

11825 HOUSE RULES

1. The public halls and stairways of the building as well as all other common areas shall not be obstructed or used for any purpose other than ingress to and egress from the units in the building.
2. All units need to allow the Superintendent daily access via the freight elevator between the hours of 8:30 am 4pm
3. Except for authorized employees of the Lessor, no one shall be permitted on the roof unless specifically authorized and for a proper business purpose by the Board of Directors.
4. No construction or repair work or other installation involving noise shall be conducted in any unit except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00p.m. No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such Lessees unit (as noted on the days & in the times below) if the same shall disturb or annoy other occupants of the building.

Any and all loud noises that may disturb other residents in the building are not permitted during the following times:

Fridays from 11:00 p.m. to 10:00 a.m.

Saturdays from 11:00 p.m. to 10:00 a.m.

Sundays through Thursdays from 9:00 p.m. to 5:00 a.m.

5. No article shall be placed in the halls or on the staircase, nor shall anything be hung or shaken from the windows or placed upon the windowsills of the building.
6. A. No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything be projected out of any window of the building without similar approval.

B. Residents are responsible for proper installation of air-conditioning units. This includes using a properly-qualified installation contractor. Air-conditioning units must be plugged into a proper outlet, and proper materials must be used for installation. The superintendent can elaborate on what must be used.
7. 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 writing by the Lessor or the Managing Agent.
8. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in an elevator and baby carriages and the above mentioned vehicles shall not be allowed to stand in the public halls, passageways, stairways, lobby or common areas of the building.

9. Messengers and trades people shall use such means of ingress and egress as shall be designated by the Lessor
10. Trunks, heavy baggage, kitchen supplies, market goods and packages of every kind are to be delivered only through the freight entrance.
11. Garbage pickup between 9am and 10am is Monday thru Friday (holiday exceptions). If the superintendent is denied access to the unit via the freight elevator during that time the garbage will not be picked up that day.
 - A. Garbage in tightly sealed plastic bags and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent of the building may direct.
 - B. Flammable materials may not be stored anywhere in the building. Flammable materials will be discarded without notice by the superintendent.
12. No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.
13. No group tour or exhibition of any unit or its contents shall be conducted, nor shall any auction sale be held in any unit without the consent of the Lessor or its Managing Agent.
14. The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or the Managing Agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the unit for the purpose and to charge the cost of such cleaning to the Lessee.
15. The Cooperative will only accept complaints and issues that are made in writing and are less than sixty (60) days old. This is qualified as being within sixty (60) days from the time of the incident or event or the discovery thereof. The Cooperative cannot effectively address complaints over sixty (60) days old. All shareholders and residents should immediately address all complaints/issues in writing and to the attention of the Board of Directors.
16. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any unit 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, 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
17. A. No repairs, renovations, alterations or any work of any kind may be performed in the building unless approved first by the Board. If you are planning on having work done you must use a licensed contractor and both you (shareholder/tenant) and the contractor must provide to 11825 Owners Corp with Insurance documentation and both sign indemnification and insurance agreements. Said documents and requirements can be found on the buildings website 118East25.com in the owners section and must be submitted to the Board prior to the commencement of work.

B. The shareholder is responsible for assuring that any/all contractors in his/her employ are licensed and adequately insured relative to the work performed.

18. Smoking is banned in all common areas.

19. A. Within 30 days of a shareholder moving into the building, the shareholder must provide 11825 Owners Corp with up-to-date keys for his/her apartment. A fine of \$175 for the first month plus \$25 for each ensuing month will be imposed on all shareholders who do not comply. The fine will be added to the monthly maintenance.

B. Anyone who has not provided keys as provided in the house rules will be responsible for emergency locksmith costs or door repair costs if access is needed to his/her apartment.

20. Shareholders are responsible for the actions and behavior of their tenants and/or guests and for assuring that tenants and/or guests understand and adhere to the rules & requirements of the Cooperative. Shareholders are responsible for damage to the building as a result of actions by guests, tenants or vendors.

