

## **HOUSE RULES**

In addition to the provisions of the Monterey Owners Corp. 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. PUBLIC AREAS**

- 1.1 These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors
- 1.2 The public halls and stairways of the building shall not be obstructed or used for any purpose other than leaving the apartment or the building. They shall not be used for recreational purposes. They shall not be used as storage areas, even on temporary basis.
- 1.3 Common doors to the building, including Service Doors, are to remain closed at all times. No one is permitted to prop open the doors or to disengage the locks.
- 1.4 Bicycles, scooters, strollers, carriages or similar vehicles are not allowed to stand in the lobby, public halls and other public areas of the building. Bicycles may not be chained to any fence on the building property. Bicycles must be kept inside the resident's apartment. Residents are responsible for bicycles or other vehicles brought in by their guests.
- 1.5 The roof doors shall be kept locked at all times and the roof shall not be used for any purpose whatsoever. An emergency exit alarm has been placed on the roof door and, if at any time this alarm should be heard, the residents should immediately notify the Superintendent.
- 1.6 No person shall decorate any public halls, public doors or stairway in any manner without the prior consent of the Board of Directors. Any defacement of walls, doors or the elevators by a resident, guest or employee of a resident will be repaired by the Building at the expense of the shareholder.
- 1.7 Signs, notices or advertisements shall not be put in or on any window, in the elevators, in the lobby or other part of the building without the permission of the Board of Directors. A bulletin board is available in the lobby for the use of building residents.
- 1.8 Smoking or carrying of lighted cigarettes, cigars, or pipes is not permitted in the elevators or public areas. **It is against the law.** Eating and drinking are not permitted in the elevators or public areas.
- 1.9 The elevator doors may not be obstructed at any time.
- 1.10 Garbage and litter shall not be placed in any public area of the building, other than the compactor rooms.
- 1.11 Children may not play in the lobby, public halls, stairways, and elevators or in front of the Building.
- 1.12 Pigeons, squirrels, other birds and animals are not to be fed from the windowsills, fire escapes, roof, garden areas or sidewalks in front or back of the building.

### **2. MOVING IN AND OUT**

- 2.1 All residents, both shareholders and sublets must obtain authorization from the Managing Agent before they will be permitted to move into or out of the building. The Superintendent will not permit a move, either into or out of the building, without this written authorization. An application to approve a move, including a set of instructions and list of fees, is available from the Management office.

- 2.2 Moving in and moving out is permitted only between the hours of 9:00 am and 4:00 pm Monday through Friday only. Moves are not permitted on weekends holidays. **Please note this rule applies to furniture deliveries as well.**
- 2.3 Any move into or out of the Building must be scheduled with the Superintendent at least one week in advance of the desirable date and time.
- 2.4 At the time of scheduling a move, whether into or out of the building, the Superintendent must be given a check or money order in the amount of \$1,000 payable to **Monterey Owners Corp.** This sum will be returned after the move unless inspections shows that damage was done to the common areas, in which case the cost of repair or replacement will be subtracted from the \$1,000 and the balance will be returned. If the cost exceeds the \$1,000, the shareholder will be responsible for the excess costs.
- 2.5 If hiring a moving company or if expecting a furniture delivery, the company's Certificate of Insurance must be submitted to the management company prior to the scheduled move/delivery.
- 2.6 Pianos and other large objects shall be moved into and out of the building by means of the stairways. Windows and the top of the elevators shall not be used for moving items into or out of the building or from one floor to another.
- 2.7. Failure of the unit owner(s) and/or their subtenant to comply with these moving rules will automatically result in a fine to the unit owner.

### **3. APARTMENT ACCESS**

- 3.1 All shareholders and residents of the Building must permit the building Superintendent, the Managing Agent and agents of the Building, including any contractor or workers authorized by the Building, to enter their apartment upon reasonable notice and at reasonable hours of the day. Such access will be for the purpose of inspecting the apartment for vermin, for damage or possible leaks to or from another unit and to make such repairs or improvements as may be necessary for the protection and maintenance of the building property and safety of the residents. The Building's agents may enter a unit at any time in the event of an emergency.
- 3.2 It is recommended that residents give a set of apartment entrance keys to the Superintendent or a neighbor. If the keys are given to a neighbor, notify the Superintendent as to which neighbor has the keys. The keys will only be used in the event of an emergency.
- 3.3 If the keys are not provided, the Superintendent, the Managing Agent, emergency personnel, or a member of the Board of Directors may be required to break the lock(s) or the door itself. In such a case, all costs attributable to an emergency entry shall be the responsibility of the owner.

