

House Rules of

Rockville Tudor Apt. Corp.

October 6, 2020 (revised)

HOUSE RULES OF: **Rockville Tudor Apt. Corp.**

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FACILITIES

Halls & Stairways. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building.

Public Hall. No public hall of the building shall be decorated by any Lessee in any manner without the prior written consent of the Lessor.

Decorations, etc. No article shall be placed in the halls or on the staircase landings of the fire escapes, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building.

Fitness Center

a. General Guidelines:

- i. Only shareholders/residents of the Co-op may enter the Fitness Center and use the Fitness Center Equipment. Guests are permitted to enter the Fitness Center and use the Fitness Center Equipment provided that they are accompanied by a shareholder/resident from the Co-op (and all other provisions of this House Rule are complied with).
- ii. Access must be by the security fobs provided by the Co-op. Do not hold open the door.
- iii. Children under fourteen (14) years of age are not permitted to enter the Fitness Center or use the Fitness Center Equipment.
- iv. Proper workout attire is required and must be worn at all times. Absolutely no sandals, open toes or open-backed shoes are permitted. No bare feet are permitted at the Fitness Center unless shareholder/resident or guest is using the Functional Fitness area located inside the Fitness Center.
- v. Food is not permitted at the Fitness Center. No gum is allowed. Water, Gatorade or other sports drinks are permitted at the Fitness Center provided the beverages are in a sealed, plastic container.
- vi. Media devices (i.e., cellphones, tablets, radios, etc.) are not permitted unless they are used with headphones.
- vii. Exercise equipment is available on a first come basis. Weights or dumbbells may not be dropped on the benches or floors of the Fitness Center.
- viii. Cardio equipment may only be used for forty-five (45) minutes at a time when others are waiting. Allow others to rotate-in between sets when using strength equipment.
- ix. As a courtesy to others, all equipment must be wiped down after each use and all weights must be returned to rack or shelf.
- x. Please report any damaged equipment, unsafe exercise or bathroom conditions, or inappropriate behavior immediately to the Co-op's Managing Agent.
- xi. For safety reasons, personal items, bags and other items are to be stored in designated areas only and not on the Fitness Center floor. Said items on the floor must be removed or disposed of.
- xii. Shareholders/residents are required to behave according to the House Rules. Co-op reserves the right to refuse service to any shareholder/resident or guest who violates any House Rule or regulation.
- xiii. Any shareholder/resident or guest who uses the Fitness Center and/or Fitness Center Equipment does so at his/her/their own risk. The Co-op is not responsible for any loss, damage, or injury incurred, regardless of the reason. Shareholders/residents or guests

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using the Fitness Center and/or Fitness Center Equipment must take the necessary precautions to secure their items and belongings. Shareholders'/residents' or guests' use under these express conditions is a material element of the consideration for the right to use the Fitness Center and Fitness Center Equipment. This House Rule shall apply to all shareholders/residents, their family members, guests, and invitees.

- b. Key Fobs:
 - i. Access to the Co-op's Fitness Center will be provided through the use of a Key Fob. Do not hold open any doors.
 - ii. Every shareholder/resident of each apartment at the Co-op will be provided a Key Fob. The shareholder/resident must pay the Co-op for the cost of the Key Fob(s).
 - iii. If a Key Fob is lost, the shareholder/resident will be responsible for the cost of the replacement of the lost Key Fob.
- c. Release and Key Fob Agreement: All shareholders/residents and guests who desire to use the Fitness Center and Fitness Center Equipment must, in advance, sign a Key Fob Release and Fitness Center Waiver Agreement. No shareholder/resident or guest will be permitted to access the Fitness Center unless he/she signs the Key Fob Release and Fitness Center Waiver Agreement, which releases the Co-op, its employees, Managing Agent, representatives, successors and/or assigns from any and all claims or causes of action arising out of the Co-op's negligence.

Laundry Facility.

