

HOUSE RULES

In addition to the provisions of the Embassy Cooperative Inc. By-laws, the following House Rules and Regulations, along with any additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the units and the conduct of all residents thereof:

1. MISCELLANEOUS

- 1.1 These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors.
- 1.2 NO SUBLEASING IS ALLOWED.
- 1.3 All Shareholders **MUST** carry homeowner's insurance. A copy of the insurance must be provided annually to the Board.
- 1.4 Window guards must be installed if any occupants are under the age of ten (10). There will be no exceptions. The Shareholder is responsible for the expense to purchase the window guards. See Management for the installation of the window guards. The super will install the window guards for free.
- 1.5 All air conditioners must have their own separate circuits and be installed with approved a/c kits.
- 1.6 If any unauthorized appliance is found, the additional charge will be retroactive to the last apartment inspection.
- 1.7 Maintenance checks must be in by the 7st of the month. Checks received after the 7th of the month will be subject to a late fee. First occurrence within a calendar year will be **\$50; second occurrence \$100; and third occurrence will be \$150.**
- 1.8 Maintenance payments in arrears for any 3 months throughout the year will result in the forfeiture of shareholder's parking space indoor or outdoor and storage privileges to be revoked. The Shareholder must remove their car and items in storage within 90 days.
- 1.9 A Shareholder with maintenance payments in arrears for 3 consecutive months will have parking (indoor/outdoor) and storage revoked, plus legal proceedings will begin to termination the Shareholder's occupancy agreement. The Shareholder must remove their car and items in storage within 90 days.
- 1.10 No Shareholder is permitted to bring into or keep in his unit any combustible or explosive fluid, material or chemical substance, except for normal household use.
- 1.11 No Shareholder is permitted to bring into or keep in their parking space (indoor/outdoor) and/or storage container any combustible or explosive fluid, material or chemical substance.

2. PARKING (FOR REGISTERED SHAREHOLDER AND REGISTERED IMMEDIATE FAMILY MEMBER ONLY)

- 2.1 Parking spaces (indoor/outdoor), are for the Shareholder/Immediate family member (i.e., mother, father, and child **not** brother, sister, aunt, uncle and/or cousin who are not included or considered part of the extended family and who do not own shares as a stockholder of equal rights in the apt.) that resides in the apartment and are limited to pleasure vehicles.
- 2.2 Any shareholder or family member therein renting a parking space indoor/outdoor **MUST** own said vehicle, carry current auto insurance, and have current auto registration. A copy of auto insurance and current registration must be provided annually to the Board, or when a change occurs with such documents. No sublease of indoor/outdoor spot.
- 2.3 Second space request are permitted but may only be made after the first space is assigned. After being assigned the first parking space, a shareholder may request a second space, in writing, mailed to the Managing Agent. The shareholder shall be placed on the waiting list based upon the date reflected on the postmark of the letter received by the Managing Agent requesting the second space. Shareholders are permitted a maximum of two parking spaces.
- 2.4 Any rented parking space left vacant for six months will result in forfeiture of parking space.
- 2.5 **The corporation reserves the right to rescind a Shareholder's indoor/outdoor parking space if adherence to rules and regulations are not followed.**
- 2.6 No Shareholder is permitted to bring into or keep in his unit any combustible or explosive fluid, material or chemical substance, except for normal household use.
- 2.7. Requests to switch parking spaces are permitted and must be made in writing, and mailed to the Managing Agent. Shareholders requesting to switch parking spaces will be placed on a separate waiting list and offered an available space on a first come, first served basis. The shareholder's placement on the waiting list shall be determined as set forth in paragraph 11.

3. ACCESS TO PROPERTY

- 3.1 The common elements shall not be obstructed, littered or misused in any manner.
- 3.2 Shareholders should not use or permit the use of the premises in any manner which would be illegal, disturbing, or a nuisance to other residents, or in such a way as to be injurious to the reputation of the co-operative.
- 3.3 The members of the Board or the Managing Agent and the Superintendent may enter any unit at any reasonable hour of the day, on at least one day's prior notice to the resident, for the purpose of inspecting said unit. Immediate access may be permitted in case of emergency.
- 3.4 Every Shareholder is liable for any and all damages caused by them to the common elements and/or of the property of the co-operative.
- 3.5 No common area of the building shall be decorated or furnished by any shareholder, family member, or guest in any manner.

