

# HOUSE RULES

Effective April, 2018

## **THESE HOUSE RULES SUPERCEDE ALL PREVIOUS HOUSE RULES**

### **General**

In addition to the provisions contained in the Proprietary Lease of the Corporation, the following House Rules shall govern and apply to all Shareholders, their Subtenants, residents, guests, and employees. Breach of a House Rule may be considered a default under the Proprietary Lease. The Board of Directors may, from time to time, adopt and amend reasonable house rules with respect to the premises owned or leased by the Corporation as it may deem necessary for the health, welfare, safety, security, and quality of life of the Shareholders and Subtenants. Copies thereof and changes therein shall be furnished to each Shareholder and Tenant. Except as otherwise provided herein, the Board of Directors may, at its discretion, delegate its authority to the Property Manager or the building superintendent and staff, giving them full authority and responsibility to implement and enforce these House Rules on its behalf. A copy of the House Rules must be included and made a part of all sales contracts and leases of all apartments of the Corporation.

In the event of conflict between these House Rules and Proprietary Lease and/or Bylaws, the Proprietary Lease and Bylaws govern.

The masculine pronoun, wherever used in these Rules, includes **all** persons, male and female.

### **1. Shareholder and Subtenant Responsibilities: General**

- a) A Shareholder or Subtenant shall not use or permit the use of his apartment in any manner that would be disturbing or a nuisance to other Shareholders or Subtenants, or in such a way as to be injurious to the reputation of the Corporation.
- b) No Shareholder or Subtenant shall do or permit any disturbing activities in the Building, or do or permit anything to be done therein, which will interfere with the rights, safety, or quality of life of the other Shareholders and Subtenants.
- c) Each Shareholder or Subtenant shall keep his apartment in good state of preservation and cleanliness, so as not to create a fire or health hazard. Shareholders and Subtenants shall not sweep or throw or permit to be swept or thrown from the doors, balconies, terraces, or windows any dust, trash, or other substances.
- d) Shareholders and Subtenants shall not cause or permit any unusual or objectionable noises or odors, such as would be injurious to the health or quality of life of your neighbors, to be produced or to emanate from their apartments, or from any balcony or terrace thereto.
- e) Shareholders, Subtenants, agents, servants, employees, guests, licensees, etc., shall not, at any time, bring into or keep in their apartments any flammable,

combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of the apartment.

### **Shareholder and Subtenant Responsibilities: Noise**

The Board's experience is that noise complaints are the largest problems encountered in the course of attempting to govern the Building, and the biggest source of unhappiness and animosity among its residents. Shareholders and Subtenants are requested to remember that their floors are their neighbors' ceilings, and that their walls are also their neighbors' walls.

Our residents are also requested, however, to remember that their neighbors are going to make some reasonable amount of noise in the course of living their lives, and that we all have to tolerate some noise in living in a multiple dwelling building.

- a) No Shareholder or Subtenant shall make any disturbing noises in the Building, or permit such noises to be made therein, which will interfere with the rights, comforts, or quality of life of other Shareholders or Subtenants.
- b) No Shareholder or Subtenant shall play (or permit to be played) any musical instrument, or operate (or permit to be operated) a radio, television, loudspeaker, or other sound amplifying device in any apartment between 10:00 p.m. and 8:00 a.m., if the same shall unreasonably disturb or annoy other occupants of the Building. In no event shall anyone practice either vocal or instrumental music between the hours of 10:00 p.m. and 8:00 a.m.
- c) No Shareholder or shall use or permit to be used any large mechanical exercise equipment, such as a stationary bicycle, treadmill, etc., or to allow exercise weights to drop to their floors, in any apartment between 10:00 p.m. and 8:00 a.m. if the same shall unreasonably disturb or annoy other occupants of the Building. It is strongly recommended that anyone wishing to use any such exercise equipment or weights install noise-absorbing padding specially designed for this purpose.
- d) It is recommended that any Shareholder or Subtenant planning an activity that will produce an unusual amount of noise, such as a party, let his neighbors know in advance, so that they can plan accordingly. Furthermore, any party expected to be especially loud and/or late should be held in a restaurant or other suitable venue.

### **3. Floor Covering**

The point of these rules concerning carpeting is to allow the residents of the beneath you the "quiet enjoyment" of their homes that is mandated by New York State law. Please be aware that, due to the construction of the Building, noise transference is a frequent problem. You should also be aware that if your neighbor is subjected to excessive noise, he may be in a position to take legal action against both you and the Corporation for damages under New York State law, and you should know that in previous suits, the plaintiff has nearly always won.

