

# PARK CITY 3 & 4 APARTMENTS, INC.

98-05 63<sup>RD</sup> ROAD, SUITE #1K

REGO PARK, NY 11374

TEL: (718) 897-2000

FAX: (718) 275-6804

Revised 1/1/2015

## AMENDED HOUSE RULES

(Adopted by the Board of Directors on April 15, 2009)

Violation of any House Rule(s) or terms of the Proprietary Lease can result in legal action. The Shareholder is responsible for all legal expenses incurred by the Corporation as a result of the Shareholder's and/or their tenant(s)' or guest(s)' actions.

### 1. OCCUPANCY GUIDELINES

The number of occupants per apartment is as follows:

Studio	2 persons
1 Bedroom	3 persons
2 Bedroom	4 persons
3 Bedroom	5 persons

Guests other than immediate family are permitted to live in the Shareholder's apartment for no more than thirty (30) days. The Management Office must be notified in writing in advance who will be residing in the apartment, and for what length of time. The Shareholder must use the apartment as a primary residence. Violators of this policy will be fined **one thousand dollars (\$1,000.00)** per month.

### 2. GARBAGE REFUSE AND RECYCLING MATERIAL

The following rules shall be observed with respect to the proper disposal of garbage:

- (I) Place rinsed metal, plastic and glass containers in the blue recycling bins located in the basement of your building. This includes: metal cans (tuna, soup, etc.), plastic bottles (soda, juice, etc.) and glass jars (baby food, jam, etc.).
- (II) Newspaper should be tied with sturdy twine in bundles no more than one (1) foot high. Do not bag newspapers. Leave your bundles in the green recycling bin in the compactor room on your floor.

- (III) Food waste and garbage should be carefully placed in a drip proof plastic bag before it leaves your apartment and is carried to the compactor room on your floor. Material of this nature should be placed into the compactor disposal chute. Under no circumstances should food waste be placed on the floor of the compactor room.
- (IV) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into the compactor chute. Items of this nature should be taken down to the basement of the building by the resident.
- (V) Under no circumstances should carpet sweepings containing flammable materials such as naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other toxic, inflammable, highly combustible substances be thrown into the compactor chute. These items should be placed neatly on the compactor floor in a secure container. Under no circumstance should lighted cigarettes or cigar stubs be thrown in the compactor chute.
- (VI) Vacuum cleaner bags should never be emptied into the compactor chute. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then placed on the compactor room floor. All organic or kitchen waste shall be disposed in compliance with applicable laws.
- (VII) Disposal of bulk items such as discarded mattresses, furniture, air conditioners, appliances, etc. by a resident must be arranged in advance with the Management Office to ensure proper disposal.
- (VIII) Residents must comply with all recycling laws in accordance with the New York City Code.

Non-compliance with the above rules will result in a **one hundred dollar (\$100.00) or more** fine imposed and charged to your account per occurrence.

### **3. MOVE IN/MOVE OUT**

All move in/move out activity must be scheduled with the Management Office a minimum of one (1) business day prior to taking place. Permitted time and hours for a move in/move out is **Monday thru Friday 8:30 AM – 4:30 PM**, excluding legal holidays. Trunks, furniture, appliances, televisions, heavy baggage, etc. shall be taken in or out of the building **ONLY** through the basement/service entrance. The same applies to all deliveries.

- (I) Anyone moving in or out must first obtain a written permit from the Management Office and present a certified check, bank check or money order in the amount of five hundred dollars (\$500.00) made payable to “Park City 3 & 4 Apartments, Inc.” as a deposit against any damage done during the move in or out. **ONLY** the padded elevator is to be used for the move in or out and for deliveries.

- (II) The deposit will be returned after the move or delivery is successfully completed with no damage to the building or elevator.

Non-compliance with the above rules will result in a **five hundred dollar (\$500.00)** fine imposed and charged to your account per occurrence.