- a. Shareholders/residents must clean up after using the laundry room and/or laundry machines (i.e., lint, remove dryer sheets, etc.).
- b. Shareholders/residents must clean lint filters after every use.
- c. Shareholders/residents must remove their laundry promptly after their laundry cycle is complete.
- d. Shareholders/residents must not overload the laundry machines.
- e. Shareholders/residents must keep all container lids (i.e., for laundry detergents, fabric softeners, etc.) sealed at all times.
- f. Dyes and/or tints are not permitted in the laundry room.

Roof Access. No one is allowed on the roof at any time.

Lawn Use. The lawn of the building shall not be used by any Lessee or guest for recreational or other use, including, but not limited to picnics.

Signs, etc. No sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in advance and in writing by the Lessor or the Managing Agent.

Bicycles, etc. No bicycles, scooters or similar vehicles shall be allowed to stand or be stored in the public halls, passageways, areas or courts of the building.

APARTMENTS

Private Dwellings. The apartments shall be utilized as private dwellings.

Carpeting. Eighty (80%) percent of the floor area of each and every room in an apartment must be covered with carpeting or rugs, both with full padding, except kitchens, bathrooms and closets. All padding must be at least 1/2" thick. All permitted exercise equipment including, but not limited to, treadmills, stationary bicycles and weight

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equipment, must be placed on said carpeted or rug covered areas and said areas must have an additional noise insulating exercise mat on top of the carpet or rug in said area.

Detectors. Lessor requires that all apartments contain a working smoke detector and carbon monoxide detector. It is the responsibility of the Lessee to keep and properly maintain any smoke detector and carbon monoxide detecting devices.

Drain Cleaner. Draino or any other chemical drain cleaners are prohibited from being used inside the building. Should the Lessor wish to clean drains, a bioenzymatic cleaner may be utilized, which will not damage pipes.

ACTIVITIES

Children Playing. Children shall not play in the public halls, courts, stairways, laundry room or common areas.

Noise Schedule. No Lessee shall make or permit anything to be done which will interfere with the rights, comfort or convenience and quiet enjoyment of other Lessees after 10:00 PM and no earlier than 8:00 AM. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated, a radio, television, loud speaker or similar items in such Lessee's apartment at any time if the same shall disturb or annoy other occupants of the building during the same times. Lessees should use consideration to other Lessees when engaging in noise-producing activities.

Vacuuming. To ensure peaceful living within the community, the hours for vacuuming shall be between the hours of 9:00 AM and 8:00 PM

Canvassing, etc. Canvassing, soliciting, or peddling in the building is prohibited.

MOVING

Moving Deposit. Each Lessee must pay by check a \$500 move-in/move-out deposit to cover any damage to the building or premises when moving. Said fee will be returned to the Lessee within approximately thirty days after the moving party returns a damage deposit agreement executed by the superintendent, provided there is no damage to the building or premises. The building superintendent must be apprised in advance of a moving into or out of an apartment, party moving must give the building superintendent at least two weeks' advance notice.

Moving Times. Moves to and from the building may be completed Monday through Friday, between the hours of 9:00 AM and 5:00 PM, not including legal holidays. Moves may be completed on Saturdays, Sundays, and legal holidays with prior written approval of the Lessor or its Managing Agent, provided a nonrefundable fee of \$100 is paid to the Lessor and the Lessor's superintendent is available to supervise the move (otherwise the move will not be permitted). Movers and/or delivery companies must be Licensed and Bonded. A copy of the mover's/delivery company's certificate of insurance must be provided to the Managing Agent which evidences liability and worker's compensation coverage in amounts and types deemed sufficient by the Co-op or its Managing Agent before any move. In addition, the Co-op shall require all such certificates of insurance name the Co-op and its Managing Agent as an additional insured.

IMPROVEMENTS

Window Treatment. Windows shall have fully operable window shades, blinds or curtains.

Awnings. No awnings may be used in or about the building except such as shall have

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been expressly approved in advance and in writing by the Lessor or the Managing Agent.