- a) Unless expressly exempted in writing by the Board of in a special case, all apartments that are transferred, purchased, or sublet after June 1998, must have

100% of all floor areas (except kitchens and bathrooms) covered with wall-to-wall tacked-down carpeting, installed over padding of at least one-half (1/2) inch in depth. All apartments will be inspected for compliance with this requirement before a new Shareholder or Subtenant is permitted to move in.

b) All apartments that were transferred, purchased, or sublet before June 1, 1998, are required to have 80% of the apartment's floor space (except kitchens and bathrooms) covered by carpeting laid over padding of at least one-half (1/2) inch in depth. This carpeted area must include hallways and all other traffic zones. In studio apartments, the area that may be considered "kitchen" for carpeting purposes is three (3) feet of the floor adjacent the appliances and counter.

c) The Board reserves the right to require any pre-1998 Shareholder or Subtenant who receives repeated complaints from his neighbors to install carpeting based on the post-1998 rule.

#### **4. Fines for Infractions of House Rules**

a) In an effort to uphold the quality of life for residents of the Gentry, any Shareholder or Subtenant who violates a House Rule will first be notified of his violation in writi.ng.

b) Failure to correct the violation within the time specified in the written notices, or subsequent infraction within a twelve-month period of the initial violation, will result in a \$50.00 fine being levied

c) If a third infraction of the same House Rule occurs within a twelve-month of the initial violation, a \$100.00 fine will be levied,

d) After a third infraction, the matter will be referred to the Corporation's lawyer for legal action, and all legal fees will be payable by the offending Shareholder.

e) All fines will be added to the offending Shareholder's monthly maintenance bill, and said fines be subject to late fees of \$50.00 month if not paid on time.

f) Any recipient of a fine may request review by the Board of Directors by writing to the Property Manager stating why he believes his activity or situation was not an infraction of the House Rule.

g) Please note that ignorance of the Rules will not be considered as an excuse,

#### **5..Complaints**

a) In an effort to create a documented history, complaints regarding noise, or conditions in the Building must be made in writing and addressed to the Property Manager. Complaints sent via e-mail will be acceptable. All complaints be kept on file by the Property Manager.

#### **6. Air Conditioners**

a) Air conditioners shall be permitted, provided they are of a type designed for use in the apartment, and provided they meet all electrical, fire and safety regulations.

- b) It is strongly recommended that the residents NOT leave air conditioners operating while they are not in their apartments, as experience has shown that unsupervised air conditioners present a potential fire hazard. Do remember that you will be financially responsible for any damage caused by your equipment
- c) Air conditioners are NOT permitted in the windows. Air conditioners must be placed only in the wall sleeves provided, must be properly installed, must not create any hazard, and must not mar the overall appearance of the Building. This air conditioner policy exists for a reason. The building was designed with air conditioner sleeves in order to make air conditioner installations safer and less noticeable. Any Shareholder or Subtenant in violation of the rules regarding use of air conditioners will first be notified in writing. If the violation is not corrected, the Shareholder will be subject to the fines set forth in Rule 4.
- d) All air conditioners must be properly maintained, and of proper size to fit the sleeve, or should be properly fitted to the sleeve, if any water, fire, or other damage occurs in the apartment, or any apartments above, below, or adjacent to the apartment, including walls and window sills, as a result of a poorly maintained or improperly fitted air conditioning unit, the cost of repairing those damages shall be the responsibility of the Shareholder owning the apartment where the damage-causing air conditioner was located, and NOT the responsibility of the Gentry Tenants Corporation.
- e) Such damage is not subject to fine; the Shareholder will simply be billed for the cost of any and all repairs. Failure to correct the condition that caused the damage will subject the Shareholder to fines set forth in Rule 4.
- f) No dogs or large, loud birds shall be permitted, kept, or harbored in an apartment or common areas of the Building unless the same, in each instance, shall have been pre-approved and expressly permitted by the Board of Directors in writing, and such consent, if given, shall be revocable by the Board at its sole discretion at any time.
- g) The Board of Directors may disallow the presence of **any** pet as it deems necessary for the health, welfare, safety, security, and quality of life of the Shareholders and Subtenants. Such action will only follow written notice and fines as outlined in Rule 4. It will also require the vote of two thirds of the Board, so that no one may be arbitrarily deprived of his pet,
- h) In order to minimize the accumulation of animal droppings and other hazards, no birds, cats, dogs, or other animals shall be fed from window sills, ledges, or public or common areas of the Building, including the sidewalks or streets to the Building, or any of the other areas adjoining the Building. No bird feeders are permitted in any portion or area of the apartments or Building.

## **8. Moving Into and Out of the Gentry**

Please see the Move In/Move Out Procedures on Page 26,

## **9. Payment of Monthly Maintenance**

- b) Your monthly maintenance fees are used to pay all operating expenses, and are therefore the lifeblood of the Building. Payment is due on the first day of each month.
- c) An administrative fee of \$50.00 will be charged on all payments not received by Property Manager by the 10th day of each month. If the maintenance fee is not paid by the 10th day of the month, an additional fee of \$100.00 will be charged. If the account remains unpaid a third month. The additional charge will be \$150.00.
- d) After three months of nonpayment, the account will be referred to the Corporation's lawyer for legal action, possibly resulting in eviction proceedings, and all legal fees will be paid by the Shareholder.

