

## **854 W. 181 CORP. HOUSE RULES**

### **I. Scope**

1. These House Rules (Rules) may be added to, amended or repealed at any time by resolution of the Board of Directors (Board).
2. Any reference to Shareholders used herein includes shareholders, residents, subtenants, and commercial tenants, guests, and staff members.
3. Please be advised that any violation of these Rules constitutes a default under the Proprietary Lease and/or may subject the violator to monetary penalties.
4. The Board, at its sole discretion shall have the authority to levy fines for violations of the Proprietary Lease and/or these Rules. Repeated and/or continuing offenses may be subject to increasing and/or continuing fines until resolved. Any such fines shall be deemed "Additional Rent" as provided for in the Proprietary Lease.
5. Any consent or approval given under these Rules to the Shareholder may be revocable at any time.

### **II. Organization**

6. A volunteer Board, elected by cooperative members, provides a voice and representation in the governance of the property. Rules are determined by the board, providing a flexible means of addressing the issues that arise in the cooperative community. The board also bears fiduciary responsibility for the prudent management of the corporation. It supervises all aspects of operating the building, provides shareholders with certified annual financial statements and establishes an annual budget that enables it to fix the monthly carrying charges known as "maintenance."
7. It is hoped and encouraged that each Shareholder will take a turn serving as a member of the Board.
8. The Board has created committees to concentrate on certain areas of management within the corporation and to assist in making decisions. The Board has the responsibility to create new committees and to appoint members in the best interest of the coop. Committees are assigned projects by the Board and are expected to study the subject in depth and make recommendations to the Board based on their research.

### **III. Support System**

9. The Managing Agent is responsible for the day-to-day operation of the cooperative, supervision of the building staff, collection of carrying charges, payment of bills, and financial record-keeping.
10. The Managing Agent should be contacted regarding carrying charges, leaks or other damage to an apartment, tax deduction information, permission for

- renovations, resale/sublease information, and questions of general administration.
11. The Superintendent is responsible for the maintenance and operation of all building equipment and public space and reviews the work of all contractors in the building.
  12. It is the duty of the Superintendent to provide service to the residents. Tipping for services rendered is not necessary unless the services are beyond the usual scope of assistance. Recognition of faithful and conscientious service is appreciated and will be helpful in retaining deserving employees. Therefore, at the end of the year, Shareholders are encouraged to reward the Superintendent with either a holiday gift or at the time of service.
  13. The Superintendent's apartment is located on the basement floor near the elevator door. The superintendent can be reached by (i) buzzing the doorbell marked "Super" in the vestibule, or (ii) calling his/her mobile number.
  14. The Building retains the professional services of a certified public accountant to perform an annual financial audit of the corporation that is approved by the Board of Directors and distributed to shareholders by the Managing Agent.
  15. Additionally, the Accountant assists the Board and the Managing Agent in preparing the annual budget for approval in November of each year.
  16. To keep all residents informed of developments and information of importance to the cooperative, a bulletin board is located in the lobby. Notices, announcements and information are posted on the bulletin board by the Board, the Superintendent or the Managing Agent.

#### **IV. Safety, Security, Quiet Enjoyment**

17. The public halls and stairways of the apartment may not be obstructed or used for any purpose other than entry to and exit from the apartments, and the fire doors may not be obstructed in any way.
18. Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.
19. Loitering or soliciting is not allowed anywhere in or adjacent to the building and should be immediately reported to the Superintendent or management in order to apprehend a possible intruder. Door-to-door or under-the-door solicitation by outsiders, Shareholders or their guests is not permitted. This includes, but is not limited to, those who may be involved in political campaigns, fund-raising or the sale of products or services.
20. No public hall above the ground floor of the building may be decorated or furnished by any Shareholder in any manner without the prior consent of all the

Shareholders to whose apartments serve as a means of entry and exit; in the event of a disagreement among the Shareholders, the Board shall decide.

