERS CORP. for any costs incurred to cart debris from the Building that should have been carted by the contractor and to clean and repair Common Areas left unclean or damaged by the contractor.
- (vi) If Management or the Board of Directors determines that the Building's Architect or Engineer should review the plans and specifications for any work in your apartment, you will be required to pay this fee. In all cases, you will be responsible for any fees charged by the Building's Attorney in connection with the alterations.
- (vii) All necessary electrical and plumbing work must be done by Licensed New York City Electricians and Plumbers. If the work done is not completed according to all applicable NYC building codes, the Shareholder will be held responsible for any costs required to correct the code violations.
- 29. Each individual Shareholder is responsible for additional insurance at his own cost for the following coverage, which is <u>NOT</u> included in the Co-op Insurance Policy:
 - (i) Fire or casualty losses to the contents of his Unit and replacements, additions, upgraded fixtures and improvements therein; and
 - (ii) Liability for personal injury or property damage as a result of occurrences in his Unit, including water damage legal liability to cover damage arising from leaks or other conditions within the Unit.
- 30. Maintenance payments are due on the 1st of each month, any payments postmarked after the 15th will incur a \$50.00 late penalty.

- 31. Subletting is only permitted after one (1) year of ownership and will be subject to a \$900.00 sublet fee for new tenants and \$500.00 on each renewal. Any Unit Owner who intends on subletting their apartment must obtain a sublet application from the Management Office and return the completed application to the Office for processing, along with a credit report fee. If the credit report is satisfactory, the application will be forwarded to the Board of Directors to schedule an interview of the applicant for final approval. The apartment may be rented only after a written approval has been received from the Office. Please take "NOTICE" that Unit Owners who do not follow the above-listed procedures will be fined \$250.00 for illegal subletting and reported to the Co-op's attorney for appropriate legal action with all legal fees to be at their expense.
- 32. There is a moving security deposit fee chargeable to both seller(s) and purchase(s) of \$1,200.00 each, by check, made payable to WARNER HOUSE OWNERS CORP. This fee will be held in escrow by the Managing Agent as security against any damage caused to Co-op property during the moving in and out of furniture and personal belongings from the Building. Upon inspection by the Superintendent after the parties have moved, the Managing Agent will be instructed to return the deposit to the appropriate parties. If the Superintendent notices any damage to the property, the deposit will be held until a determination can be made as to the cost of repair of said damages(s). The fee will be paid by the Seller and submitted with the Application and paid by the Purchasers at closing. In addition, all moving must be scheduled with the Superintendent, in advance, so that appropriate preparations can be made for the protection of the Co-op's property, including, but not limited to, padding in elevators, protective mats in lobby and rubber wheels on all moving equipment. All moving must take place through the service entrance to the building. No moving will be allowed through the main entrance doors at any time. All move in and move outs should be scheduled between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday. The Management Company and the Superintendent should be informed 24 hours prior.
- 33. These House Rules will be strictly enforced. Any violation of the House Rules will be subject to penalties and reported to the Co-op attorney for appropriate legal action with all legal fees to be paid for by the Unit Owner.
- 34. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

PLEASE SIGN, DATE, NOTARIZE AND RETURN WITH YOUR APPLICATION.

I have read and accept the House Rules.

Signature		Date:	
State of County of)		
Sworn to before me this _ day of			
Notary Public			