## **10. Co-op Owners' Insurance**

- a) It is strongly recommended that Shareholders have Co-op Owners' Insurance.

## **11. Interference with Access to or Egress from the Building or Apartments**

- a) Any blockage of entrances, exits, stairwells, lobbies, elevators, etc., may constitute a fire violation and/or safety hazard, and may subject a Shareholder or Subtenant to fines as outlined in Rule 4, or the punishment prescribed by law.
- b) No vehicles, including but not limited to, bicycles, shopping carts, baby carriages, wheel chairs, etc., belonging to a Shareholder, Subtenant, family member, guest, employee, etc., shall be stored, or left even temporarily, in such manner as to impede or prevent easy access to any entrance to or exit from the Building or any apartment in the Building.

## **12. Access to Apartments**

- a) It is strongly recommended that every Shareholder or Subtenant deliver a copy of his apartment keys to the Superintendent for use in emergency situations. These keys are kept in the Building Office, in a locked cabinet, and coded (rather than marked your apartment number) for your protection.
- b) If the Shareholder or Subtenant is not personally present to open and permit entry to his apartment at any time that entry is necessary or permissible under these House Rules or under the Corporation Bylaws, or in an emergency, and the Resident has not furnished a key to the Superintendent, the Property Manager, or other responsible representative of the Corporation may forcibly enter such apartment without liability for damages or trespass by reason thereof (if during such entry care is given to such Shareholder's or Subtenant's property).
- c) Any charges incurred in entering the or of any property damaged altering apartment, will be the responsibility of the Shareholder or Subtenant who did not provide a copy of his apartment key to Superintendent.

## **13. Security**

- a) No person or persons shall be permitted to enter the Building without being properly identified and having good reason to enter the Building. For the safety

of yourself and your neighbors, do not simply release the door lock via your intercom without knowing who is at the door.

b) Any individual seen in the Building who cannot satisfactorily identify himself or the reason he is in the Building, must be reported to the staff and/or police without delay.

#### **14. Structural Alterations and Repairs**

a) All structural alterations require the submission of a Capital Improvement Form. This form must be submitted to the Property Manager for approval by the Board of Directors at least thirty (30) days prior to commencement of any work, except in the event of work necessitated by an emergency. Violators will be forced to shut down all work until approval is granted by the Property Manager.

b) Please note that any work involving the walls, doors, or ceilings (including tile work) must be discussed with the Managing Agent, who will decide whether or not the work requires the filing of a Capital Improvement Form.

c) All work must be done by licensed and insured contractors. All contractors must submit to the Property Manager proof of liability insurance and workman's compensation, if applicable. All electricians and plumbers must also submit proof of valid license.

d) Moreover, no person shall arrange to turn off water, electricity, or any other necessary service, without prior written 48-hour notification to the Property Manager. Notices of any shutdown of services, posted in the hallways by the Property Manager, shall inform all affected Residents.

e) Any necessary Village-approved permits and certificates of occupancy must also be submitted.

f) Any structural alterations found to have been done without prior approval be subject to a \$250 fine.

g) No construction or repair work, or other installation involving noise, shall be conducted in any apartment except Monday through Friday (excluding all legal holidays) between the hours of 8:00 a.m. and 6:00 p.m., unless such construction or repair work is necessitated by an emergency, and prior approval has been obtained from the Board of Directors. Work may also be done on Saturday from 9:00 a.m. to 5:00 p.m. with prior approval by the Board of Directors. Violations of these time restrictions will be subject to fines, as set forth in Rule 4.

h) Neighbors above, below, and to the sides must be notified at two days prior to commencement of work.

i) Contractors are responsible for cleaning up each day they work, if any common area is affected by their debris; the Village of Tuckahoe will not pick up any contractor debris.

j) If any contractor debris is left on site, a fine of \$50.00 will be charged the first day, and \$100.00 day for each subsequent violation; no written warning will be issued in this case.

## **15. Damage Caused by Structural Alterations and Repairs**

a) If a Shareholder, Subtenant, or subcontractor thereof renovates or repairs an apartment, and that renovation or repair is later found to cause damage to his apartment, neighboring apartments, or common areas of the building, the cost of repairing those damages will be the responsibility of the Shareholder owning the apartment where the damage-causing alterations originated, and not the responsibility of the Corporation. This situation is not subject to a fine; the Shareholder will simply be billed for the cost of any and all repairs.

b) Furthermore, if the damage-causing alterations were performed by a previous Shareholder, Subtenant, or subcontractor thereof, the Shareholder who currently owns the apartment in which the damage-causing alterations originated will be liable for all repairs.