21. Nothing may be shaken, hung or thrown from the windows, balconies or doors or placed upon the windowsills of the Building. (Be sure your housekeeping help abides.)
22. Nothing may be placed in any window or other part of the building or attached to, or hung from, the exterior of the building. This includes, but is not limited to, signs, notices, advertisements, illuminations, awnings, external antennas and satellite dishes except such that has been expressly approved by the Board.
23. No pigeons or other birds or animals may be fed from the windowsills, balconies or in the yard, court spaces, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.
24. The Shareholder shall keep the windows of the apartment clean. In case of refusal or neglect by the Shareholder after a ten (10) day notice in writing from the Managing Agent and/or Board to clean the windows, such cleaning shall be done by the Board, which shall have the right, by its officers or authorized agents, to enter the apartment(s) for such purpose and to charge the cost of such cleaning to the Shareholder.
25. No Shareholder shall install any plantings on the roof deck without the prior written approval of the Board. Plantings shall be contained in plastic or terracotta pots, or boxes of wood. They must stand on supports at least two (2) inches from the roof surface. Planters on the roof deck must have suitable drainage and be on the terracotta pavers or have a barrier placed underneath to protect roots from growing out and compromising the integrity of the waterproof membrane protecting the roof deck. Additionally, nothing is to be placed on the white rocks at the periphery of the roof deck. It shall be the responsibility of the Shareholder to maintain all their installations in good condition. Upon notice from the Managing Agent and/or Board, the Shareholder shall remove all such roof deck installations at the Shareholder's expense.
26. All window unit air-conditioners must be supported and mounted by proper and secure braces which are also in good condition. The window and window frame in which the unit will be mounted should also be secure and in good condition. The air conditioner should be braced from underneath with metal brackets, mounting rails or similar supports, or firmly fastened from inside with supporting angles. The metal brackets and angles should be attached to the exterior of the building and be strong enough to support the size and weight of the unit.
27. No bicycles, scooters, or similar vehicles shall be allowed to stand in the public halls, passageways, areas or courts of the Building and on sidewalks.
28. No Shareholder shall permit 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 Shareholders.
29. No Shareholder shall play any musical instrument, operate an amplifier of music, or operate a loud television in their apartment between the hours of 11:00 pm and the following 8:30 am if the same shall disturb other Shareholders in the building.
  30. Unless notice by the Board is given otherwise, eighty (80) percent of the floors of each apartment must be covered by rugs or carpeting or equally effective noise-reducing material, with the exception of kitchens, pantries, bathrooms, closets, and foyers, to reduce the noise to the apartment below.
  31. No group tour or exhibition of any apartment or its contents may be conducted, nor may an auction sale be held in any apartment without the consent of the Board.
  32. Smoking is not permitted in the public areas within the building including the roof and back alley.
  33. Skating and rollerblading are not permitted within the building.
  34. All apartments must have working smoke and carbon monoxide detectors. Although it is the responsibility of the shareholder to maintain or replace these detectors, the cooperative takes fire safety very seriously and maintains its right to inspect the detector in each unit annually for the safety of the building and residents.
  35. No individual washing machine or dryer may be installed in an Apartment.
  36. All residents share an interest in operating the elevators efficiently. Forcibly holding the door open causes unnecessary wear and tear. The cooperation of all residents in this regard is appreciated.
  37. Currently laundry units are in the basement and provided and maintained by the Board for the collective use by all Shareholders. The machines are leased by a third-party and should be used with care. Please be considerate of other people who use the laundry room. Do not leave your clothes in the machines after the cycle has finished. Do not overload the machines. If a machine is not operational, please place a note on the machine indicating so, notify the Superintendent and call the service number on the wall of the laundry room.
  38. Storage units are available to Shareholders for a monthly fee. Only Shareholders in good standing are eligible for renting a unit. Preference will first be given to Shareholders who do not already have a storage unit. Each unit has a key provided by the Superintendent and residents are advised to keep their unit locked. The Corporation will not be liable for the loss of or damage to any articles placed in these units or otherwise. Belongings may not be left out in the open or in other basement areas.
  39. Bicycle hooks are in the basement for storing bicycles and are available to

Shareholders for a monthly fee. Only Shareholders in good standing are eligible for rack rentals. Preference will first be given to Shareholders who do not already have a hook. Bicycles must be stored on your designated hook inside your storage unit (or inside your apartment). They may not be left in the stairwells, as this constitutes a fire hazard and a violation of the Building and Fire Codes of the City of New York. Residents are advised to use a bike lock to keep their bikes locked to the hook. The Corporation will not be liable for the loss of or damage to bicycles placed on the bicycle hooks or otherwise.