3.6 Unauthorized persons are not permitted on the roof of the building.

4. NOISE

- 4.1 No Shareholder shall have his or her children play in the hallway, lobby or any other common area.
- 4.2 No shareholder shall make or permit any disturbing action such as running and/or jumping in his unit.
- 4.3 No Shareholder shall make or permit any disturbing noise in his unit or play any musical instruments, play a radio, TV, audio equipment, etc., loudly between 11:00 p.m. and 8:00 a.m. the next morning, on any day. .
- 4.4 No person or persons shall make or permit any disturbing noises in the buildings or surrounding property, or do or permit anything to be done therein, which will interfere with the rights, comfort and/or the convenience of other residents, staff, outside vendors such as the mailman (USPS, UPS, DHL), and other delivery or maintenance personnel. Violations will be subject to a \$100 fine. Consistent violations are subject to legal termination of occupancy agreement.

5. DEFACEMENT OF PROPERTY

- 5.1 A Shareholder may not make any alteration to the interior of the unit or any part of the common elements without the written consent of the Managing Agent. Consent may be requested, by application, through the Managing Agent.
- 5.2 No satellite dishes are permitted to be attached to or hung from the exterior of the unit or on the roof.
- 5.3 Clothes and other articles shall not be hung, dried or aired on the roof, terrace, balcony or windows.
- 5.4 The use of any type of grill is not permitted on the balcony or fire escapes.
- 5.5 No smoking or disposing of cigarettes in common areas. **Violations will be subject to a \$100.00 fine.**

6. SALES

- 6.1 Any Shareholder wishing to sell their apartment must submit their desire before listing the apartment in writing to the Management Office.
- 6.2 **NO SUBLEASES ARE ALLOWED. NO EXCEPTIONS.**

7. MOVE IN OR OUT

- 7.1 Moving is permitted only on Monday through Saturday between the hours of 9:00 a.m. to 5:00 p.m. **Violations will be subject to entire deposit of \$500.00 being forfeited.**
- 7.2 The superintendent and the Managing Agent must be notified in writing seven (7) days in advance of moving. **A \$500.00 deposit** must be attached to your Moving Application. If there is no damage after moving in/out, the deposit will be returned.

8. RENOVATIONS/ CONSTRUCTION

- 8.1 All remodeling and renovation must be Board approved. The Board must receive notice of planned renovations before any work is started. All contractors must be licensed, insured and proper documentation must be provided to the Board of Directors. **Construction/renovations and its resulting noises is only permitted Monday through Saturday between the hours of 9:00 a.m. to 5:00 p.m. Violations are subject to a \$500.00 fine.**
- 8.2 Plans for major alterations to an apartment such as moving walls, removing tubs, etc. must be submitted to the Board for approval. An architect must be hired to for any major structural changes at the Shareholder's expense. Please consult with the Board to get a list of what is considered a major change.
- 8.3 Upon resale it is the Shareholders responsibility to inform the prospective buyer of any changes done to the apartment when it is sold.
- 8.4 Any and all alterations done within an apartment must be discussed with the prospective buyer. If the prospective buyer is in agreement and will purchase the apartment as it is, a written letter of agreement executed by the seller and buyer must be received. If the prospective buyer would like the apartment back to its original blueprint then the buyer may make the changes at their expense. In addition, the prospective buyer must seek approval from the Board for such a change.
- 8.5 Any polyurethane used in any remodeling or renovation must be water base.
- 8.6 It is the responsibility of the Shareholder and its contractor to remove any debris caused
- 8.7 By demolition or renovation of apartments, painting etc. from premises and to sweep and mop all public hallways and other areas that may be dirtied during the course of each work day. The contractor shall be required to coordinate the delivery of materials and the removal of garbage and debris, with the buildings' super and to follow his instructions regarding same and the use of the elevator. Tenant will be held responsible for any damage, cost or expense incurred as a result of their contractor's failure to properly protect the apartment corporation's property or to clean up the hallways, elevators and corridors at the end of each work day. Permitted Monday through Saturday between the hours of 9:00 a.m. to 5:00 p.m. **Violations are subject to a \$500.00 fine.**
- 8.8 The corporation will not be responsible for any expenses incurred for repairs: i.e., plumbing, electricians, etc. without prior approval of Management.
- 8.9 The corporation is not responsible for damage to any decoration caused by repairs to the apartment. Minor touch-up will be performed provided the Shareholder provides the paint. This will be considered on a case by case basis.
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9. FIRE PROTECTION