### **4. APARTMENT OCCUPANCY AND USE**

- 4.1 Unless otherwise approved by the Board of Directors, the maximum number of persons who may reside in a residential unit is limited as follows: for studio apartments, two persons; for one-bedroom apartments, four persons; for two-bedroom apartments, six persons. This rule will be strictly enforced. Additional occupants add to the Building's expenses through their use of water, disposable waste, etc.
- 4.2 The addition of a room divider is illegal and a fire hazard. If an illegal divider is found to exist, the owner will be fined. If legal action becomes necessary to force the removal of the illegal divider, all expenses incurred will be the responsibility of the unit owner.
- 4.3 No unit may be used for any illegal purpose.

- 4.4 No unit may be used for commercial purposes without the approval of the Board of Directors. The Board has the right to make inquiries of any resident or owner where there is a reasonable basis for concluding that a residence is being occupied in violation of the Bylaws or these House Rules.
- 4.5 Resident may not make or permit any disturbing noise in the building that will interfere with the rights, comfort, or convenience of others. Any noise created inside any apartment shall not be audible in any other apartment.
- 4.6 No musical instrument, radio, television, or electronic device with speakers shall be played above a reasonable sound level or after a reasonable house. In addition, no construction, repair, or renovation work will be permitted after 5 pm on a weekday, on a weekend or holiday.
- 4.7 Every resident who intends to have guests in his or her apartments while the resident is away shall give notice to the Superintendent and to the Board of Directors.
- 4.8 Nothing shall be installed outside any window of the building including awnings, window boxes or planters, radio or television aerials or dish antennas. A qualified person who is trained to comply with the NYC Building Department codes and regulations must install all air conditioners using the NYC mandated A/C brackets.
- 4.9 Trash, mops, dust cloths, and other items may not be hung, thrown or shaken from windows or fire escapes. Items may not be placed outside windows, on window ledges or on fire escapes nor are they allowed to project through any window.
- 4.10 **NO PETS ALLOWED. Violations are subject to fines and legal action. All legal expenses the cooperative incurs to resolve this matter will be the shareholder's responsibility.**
- 4.11 The front doors to all apartments shall remain closed at all times, due to Fire Department Regulations.
- 4.12 No less than eighty (80) percent of the floor area of each residential unit (including kitchens, bathrooms, and closets) must be covered with rugs, carpeting or equally effective noise-reducing material. Appropriate padding must also be used.

## **5. MAINTENANCE RESPONSIBILITIES**

- 5.1 All painting, decorating, maintenance, repairs and replacements (structural and non-structural, ordinary or extra-ordinary) in or to any unit shall be performed by the owner of the unit at the unit owner's cost and expense. This includes, but is not limited to, the interior walls, ceilings and floors in the unit, kitchen and bathroom fixtures and appliances, windows and their frames, sills and sashes, all doors and their frames and saddles, and exposed plumbing. The exterior glass surfaces of all windows of each unit are to be washed and cleaned by the unit owner.
- 5.2 Maintenance of the building's structure and systems are the responsibility of the Building. This includes plumbing lines within the walls of the building (supply and waste lines), electrical wiring within the walls of the building and fixtures in public areas, the elevators, the boiler-heat and hot water system. The Building also maintains the exterior of the building (roofing, flashing, brick and concrete work); it decorates and makes repairs to the public halls, lobby, stairs, elevators, and garden areas.
- 5.3 Unit owners are responsible for the repair and replacement of all electrical fixtures and components within the unit, including but not limited to light switches, electrical receptacles, wiring that services the unit exclusively, light fixtures, electrical wall plates, the main circuit breaker and panel.