#### **V. Maintenance Payments**

40. Maintenance charges are due on the first (1<sup>st</sup>) of each month and shall be paid in a timely manner.
41. A charge is levied against any Shareholder who has not paid monthly maintenance by the fifteenth (15<sup>th</sup>) of the month in which it is due.
42. In the event the shareholder has not paid maintenance charges after thirty (30) days, the shareholder will be considered in default of his/her lease. After sixty (60) days of nonpayment, the Managing Agent is required to notify the holder of the Shareholder's cooperative apartment loan (the lender) of the default. In the event the Shareholder remains in default after ninety (90) days, the Board may institute legal action against the shareholder. In times of personal hardship, a shareholder can speak to the Board to make arrangements for future payments.

#### **VI. Alterations, Renovations, & Repairs**

43. No construction or repair work may be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 am and 4:30 pm. "Noisy work" shall not begin before 10:00 am on work days.
44. For security purposes, the front doors should never be propped open by contractors for any reason (other than for work being done on the front doors themselves).
45. **Written approval from the Board and a signed Alteration Agreement from the Shareholder is required before any alteration or renovation can be made in an apartment**, including (but not limited to): replacement of windows, creation of an opening in an exterior wall, removal of walls; installation or removal of any pipes, wires, fixtures, cabinets, or appliances.
46. Purely cosmetic improvements (painting, wallpapering, refinishing floors) generally do not require Board approval; however, **notice must be given to the Managing Agent and Board, and the Shareholder must sign an Alteration Agreement.**
47. Absolutely no alteration, renovation, or contracting work will be approved by the

Board if the Shareholder is not current on his/her maintenance charges. If the amount of maintenance owed is in dispute, such dispute must be resolved before any work may be approved by the Board.

48. Shareholders are not charged for repairs that are the responsibility of the Building as described in the Proprietary Lease. If the repair is the responsibility of the Shareholder, the cost of parts and labor for repairs performed by staff members or outside contractors hired by the Corporation will be billed back accordingly on the Shareholder's monthly maintenance bill.
49. It is recommended that unless it is an emergency, a written estimate be requested by the Shareholder from Management and there be complete understanding between the Shareholder and the Managing Agent as to who is responsible.
50. All built-ins are considered personal property. If repairs are to be performed on air-conditioning units or inside walls blocked by built-ins, the Shareholder is responsible for the cost of the removal and replacement of built-ins.

## **VII. Keys**

51. Building keys will be distributed by the Board in accordance with the approved list provided by each Shareholder.
52. Roof keys will be distributed by the Superintendent contingent that the Shareholder is in good standing and has signed the Roof Rules.
53. Keys to personal and bike storage rooms will be distributed by the Superintendent.
54. Replacement or additional keys may be purchased from Management.
55. A current set of apartment keys is required to be kept in the basement office to facilitate access in the event of an emergency.

## **VIII. Deliveries and Mail**

56. Large deliveries must be received between 8:30 am and 4:30 pm on weekdays, except holidays. Delivery companies (not including food deliveries and small packages), contractors and movers must use the service entrance on Cabrini Boulevard and elevator from the basement. For security purposes, the front doors should never be propped open for any deliveries.
57. Select deliveries requiring no more than one run of the service elevator may be permitted on Saturday from 10:00 am to 4:30 pm, on a case-by-case basis. The date and description of the item being delivered must be given to the Superintendent at least forty-eight (48) hours in advance to avoid conflicts with other deliveries and must be made through the service entrance on Cabrini Blvd. A Saturday delivery may not be a major one, such as a move in/move out (not permitted on weekends, *see XI. Moving*).