#### 4. SUBLETS

- (I) Subletting of apartments is subject to the Board of Directors or Management approval. Any shareholder who illegally sublets their apartment will be fined **one thousand dollars (\$1,000.00)** per occurrence. Any shareholder who continues to illegally sublet their apartment will be fined an additional **five hundred dollars (\$500.00)** per month for each month the apartment remains illegally sublet. In addition, the shareholder will be responsible for all legal fees incurred by the Corporation in accordance with the Proprietary Lease. To obtain a Sublet Application, please contact the Management Office.
- (II) All purchasers must reside in the purchased apartment for a minimum of one (1) year prior to applying to the Board of Directors for sublet approval and must comply with all of the terms of the Proprietary Lease.
- (III) The shareholder can sublet the apartment for a maximum period of three (3) years from the date of the first Lease Agreement. The sub-lease cannot be for a period of less than eleven (11) months.
- (IV) After three (3) years of subletting the Shareholder must either move back into the apartment or sell it.
- (V) All apartments must be inspected by Management before permission to sublet is granted by the Board of Directors.
- (VI) A sublet fee of fifteen percent (15%) of the monthly maintenance will be charged per month to the shareholder.

#### 5. RESALE

All resales must receive prior written consent from the Board of Directors. The apartment must be inspected by Management before permission is given for a sale. The inspection report by Management will be required at closing. For additional information pertaining to resale, resale fees and to obtain a resale application, please contact the Management Office.

#### 6. PUBLIC AREAS

- (I) Lobbies – Patients of any doctor/dentist who has an office in the building shall not be permitted to wait in the lobby.

- (II) Hallways and Stairways – shall not be obstructed or used for any purpose other than ingress and egress of the building or individual apartment units. Ball playing, bicycle riding, skate boarding and roller-blading is prohibited.
- (III) Catwalks – Storage of any item on the catwalk is strictly prohibited. Ball playing, bicycle riding, skate boarding and roller-blading is prohibited. Non-compliance with this will result in a **two hundred fifty dollar (\$250.00)** fine.
- (IV) Loitering – is not permitted in or on the front steps, vestibules, catwalks, lobbies or hallways.
- (V) Solicitation – of any kind is not permitted in the building. Distribution of flyers or posting notices or any commercial use of apartments by residents is prohibited: specifically daycare, mail-order or any other home business occupation. Non-compliance with this will result in a **five hundred dollar (\$500.00)** fine imposed and charged to your account for each occurrence.
- (VI) Personal communication bulletin boards – are provided in every laundry room. The posting of announcements, advertisements, signs, posters, etc. is not permitted in any other areas of the building.
- (VII) Smoking – in common areas is strictly prohibited in accordance with the New York City and New York State Law; the common areas include elevators, hallways, catwalks, lobbies, stairways, garages and laundry rooms.
- (VIII) Roofs – No one is permitted to enter the bulkhead, elevator room or the roof itself at any time, for any reason. Non-compliance with this will result in a **two hundred fifty dollar (\$250.00)** fine imposed and charged to your account for each occurrence.
- (IX) Satellite Dishes – No satellite dish can be installed without written approval of the Board of Directors. Dishes cannot be attached, fixed or mounted in any fashion to any structural component of the building, including, but not limited to window ledges, walls and terrace railings or anywhere on the roof. Shareholders will be fined up to **one thousand dollars (\$1,000.00)** for installing satellite dishes without written approval of the Board of Directors or Management. Please contact the Management Office at (718) 897-2000 for further details.
- (X) Carriages, strollers, bicycles, wagons, carts (including shopping carts) and **ALL** other wheeled vehicles (including luggage) must enter and exit through the basement/service entrance. Non-compliance with this will result in a **fifty dollar (\$50.00)** fine imposed and charged to your account for each occurrence.