## **16. Common Areas: General**

a) In order to keep the Building and grounds as safe and as undamaged possible, sidewalks, entrances, passages, public halls, elevators, vestibules, lobbies, corridors, stairwells and parking areas of or adjoining the Building shall not be obstructed, littered, defaced or misused in any manner, or used for any other purpose than ingress to and egress from the apartments or buildings.

b) No articles, including but not limited to bicycles baby carriages, shopping, laundry carts, boxes, cartons, garbage cans, trash bags, bottles, mats, umbrellas, shoes, boots, etc., shall be placed in any of the halls, stairwells, or any of the other common areas of the Building, except designated areas.

c) Nothing shall be hung or shaken from any doors, windows, or open areas of the Building, or placed upon the outside window sills of any apartment or common areas of the building.

## **17. Common Areas: Alcoholic Beverages**

No drinking of alcoholic beverages is permitted in the common areas of the building.

## **18. Common Areas: Children**

a) Children shall not play in the public halls, stairways, elevators, parking lots, or other common areas, and shall absolutely not be permitted on the roof.

b) Any Shareholder or Subtenant shall be held responsible for any injury or damage to property caused by his children, or those of his family members, guests, or employees,

## **19. Common Areas: Elevators**

The elevators shall be operated for the convenience and utility of the Building's residents and other authorized users, and there shall be no interference whatever with same by Shareholders or Subtenants, members of their families, their guests, or employees.

## **20. Common Areas: Painting, Decorating, or Planting**

a) No public hall, elevator, or vestibule of the Building shall be painted, decorated, or furnished in any manner by any individual Shareholder or Subtenant.

- b) No Shareholder or Subtenant shall paint the exterior surfaces of windows or doors opening out of his apartment. This includes the painting or of any signs, notices, advertisement, or illumination.
- c) No Shareholder or Subtenant shall install, move: remove, add, or otherwise change any exterior painting or landscaping in the common areas.
- d) No Shareholder or Subtenant shall keep a doormat outside his apartment door, as this is a fire violation.

## **21. Common Areas: Parking Areas**

- a) The speed limit in all parking areas is 10 m.p.h.
- b) No playing is permitted in any parking area or other common area.
- c) No repairs, washing, oil changes, or any other maintenance of cars, trucks, motorcycles, or any other type of vehicle are permitted on or in any portion of the premises.
- d) All vehicles parking on the premises must be registered with the Property Manager, be in good repair, and possess appropriate and current registrations and license plates. Non-operating disabled, unregistered, or abandoned vehicles are not allowed on the premises, and will be removed at the owner's risk and expense.
- e) No vehicle belonging to a Shareholder or Subtenant, or to a member of his family, guest, or employee shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the building by another vehicle. Nor shall any vehicle be parked in another resident's assigned space, or in the areas designated as no-parking zones.
- f) The Loading Zone/Delivery Area is NOT a parking area, and should be used only for unloading, loading, and deliveries. There is a fifteen-minute maximum time limit for use of the Loading Area except by prearrangement with the Building staff when a Shareholder or Subtenant is moving in or out of the Building, or receiving delivery of a large item requiring the use of a handcart.
- h) The Building Staff is provided with forms with which to ticket any vehicle in violation of the House Rules concerning parking, and copies of any tickets issued will be kept on file.
- i) Additionally, any vehicle found to be in violation of any of the House Rules concerning parking may be removed at the owner's expense and the Corporation or its Agent assumes no responsibility for loss or damage the vehicle as a result of this action.,

## **22. Common Areas; Recreation**

- a) In order to keep the Building and grounds as safe and as unspoiled as possible, no Shareholder, Subtenant, guest, employee, or anyone else shall be permitted to play or loiter in the entrances, passages, halls, lobby, elevator, vestibules, stairwells, roof, laundry rooms, parking lot, or other common areas. Nor shall such areas be used for recreation purposes including, but not limited to, ball playing, jumping rope, or other activities which may create a nuisance, fire hazard, damage to the property.



b) Skating, roller-blading, skateboarding, and riding of bicycles, scooters, velocipedes or similar vehicles is not permitted in hallways, on sidewalks, or on landscaped or grassy areas.

### **23. Common Areas: The Roof**

a) No one is permitted on the roof other than in case of emergency. Roof doors are to be kept closed at all times.

### **23. Common Areas: Smoking**

a) NO smoking is permitted in any common area, including elevators and all and exits of the Building at any time, not only for health reasons, but also for fire safety and insurance reasons.

### **24. Fire, Smoke, Gas, and Other Emergencies**

PLEASE NOTE that fire can spread faster than most of us imagine; NEVER HESITATE to call for help in the presence of fire or smoke.

a) Anyone who discovers a fire, no matter how small, or smells or sees signs of smoke, or any other condition which might be dangerous to the Building or its occupants must call the Fire Department and then notify the Superintendent immediately.

b) By law, all apartments must have a working smoke detector. Also, it is strongly recommended that all occupants have a carbon monoxide monitor, and a working fire extinguisher.

c) Per "Amanda's Law", February 22, 2010, all landlords and owners are to install and pay for carbon monoxide detectors. It is recommended to install one detector on the lowest level having a sleeping room.