58. All large deliveries by third party vendors must be accompanied by a Certificate of Insurance (COI) prior to delivery and scheduling with the Superintendent. Questions about qualifying deliveries and copies of a COI may be directed to the Managing Agent and/or Board.
59. Any oversized deliveries must be arranged with the Superintendent at least forty-eight (48) hours in advance to avoid conflicts with other deliveries and must be made through the service entrance on Cabrini Blvd. Unless authorized by the Superintendent to accept the delivery into the building, the Superintendent will turn it away.
60. Mail and packages are delivered by the Post Office to boxes located off the rear lobby near the stairs. All such deliveries should be picked up promptly, especially during the holiday season.
61. No deliveries of any hazardous items or any items intended for commercial use will be permitted.
62. The Corporation and/or its employees are not responsible for certified or registered mail, UPS, FedEx and other couriers, messenger deliveries, or other valuables left unattended at the designated mail and package space off the rear lobby near the stairs or outside the door of Shareholder apartments. Such delivery accommodation(s) are at the sole risk of the Shareholder.
63. The Corporation and/or its employees are not responsible for mail, packages or other objects entrusted to the Superintendent by Shareholders, postal workers, UPS or any other entity.
64. The Building has installed and continues to maintain security cameras at the expense of the cooperative for the safety of both persons and property.

## **IX. Garbage**

65. Recyclable materials must be separated by the Shareholder and placed in the proper receptacle in accordance with NYC procedure.
66. A dedicated space is available for unwanted electronic waste such as TVs, monitors, computers, cell phones, keyboards, VCR/DVD players, fax machines, video game consoles, etc. NYC prohibits these items being placed in the trash. A complete list of accepted items is listed on the side of the e-waste bin.
67. The Building provides the opportunity to participate in the NYC Compost Project through the use of the composting container in the basement to collect food scraps, food-soiled paper and yard waste. Please take care in ensuring the tight closing of the lid and direct any questions about participation to the Board or NYC public materials.
68. The Building participates and supports a partnership between NYC and Housing Works and provides a convenient, in-building drop-off service for unwanted and

gently used clothing, shoes, and textiles. The donation bin is available in the basement for regular collection and donations and should be treated with care at all times.

69. The compactor chute in each hallway leads to the garbage compactor in the basement. The chute only accepts small sealed garbage bags, not recyclable items or items that create special hazards for the Superintendent. These items include broken glass, sharp metal and chemicals, and other dangerous and messy items. Those must be taken directly to the basement. When placing bags in the chute, make sure they do not remain sitting in the chute door. Recyclables as required by city law and items such as compostable waste must be taken down to the basement.
70. Bulk items or extraordinary quantities of trash which cannot be disposed of through the compactor chute should be brought down to the basement and disposed of in the proper receptacles. Trash must not be left in the compactor room or common areas. It is the responsibility of the Shareholder to make disposal arrangements and seek guidance from the Superintendent and/or Board where proper action is not clear.
71. Corrugated cardboard boxes should be broken down and flattened and placed neatly in the trash room. Large or oversized corrugated cardboard boxes (broken down, if possible) should be taken down to the basement and deposited near the recycling.
72. Shareholders are responsible for instructing guests, tenants, and housekeeping help about proper garbage and recycling procedures.
73. Carefully review all wall signage concerning proper recycling procedures, as they are NYC regulated and subject to change.

#### **X. Transfers, Sublets and Refinancing**

74. Shareholders are prohibited from subletting their apartment without the prior written consent of the Board. Please refer to the current Sublet Policy for additional rules and fees (including a non-refundable monthly sublet fee, and a refundable sublet moving deposit).
75. Written approval from the Board is required for all resales and refinancing.
76. A resale fee (Flip Tax) will be collected by the Building from the Shareholder upon the sale of the Shareholders' shares to a third party. Please refer to the Purchase Application for additional rules and fees (including non-refundable buyer fee, administrative and processing fees, and refundable moving deposit).

#### **XI. Moving**

77. All moves (including delivery of furniture associated with moving) must be

conducted between the hours of 8:30 am and 4:30 pm Monday through Friday (not on weekends or legal holidays).