- 5.4 The Building is responsible for the repair and replacement of all electrical components within public areas.
- 5.5 Unit owners and their subtenants are responsible for the installation, maintenance, repair and replacement of all telephone instruments and wiring serving the apartment. They are also responsible for installation, repair and replacement of television cable serving within the apartment.
- 5.6 The smoke and Carbon Monoxide detectors in each apartment must be in operating order at all times. Unit owners and their subtenants are responsible for testing the detectors and for replacing the battery when it is necessary. Maintenance, repair and replacement of the unit's detectors are the responsibility of the unit owners and their subtenant.

## **6. REPAIRS, ALTERATIONS AND RENOVATIONS**

- 6.1 All renovations, construction, reconstruction, demolition, alterations, improvements and repairs ("Covered Work") are subject to the requirements set forth in the Bylaws of the Building.
- 6.2 Residents may request the services of the Superintendent for the ordinary and necessary repairs, when he is on duty. "Request for Repair" forms are available from the Superintendent when they are on duty. The Superintendent will schedule an appointment to inspect the problem and determine the appropriate course of action. The Management company will bill the unit owner for any expenses that are the unit owner's responsibility.
- 6.3 Unit owners who wish to perform Covered Work in their apartments must first submit specifications and plans for such work to the Managing Agent and the Board of Directors. The regulations and requirements for Covered Work are detailed in an application form that is available from the Managing agent.

In accordance with the Bylaws of the Building, the Managing agent and the Board of Directors reserves the right to submit the unit owner's plans and specifications to a licensed professional of its choice for review and approval at the sole expense of the unit owner. A weekly fine will be instituted until such notice is received by the Building.

- 6.4 Prior to starting such covered Work, copies of insurance certificates from individual tradespersons (i.e. contractors, plumbers, electricians, etc.) must be obtained and submitted to the managing Agent for approval. All insurance certificates must name The Monterey Owners Corp. and the Managing Agent as additional insured.
- 6.5 Unit owners must use only licensed and bonded contractors or workers when major repairs or any structural alterations or renovations are made in an apartment. Prior to starting any Covered Work, copies of the contractor's relevant licenses must be obtained and submitted to the Managing Agent for approval.
- 6.6 When these requirements have been fulfilled, the Managing Agent will issue an Alteration Agreement. This agreement clearly stipulates compliance with submitted plans and outlines pertinent regulations regarding the accomplishment of the work. Demolition or construction may not begin until the Alteration Agreement has been signed by both the Managing Agent and the unit owner and returned to the Managing Agent, along with a certified deposit check made payable to The Monterey Owners Corp. in the amount of \$1,000. This deposit will be refunded upon completion of construction and inspection by the Superintendent, unless the inspection shows that damage was done to any of the public areas, in which case the cost of repair or replacement will be subtracted from the \$1,000 and the balance will be returned. If the cost exceeds the \$1,000 the owner will be responsible for the excess costs.

- 6.7 Unit owners shall inform the Superintendent in advance when outside contractors or workers will be entering the building to work in an apartment. Such work can be done only between the hours of 9:00 am and 4:00 pm, Monday through Friday, not including holidays. Owners, residents, contractors and workers involved in Covered Work must comply with the instructions of the Superintendent, the Managing Agent, and the Board.
- 6.8 Unit owners will be responsible for paying costs for any damages caused to the common areas of the building by their contractors or workers. To protect against damage, owners and their contractors and workers are required to place covering on the floors and in the elevators before carrying materials, debris, and equipment either into or out of the building.
- 6.9 The Board of Directors may require a unit owner to return an apartment to its prior condition, at the owner's sole expense, if unauthorized alterations or renovations have been made by either a unit owner or a subtenant.