EQUIPMENT

Air Conditioners. All air conditioner dimensions must meet building specifications and be supported with Lessor approved brackets.

Jacuzzis, etc. Whirlpools, hot tubs, Jacuzzis and/or other bathroom tubs with motorized apparatuses are not permitted in any apartment or any other portion of the premises.

Aerials. No radio or television aerial shall be attached to or hung from the exterior of the building.

Laundry Equipment. Washing machines and dryers are not permitted in apartments.

WASTE

Garbage & Refuse. Garbage and refuse from the apartments shall be disposed of only in such manner as the Managing Agent of the building may direct.

Garbage. Garbage must be disposed of in tightly secured plastic bags and put inside recycling containers in the refuse area provided on each building floor: large items for disposal must be placed in the designated basement area adjacent to the Laundry Room, in vicinity of the ramp door or other areas prescribed by the Lessor or Managing Agent.

Refuse Closets. Refuse closets shall not be used for any purposes other than which they were constructed.

GUESTS, PETS, & ANIMALS

Guests. Guests are permitted for no more than thirty (30) days. For greater than thirty (30) day occupancy, the Lessor's approval must be solicited and received in writing, in advance. No guest may occupy any apartment unless the shareholder or authorized subtenant occupies the apartment with the guest.

Pets. All pets, including, but not limited to: dogs, cats, birds, reptiles, and snakes are not permitted in the building, notwithstanding any other provision of the House Rules. This shall not apply to a dog serving the needs of a handicapped person (i.e.: seeing-eye dog for the blind). As required by law, the pet(s) must be properly licensed.

Visiting Dogs. Visiting dogs are permitted in the building for a period not to exceed ten (10) days upon submittal of satisfactory evidence of insurance for the dog and with prior written approval of the dog's visit by the Managing Agent.

Animals. Birds and animals must not be fed from windowsills or terraces, in yard or other public areas, or on the sidewalk in front of the building.

EMERGENCIES

Emergencies. In cases of an emergency, the Lessor's representative accompanied by a contractor, workman or agent of the Lessor will enter the apartment without prior notice. If the Lessor does not have key(s) to access the apartment under an emergency condition, as determined by the Managing Agent, requiring the Lessor to enter the apartment by force including removing the door or forcing the apartment's window/door open, all costs incurred by having to use such methods to gain access to apartment will be paid by the Lessee.

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The Lessor may also enter any apartment at a reasonable time of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests, and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

If the Lessor takes measures to control or exterminate carpet beetles, roaches, and/or another pest found to derive from a conditioner specific to an apartment, the cost thereof shall be payable by the applicable Lessee, as additional rent. The Lessor may also enter any apartment if a condition exists in the same apartment that has not been remedied by the Lessee with prior notice from the Lessor or its agent.

FINANCIAL

Maintenance. All maintenance is due on the first of each month. Any and all payments received on or after the 15th (fifteenth) of the month will be charged an administrative charge of \$50.00 for the first month, and each consecutive month late. Any delinquency over two months will be turned over to the Lessor's outside counsel to process with all available legal collection opportunities including foreclosure of the apartment. All collection expenses will be the responsibility of the Lessee.

Returned Checks. A \$35.00 administrative charge will be charged for any check returned for insufficient funds or stopped payment in addition to any bank charge.

Fines Schedule. Lessors shall pay the following fines for each violation of the Cooperative's House Rules:

- a. \$50.00 for the first violation of a House Rule.
- b. \$100.00 for the second violation of the same House Rule previously violated or continued violation of said House Rule after the expiration of any applicable cure period. An additional fine of \$100.00 may be assessed for each day the violation continues.
- c. \$150.00 for the third and each subsequent violation of the same House Rule previously violated.

Other Actions. The foregoing fines are not the exclusive remedy of the Lessor. The Board of Directors may take any other action permitted under the corporation's operating documents in order to enforce and seek compliance of the House Rules. Such action may be taken simultaneously with the assessment of the fine(s).