### **26. Employees of the Corporation**

a) No employee of the Corporation shall be requested to perform any errands or duties which are not directly related his duties as an employee of the Corporation during his regular working hours.

b) Shareholders and Subtenants are welcome to arrange with the Gentry's employees to provide services outside the hours that they are on duty in the Building. Such arrangements will NOT be within the responsibility of the Corporation or its Board of Directors.

### **27. Garbage Disposal, Compactors, and Recycling**

Please see the information on Pages 27-28.

### **28. Plumbing**

a) All plumbing and tile work in any apartment must be kept in good repair; the costs of repairing any damages from floods or leaks will be the responsibility of the Shareholder owning the apartment where the damage-causing flood or leak originated.

b) In order to avoid floods and water damage, toilets, showers, tubs, 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, cat litter, rags, paper towels, feminine

hygiene products, houseplant soil, houseplant leaves, contraceptives, or any other articles be thrown in the toilets.

c) The cost of removing foreign objects, or repairing any damage resulting from misuse of any toilet or other water apparatus, shall be paid by the Shareholder in whose apartment it shall have been caused.

d) All alterations, including plumbing, require the submission of a Capital Improvement Form; see Rule 14.

e) Shareholders and Subtenants are not allowed to install private washing machines or under-sink disposal units. Any Shareholder or Subtenant found to have violated this House Rule will be subject to a \$500.00 fine.

f) PLEASE NOTE: The Corporation has determined that it will be responsible for some minor plumbing repairs, such as snaking drains and fixing dripping taps. Please check with the Managing Agent if you have work that needs to be done.

### **29. Water Beds, Fish Tanks, and Other Large Water Containers**

a) Any water-filled furnishings other than bathtubs shall not exceed a 50-gallon capacity, and waterbeds are strictly prohibited. Anyone wishing to understand the reason for this rule will be asked to speak to the resident whose ceiling collapsed on her after a brand new 110-gallon fish tank burst in the unit above her.

### **30. Home Offices**

a) In the event that any apartment is used for home business purposes that are permitted by law, in no event shall any patients, clients, or other persons be allowed to wait in any lobby, public hallway, or vestibule of the Building.

### **31. Corporation Insurance**

a) Nothing shall be done or kept in any apartment or in the common areas of the Building that will increase the rate of insurance of the Building or contents thereof without the prior, written consent of the Board of Directors.

b) No Shareholder or Subtenant shall permit anything to be done or kept in his apartment or in the common areas that will result in the cancellation of insurance on the Building, or which would be in violation of the law.

### **32. Inspection of Apartments**

a) Any agent of the Board of Directors or the Property Manager, or any employee of the Corporation, and any contractor or workman authorized by the Board or the Property Manager, may enter any room or apartment at any reasonable hour of the day, on at least two (2) days' prior notice to Shareholder or Subtenant, for the purpose of inspecting such apartment for any violation House Rules or Bylaws. Such inspections shall not be made without confirmation that notice has been received and understood by the Shareholder or Subtenant.

b) In the event of an emergency, such as water or gas leak, fire, or other condition which threatens life or human safety, or which may result in damage to the Building's common areas or to any other apartment, the Board of Directors, the Property Manager, or

building Superintendent may enter an apartment without prior notice to the Shareholder or Subtenant.

### **33. Entrustment of Keys to 'Others'**

a) If any key or keys are entrusted by a Shareholder or Subtenant, or by any member of his family, or by his agent, servant, employee, licensee, or visitor to an employee of the Corporation or of the Property Manager thereof, whether for such Shareholder's or Subtenant's apartment or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Shareholder or Subtenant, and neither the Board nor the Property Manager thereof shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting from or connected therewith.

### **34. Laundry Rooms**

a) Residents using the laundry are requested to show some consideration for their neighbors, and refrain from monopolizing the machines. Additionally, if you are at home during the day, please do your laundry then, so that your neighbors who work may do theirs during evenings and weekends,

b) The laundry rooms, one on each floor, are equipped with washers and dryers and are available for use by all residents of the Building between the hours of 8:00 a.m. and 10:00 p.m. Please note that this rule is enforced by timers that shut off electricity to the appliances, so plan ahead.

c) Non-resident family members, guests, or neighbors are not permitted to use these facilities, since they are provided for the benefit of The Gentry's Shareholders and Subtenants.

d) Because these machines are available for the residents' use, and because the plumbing system would be strained by additional machines, Shareholders and Subtenants are not allowed to install private washing machines in their apartments. Any Shareholder or Subtenant found to have violated this House Rule be subject a \$500.00 fine.

e) Shareholders and Subtenants shall use these facilities according to the instructions noted on the machines, and shall use them only for the purposes designated, and in such a manner as not to abuse them by overloading or damaging them in way. Shareholders and Subtenants must leave the facilities in reasonably good order, clean of soap, detergents, and lint, in consideration of other Shareholders and Subtenants.

f) Out of consideration for your neighbors please take your wash out of the machines in a timely manner. (Set a kitchen timer to remind yourself.) Clothing and other articles left in the washers or dryers, or in the laundry rooms unattended, are left at the Resident's own risk and the Board of Directors, Building Staff, and the Property Manager assume no responsibility for loss, theft, or damage to such items.

g) NO items of any kind shall be hung to dry in the laundry room, nor dried or aired on the roof or in any other common areas of the Building, nor out of apartment windows, on balconies or terraces, etc.

