

# **875 W. 181 OWNERS CORP. HOUSE RULES AND REGULATIONS**

The House Rules are designed for the benefit of all shareholders, tenants, subtenants and guests of 875 West 181<sup>st</sup> Street, hereafter collectively referred to as Residents.

These House Rules may be amended at any time at the discretion of the Board of Directors of 875 West 181<sup>st</sup> Street (hereafter referred to as the Board), which must notify residents in writing within 30 days of any rule change.

Should any section of the House Rules be found to be invalid or unenforceable, this finding does not affect the status of any of the remaining House Rules.

Residents are given a copy of the House Rules and instructed to read them when they move into the building. A resident who violates the House Rules will be fined the appropriate amount on the next maintenance bill or as soon thereafter as is practicable. Initial fines shall be \$500 for unauthorized work, e.g., the use of an unlicensed contractor or the failure to obtain a necessary work permit, and \$100 for all other violations. The Board shall have the right, but not the obligation, of providing a written warning prior to issuing a fine. If the Resident continues to violate the House Rules an additional assessment of equal amount will be added with each succeeding violation. These assessments are in addition to the cost of repairs resulting from violations, which shall also be the responsibility of the Resident. The ultimate responsibility for all fines, assessments, cost of repairs, and the like, rests with the Shareholder.

Any consent or approval given under these House Rules may be revoked by a majority vote of the Board at any time.

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## **1) Air Conditioners**

The installation of air conditioners must comply with New York City regulations. For tips on the installation of air conditioners, visit the New York City Department of Buildings Web site at [http://home2.nyc.gov/html/dob/downloads/pdf/ac\\_tips.pdf](http://home2.nyc.gov/html/dob/downloads/pdf/ac_tips.pdf) or ask Management for a copy.

## **2) Alterations/Renovations**

Shareholders are required to obtain written permission from the Board for all alterations and/or renovations that impact plumbing, electrical, or structural changes to the apartment. An alteration agreement packet is available from the Management Company or the Building's website – [www.875west181.com](http://www.875west181.com). The completed alteration packet along with any fees or deposits must be submitted to the Management Company. The completed packet will then be forwarded to the Board for review and approval *prior* to the commencement of work. Residents may anticipate a period of approximately one month for the Board's review and approval. Approval will not be unreasonably withheld.

No alterations of the plumbing lines or electrical system, or remodeling, may be done without prior approval of Management. All alteration work performed in the building will require a building permit with the exception of surface repair and/or decoration, removable and built-in furniture and replacement of kitchen equipment not affecting existing utility systems.

Outside contractors hired for remodeling or renovation, as defined above, are required to submit proof of workmen's compensation and liability insurance in the amount of \$3 million. Contractors must also, to the extent required by the alteration agreement, be licensed and submit proof of licensure.

All contractors must contact the building Superintendent *prior* to commencement of any work and *meet all requirements* included in the contractor's work rules. This includes provision of a list of workers expected to be admitted to the building. Contractor's work rules can be obtained from the Management Company or from the building's website.

It is the Resident's responsibility to ensure that contractors and workmen adhere to all house rules.

## **3) Apartment Access**

An official of the building (Superintendent, Porter, management company representative or other designee of the Board) may enter apartments to remedy any condition that is believed to imminently threaten the integrity of the building or safety of its residents, including, but not limited to, water or gas leaks. For non-emergency situations, notice shall first be given to enter an apartment.

Shareholders are encouraged to provide the Superintendent with a set of keys in case of emergency. If the resident does not provide keys, 875 encourage the Resident to provide the superintendent with full contact information. Shareholders who do not provide the Superintendent with keys will be responsible for the replacement or restoration of any locks and doors damaged in gaining such access.

## **4) Bicycles, Skateboards, Rollerblades, etc.**

The riding of bicycles, roller blades, roller skates, skateboards or wheeled sneakers or similar invention is prohibited within the building's public areas.