## 7. WINDOWS, TERRACES AND DOORS

- (I) No article shall be hung or shaken on or out of an apartment entry door, window, and terrace or on an air conditioning unit. Terraces are not to be utilized to dry laundry or store other large objects. Nothing is permitted to be hung on the railings. Throwing of objects, including, but not limited to cigarette butts, garbage or refuse from the terrace or window is forbidden. Non compliance will result in a **one hundred dollar (\$100.00)** fine for the first day and **ten dollars (\$10.00)** per day for each day thereafter, until the offending items have been removed.
- (II) Terraces shall be kept clean at all times. Non-compliance will result in a **one hundred dollar (\$100.00)** fine for the first day and **ten dollars (\$10.00)** per day for each day thereafter, until the terrace is clean.
- (III) Shareholders whose dog(s) create a nuisance while on the terrace will be fined **one hundred dollars (\$100.00)** per occurrence.
- (IV) Windows are to be covered with appropriate coverings such as blinds, shades or curtains. Blankets, sheets and similar materials are strictly forbidden. Signs, notices or advertisements are not permitted to be displayed in any window on the premises. Exhaust fans, hoods or other similar appurtenances are not permitted to project outside windows or terraces.
- (V) Items shall not be placed on external window sills, ledges, terrace rails or exterior surfaces of the building. Planters must be raised at least six (6) inches off the terrace floor and may not weigh more than twenty-five (25) pounds each. All flower boxes must be hung inside the handrail.
- (VI) If window fans and/or air conditioners are installed, they must be securely fastened to the interior window frame and must be registered with the Management Office prior to installation. As per section 132-03(B) (3)(II)(G) of the New York City Local Law 11, all window air conditioners must have approved brackets to support them.
- (VII) Entrance doors to the apartments and vestibules shall not be left open.
- (VIII) Only Management approved screen enclosures are permitted on the terrace.
- (IX) Entrance doors shall not be installed or painted at the entrance to an apartment, other than those installed or painted by the Corporation.
- (X) Radio and television sets are not to be operated on terraces at unreasonable noise levels. Every shareholder has the right to quiet enjoyment. Activities which create noise shall be restricted to designated hours.

- (XI) No other structural or decorative element including, but not limited to awnings, indoor/outdoor carpeting or ceramic tile floor coverings is permitted under any circumstances. Terraces may not be painted or altered in any way. Use of charcoal, gas or electric grill or storage of a propane gas tank is a violation of New York City Fire Codes and is strictly prohibited. Non-compliance with this will result in a **one thousand dollar (1,000.00)** fine.
- (XII) Obstruction to proper drainage of terrace floor is not permitted.
- (XIII) **No child under the age of ten (10) years old shall be left unattended on any terrace or catwalk at any time.**

## **8. ALTERATIONS/RENOVATIONS**

- (I) Shareholders planning alterations/renovation work must file work plans with the Management Office and be approved by the Board of Directors prior to the work's commencement. Approval of such changes, e.g. renovation of a bathroom, a kitchen, painting, installation of cabinets, installation of ceramic tiles, etc. is contingent on submission of plans, permits and contractor's proof of insurance for liability and workman's compensation.
- (II) The Board of Directors will determine when plans must be prepared by an engineer and filed with the Buildings Department. All work done must be approved by the Management Office in writing. There is a fee in the amount of twenty dollars (\$20.00) per day for any alteration/renovation.
- (III) A refundable deposit of two thousand five hundred dollars (\$2,500.00) is required before any alteration/renovation permit is granted. The deposit will be refunded upon satisfactory completion of alteration/renovation and inspection of the apartment by Management.
- (IV) Alteration/renovation permits will be granted for a maximum of three (3) weeks. All work must be finished within that time.
- (V) All work must be done within **Monday thru Friday 8:30 AM – 4:30 PM**, excluding legal holidays.

Non-compliance with the above rules will result in a **one thousand dollar (\$1,000.00)** fine imposed and charged to your account per occurrence. **NO EXCEPTIONS.**

## **9. TERRACE ENCLOSURES**

- (I) Permanent terrace enclosures are forbidden.
- (II) A standardized temporary screen enclosure against pigeons and squirrels is permitted. Please contact the Management Office at (718) 897-2000 for further details on the screen enclosure.

