

**205 West End Avenue Owners Corp.
HOUSE RULES**

Revised 2008 November 23

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Notice: A printed copy of the House Rules may be out of date. If in doubt, please check the 205 West End website (<http://www.205westend.com/>) for the most up-to-date version.

1) General House Rules

The Board of Directors may amend or repeal the House Rules at any time and enact new ones as needed.

Any consent granted by the Directors or the Managing Agent under these House Rules shall be revocable at any time at the sole discretion of the Board of Directors.

Lessees shall deposit with the Managing Agent a complete set of keys so as to permit entry into the apartment in case of an emergency. Keys should not be left with the doorman.

Lessees shall maintain liability insurance covering injuries and damage caused to others and other apartments in the building. A certificate evidencing such insurance shall be deposited with the Managing Agent.

The Board of Directors may from time to time curtail or relocate any space devoted to storage, laundry, or building amenities.

Comments, concerns and complaints about services in the building should initially be submitted in writing to the Managing Agent, *not* to the Board of Directors. Include specific details of the problem, the time and names of individuals involved. Complaints must be signed and dated.

Violations of House Rules should be reported in writing to the Managing Agent.

If the Directors determine that a House Rule has been violated, they may, in addition to the actions authorized in the Proprietary Lease, take such action as they deem necessary, including admonitions, warnings, the imposition of administrative fees and the commencement of proceedings for eviction or other legal remedies.

Please also note the summary of fees posted on the Information page 205westend.com website.

2) Noise

Noise that disturbs others and any action that disrupts or infringes upon the rights, the reasonable comfort, or the convenience of others are not permitted. Specifically:

- a) **Audio or electronic** equipment should not be played or allowed to be played at any time so as to disturb unreasonably any resident in nearby apartments or in common areas.
- b) **Music:** Playing or practicing a musical instrument, singing or conducting vocal exercises is prohibited between 10:00 PM and 8:00 AM.
- c) **Apartment floors** must be covered by carpeting or other noise-reducing material over at least 80% of each room. Bathrooms, kitchens, closets, and balconies are excluded from this policy.
- d) **Children** may not play in the lobby, hallways, corridors, stairwells, elevators, or basement.
- e) **Pets** shall not be permitted to make loud and repeated noise that disturbs other residents.
- f) **Appliances:** Noise-making devices such as vacuum cleaners and floor waxing machines may not be used between 11:00 PM and 8:00 AM.
- g) **Construction work:** Renovation, substantial repair work, or installations which cause disturbing noise must be done between 9:00 AM and 5:00 PM Mondays through Fridays (not including legal holidays, when such work is not allowed).

- h) **Tools** Regular use of electric or manual tools at any time shall not be permitted if the noise unreasonably disturbs other residents. Noise-making tools should never be used between 10 PM and 8 AM.
- i) **Apartment doors** and stairway doors should not be allowed to slam closed repeatedly so as to disturb other residents. The maintenance, to prevent squeaking of interior doors and doors leading into the hallway, is the responsibility of the Lessee.

3) Doormen, Visitors, and Small Deliveries

- a) All visitors, delivery people, trades people, and messengers must be announced by the doorman before continuing on to the elevators. The doorman has authority to ask visitors for I.D.
- b) Lessees may not ask building employees to do personal errands or perform any personal services, beyond their prescribed duties, during the employees' scheduled working hours.
- c) Lessees who wish a third party to have independent access to any apartment (i.e. gives keys to a third party) must give written notice of such consent to the doorman.
- d) Vehicles may not be parked so as to block or impede access to any door. Curb space in the front of the building is and should at all times remain available for short periods of loading and unloading, e.g., for taxicabs.
- e) Commercial promotional matter - including menus and advertisements - shall not be placed under apartment doors or on the shelves opposite the elevators. Any person or business violating this rule may be barred from making deliveries in the building.
- f) Group tours, auctions, or exhibitions of any apartment or its contents may not be conducted without the *prior* written consent of the Lessor or the Managing Agent.
- g) "Open House" showing of apartments is not allowed.

4) Moving and Large Deliveries

An appointment must be scheduled at least one week in advance with the Management Office for any move-in, or move-out or with the superintendent for delivery of a piece (or pieces) of large furniture. This is necessary since our building has only one elevator car designated for these purposes on each side of the building.