### **35. Delivery or Removal of Large Items**

a) No wheeled dollies or hand trucks are to be used in the Building's lobbies, in order to avoid damage to our front doors and common spaces. You **MUST** direct delivery people to the Service Entrance on the south side of the Building; failure to do so is an offense which will incur a fine (see Rule 4.)

b) All large items requiring two or more persons to handle, or requiring hand trucks or dollies to move (including but not limited to furniture, appliances, or trunks, must be taken in or out of the Building in a padded elevator and through the delivery entrance, Proper protective padding must be installed by the Superintendent, who must be given at least 48 hours' notice of such moves.

c) All large items that require the elevators to be padded must be delivered or removed Monday through Friday (except legal holidays) between the hours of 9:00 a.m. and 6:00 p.m., and on Saturday between the hours of 8:00 a.m. and 4:00 p.m.

d) The Shareholder or Subtenant shall be responsible for all damage-incurred to the public halls, doors, or other common areas of the Building as the result of such deliveries or removals.

### **36. Electrical Equipment**

a) All radio, television, electrical stoves, or any other electrical equipment of any kind or nature used in any apartment shall comply fully with all of the rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters, and of all public authorities having jurisdiction. The Shareholder shall be liable for any damage or injury by any such equipment in his apartment.

b) ALL Shareholders and Subtenants must take care not to overload the wiring of any apartment; the Shareholder shall be liable for any damage or injury caused by such misuse.

c) A licensed electrician must perform all electrical work done in any apartment.

d) No radio or television antennae shall be erected on the exterior of apartments, such as from any window. No satellite dishes or discs of any kind shall be permitted.

e) No Shareholder or Subtenant shall operate (or permit to be operated) a radio, television, loudspeaker, or sound-amplifying device in any apartment between 10:00 p.m. and 8:00 a.m., if the same shall unreasonably disturb or annoy other occupants of the Building.

### **37. Balconies and Terraces**

a) Due to the fire hazard involved, no cooking of any kind is permitted on the balconies and terraces; no barbecues, hibachis, etc., are permitted.

b) Shareholders and Subtenants shall not sweep or throw (or permit to be swept or thrown) any dirt, trash, or other substances from the balconies or terraces.

c) No furniture or any other item is to extend above or hang over the sides of the balconies and

- d) All items kept on the balconies and terraces are to be substantial enough or fastened firmly enough so as not to present a hazard under windy conditions.
- e) Any sun umbrellas must be taken down at sunset, and not left protruding above the level of the sides of the balconies and terraces.
- f) In order to protect the structural integrity of the balconies and terraces, no carpeting is permitted on them, as such carpeting retains moisture to a damaging degree..
- g) Plants shall be grown in containers lined with metal or other materials impervious to dampness, and standing on supports that lift them away from the terrace surface; they also need to stand away from the wall of the Building in order to protect the brickwork from damage. Weep holes shall be provided in the boxes to draw off water.
- h) It shall be the responsibility of the Shareholder or Subtenant to maintain any planting containers in good condition, and the weep holes in operating condition. Shareholder or Subtenant shall pay the cost of any repairs for damage caused by plantings.

### **38. Bicycle Room**

- a) Residents (and only residents) may store their bicycles and other wheeled vehicles in the Bicycle Room. A key to the Bicycle Room will be provided, and a monthly fee of \$5.00 per bicycle, and \$2.50 for each additional bicycle, will be added to the maintenance bill of the Resident's apartment,
- b) Every bicycle stored in this room MUST be properly identified with its owner's name and apartment number (we suggest that you add it to your bike lock). Any untagged bicycle will be considered abandoned, and disposed of.

### **39. Subletting of Apartments**

Please see the information regarding subletting of apartments on Page 29,

### **40. Group Tours, Open Houses, Etc.**

- a) No 'Open House' viewing of any apartment shall take place without the consent of the Board of Directors, as such events allow indiscriminate access to the Building's common areas, infringing on the safety, privacy, and security of its residents. And under NO circumstances is any such House' viewing to be advertised by a sign on the street, inviting any passersby to ring for admission into the Building.
- b) No group tour or other exhibition of any apartment or its contents in any manner whatsoever shall be conducted without the consent of the Board.
- c) No auction sale may be held in any apartment without the consent of the Board.