- (III) No bars may be installed on the terrace railings except New York City Fire Department approved bars on the first floor.

Non-compliance with the above rules will result in a **one thousand (\$1,000.00)** fine imposed and charged to your account per occurrence. **NO** exceptions.

## **10. REPAIRS**

- (I) The shareholder/resident is responsible for all repairs inside the apartment. The shareholder may use a licensed outside personnel or may use the Corporation's maintenance staff at a prescribed fee, plus the cost of any necessary parts, except minor faucet leaks which are repaired at no charge.
- (II) The Corporation is responsible for all repairs within the structure of the building, e.g. roofs, pipes within the walls, heating, etc. Repairs under this category are without charge. Emergency service is available 24 hours, seven (7) days a week. Please call the Management Office at (718) 897-2000.

## **11. APARTMENT INSPECTIONS**

The Corporation has the right to inspect an apartment with 24 hour notice as per the Proprietary Lease.

## **12. APPLIANCES**

- (I) The installation, storage and use of washing machines and clothes dryers within the apartment are not permitted under any circumstances. All residents must use the building laundry room or an outside laundry service.
- (II) Jacuzzis and hot tubs are not permitted.
- (III) No sale or sublet will be permitted until the offending appliance(s) is removed, and all fees are paid and an inspection report from the Management Office is submitted to the Board of Directors.
- (IV) Instructions for installation of dishwashers are available in the Management Office.

Non-compliance with the above rules will result in a **one thousand dollar (\$1,000.00)** fine and a monthly charge of **five hundred dollars (\$500.00)** until the offending appliance(s) has been removed.

### **13. PERMITS AND APPLICATIONS**

The following permits will be issued by the Board of Directors and/or the Management Office:

Move In/Move Out Permit  
Temporary Parking Permit  
Alteration/Renovation Permit  
Delivery Permit  
Dog Permit

Please contact the Management Office at (718) 897-2000 for applications and further details.

### **14. PLAYGROUND, SITTING AREAS AND LAWNS**

- (I) Play activity shall be confined to the playground area provided for that purpose.
- (II) Standing or walking on the benches and any other unsafe acts are prohibited.
- (III) Playground and sitting areas are to be used between 8:00 AM and sundown or a specific time posted at the entrances or in the notice boards provided in each building.
- (IV) Entering upon any landscaped areas or sitting on lawns and around walks is prohibited.
- (V) Digging up or damaging planted areas or lawns are prohibited.
- (VI) Dogs are not permitted in the park, playground or on the lawns at any time.
- (VII) Appropriate attire must be worn in the playground at all times. No bare feet in the playground.
- (VIII) No drinking of alcoholic beverages or smoking is permitted in the playground. We recommend use of plastic bottles in the playground area.

Non-compliance with the above rules will result in a **five hundred dollar (\$500.00)** fine imposed and charged to your account per occurrence.

### **15. PARKING AREAS**

- (I) Parking spaces are available for resident shareholders only. The shareholder must be current on his/her maintenance payments to be eligible to apply for a parking permit or to park in the garage. The parking permit will be revoked if the shareholder is in arrears of any charges.