Move-ins, move-outs, and deliveries may be scheduled between the hours of 9:00 AM and 5:00 PM on weekdays only. Only one move is scheduled per day since each move may last many hours. Only under extenuating circumstances will the Management Office or superintendent approve a move or major delivery on a weekend or outside of the designated time period. Weekend moves and deliveries must be scheduled at least *two* weeks in advance, and the Lessee will be charged an additional fee equal to the overtime rate for a building staff member to be present during the move.

The schedule of applicable fees approved by the Directors, which must be submitted before the reserved date, may be obtained from the Management Office.

An inspection by the superintendent after the move or delivery will determine if there has been damage done to the common areas of the building or grounds. Refundable fees will be returned or withheld based on that inspection. Unauthorized moves and deliveries will be stopped immediately by the Lincoln Towers Security staff.

5) Common Areas

Lobby, Halls, Stairways, Elevators, Roof, Laundry Room, and Grounds)

- a) No smoking is allowed in elevators, hallways, stairways, or the lobby.
- b) Except when specifically authorized by the Lessor, consumption of food or drink is not permitted in the lobby. Any unwanted mail or other waste material should be deposited in the waste receptacles in the mail rooms.
- c) The lobby may not be used for meetings, except organized by the Directors or with the written permission of the Directors. The Directors will approve Tenant Association meetings in the lobby or Community Room at reasonable times.
- d) Lessees should not cause any disturbance in the public areas (lobby, halls, stairways, elevators, etc.) that might interfere with other residents' rights and comfort. Children may not play in these areas.
- e) The use of the phone at the lobby desk is limited to the doorman's contact with apartments, Security, the Managing Agent, etc. It is not to be used for personal calls.
- f) Socializing at the lobby desk or with the doormen should be limited since it distracts the doormen from their essential duties.
- g) Public areas, including hallways and doors, may not be furnished or decorated without the prior consent of the Board of Directors or the Managing Agent. It is the present policy of the Directors not to approve decoration of a public hall above the ground floor unless all apartments for which such hall serves as a means of ingress or egress, have consented.
- h) Bicycling, roller skating/blading, scootering and skate boarding are not allowed on the sidewalks, along the front driveway or anywhere within the building.
- i) Halls and stairways must be kept free of obstruction. Articles such as the following: bicycles, baby carriages, tricycles, shopping carts, packaging cases, open umbrellas, refuse, doormats, shoes etc. may not be left in the hallways.
- j) No signs, notices, or advertisements may be displayed in public areas or placed at/under individual apartment doors without the prior consent of the Board of Directors, except that residents may post signs on the bulletin board provided for such purpose in the laundry rooms without such consent.
- k) Use of the roof is prohibited. In addition to the danger, walking about the roof may damage the roofing materials.
- l) The indoor common areas shall not be used for selling, soliciting, playing, or exercising, except with the written permission of the Lessor.
- m) Lessees may use laundry room facilities during hours designated from time to time and are expected to help keep the room neat and clean.
- n) No equipment may be removed from the laundry room, even temporarily. This includes laundry carts, tables, and chairs.
- o) Bleach and other corrosive materials used by residents must be kept in a spill-proof safety container when moved within the building.

6) Garbage and Refuse Disposal

- a) **Garbage** should be dropped down the chute only between 8 AM and 11 PM
- b) **Garbage** should not be left on the floor of the compactor room.

- c) *Newspapers* should be left in a neat stack on the shelf in the compactor room on each floor between 8 AM and 11 PM
- d) *Recyclable materials*, as defined by the municipal authorities, must be deposited in the designated container between 8 AM and 11 PM. Cans must first be rinsed to remove food residues that attract vermin. *For the safety of building employees, glass containers should also be rinsed and placed in the recyclable container in the compactor room.*
- e) *All wet debris* should be securely wrapped, preferably in a plastic bag; the package should be small enough to fit easily down the chute. The Lessee is responsible for the immediate cleanup of any debris in the hallway and compactor room, including kitchen garbage, soap powder, wrappers, and the like. Notify the superintendent or doorman when garbage has been dropped but not cleaned up, so that it can be removed by maintenance staff.
- f) *Small cartons*, boxes, crates, glass, wood items, and other solid matter should not be put down the chute. They should be left neatly on the floor of the compactor room, if they do not impede access to the room and do not prevent the door from being closed. Whenever possible, cartons should be broken down and flattened.
- g) *Bulky items*: contact the doorman or superintendent to arrange to have them picked up.
- h) *Vacuum cleaner bags*, as well as other accumulations of dust, dirt, and the like, should be securely wrapped before being dropped down the chute.
- i) *Never drop flammable, explosive, corrosive, combustible, or noxious substances, lighted cigarettes, or cigars down the chute.* This includes carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, oil-soaked rags, or empty paint cans. Combustible materials should be so labeled and left on the floor of the compactor room on the resident's floor; if assistance is needed, contact the doorman or superintendent.