- 9.1 Fire safety plans and notices are to be posted to the inside of apartment doors as required by law.
- 9.2 Smoke detectors and Carbon Monoxide Detectors in apartments are required by law and should be checked periodically. If you hear constant beeps, the battery inside the smoke detector is weak and needs to be replaced.

10. GARBAGE DISPOSAL

- 10.1 Please drop only bagged garbage in the garbage chutes located in the hallway.
- 10.2 The Shareholder will be fined for any garbage left on the floor of the hallway. **Violation will be subject to a \$100.00 fine.**
- 10.3 Do not leave any furniture or large items in the hallway. Shareholders are responsible to move such items and follow instructions from the building superintendent.
- 10.4 Shareholders/residents must also comply with NYC Department of Sanitation rules pertaining to disposal of garbage and recycling.
- 10.5 Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible or noxious substances or lighted cigarettes or cigar stubs be thrown into the garbage compactor chute.
- 10.6 Vacuum cleaner bags must never be emptied into the garbage compactor chute. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through the garbage compactor chute.

11. ANIMALS/PETS

- 11.1 No dogs are allowed. If a Shareholder requires a service dog, proper documentation must be provided to the Board. Cats, birds and small caged animals are allowed. **NO** farm animals allowed.
- 11.2 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 street adjacent to the building.

12. ALL ILLEGAL ACTIVITIES

- 12.1 All illegal activities, like prostitution, gambling and selling/using illegal drugs are prohibited absolutely.
- 12.2 All residents should be responsible to report any illegal activity to the Managing Agent.

13. LAUNDRY

- 13.1 Laundry times are 7 a.m-10 p.m. Monday through Saturday; 7 a.m. to 6 p.m. Sunday and Holidays.
- 13.2 No Shareholder shall install a washing machine in his unit. **Violations are subject to a \$500.00 fine.**

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VERSION 01/2017

FIRST MANAGEMENT CORPORATION

REAL ESTATE MANAGEMENT

MEMORANDUM

TO: ALL SHAREHOLDERS AT EMBASSY COOPERATIVE INC.
FROM: FIRST MANAGEMENT CORP.
SUBJECT: HOUSE RULES - REVISED
DATE: JUNE 17, 2016

Please be advised that the board of directors of Embassy Cooperative Inc. has revised the Sale section of the House Rules to read as follows (additions are underlined and in bold):

Sales:

- 1) **All sales are subject to a \$45.00 per share flip tax which is collected from the seller at closing. In the event of a transfer of shares (not a sale), an administrative fee of \$1000 will be collected at closing.**

Rules amended to the house rules supplement the requirements of the Bylaws, Board of Fire Underwriters and insurance authorities, and laws and other government rules and regulations that deal with the occupancy or use of apartments.

Any consent or approval given under these house rules by the board of directors shall be revocable at any time.

House rules may be amended, added to or repealed at any time by resolution of the Board of Directors.

This rule becomes effective **IMMEDIATELY** and supersedes, amplifies, modifies and supplements any previous house rules related to this matter. In the event of a conflict or inconsistency between the two rules, the provisions of this rule control.

Please note that shareholders are responsible for their tenants' actions and should ensure their tenants are provided with the rules and procedures of the Cooperative.

Thank you for your cooperation.

Tel: (718) 726 4792	34-03 Broadway Astoria, N.Y. 11106	Fax: (718) 932 4750
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