## 5) **Bicycle Storage**

Wall-mounted bicycle racks for Residents' use are located in the basement opposite the elevators and are available.

## 6) **Building Staff**

Either the Superintendent or the Porter is on call from 8:30am to 5:00pm, seven days a week. The Building's staff is prohibited from performing significant work in Resident apartments during their work hours.

## 7) **Building vs. Shareholder Responsibility**

875 adheres to the standard, as defined by *The COOPERATOR, The Co-op & Condo Monthly*: "the owner owns, and is responsible for repair and maintenance of everything from the walls in. Shareholders are also responsible for any action (or lack of action) they take that damage another apartment. For example, if the apartment above doesn't properly caulk their bathtub, and the water leaks to the apartment below, that shareholder is responsible for the damage caused by the leak to the below apartment. In the event of water damage due to building pipe issues, the building will plaster and prime walls. Painting is resident's responsibility."

Where it is the building's responsibility to make repairs, the Board will make the final decision on what contractor to use. No contractor bills may be submitted for payment that have not first been approved by the Board.

## 8) **Complaints & Other Correspondence**

Residents who experience or observe violations of these House Rules are encouraged to contact the management company by phone or in writing, and the Board via email at [board@875West181st.com](mailto:board@875West181st.com). Such messages will be responded to within one week's time.

Maintenance and service issues requiring immediate action should be reported to the Superintendent or Management by phone. (See section on Emergencies below)

## 9) **Construction**

Residential construction or repair work or other installations producing excessive noise shall be permitted only on weekdays (excluding legal holidays) between the hours of 9:00 am and 5:00 pm.

## 10) **Decorations**

Public hallways shall remain devoid of all decorations and furnishings other than those approved by the Board in advance.

## 11) **Deliveries**

Deliveries of large items such as furniture, appliances, and construction supplies are permitted between the hours of 8:30 am and 5 pm Monday through Saturday. **Delivery of such items is restricted to the freight elevator, which shall be the padded elevator.** Notice of any such deliveries must be given to the building's Superintendent a minimum of 24 hours in advance.

## **12) Emergencies**

In case of emergency, first contact the Superintendent at 917.557.0205. If there is no answer, please leave a message and contact Pride Property Management, 212.690.0800, whose phone number also appears on the home page of the building's website and is posted in the mailroom and by the Superintendent's office.

## **13) Fire Escapes**

Fire escapes shall not be obstructed in any way. Such obstructions include, but are not limited to, the installation of flowerboxes and satellite dishes.

No radio, television aerial, or other electronic device shall be permitted on any fire escape.

No laundry shall hang from fire escapes or windows. Nor shall any items, such as clothing, curtains or rugs be hung or shaken from fire escapes, doors or windows. Residents, their guests, and domestic employees are prohibited from discarding anything from fire escapes, doors or windows.

Barbecue cooking is prohibited on fire escapes.

**\*\*Tenants and their guests are prohibited from smoking on fire escapes\*\***

## **14) Floor Covering**

Eighty percent coverage of each unit's floors – excepting of kitchens, bathrooms and closets – with rugs, carpeting or equally effective noise-reducing material is required. In case of persistent claims of noise, Shareholders charged with non-compliance of the 80 percent rule may be subject to inspection and fines. (See "Noise" for details).

## **15) Flower Garden**

The Flower Garden is open from 9 am to 10 pm, in season.

Pets are not permitted in the Flower Garden.

Residents who use the Flower Garden are asked to limit their noise level and be respectful of their neighbors in the apartments above.

With *prior* permission from the Board, Tenants may reserve the garden for exclusive private use. All such requests must be made at least one week in advance of the proposed event, and Tenants may only hold the event if the request is approved by the Board in writing.

Residents are responsible for cleaning up after themselves. Further, Residents are responsible for any injuries or damages which result from their negligent use of this or any other space.

## **16) Homeowner Insurance**

All shareholders must maintain a comprehensive co-op insurance policy.

Each policy must carry a minimum of \$500,000 liability coverage.