7) Apartment Interiors

- a) Any structural alteration, demolition, or repairs may only be made with prior approval of the Lessor and in compliance with such terms as the Lessor may specify. Alteration request forms and applicable rules and regulations may be obtained from the Managing Agent.
- b) Installation of major appliances and equipment involving plumbing and electrical work may be done only with prior written approval of the Lessor and in compliance with such terms as the Directors may specify. Request forms may be obtained from the Managing Agent.
- c) Sinks, toilets, baths, and other water drainage systems should not be used for the disposal of garbage such as sweepings, rubbish, or rags. Costs of repairing damage caused by misuse shall be paid for by the Lessee.
- d) Access to an apartment by the Managing Agent will only be made after prior notice or in the event of an emergency. If access is not available, Lessees will be responsible for the cost of repairs resulting from the emergency entry.
- e) The Managing Agent, and any contractor or workman authorized by the Managing Agent, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insect, or other pests and for the purpose of taking

such measures as may be necessary to control or exterminate any vermin, insects, or other pests.

- f) In-sink garbage disposals and, except in those apartments previously approved, clothes washers and dryers are not allowed in any apartment. The Lessor reserves the right to inspect any apartment when evidence suggests that any of these appliances has been installed.
- g) The electrical panels located on various floors may not be opened and utilized except by authorized building personnel.
- h) Only air-conditioners approved by the Lessor and Managing Agent may be installed in an apartment. Only air-conditioners that fit the sleeves in apartment walls will be approved.

8) Renovations, Construction, and Repairs

- a) Construction, repairs and renovations may be conducted only between 9:00 AM and 5:00 PM on weekdays. They are not permitted on legal holidays or on weekends. Before starting this work, Lessees are required to secure a renovation package from the Management Office that describes applicable rules and procedures. Certain alterations may involve a filing with the NYC Buildings Department.
- b) When a gas appliance is being repaired, replaced, or otherwise disturbed, the work must be inspected by the superintendent who will confirm leak-free connections.
- c) The Lessor reserves the right to review all renovation plans (including work to be performed by Lessees themselves) and, if necessary, to use the services of a licensed engineer or architect at the applicant's expense. Construction and renovation work requires a refundable deposit to cover possible damage to elevators, hallways, etc.
- d) To avoid rejection or delays in approval of renovation proposals, Lessees and their advisers should keep in mind the following major construction limitations that will be applied:
 - i) Existing service (electrical, plumbing, etc.) risers, whether exposed or in service chases, shall not be relocated.
 - ii) The apartment electrical service, between the corridor distribution closet and the apartment's fuse box or circuit breaker panel, shall not be modified.
 - iii) The electrical service load (amperage) allocated to each apartment must remain as built and shall not be enlarged.
 - iv) All plumbing must be done by a NYC-licensed professional plumber. The existing plumbing fixtures (sinks, lavatories, toilets, and tubs) may be replaced or relocated, but there shall be no additional fixtures on any riser.
 - v) Gas appliances (stoves, etc.) may be replaced only with gas-fired units.
 - vi) Waste disposals are permitted under guidelines established by the building engineer subject to adequate capacity in the plumbing lines.
 - vii) Clothes washers or dryers (either fixed or portable) are *not* permitted *unless* Lessee opts to eliminate either a bathroom or kitchen in an existing or combined apartment and to install a wash-dryer in its stead. Installation of waste disposals and/or washer dryers must conform to the building's specifications which may be obtained from the Managing Agent.
 - viii) Through-the-wall air-conditioning units shall not be replaced with new units having larger power requirements or requiring wall sleeve changes. Replacement

air-conditioners must have New York State energy code approval. No window-unit air-conditioners shall be installed.