- (II) Occupants must park their vehicles within the space assigned to them, in accordance with the parking permit.
- (III) Washing, repairing or servicing of vehicles is prohibited in the garage or approach ramps. Non compliance with this will result in a **two hundred fifty dollar (\$250.00)** fine imposed and charged to your account per occurrence.
- (IV) Smoking in the garage is strictly prohibited by New York City law. Non-compliance with this will result in a **two hundred fifty dollar (\$250.00)** fine imposed and charged to your account per occurrence.
- (V) Parking in the driveways, ramps or reserved spaces belonging to others is prohibited. Visitors should be so advised. Non compliance with this will result in a **one hundred dollar (\$100.00)** fine per occurrence.
- (VI) Each occupant of a parking space must register, in writing with the Management Office the make, the model, the color and the license plate number of the vehicle. Changes of such information must be registered with or reported, in writing, to the Management Office. A copy of the valid vehicle registration and driver's license is required. All vehicles must have a valid inspection sticker.
- (VII) Littering is prohibited in the garage. Please use receptacles provided, but not the red fire buckets. No storage of any item is permitted behind the cars. The only exception is a tire to prevent damage to the vehicle.
- (VIII) Any occupant of a garage space shall not permit the space to be occupied by any vehicle, other than a vehicle duly registered as above for the specific space, unless the Management Office is notified in advance and a temporary permit is issued. Any vehicles in violation of this policy will be towed at the owners' expense.
- (IX) Please contact the Management Office to file an application to be placed on the garage space waiting list. Only shareholders who own a car and reside in their apartment are eligible to be on the parking waiting list. Only one parking space per apartment is permitted.
- (X) Please contact the Management Office for special parking rules if you are temporarily relocated or called for military duty.

## **16. ANIMALS**

**Effective July 2004, new dogs are permitted with written Board of Directors' approval. No exotic animals or birds are permitted.**

- (I) Existing dogs must have proper licensing and health certification. The Management Office has the right to check the documents of the dogs periodically. All dogs must be on a leash when on the premises.

- (II) At no time may dogs be allowed to roam leashed or unleashed on the lawns or in any common area of the property.
- (III) Dogs must be curbed. No unleashed dogs are allowed in the parking garage.
- (IV) Owners of pets will be held responsible for damage or nuisance committed by their animals. Owners are required to have liability insurance.
- (V) All animals shall be kept and maintained in such a manner as to not interfere with the use and quiet enjoyment of other residents in the Cooperative.
- (VI) All animals must be attended to and come and go through the basement/service entrances. Under no circumstances are dogs to be taken through the lobby entrances.
- (VII) Please clean up after your dog as per the New York City pooper/scooper law.

Non-compliance with the above rules will result in a **two hundred fifty dollar (\$250.00)** fine imposed for the first occurrence and charged to your account with fines increasing to **five hundred dollars (\$500.00)** for every occurrence thereafter.

## **17. ELECTRICITY/ELECTRIC METER**

- (I) Shareholders are responsible for paying their individual electric consumption as billed.
- (II) Maintenance of wiring and the circuit breakers is the responsibility of the shareholder. An estimated bill will be issued if the reading cannot be taken.
- (III) Moving the electric meter and/or circuit breaker is not permitted under any circumstance. If a shareholder moves the meter it will result in a **one thousand dollar (\$1,000.00)** fine. **If a meter is unreadable the shareholder will be charged one dollar (\$1.00) per share May thru October and fifty cents (\$0.50) per share November thru April, each month.**
- (IV) Please contact the Management Office to obtain a list of charges to check the meter. A minimum of one hundred dollars (\$100.00) per hour will be charged to your account if no defect is found in the meter.

## **18. CO-OPERATIVE LIVING**

- (I) Shareholders/residents shall not make or permit any disturbing noises before 8:30 AM or after 10:30 PM on weekdays and 12:00 AM on weekends in the building by themselves, their family, friends, visitors, licensees, servants, equipment or appliances, not permit anything to be done by such persons that will interfere with the rights, comforts or conveniences of other residents or persons on the Corporation's property.

- (II) Shareholder/residents will be held responsible for all acts and all damages caused by their family, guests, pets or employees including the defacement or destruction of any part of the building or grounds.
- (III) The playing of musical instruments, radios and televisions in a disturbing manner is not permitted.
- (IV) At least eighty percent (80%) of the floor area of the apartment must be covered with rugs, carpeting or other noise reducing materials per the Proprietary Lease. The exception being the kitchen and the bathroom floor areas.