All policies must name 875 West 181 Owners Corp c/o Pride Property Management 708 Third Avenue NY, NY 10017 as an “Interested Party”.

All policies should be endorsed to provide that in the event of cancellation, non-renewal or material modification, all Certificate Holders and Interested Parties shall receive 30 days written notice thereof.

All policies must be written with insurance companies licensed to do business in New York State and rated no lower than “A” in the most current edition of *A M. Best’s Property-Casualty Key rating Guide*.

All shareholders must provide the Management Company with a Certificate of Insurance (Accord Form) or the Declaration Page of the actual policy meeting all the above requirements (“proof of insurance”).

Upon sale of units the purchaser must provide a proof of insurance.

All current shareholders must provide proof of insurance by January 30, 2011.

Upon issuance of a notice of cancellation of insurance policy, the shareholder will have 30 days to provide proof of new policy insurance.

If a shareholder fails to provide proof of insurance as required above, our management company will purchase a policy in the name of that shareholder and the shareholder will be billed the cost of the policy plus a \$100 administrative fee. Coverage for personal property and your own alternations in this policy may be inappropriate for your situation.

The rules outlined above look only at the *liability portion* of your insurance policy and will protect your neighbors and your guests from any accident occurring in your unit. It will not protect your personal property or alternations in your apartment. You are of course free to purchase such additional coverage if you should desire.

## **17) Late Payment Policy**

Maintenance is due on the first of the month. Maintenance fees not paid within 30 days will not be subject to a late fee (Grace period). Maintenance fees not paid within 60 days will be subject to a \$50 late fee, to be issued at the discretion of the Board. Maintenance fees not paid within 90 days will be subject to a \$100 late fee, to be issues at the discretion of the board. Maintenance fees not paid after 90 days will be subject to a late fee of 10% of the total amount owed, to be issues at the discretion of the Board. This fee will increase to 15% after 6 months. Additionally, if maintenance payment and accrued late fees are not received with a 90 day period, legal action shall be commenced at the discretion of the Board. If legal action is commenced, in addition to the Shareholder’s own legal fees and expenses, any legal fees and expenses incurred by the Board or the building shall be at the sole expense of the Shareholder. The failure of the board to commence legal action within these time requirements shall not be deemed a waiver.

To ensure timely maintenance payments and avoidance of late charges, sign up for automatic payment through Management’s website. To do so, go to [www.pridepropertymanagement.com](http://www.pridepropertymanagement.com) and click on “Pay Online” in the upper right hand corner of the screen.

## **18) Laundry**

No clothes washers, clothes dryers or combination thereof may be installed in apartments. Laundry facilities are provided in the basement.

Residents are asked to remove laundry from machines promptly as a courtesy to others. Please remove lint from dryers after use. Recycle your empty bleach and detergent containers. Check to make sure you have removed all of your clothes from the washer or dryer and have not dropped laundry on the floor.

Laundry carts may not be removed from the basement at any time.

## **19) Mailbox ID**

All mailboxes are required to have the name of the Resident(s) labeled clearly and visibly on the inside of the mailbox. Labels may be obtained from the Superintendent. Removing mail from a Resident's mailbox or from the table in the mailroom is not permitted.

## **20) Mortgage Refinancing/Home Equity Loans**

Shareholders are required to submit an application for Board approval for mortgage refinancing or a home equity line of credit/home equity loan. An application can be obtained from Management or by download from the Building's website. The completed application along with any fees must be submitted to the Management company's mortgage/refinancing department. Once the application has been processed by that department, it will be forwarded to the Board for review and approval. Upon receipt of the application by the Board, Shareholders may anticipate approximately one month - the period between Board meetings - for the review and approval. The approval cannot be unreasonably withheld.

## **21) Moving In/Out**

Residents moving in or out of the building must notify the Building's Superintendent a minimum of 48 hours in advance. Protective pads must be affixed to the elevator in order to move heavy objects that could potentially damage the elevators. If the elevator is damaged by the Resident or the Resident's agent, the Shareholder is responsible for the cost of all repairs. The building's staff will affix elevator pads to the freight elevator. Moving must be limited to the padded elevator.