## **7. REFUSE DISPOSAL**

- 7.1 All wet and non-recyclable garbage is to be securely wrapped or bagged in plastic or other waterproof material that is completely drip-free before it leaves the apartment. This garbage should be the proper size to fit easily into the hopper, which feeds into the compactor. This debris is **not** to be left on the floor of the compactor room.
- 7.2 Vacuum cleaner bags and canisters are not to be emptied into the compactor chute. They must be emptied into their own disposable bag which should then be securely tied and placed into the chute hopper.
- 7.3 Nothing should be left on the floor on the compactor rooms. Items left on the floors can be a fire hazard and/or health hazard.
- 7.4 **Under no circumstances should flammable items, lighted cigarettes or cigar stubs, any chemical substances, aerosol cans, carpet sweepings, items containing naphthalene, camphor balls or flakes, floor scrapings, oil-soaked rags, empty paint cans or any other flammable, explosive, highly combustible substances be thrown into the compactor chute. Such action is against the law and the offender is subject to the penalty prescribed by law.**
- 7.5 Nothing should be put into any plumbing fixture, pipe or drain that would cause damage to or a clog in the pipes of the building. Owners of any unit found to be the source of such damage or clog will be charged with the cost of all repairs and may be fined.
- 7.6 Bulky objects, large cartons, crates, wood and other matter, i.e. furniture, mattresses, rugs, etc. shall not be stuffed into the chute or left on the compactor room floor. Residents must make arrangements with the Superintendent to dispose of such items. Such items can only be disposed of on a day of the week that is specified by the NYC Department of Sanitation.
- 7.7 All residents are required to be aware of and comply with the NYC recycling laws. Information is available by calling 311 or by going online. Air Conditioners and Refrigerators require special disposal steps. You must make arrangements in advance with the Superintendent.
- 7.8 All corrugated cardboard boxes are to be flattened, tied with twine and left in a clear bag in the laundry room recycling area on the first floor.
- 7.9 All newspapers and magazines should be placed in a clear bag and also put in the correct container in the laundry room recycling area on the first floor. These items are not to be placed in the chute.

- 7.10 Residents must clean all recyclable glass, plastic, and cans and dispose of in the correct blue plastic bag container located in the laundry room recycling area on the first floor. NOTE the city has stiff fines for buildings where recyclables are found in the regular garbage. All NYC fines will be passed on to the owners of units whose residents place recyclables in their regular trash. In addition, the building will fine an owner an amount of \$50 to \$300 each time that the recycling rules are violated.
- 7.11 Persons using the compactor room must make sure that items placed in the chute hopper drop to the compactor. If they do not, the refuse is to be broken down into smaller units. The chute hopper door is to be completely closed after refuse has been disposed of down the chute.
- 7.12 Failure to comply with these rules can cause unsafe, unhealthy, costly and indeed dangerous conditions for all residents.

## **8. EXTERMINATOR**

- 8.1 The Board of Directors has made arrangements for an exterminator to visit the building every month. A notice is placed near the elevator in the lobby.

It Is the responsibility of the resident to place his/her name and apartment number on this notice if they wish to have their apartment treated.

## **9. CHILD SAFETY GUARD ON WINDOWS**

- 9.1 New York City Health Code Section 131.15 *requires* the installation of child safety guards if a child ten (10) years of age or younger is residing in the apartment. If child safety guards are needed, **the shareholder or their subtenant must contact the Managing Agent** to arrange for the installation by the Superintendent.
- 9.2 If there are no children aged ten (10) or younger, child safety guards may be installed if requested.
- 9.3 It is also important to remember that the child guard form must be completed every year. **THIS IS NOT AN OPTION AS IT IS MANDATORY BY LAW.**

## **10. WASHING MACHINES**

- 10.1 No one may install, own, or operate a washing machine or dryer in any apartment in the building.

## **11. SUBLEASING**

- 11.1 The Board of Directors have the right to immediately reject a shareholder's request to sublease if said shareholder is delinquent on maintenance.
- 11.2 **New shareholders must occupy the unit for one (1) year before subleasing is considered by the board.** After the owner occupancy requirement has been fulfilled, an application package must be obtained from the Management office and completed by the prospective subtenant for board review and approval. The Board of Directors must be kept informed of who is living in the unit at all times.
- 11.3 All subleases are to be for a minimum and maximum of ONE (1) year.