## **19. OTHER CHARGES**

- (I) Late Fees – Maintenance payments are due on the first of the month. Effective January 1, 2008, a late fee of **forty dollars (\$40.00)** is imposed for maintenance received after the tenth (10<sup>th</sup>) of the month.
- (II) Bounced Checks – Any check returned will result in a **thirty-five dollar (\$35.00)** service charge plus late charges if applicable.

## **20. AVAILABLE SERVICES**

**FOR FURTHER INFORMATION CALL THE MANAGEMENT OFFICE AT (718) 897-2000**

- (I) Garage space rental fee and availability, please contact the Management Office.
- (II) Automatic garage door remotes can be purchased at the Management Office for fifty dollars (\$50.00) each.
- (III) Maintenance repair is available for a fee, please contact the Management Office.
- (IV) Cable television. For service information please contact the Management Office.
- (V) Newspaper delivery is permitted. Security must be notified in writing in advance.
- (VI) Extermination is provided at no charge four (4) times per month on the first (1<sup>st</sup>) Saturday of each month and three (3) Tuesdays of each month.
- (VII) Intercom service is provided at no charge. Please contact the Management Office for further information.
- (VIII) Lobby Monitor Channel service is available at no charge. Please contact the Management Office for further information.
- (IX) Laundry rooms are for residents use only. Laundry cards are available in the Management Office at a cost of six dollars (\$6.00).

(X) In case of emergency, please call Security at (347) 234-4773.

(XI) For storage room information please contact BARGOLD at (718) BAR-GOLD.

**The House Rules and Regulations are in addition to the policies contained in the Offering Plan, By-Laws and the Proprietary Lease.**

**These policies may be amended at any time by the Board of Directors.**

**Administrative fees and/or fines are imposed for services and violations of the rules.**

**The same are subject to change by the Board of Directors. Please contact the Management Office for any clarification or further information at (718) 897-2000.**

## **21. GENERAL CONDITIONS**

- (I) Apartment Access – The agents of Park City 3&4 Apartments, Inc. and any contractor or workman authorized by the lessor shall be permitted to enter any apartment at any reasonable hour of the day upon notice or at any time without notice in case of emergency in accordance with the Proprietary Lease.
- (II) Housekeeping – Residents shall keep the interior of the apartment in good repair pursuant to paragraph 18(a) of the Proprietary Lease.
- (III) Renovations – Neither shareholders nor their sub-tenants are permitted to alter or add to the interior or exterior of the apartment without the prior written consent of the Board of Directors.
- (IV) Complaints – regarding the service and maintenance of the buildings or premises shall be made in writing to Park City 3&4 Apartments, Inc. and delivered to the Management Office at 98-05 63<sup>rd</sup> Road Unit #1K, Rego Park, NY 11374.
- (V) Real Property Damage – The Management Office must be informed in writing of any damage within 24 hours of the initial occurrence. Failure to notify shall release the Corporation of any responsibility regarding repair or replacement of the apartment or any damaged article.
- (VI) Homeowners and Rental Insurance – All shareholders and sub-tenants must obtain a homeowners or renters insurance policy whose required coverage's and limits are outlined in the application package prior to taking possession of or moving into a rented apartment. The Corporation is not responsible to repair or replace items of personal property.
- (VII) House Rules – may be added to, amended or repealed at any time by a resolution of the Board of Directors of Park City 3&4 Apartments, Inc. Any consent or approval

given under these House Rules by the Board of Directors may be amended or rescinded at any time.

(VIII) Violation of any House Rules is subject to a penalty as determined by the Board of Directors.

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To be signed by the Shareholder (Lessee) & Sub-Tenant (Sub-Lessee)

**The undersigned has read and agrees to fully abide by these current House Rules and shall be responsible for the actions of his/her family, guests and employees.**

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Signature (Lessee) / (Sub-Lessee)

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Signature (Co-Lessee) / (Co-Sub-Lessee)

Date: \_\_\_\_\_

Date: \_\_\_\_\_