### **41. Occupants Other Than the Shareholder or Subtenant**

- a) For the safety and security of its residents, the Corporation needs to know who is occupying the apartments in the Building. Any apartment may be occupied from time to time by guests of the Resident for a period not to exceed thirty (30) days in any calendar year, unless a longer period is approved in writing by the Board of Directors.
- b) No guest(s) may occupy the apartment in the absence of any adult Shareholder or Subtenant, unless approved in writing by the Board.

c) Please inform the Property Manager in writing (email is acceptable) if permission is needed for either of these situations. Permission will almost invariably be granted, as the Board is really interested only in knowing who occupies the Corporation's premises. Once granted, however, permission may be revoked if the guest(s) are unwilling to abide by the House Rules.

d) Anyone becoming a permanent resident of an apartment, other than a spouse or child, must be interviewed and approved by the Board, and his name added to the Proprietary Lease of the apartment.

#### **42. Amendments and Repeals**

Any consent or approval given under these House Rules may be added to, amended, or repealed at any time by resolution of the Board of Directors.

## **MOVE IN/MOVE OUT PROCEDURES**

1. Moving is permitted only Monday through Friday (except all legal holidays) between the hours of 9:00 a.m. and 6:00 p.m., and on Saturday between the hours of 8:00 a.m. and 4:00 p.m. This is in keeping with the procedures of most buildings, and the time restrictions are there for a reason: most people are either leaving for work in the morning or returning in the evening, and we cannot afford to have one elevator out of service. Sunday and holiday moves are NOT permitted. Any exceptions to this policy must be preapproved in writing by the Board of Directors.
2. All moves must be made through the Service Entrance, on the south (parking lot) side of the Building, in order to prevent damage to the main doors and lobbies
3. Shareholders or Subtenants must schedule all moves, in or out, with the Superintendent at least 48 hours in advance. He will take an elevator out of general service for your use, install elevator padding, and provide a ramp for moves on the Fairview side of the Building.
4. A deposit of \$400.00 must be paid to the Property Manager to cover possible damages to common areas of the building. The deposit will be returned to the Shareholder after the move, if it has been determined that no damage has occurred. In the event damage has occurred, the cost of repair will be deducted from the deposit.
5. The move-in deposits of Subtenants will be held until they have moved out of the Building. This practice was established in recognition of the fact that such Subtenants have less interest in the long-term welfare of the Building, and that the Building has fewer options for remedy if the Subtenant moves out without notice; doing damage in the process.
6. Shareholders or Subtenants shall be held liable for all damage to doors, public hallways, elevators, and any of the common areas of the Building, and the cost of any necessary repairs shall be deducted from the moving deposit. If damages exceed the \$400.00 deposit, said amount will be added to the Shareholder's maintenance bill.
7. No Shareholder or Subtenant will be allowed to move in boxes or furniture, paint, or occupy an apartment until he has been interviewed and officially approved by the Board of Directors, and the Superintendent and the Property Manager have been duly notified of such approval. Any attempt to move either possessions or people into an apartment prior to Board approval will be in direct violation of these House Rules and will jeopardize the pending sale or sublet. Any exceptions to this policy must be pre-approved in writing by the Board of Directors.
8. All apartments must be inspected for compliance with the carpeting and smoke detector rules, and for any possible leaks, structural problems, etc., before any new Shareholder or Subtenant is permitted to move in. At least one day must be allowed for this inspection between the departure of one resident and the arrival of the next. Failure to schedule the inspection may result in delay for which the Corporation will not be responsible.
9. Violation of these rules may result in the confiscation of all or part of the \$400.00 moving fee.

## **GARBAGE DISPOSAL, COMPACTORS, & RECYCLING**

In order to maintain a clean, healthy, and vermin-free building, under no circumstances is any garbage, trash, etc., to be left in any of Building's common areas.

Nothing that constitutes recyclable material may be placed in the compactor chute.

**Garbage:** Garbage may not be left on the floors of the compactor rooms or in the plastic garbage bins. All garbage and other waste must be well-drained, and placed in tightly closed paper or plastic bags to prevent dripping or bursting while being carried and deposited into the compactor chute. These bags must be substantial enough, and closed tightly enough, so that they will not burst or come apart in the descent to the compactor on the lower level. ALL garbage bags must fit easily into the chute without being forced. The aim is to keep the sides of the chute as clean as possible, and not provide food for vermin.

Vacuum cleaner bags and cat litter must not be emptied into the compactor chute. Such dust, dirt, etc., should be wrapped in a securely tied bag or package and then placed through the hopper door panel into the chute.

**5. Combustible Items, Wire Hangers, Etc.:** Carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, oil-soaked rags, empty paint pans, or any other flammable, explosive, or highly combustible substances must not be deposited in the compactor chute, as it is a violation of the Fire Code, and the offender is subject to prosecution under the law. These items, as well as all wire hangers, are to be placed in the large plastic pails provided in the compactor rooms.

**Large Discarded Items:** The Shareholder or Subtenant must make arrangements for the removal of any large discarded items, such as furniture, air conditioners, and computers. Bulky items left for the building staff to remove are subject to fines, as outlined in Rule 4. There is only one night each week when large items may be left with the trash for pickup by the Village; please discuss your item with the Staff.