Residents moving their belongings in or out of the building may do so **only** between the hours of 8:30am and 5:00pm, Monday through Saturday, absent prior written authorization from the Board.

All moves are to be done through the basement entrance on Riverside Drive. No entrance door is to be left open and unattended at any time.

A \$500 deposit is required prior to the move, which Management will hold in escrow. Once the building's Superintendent verifies that there is no damage to public areas of the building, the deposit will be refunded. In addition to the refundable \$500 deposit, there is a non-refundable \$250 fee for moving in or out of an apartment.

## **22) Noise**

Residents shall refrain from making or permitting noise that interferes with the rights, comfort or convenience of other residents. This applies to all hours of the day, and includes the playing of musical instruments, recorded music, radio, television or loud conversation. Shareholders are encouraged to notify and discuss the noise issues with the resident before taking further action. If a resolution cannot be reached, or the Resident continues to make excessive noise, the shareholder should contact Century.

## **23) Pest Control**

The Building retains the services of Broadway Exterminating which services the building on the second Saturday of each month at no additional cost to residents. Residents are encouraged to receive service. A sign-up sheet is posted outside the Superintendent's office.

In the event that the Resident is not home to admit the exterminator, keys to the apartment must be left with the Superintendent to receive service.

Any contractor authorized by Management may, with due cause, enter any apartment at any time for the purpose of inspecting or assessing the need for extermination of vermin, insects or other pests. If Management takes measures to control or exterminate the existence of pests, the cost thereof will be payable by the Shareholder as additional maintenance. In the first event, the management will attempt to contact the resident to schedule an appointment. If, however, the resident remains unavailable to schedule an appointment, the management reserves all rights and remedies to address the problem.

## **24) Pets**

Pets must be carried or on a leash within the building's public areas.

Pet owners shall be responsible for curbing their pets in accordance with city law, and are not to use the building's entrance area or yards for such purposes.

Pet owners are liable for any damage or injury caused by their pets to the building's public areas.

## **25) Plumbing**

Shareholders are responsible for the plumbing fixtures inside their apartment. Residents are prohibited from placing objects into building pipes and drains that could clog or otherwise harm these fixtures. Shareholders must request permission from the Management Company before replacing, moving or relocating plumbing fixtures within the apartment

The cost of repair resulting from misuse of any of the aforementioned shall be the responsibility of the Resident.

## **26) Public Areas**

The public halls and stairways of 875 shall not be obstructed or used for any purpose other than to enter or exit the Building. Such obstructions include, but are not limited to, trash, bicycles, strollers, moving or storage boxes.

Children shall not play in the public areas i.e., stairways, elevators, or on the fire escapes. (See "Bicycles, etc.")

Residents are not allowed to hold private meetings, parties or other gatherings in the public areas of the building.

## **27) Repairs**

Management may enter an apartment in the event of an emergency. Management may arrange to have necessary repairs performed to address any emergency, and may use an outside contractor to do so. The cost of any such repairs as well as all costs associated with gaining access to the apartment shall be the responsibility of the Shareholder, and will be added to the Shareholder's monthly maintenance statement.



## **28) Roof Access**

Residents are prohibited from entering onto the roof at any time and under any circumstances.

## **29) Sale of Apartment**

Once a prospective buyer's Board Package has been submitted to Management, it will be forwarded to the Board for review. Upon receipt of the package by the Board, Shareholders may anticipate approximately one month (the span of two monthly Board meetings) for the Board's review, interview and final determination.

## **30) Security and Safety**

For the security and safety of all residents, a 24-hour/7-day-a-week videotape records all activity at all entrances of the building.

Residents are prohibited from admitting anyone into the building that they do not know. If you see something suspicious, contact the building's Superintendent immediately or call Management's 24-hour emergency line, 212-560-6400.