Fines Payment. The fines set forth hereinabove shall be deemed additional maintenance/rent and shall be assessed and collected in the same manner as maintenance pursuant to the corporation's operating documents. If not timely paid, the Lessor shall have the right to collect and enforce the payment of same in the same manner as Maintenance as provided in the corporation's operating documents.

SUBLETTING

Subletting. Due to an 80% owner occupancy requirement by the underlying mortgagee, there is a cap that no more than 20% of the apartments may be sublet at any given time, which include those held as unsold shares. In the event the 20% cap is met, the shareholder(s) requesting to sublet his/her apartment shall be put on a waiting list.

- a. All shareholders are eligible, after 2 years of residence, to make application to sublet their apartment for a maximum term of one (1) year. Shareholder(s) are only permitted to sublet once during their ownership of the subject apartment. The term of the sublease shall be for one (1) year only. The Board will not entertain a renewal of

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- any sublet, nor can the shareholder make application to sublet once the subtenant vacates. The shareholder must then sell, re-occupy, or maintain the vacant apartment.
- b. Applying shareholder(s) maintenance account must be completely current before the Board will review any application to sublet.
 - c. Applications to sublet will be reviewed on a first come, first serve basis.
 - d. Application fees apply.
 - e. A fine of \$40/day will be imposed for each day past the sublet expiration date that the apartment is not vacated by sublessee.

OTHER

Complaints. Complaints regarding the service of the building shall be made in writing to the Managing Agent.

Lessees' Liability. If a Lessee secured the services of the Lessor's staff during his/her/their non-working hours or days, the Lessor bears no responsibility for this arrangement. The Lessee is hereby informed that insurance coverage provided such as liability and workman's compensation and disability during normal working or emergency hours for the Lessor's staff will not be in effect during times the staff is not employed directly by the Lessor. The Lessee shall assume all liability and responsibility, for the non-working hours employment of the staff, and will hold the Lessor and its managing agent harmless and indemnify the Lessor and its managing agent from any and all claims and/or liabilities arising out of said employment.

ALTERATIONS & IMPROVEMENTS

Alterations:

- a. Construction and/or any type of contracting work being performed for Shareholders must adhere to the following procedures. These procedures apply to any situation where materials are transported into and from the building for construction, renovation, and/or remodeling purposes, or work is being performed inside an Apartment:
- b. A detailed description of the work being performed must be provided to the Board of Directors, in writing, for approval by the Board of Directors. The plans must include a detailed description of the work to be performed, the identity of the Contractor(s) and a drawing of the proposed work. Any work in apartments constituting routine repairs (unless same requires work in the walls and/or painting of the apartment), decorative improvements, or the installation of certain appliances does not require prior written approval.
- c. All work is to be done between the hours of 9:00 AM-5:00 PM, Monday to Friday (not including federal holidays), NO EXCEPTIONS.
- d. The Co-op's Managing Agent must be notified at least one week (or one month if the work is of the type where plans and drawings are required so as to afford ample time for review and preparation of an Alteration/Work Agreement) in advance of construction and/or alteration of the apartment, or delivery and/or removal of contractors' materials.
- e. The Co-op requires that you sign an Alteration/Work Agreement for any alterations and you must comply with the following in addition to any other requirements of the Co-op's Board of Directors:
 - i. Shareholders must secure all required building, plumbing, electrical, asbestos-related permits, and other permits required by the State of New York, Town of Hempstead, Village of Rockville Centre and County of Nassau and provide two (2) copies of same to the Co-op prior to the commencement of work. A third copy of the applicable

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approved permit must be affixed to the front window of the Shareholder for the duration of the work.