**Paper:** No newspapers may be deposited in the compactor chute. All newspapers, magazines, catalogs, etc., are to be stacked in the blue recycling bins provided in the compactor rooms. Books are not recyclable. Waxed cardboard, the gray cardboard of which many food packages are made, and paper stained with food, are not recyclable here. Please tear these items into small pieces and throw them away with your other garbage.

**Cardboard boxes** are to be flattened and left in the compactor rooms against the wall. Intact cartons present sufficient space and disposal problems that failure to flatten them will be subject to notice and fines as set forth in Rule 4.

**Non-paper Recyclables:** All non-paper recyclables, including metal cans, empty aerosol cans, plastic marked with recycling numbers 1 and 2, and glass bottles, should be properly rinsed out and placed in the appropriate recycling containers located in the parking areas.

**These Items Are NOT Recyclable:**



**Paper:** Books, waxed or gray cardboard (milk cartons, cereal boxes, towel rolls, etc.), and paper stained with food. Please put any books on the book-swap shelves by the Service Entrance, donate them to charities, or put them in the large plastic pails provided in the compactor rooms. Please tear the other items into small pieces and throw them away with your other garbage.

**Metal:** one-gallon paint cans, motor oil cans, clothes hangers (most cleaners will accept their hangers back), kitchen utensils and cookware.

**Plastic:** Five-gallon pails, Styrofoam, shopping bags, plastic items coded 3 through 7,

**Glass:** light bulbs, drinking glasses, crystal, ceramics, mirrors, and window glass. Please dispose of these items with your other garbage or in the large plastic pails provided in the compactor rooms.

## **SUBLETTING OF APARTMENTS**

1. Owners are permitted to sublet apartments after 36 months (3 years) from purchase. The annual sublet fee is a sum equal to one month's maintenance, and this charge will be added to the maintenance bill for the apartment: The Subtenant must submit an application, with an application fee, to the Property Manager, and be interviewed and approved by the Board of Directors.

2. Subtenants are subject to all House Rules herein.

3. Lease Agreement: All subtenancies must be evidenced by written Agreement of Lease, and are subject to the prior approval of the Board of Directors. No lease term may exceed twelve (12) months. Any option to renew or extend an existing Lease Agreement is subject to prior approval by the Board of Directors, but interview of Subtenants already in residence is not required.

4. Procedure and Documentation: The Shareholder shall submit the following to the Property Manager prior to any Subtenant taking occupancy of an apartment, and at least thirty (30) days prior to the renewal or extension of any existing Lease Agreement.

- a) Completed Application supplied by Property Manager (for a Subtenant)
- b) Completed authorization for credit report (for a new Subtenant)
- c) Copy of proposed Lease Agreement

5. The Board of Directors will review the application and interview prospective Subtenants at its next regularly scheduled admissions meeting. No application will be reviewed until all the foregoing documentation and requisite fees have been received by the Property Manager. The Property Manager shall advise the Shareholder of the Board's decision. Should the Board of Directors render a favorable decision on the application, the Shareholder must submit the following to the Property Manager prior to the Subtenant's taking occupancy of the apartment, or renewal or extension of any lease term:

- a) Certificate of Insurance evidencing hazard and liability insurance and naming The Gentry Tenants Corporation c/o White Management, Ltd, 109 Montgomery, Scarsdale, N.Y., as additional insured.

b) Executed Assignment of Lease and Rents, to be supplied by the Property Manager, which shall assign the Lease and the rents due thereunder to the Corporation in the event of the Shareholder's default of his obligations to pay maintenance fees pursuant to the Proprietary Lease.

c) Smoke Detector Affidavit.

6. No subtenancy will be approved unless all maintenance charges and assessments are current.

7. The Board of Directors schedules admissions meetings by appointment on the first and third Tuesdays of each month to review applications and interview prospective Subtenants. Failure to submit the completed documentation and fee in a timely manner may result in a delay, for which the Board of Directors will not be responsible. The Board is under no obligation to schedule meetings for the purpose of reviewing applications and interviewing prospective Subtenants.

The Gentry Tenants Corporation  
Acknowledgement Sheet  
HOUSE RULES

I/We have read the Proprietary Lease and the House Rules of The Gentry Tenants Corp. and agree to abide by all rules and regulations as set forth. Specifically, any apartment construction or renovation plans will be submitted to the Managing Agent for approval prior to the commencement of any work.

I further understand that it is the responsibility of the Shareholder to maintain the tile and grouting in the bathroom(s) in such a manner that no water leaks into the apartment below or the common areas of the building. All damage to cure will be the responsibility of the Shareholder.

I/We certify that statements made in this application have been examined by me (us) and to the best of my (our) knowledge are true, correct and complete.

I/We authorize the release of employment, banking, and all financial information to Gramatan Management Inc. and/or authorized representatives.

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Signature

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Date

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Signature

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Date