78. The Managing Agent and the Superintendent must be notified of any moves at least three (3) days in advance. This includes any furniture deliveries, to ensure proper padding of the elevator, etc.
79. All moves should take place using the service entrance (Cabrini side) and elevator from the basement. For security purposes, the front doors should never be propped open for moving (or otherwise).
80. It is suggested that you speak with the Superintendent prior to any moving of oversized pieces (e.g., a sofa) to make sure it will fit in the elevator. It is also suggested that you inform your moving company of the required use of the service entrance and elevator from the basement.
81. Moving companies must be properly insured and provide evidence of properly endorsed policies naming the Corporation and the Managing Agent as additional insureds with primary coverage; a Certification of Insurance (COI) must be obtained where necessary, prior to any scheduled moving.
82. All refuse generated as a result of a move must be disposed of properly by movers and Shareholders/Tenants. Packing cases and cartons are not to be left in the compactor room, basement, garden or sidewalk. Arrangements for bulk disposal must be made in advance with the Superintendent.

## **XII. Pets**

83. No pet may be kept in the Building without the prior written consent of the Board. Upon written consent from the Board, legal domestic pets (as defined by NYC law) may be permitted on a case-by-case basis.
84. If a pet owner wishes to use the elevator, the owner must first ask other Shareholders and guests in the elevator if riding the elevator with his/her pet will bother the occupants. If there is no objection, the pet owner may ride the elevator with the other occupants. However, if any of the occupants in the elevator objects, the pet owner must wait to use the elevator.
85. Dogs must be kept on leashes at all times within the Building's public areas.
86. Pets are not allowed on the roof.
87. Owners must refrain from allowing their dogs to relieve themselves on the building, trees, planters or walls. Strict adherence to New York City's "pet clean-up law" is required.
88. Cat litter is not to be disposed of via plumbing facilities. Shareholders should take properly contained cat litter down to the basement and deposit in the trash receptacles.

### **XIII. Responsibilities: Management, Corporation, and Superintendent/Staff**

89. The Corporation is responsible for maintaining the building structure, standard building equipment, common areas, roof, elevators, original windows and skylights, principal water/gas/steam pipes, drain pipes, electrical conduits, radiators, and the front door audio/video release system.
90. Shareholders bear full responsibility for maintenance of apartment interior. The law requires that the apartment must be kept clean and in good condition. It must be properly painted and plastered. Shareholders may also be responsible for damage caused to other apartments including leakage or overflow of water or gas from any pipe, basin, tub, or other equipment within the apartment.
91. It is imperative that the Superintendent has access to all apartments in the event of an emergency. Failure to provide the Superintendent with keys may subject the resident to additional liability due to damage done while gaining access.
92. All Shareholder requests for maintenance or repair should be directed to the Managing Agent and Superintendent who will complete a request documenting the date, the scope of the work, time frame, and potential associated costs, and party responsible for billing.
93. Should the resident's request for maintenance or repair be an emergency situation, immediately contact the Superintendent and Management.
94. Superintendent may at his/her own discretion and in agreement with a Shareholder make reasonable and minor repairs such as hanging pictures or mirrors, minor repairs to faucets or drains, appliances, electrical or plumbing within the knowledge and skill of the Superintendent. The Superintendent will log detailed information regarding the work to be done, along with the date and completion status.
95. If the Superintendent wishes to work as an independent contractor (or "Sub-contractor") for a shareholder, sponsor, or resident, the Superintendent is required to provide the shareholder/resident/sponsor with a detailed written estimate of proposal to include all work to be performed and the final cost. All work must be performed outside of the Superintendent's scheduled work hours. All supplies, materials, and tools used to perform such work must be supplied by the Superintendent. The Corporation is not responsible for the quality of the work or any damage that might be caused by staff members and Superintendent when hired privately during off-hours and beyond the scope of the reasonable duties of the Superintendent. Outside contractor rules apply and it is recommended that a written agreement of fees and scope of work be completed for the avoidance of any confusion and the preservation of relations between Shareholders and Superintendent/Staff.
96. To avoid confusion about responsibilities please contact the Managing Agent and

Board prior to commencement of any work and agreement.

**XIV. Addenda - available at [854fortview.com](http://854fortview.com):**

- 97. Certificate of Insurance
- 98. Alteration Agreement
- 99. Roof Rules
- 100. Sublet Policy
- 101. Proprietary Lease