21. Prior to the closing of any Unit, it is the shareholders obligation to arrange with the Resident Manager and Managing Agent to inspect the apartment. This inspection is performed so as to protect the cooperative and is not performed by licensed personnel. Only obvious items of interest to the cooperative are reviewed. As a buyer you should have a licensed inspection service review the unit to protect your interest. As a shareholder you are responsible for the coordination of servicing for the performance of repairs for any defect or issue that the cooperative considers must be repaired or serviced at any time in the future.

22. Both the buyer and seller will be required to provide the corporation's Board or managing agent with a check for \$3000, payable to 11825 Owners corp., at the time of the buyer's application. The checks will be held in escrow until after the buyer and seller have completed their respective moves. Once complete, the Resident Manager will inspect the premises to ascertain that damages have not been done to the property, at which time the \$2000 will be returned. In the event damages have been incurred as a consequence of the move, the appropriate monies will be deducted from the \$2000.

23. 11825 Owners Corp must be notified three weeks before anyone may move in or out of the building and several days before any deliveries of furniture or appliances are made through the freight entrance.

24. Deliveries must be made Monday through Friday between 8:30a.m. & 4:30 p.m. All deliveries must be made through freight entrance. The building shall not be liable for damage to or loss of any packages. The building will not be responsible to store any mail, packages, or deliveries if access to the unit is unavailable.

25. All units must upon transfer have a carbon monoxide detector installed.

26. Smoke Detectors are required in all units

27. The Board of Directors may set fines for any infraction of the House Rules. The Board has the right to levy fines against any shareholder or anyone possessing ownership and who is occupying or utilizing in any way any unit upon notification of said violation.
28. Additionally any shareholder or anyone who represents themselves as possessing ownership of any unit regardless of whether or not they have been granted board approval who fails to comply with the house rules or requirements of the proprietary lease may be fined at the boards discretion up to \$200 per day until the board is provided with satisfactory proof that the matter has been resolved.
 - a. Such compliance issues may include but are not limited to: fire and safety, plumbing, electrical issues, failure to provide required insurance, unauthorized sublet, or use of Unit for a purpose deemed in violation of the proprietary lease, house rules or building code, failure to comply with city fire or building codes, failure to respond to city fire department or building department or any city agencies request for inspection to satisfy a complaint or suspected violation.
 - b. The Board may at its sole discretion take whatever action it deems necessary to resolve any violations at the expense of the unit owner or the individual occupying the unit.
 - c. In the event the building 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. Additionally the board may at its discretion levy a fine.
29. The directors, in their sole discretion, may impose a 'late charge' consisting of a penalty and/or interest on late payments of: common charges, maintenance fees, rent, a fee to be paid upon transfers and /or subletting, storage room fees, or other service fees or fines in connection with lessee's violation of the provisions of the proprietary lease, or any house rules in effect or hereafter adopted by the directors.
30. In the event of any dispute with respect to the foregoing, the determination Of the Board of Directors shall be final and binding upon all parties, provided that any determination with regard to a legal or engineering issue shall be supported by a written opinion of an attorney or engineer, as appropriate, selected by the Board of Directors. The Lessee shall grant the Superintendent or any professional designated by the Board of Directors Access to the lessee's unit to ensure compliance by the lessee within the foregoing house rules.
31. The lessor shall not be responsible to the lessee for nonobservance of violations of the House Rules by any other lessee or person.
32. Complaints regarding the services of the building or violations of the House Rules or proprietary lease shall be made in writing to the Board. The complaint must include details as to who, what, where and when.
33. No subletting of any unit is permitted without the express permission of the board. All subletting must comply with the buildings sublet requirements and pay the required sublet fee.
34. Parties or gatherings of more than 15 people require advanced notice to the Board for its approval. The Board requires that the services of the Superintendent be utilized for the duration of the party or gathering and the shareholder will be billed for the Superintendent's time by the Board.

35. Waiver of trial by jury: To the extent permitted by law, the respective parties hereto shall and hereby do wave trial by jury in any action, proceeding or counter claim brought by either of the parties hereto against the other on any matters whatsoever arising with the Lessee's use or occupancy of the unit or any claim of damage resulting from any act or omission of the parties in any way connected with the proprietary lease or the unit. Further all parties agree to a maximum limit for recovery of any legal fees that may result from any legal action be \$5000.00
36. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time. Furthermore, these House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

Signature: _____
Shareholder

Date: _____

Signature: _____
Shareholder

Date: _____