- 11.4 All shareholders and subtenants must familiarize themselves with the House Rules of the Cooperative and are obligated to adhere to them. Shareholders are responsible for the actions of their subtenants and will be held liable for any damages or misconduct of their subtenants. These House Rules must be attached to the sublease agreement and are required to be accepted, signed, and returned to the Management office. Any violations will result in fines which will be due and payable by the owner of the unit.
- 11.5 A \$1,000.00 security deposit must be presented to the management office prior to your subtenant moving into the unit. This deposit will be returned as long as there was no damage to the building.
- 11.6 In addition to the normal sublease paragraphs, the sublease agreement shall contain the following clauses:
- A. "This Sublease will become effective after receiving approval from the Board of Directors."
  - B. "The Rule of the Building and the Prospectus with the agreements and conditions must be given by the Over-Tenant (Shareholder) to the Under-Tenant (Subtenant) at the time of making of the sublease agreement and documents shall become part and parcel of the sublease."
  - C. "If at any time during the term of this sublease, the Over-Tenant becomes delinquent with the Building in their payment of their monthly maintenance charges, the Building (Landlord) will have the right to collect the rent directly from the Under-Tenant and apply this rent to the Over-Tenant's maintenance charges. This collection of rent will continue for three (3) month beyond the date the Over-Tenant's account with the Building has been paid in full. By signing this sublease agreement, both parties agree to this statement."
  - D. "The Over-Tenant is granting the Building the right to act as Landlord regarding any possible eviction which may need to be commenced against this Under-Tenant due to any Violation of the Building House Rules. The over-tenant has been given thirty (30) days written notice to start their own action and they failed to do so."

11.7 Regarding moving into and out of the building, please refer to Section 2 of these rules.

## **12. SERVICE ENTRANCES**

- 12.1 Trunks, heavy baggage, furniture, appliances, and construction materials must be taken either into or out of the building only through the service entrances.
- 12.2 Deliveries and packages of all kinds are to be delivered only at the service entrances of the building. Deliveries of furniture, appliances, and other large items cannot take place on a weekend or on a holiday. **Violations are subject to a \$500.00 fine.**
- 12.3 Deliveries and packages of all kinds are to be delivered only through the service entrances of the building. Deliveries of furniture, appliances, and other large items cannot take place on a weekend or on a holiday. **Violations are subject to a \$500.00 fine.**

## **13. MAINTENANCE PAYMENTS**

- 13.1 All shareholders are obligated to submit their monthly maintenance payments by the first day of each month. A \$50 late fee will be charged for maintenance payments received after the 7<sup>th</sup> of the month for each occurrence.

13.2 Late charges will be billed to the unit by the Managing Agent and will appear on the shareholder's monthly maintenance bill.

#### 14. COMPLIANCE

14.1 The House Rules are enforced through the imposition of fines on shareholders when they or their subtenants violate these rules. The Managing Agent, acting on the authority of the Board of Directors, will levy the fine.

14.2 Shareholders and their subtenants who violate any of these rules will be notified in writing by the Managing Agent, and where possible, given an opportunity to remedy the infraction. Subsequent violations of the same rule will result in a large fine. The Managing Agent will refer unpaid fines and uncorrected infractions to the Board of Directors and the Cooperative's attorney for subsequent action. Any shareholder may appeal his/her case to the Board of Directors. Upon hearing the case, the decision of the Board will be final.

14.3 Any shareholder who fails to comply with a notice to correct a House Rule Violation must grant access to the apartment (upon reasonable notice) to allow agents of the building to make the required repairs. The cost of those repairs will be charged to the shareholder who is not complying with the House Rules.

14.4 Failure to comply with the House Rules may result in legal action being taken against the shareholder or resident. **All legal expenses the cooperative incurs to resolve any matter will be the shareholder's responsibility.**

14.5 Any consent or approval that is given under these House Rules by the Board of Directors may be revoked at any time.

14.6 Any shareholder or resident who wishes to report a violation of any House Rule may do so in strict confidence by notifying the Superintendent or the Managing Agent.

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

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

I have read and accept the House Rules.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

Sworn to before me this \_\_\_\_\_

Day of \_\_\_\_\_ of 20\_\_\_\_

\_\_\_\_\_



NOTARY PUBLIC