- ix) Built-in fixtures and furniture shall be constructed so as to provide accessibility to the existing building services such as pipe chases, electrical risers, and air-conditioners.
- x) Kitchen and bathroom vents may not be blocked under any circumstance.

9) Windows and Balconies

- a) The windows in all apartments in which children up to 10 years of age reside must be equipped with window guards. It is the responsibility of Lessees to apply for them to the Management Office and ensure that they are securely installed at all times. Lessees in apartments without children may also secure window guards through the Management Office. It is a legal requirement that all Lessees fill out a Window Guard Form each year.
- b) No object may be hung, thrown, or shaken from the doors, windows, or balconies or put on the outside window sills of any apartment. No pigeons or other birds shall be fed from the window sills, balconies, common areas or on the sidewalk or street adjacent to the building. Special care should be taken to extinguish cigarettes and dispose of them in the apartment.
- c) No awnings, air-conditioning units, TV aerials, satellite dishes, or other objects that will protrude beyond any balcony or window ledge are allowed.
- d) No radios, direct broadcast satellite receivers, or TV aerials, shall be attached to or hung from the exterior of the building without prior written approval of the Lessor or Managing Agent.
- e) Windows should be kept clean. In the event of neglect, ten days after notice in writing from the Managing Agent, such cleaning may be arranged by the Lessor which shall have the right to arrange entry for such purposes. Costs incurred will be the responsibility of the Lessee.
- f) No sign, notice, advertisement, or illuminations excluding reasonable and appropriately secured U.S. flags and holiday decorations, shall be put at or on a window or balcony, or exposed anywhere, unless approved by the Lessor.
- g) Painting of windows or sashes is not permitted.
- h) Balconies may not be enclosed.
- i) Balconies should be kept clean and may not be used as storage areas, dog runs, or pet toilets.
- j) Lessees should ensure that balcony furnishings (including plants and plant material) are properly maintained, secured, and do not cause personal harm to anyone or damage to their own or other residents' apartments. Such damage is the offending Lessee's responsibility and that Lessee is liable for all claims and suits that may result.
- k) Only wood or plastic planters that do not exceed 2 feet in diameter and have proper drainage holes, standing on supports at least two inches from the balcony and three inches from the wall, may be used. Concrete planters are not permitted.
- l) Charcoal grills and open flames are not allowed on the balconies. Propane tanks are also not permitted.

- m) No Lessee shall paint the walls, railing, ceiling or divider of the balcony. The Lessee, with prior written approval of the Directors, may paint; install ceramic or other appropriate tiling or carpeting over a protective drainage mat on the floor in accordance with specifications that may be obtained from the Managing Agent.
- n) Balcony lighting may be installed, but only pursuant to specifications and drawings furnished by the Management Office.

10) Sub-metering of Electricity

On September 18, 2002, Lessor obtained the approval of the State of NY Department of Public Service to initiate sub-metering of electricity. Previously, Lessees were charged for electricity based on the number of shares allocated to their apartment, without reference to actual usage. As a result:

- a) Rates and charges paid by Lessees will be based on the actual costs to Lessor as measured by the utility company's master meter. This will be accomplished by dividing the total dollars billed by the utility company by the total kilowatt-hours indicated on that monthly billing. This produces a cost per kilowatt-hour which will be multiplied by the number of kilowatt-hours indicated on the individual meters servicing the Lessee's apartment. The sub-metering company will prepare a monthly bill indicating the monthly charges to be paid to the Lessor that will be sent to the Lessee together with the monthly maintenance statement.
- b) Monthly cost of electricity to Lessee may include a service charge of up to \$4.00 per meter, provided that the total charge may not exceed the charge that would have been made by the Consolidated Edison Company for direct metering of the same service.
- c) Sub-meters will be read on the same schedule as the utility company's reading of the master meter and will be billed on a monthly basis.
- d) Monthly bills will indicate in plain language, the dates of the billing period, amount of consumption, taxes, service charges, and total due.
- e) Failure to pay the electric charges will be treated the same as failure to pay the maintenance charges and the Lessor has the same rights as it has if maintenance is not paid.
- f) If Lessee has a complaint involving electric service, it must be submitted in writing to the sub-metering company, with a copy to the Managing Agent, and shall indicate the action or relief sought. After review of the complaint, the sub-metering company shall advise the Lessee of the disposition of the complaint not later than thirty (30) days after receipt of the complaint. If dissatisfied with the resolution, Lessee has the right, within a reasonable time, to file a written protest requesting review of the determination by an outside, unbiased, independent grievance arbitrator, retained by Lessor and selected from the American Arbitration Association or equivalent organization. The finding of the arbitrator shall be final and binding upon Lessor and Lessee.
- g) For purposes of these sub-metering rules, the holder of unsold shares, rather than rental tenants occupying the apartments represented by such shares, shall be deemed to be the Lessee.