- ii. Shareholders must also supply the Co-op with the following:
 - A. Letter: A letter from the Shareholder(s) requesting authorization to perform the alteration, outlining the item(s) for replacement, removal, improvement, and/or repair.
 - B. Alteration/Work Agreement: A completed and signed Alteration Agreement must be submitted by the Shareholder(s) requesting authorization, including Exhibits "A" through "D" of said Agreement.
 - C. Proposal/Contracts: Copies of all contractor/subcontractor proposals or contracts which describes the work (in detail) to be completed in the apartment, the commencement date of the work and the estimated completion date.
 - D. Drawings/Sketches/Plans: Drawings and/or Plans of the area(s) being altered, providing a view preceding the alteration and view upon the completion of work.
 - E. Licenses and Certifications: Evidence of the appropriate licenses and certifications of all contractors who will be performing the work reflecting the contractor's ability to perform the work in State of New York, County of Nassau, Town of Hempstead, and/or Village of Rockville Centre. In the event the work at issue involves painted surfaces and/or walls that could result in asbestos containing materials, lead or mold exposure, please provide the following: (i) if lead exposure, evidence of the Contractor's Certification as required by section 402(c)(3) of the Toxic Substances Control Act (TSCA), (ii) if mold exposure, evidence of the Certified Industrial Hygienist's Certification, (iii) if asbestos containing materials, evidence of the Asbestos Abatement Contractor's Certification. All work must be in compliance with the Occupational Safety and Health Administration (OSHA), the EPA's Renovation, Repair and Painting (RRP) Program, and/or Section 56-5.1 of Title 12 of the Rules and Regulations of the State of New York.
- iii. Should the alteration be approved by the Co-op's Board of Directors, the following must be submitted:
 - A. Insurance documents: contractors, subcontractors, and applicable vendors must provide satisfactory evidence of certain insurances (i.e., certificates of insurance) as provided in the enclosed Contractor Insurance Requirements before beginning work, and maintain such coverage at all times during the course of works. All contractors and subcontractors must sign the Indemnification Agreement annexed to the Alteration Requirements document and provided by the Co-op.
 - B. Permits: The Shareholder(s) must obtain and submit to the Co-op, the proper permits from the County of Nassau, Town of Hempstead, and/or Village of Rockville Centre for the work to be performed (if applicable) prior to the commencement of any work.
 - C. Proposal/Contracts: Copies of all contractor/subcontractor proposals or contracts for the work to be completed in the apartment.
 - D. Security/Damage Deposit: in the amount prescribed by the Co-op. This must be provided at least ten (10) days prior to the commencement of the work.
- iv. All work must be done in accordance with section 402(c)(3) of the Toxic Substances Control Act (TSCA), Occupational Safety and Health Administration (hereinafter "OSHA"), Environmental Protection Agency (hereinafter EPA), and with the EPA's Renovation, Repair and Painting (RRP) Program (which became effective April 22, 2010) to ensure that all contractors who are performing any type of work which could

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disturb lead-based paint in Target Housing (any housing constructed prior to 1978) are Certified Renovators under the law. The Shareholder shall require the Shareholder's contractors and/or workers to perform the Work that could possibly disturb lead-based paint in Target Housing in accordance with the foregoing laws. In that regard, the Contractor must be certified in accordance with the laws and adhere to strict work-related practices to prevent lead contamination. Prior to performing any such work, the Shareholder shall cause and pay for a lead-based paint test which uses an EPA recognized test kit to determine if lead is present. The test results must be provided to the Co-op prior to any authorization and/or approval for the Work. If lead exists, a Certified Firm and Certified Renovator must be used to perform the work and be used to perform or direct certain critical tasks during the renovation, such as posting warning signs, establishing containment of the work area, and cleaning the work area after the Work. Said Certified Renovator must be physically present at the work site while signs are being posted, containment is being established, and the work area is being cleaned after the renovation to ensure that these tasks are performed correctly. The Certified Renovator must perform the post-renovation cleaning verification. The Shareholder shall also cause its contractor to distribute a pamphlet entitled: Renovate Right - Important Lead Hazard Information for Families, Child Care Providers and Schools to the Shareholders and tenants of the buildings/apartments affected prior to commencing the Work. At the conclusion of the Work, the Certified Renovator must comply with all post-renovation reporting requirements including but not limited to signing a report indicating the following:

- A. Name of Certified Renovator assigned to lead the project;
 - B. Copy of Certified Renovator certification(s);
 - C. Certification from a Certified Renovator of non-certified work training, and a list of the topics covered;
 - D. Certification of posting of warning signs;
 - E. Description of chemical spot testing, if any performed;
 - F. Certification by the Certified Renovator of work area containment, on-site waste containment and transport, proper post renovation work area cleaning, and of successful cleaning verification;
 - G. Clearance report, if performed.
- v. All Work must be done in accordance with the Section 56-5.1 of Title 12 of the Rules and Regulations of the State of New York, 12 NYCRR 56-5.1: the Shareholder must ensure that all contractors who are performing any type of work which could disturb asbestos material in buildings or structures for which original construction commenced on or after January 1, 1974 are Certified to do so under the law. In that regard, the Shareholder shall pay for and cause to be conducted, an asbestos survey completed by a licensed Asbestos Abatement Contractor who is hired by the Co-op, using certified inspectors to determine whether or not the building or apartment, or portion(s) thereof to be demolished, renovated, remodeled, or have repair work, contains asbestos material. The asbestos survey shall be completed and submitted prior to commencing work and shall include a thorough inspection for and identification of all asbestos material throughout the building/structure or portion thereof to be demolished, renovated, remodeled, or to have repair work. The required inspection shall be performed by a certified asbestos inspector, and, at a minimum, shall include identification of asbestos material by the following methods:
- A. The review of building/structure plans and records, if available, for references to asbestos, used in construction, renovation or repair; and

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- B. A visual inspection for asbestos throughout the building/structure or portion thereof to be demolished, renovated, remodeled, or repaired.
- vi. All debris must be removed from the premises by the contractor and at the Shareholder's sole cost and expense.
- vii. The use of the Co-op's elevator for transporting materials in and out of the building must be scheduled with and approved by the Co-op's Superintendent. The elevator walls must be padded and the elevator floors must be covered with Masonite prior to transporting of any materials.
- viii. No work shall be permitted or commenced unless the Co-op's Board of Directors and/or Managing Agent is in receipt of all of the documents, information and payment listed above and same is/are approved in writing.
- ix. Shareholders and their contractors must obey any directions given to them by the Co-op's Managing Agent and/or Board of Directors.
- x. Shareholders and their contractors and/or subcontractors must comply with all Alteration Requirements as same are in effect from time to time and the terms of the documents required thereunder (i.e. - Alteration Agreement, Indemnification Agreement, and Contractor's Adherence to Rules and Regulations). A copy of the present Alteration Requirements is annexed hereto as Exhibits "A" through "D" of the Alteration/Work Agreement.
- xi. Shareholders will be responsible for any legal and/or engineering/architectural fees incurred in connection with any work performed in the apartment. Such fees shall be deemed additional maintenance/rent pursuant to the Proprietary Lease.

Lessor's Consultants. If an alteration is approved by the Lessor, the Lessor reserves the right to contract an engineer or architect.

Water Shut-off. If a Lessee's alteration requires that any water line in the building be turned off, the building superintendent must be informed at least forty-eight (48) hours in advance, in writing. Any work which may affect the building must also be scheduled with the Superintendent, in advance of the work, also in writing.

Fines. In the event the Lessor receives a violation or fine as a result of the action or inaction of any Lessee or the failure of a Lessee to comply with local, state or federal rules, regulations or laws, the cost of such fines or removing such violations shall be borne by the Lessee.

Damages. It is the responsibility of the Lessee to assume full cost of repairing any damage (including structural damage, leaks, and any consequences of such damage or leaks), which has been caused by the manner in which the Lessee has used and/or maintained his/her apartment.

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Lessees' Responsibility. Lessees are responsible for any violations or the rules by their visitors, children, independent contractors, and/or employees.

Revocability. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

Obligations. The House Rules are material and substantial obligations of each Lessee under the lease as well as all other corporate documents.

Revisions. The House Rules may be added to, amended, and repealed at any time by resolution of the Lessor.