Residents are responsible for any damage caused to the building by their own visitors or guests.

Apartment security alarms, devices and systems may be installed only with the consent of Management.

Doors to the Flower Garden (both the lobby and the basement) and the Riverside Drive gate are all accessible with the same key as the front door. Residents are encouraged to use the main entrance whenever possible and are asked to ensure that all doors are securely locked at all times.

## **31) Smoking**

Smoking is prohibited in all common areas of the building and within the public exterior areas of the building property, including but not limited to, hallways, stairwells, fire escapes and the Flower Garden.

## **32) Storage Units**

Storage units of various sizes are located in the basement. Bargold Storage Systems is the exclusive manager of these units and maintains the waiting list. For availability, contact Bargold at 212-BARGOLD.

Storage units are limited to one per shareholder (or pair of shareholders), regardless of number of apartment units held. Storage units are not transferable and may not be leased or sublet. In the event of an apartment sale, the former shareholder's storage unit returns to the pool of available units and will be offered to the next name on the waiting list.

Items placed in storage are done so at the Resident's risk. The Building is not responsible for any items held in storage.

All property must be confined to the individual storage unit, and may not be left in the general storage room area.

### **33) Subletting**

Subletting requires the written consent of Management. Absent an exemption from the Board, a Shareholder may not sublet until the shareholder has lived a minimum of 2 years in the building, and then only for 2 out of every 5 year period. The prospective sublet must submit the appropriate personal and financial information to Management and must be interviewed and approved by the Screening Committee. Approval of an authorized sublet will not be unreasonably withheld and will be made in a timely fashion.

A deposit equal to two months' maintenance must be deposited with the Building and a sublet fee as determined by the Board must be paid. The subletor must pay any credit reporting fees and/or Management processing fees incurred in connection with a proposed sublet. If a Shareholder engages in an unauthorized sublet, the two months' maintenance, Board determined sublet fee, and any additional associated fees described immediately above may be added to the Shareholder's maintenance bill in the Board's sole discretion. Additionally, the Board shall have the right to issue additional fines for unauthorized sublets. *See* Section 1 above. The Board further reserves all rights and remedies to remove subletors when a sublet does not comply with these Rules.

### **34) Trash/Recycling**

Residents may deposit their trash in the appropriate bins every day between the hours of 7:00 am and 10:00 pm.

All perishable, non-recyclable refuse must be bagged securely and deposited in the black containers.

Residents are required to recycle in accordance with New York City law, by separating their recyclable materials and depositing in the appropriate receptacles, as illustrated by signage posted in the disposal area.

Metal and plastic are to be disposed of in the blue containers. Paper and cardboard goods are to be disposed of in the green containers. If unsure, consult the signage directly above the containers.

Improperly separated recyclables are subject to NYC fine. Residents responsible for such fines incurred by 875 will be assessed accordingly in their next month's maintenance bill.

When disposing of very large items (such as furniture or old appliances), or trash not listed in the above categories, Residents should seek the advice of the building's Superintendent for the appropriate method of disposal.

If the item is hazardous the Resident is responsible for taking all of the proper precautions and paying all fines or fees in connection with its disposal. If the Superintendent or Porter is injured due to the resident's negligence with respect to disposing of an item, then the resident is responsible for any medical fees.

For more information about NYC rules regarding the disposal of trash, go to [http://www.nyc.gov/html/nycwasteless/html/recycling/recycle\\_what.shtml](http://www.nyc.gov/html/nycwasteless/html/recycling/recycle_what.shtml).

In addition to fines levied by the City of New York in connection with the improper disposal of waste, garbage, etc., which fines shall be the responsibility of the Resident, offenders shall also be fined by the Board in conformance of these rules and regulations.

### **35) Windows**

Windows shall be kept free of all signs, notices, illuminations, inscriptions, awnings, and all other objects and markings unless expressly communicated by the Board.

For security reasons, hallway windows with fire escapes must be closed at all times, except in the event of a fire or other emergency.