11) Pets and Other Animals

- a) Only with prior Lessor approval are pets permitted in the building, and only if certain criteria are observed. Dogs should be of a reasonable size and breed for a city apartment.

- b) All dog owners must register their dogs with the Lincoln Towers Community Association (LTCA). Only Lessor-approved dogs registered with the Management Office and wearing the LTCA I.D. tag may be walked on the grounds. These tags will only be issued to Lessees who have obtained Lessor approval for their pets.
- c) Lessees are responsible for their pets' behavior, and for ensuring that their pets do not infringe on other Lessees' rights or cause damage or undue wear and tear on our mutual property. Pet owners are responsible for the cost of professional cleaning, repairs, or replacement if any wall, stairwell, steps, or floor finishes are damaged and/or stained by their pet.
- d) Effective June 1, 2000, a one-dog per apartment limit was adopted by the Lessor for new Lessees and Lessees who did not then have a dog.
- e) Dogs and cats must always be on a leash, or carried, when outside an apartment.
- f) Residents may not "walk" their pets (i.e. allow them to relieve themselves) in the stairwells, on balconies, sidewalks, walkways, tree pits, or in public areas of the building.
- g) It is the responsibility by each dog owner to assure that he or she, or any walker retained to walk his or her dog, complies with city regulations and building policies with respect to dogs, including regulations requiring that dogs be curbed (walked on the public street, not the driveway) and that some form of "pooper scooper" always be used.
- h) Pets must be kept away from areas posted with "No Pets Allowed" signs and from all landscaped areas.
- i) Potentially dangerous pets (e.g. poisonous snakes, constrictors, and most pit bulls) are not allowed in the building, even temporarily. Unruly pets, whatever their size, are not permitted.
- j) Residents should not feed pigeons, birds, squirrels, et al., from the building, on the Lincoln Towers grounds, or on the sidewalks and streets around the building.
- k) Security guards are authorized to remind residents and visitors when they violate these rules, and to keep a record and report violations. Violation will result in a fine. Continued disregard may result in additional legal action.
- l) A dog walker may not bring a dog that doesn't live here into the building. A dog walker may, however, pick up multiple dogs from 205 West End Avenue

12) **Parking Spaces**

- a) Nothing may be stored in a parking space except a passenger automobile and items contained therein.
- b) No more than one licensed passenger automobile may be parked or stored in a parking space.
- c) Each automobile must be maintained in a condition such that it does not cause damage to the space (e.g. from an oil or transmission leak).
- d) No vehicle is permitted to be serviced, repaired, washed, or otherwise worked on in a parking space or on any other portion of the building grounds except for changing a tire or charging a battery.
- e) No Parking Space may be painted by the tenant or signs placed thereon.

13) Fines

- a) **Unauthorized Renovation:** Any shareholder who renovates without prior approval of the plans by the board will be subject to a fine of up to \$5,000.
- b) **Unapproved Sublet:** Any shareholder who sublets without approval of the Lessor will be subject to a charge of up to \$1,000.00 plus 20% of the monthly maintenance for each month the unauthorized sublet is in effect, in addition to eviction of the unapproved tenant.
- c) **Unauthorized Washer/Dryer:** A penalty of up to \$3,000 will be imposed for an unauthorized installation, in addition to requiring removal of the appliance.
- d) **Other Violations:** Other violations of the house rules will be subject to the following schedule of fines:
 - i) First offense will result in a warning letter;
 - ii) Second offense will result in a fine of \$100.00;
 - iii) Third offense will result in a fine of \$200.00;
 - iv) Continued non-compliance will be referred to the Board of Directors for action.