



# House Rules

Revised October 2008

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## 1. OBSTRUCTION, FURNISHING AND DECORATION OF VESTIBULES, FIRE ESCAPES, COURTYARDS AND OTHER PUBLIC AREAS.

The entrances, vestibules, sidewalks, building stairways, fire escapes, courtyards, grass areas and driveways shall not be obstructed or used for any purpose other than entry and exit from the units in the buildings.

- No mopeds, bicycles, scooters, strollers, baby carriages or other wheeled items or personal effects shall be allowed to stand in vestibules and public areas of the buildings.
- Personal items such as tables, chairs, shelves, shoes, umbrellas etc. shall not be allowed to stand in vestibules and public areas of the buildings.
- Any resident may decorate the entrance door of their unit, within reason as deemed by the Board of Directors.
- Shopping carts should not be removed from store parking lots and are not permitted on Flowerview Gardens property.
- Fire escapes must be kept clear at all times. At no time may a shareholder place any object on the fire escapes.

The fine is \$50 for the first offense. The second offense is a \$75 fine and the third offense is a \$100 fine and confiscation of the item.

## 2. PLACEMENT AND DISPOSAL OF ARTICLES

- No articles, including laundry, shall be hung or shaken from the doors, windows, terraces, trees, shrubs, roofs, fire escapes or handrails of the buildings.
- No cigarettes, matches, trash, or articles of any kind are to be thrown from terraces/windows or disposed of in anything than the proper container.

The fine for each offense is \$50 plus the cost of replacement for any damaged items.

## 3. CARPETING OF APARTMENTS

- All shareholders, tenants and sub-tenants must have 80% of **each room**, including hallways, covered with plush carpeting and sufficient padding. This rule does not apply to kitchens and bathrooms.
- All new residents must comply within 30 days of taking occupancy.

The fine is \$100 each month of non-compliance.

#### 4. WINDOW COVERINGS

- At no time should inappropriate items such as bedspreads, sheets or shower curtains be used as window coverings.
- Windows must be kept clean. In case of refusal or neglect by a shareholder after 30 days of notice in writing, such cleaning may be performed by the co-op. An authorized agent of the co-op will enter the apartment for purpose of cleaning. The cost of this cleaning will be charged back to the shareholder in addition to any fines.

The fine is \$50 for each month of non-compliance.

#### 5. EXCESSIVE NOISES, CONSTRUCTION REPAIR WORK DISTURBANCES

- No person shall make or permit any disturbing noises in the buildings or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other shareholders.
- No person shall permit the excessive use of any musical instrument or permit the operation of a stereo/compact disc player, radio, television, exercise equipment or any other appliance in shareholder's apartment between the hours of 10:00 PM and 8:00 AM Sunday through Thursday and 11:00PM through 8:00AM Friday and Saturday, to the extent it shall disturb other occupants of the building.
- Construction, repair work or other activities involving loud noise shall be permitted Monday through Friday between the hours of 8:00 AM and 6:00 PM on weekdays and 10:00 AM and 4:00 PM on Saturdays and holidays. Contractors and shareholders must obtain written permission from the Board of Directors to perform repairs at any other time.

On first offense a \$50 fine will be assessed. The second offense is a \$75 fine and the third offense is a \$100 fine.

#### 6. ODORS

- No shareholder shall permit unreasonable cooking, cleaning, smoke or other odors to escape into buildings. All units must have proper ventilation such as open windows, fans etc. in order to prevent such odors from affecting neighbors.

The fine for each offense is \$100.

## 7. USE AND INSTALLATION OF AIR CONDITIONERS, VENTILATORS, ETC

- Any installation of any device projecting out of any window must be installed in accordance with the manufacturer's specifications and in compliance with all pertinent House Rules.
- Air conditioner units must be installed through a window. All installations must not cause damage to existing windows. The cost of repairing damage that is a result of a faulty air conditioner install will be charged to the shareholder.
- All air conditioners are subject to periodic external maintenance inspection. Any air conditioner not installed properly will require immediate correction. If the maintenance department is required to correct the problem, the shareholder will be charged our normal hourly rate plus any fines.
- At no time may any air conditioner cause noise or disturbance that is deemed to be excessive and intrudes upon the reasonable expectations of the shareholder's neighbors.
- At no time may a resident install a ventilation fan, unit, etc that protrudes from the windows or exterior façade of the building.
- Installation of permanently mounted ventilation fans is subject to an alteration agreements and any other required documentation.

The fine is \$100 for each month of non-compliance.

## 8. USE OF SATELLITE DISH OR AERIAL ANTENNA

- A satellite dish or aerial antenna shall not be attached to or hung from the exterior of any buildings or windows.
- The co-op has the right to remove any antenna, satellite dish or other hanging items that it deems to appear dangerous.

The fine is \$100.

## 9. USE AND REPAIR OF TOILETS, TUBS, SINKS, ETC.

- Toilets, tubs, sinks, etc are not be used for any purpose other than those for which were constructed. Nor shall any rubbish, diapers, sanitary products, or other articles be disposed of in them.
- The shareholder in whose apartment misuse or failure to maintain has occurred shall pay the cost of the repair and any damage resulting from misuse of any toilet, tub, sink etc.
- In the event that a clog should occur in a plumbing line, the co-op will clear the blockage free of charge.
- At no time should any shareholder use a liquid plumber type product nor should a shareholder contact his or her own plumber to clear a blockage. The shareholder will be responsible for any damages that occur.

The fine is \$50.

## 10. ALTERATIONS TO APARTMENTS

- Shareholders are specifically cautioned that their right to make any addition, change or alteration to the interior of any portion of their apartment requires the written consent of the Board of Directors by way of an Alteration Agreement. Shareholders are responsible for the maintenance and upkeep of all alterations made to their apartment, whether done by them or previous owner(s). For more information on permissible alterations please pick up an alteration agreement from the Management Office.
- At no time may any shareholder cause or permit any alteration to be made to the exterior of any building or any common areas.

The fine is \$1000, all legal fees and full restoration to the area's original condition. In the event that an alteration would have been permitted if an alteration agreement were filed, the shareholder may choose to back-file and pay all legal fees.

## 11. INSTALLATION AND USE OF APPLIANCES

- Any installation of an appliance must meet the specifications set forth by the appliance manufacturer.
- If the installation of the appliance requires the alteration of any portion of the building (e.g. vent holes, new electrical wiring, or gas piping) the proper alteration agreement must be filed.
- At no time may a shareholder install or cause to be installed a washing machine or dryer of any type.

The fine is \$100, all legal fees and full restoration to the area's original condition. In the event that an alteration would have been permitted if an alteration agreement were filed, the shareholder may choose to back-file and pay all legal fees.

## 12. PETS

- No bird, animal or pet of **any kind** shall be kept or harbored in the buildings of Flowerview Gardens, unless permission has been expressly granted in writing by the Board of Directors. Such permission shall be revocable by the Board of Directors at any time and the granting of such permission may be subject to conditions imposed by the Board.
  - With respect to shareholders who were keeping or harboring pets prior to the adoption of this house rule (1989), such pet must be registered yearly with the managing agent on a form to be supplied by the managing agent. Such registration shall include a photograph of the pet, a veterinarian's note stating the approximate age of the pet, and the owner's name and address. The cost of registration is \$50 each year.
  - In the event that a registered pet dies, is disposed of, or is otherwise not kept by the shareholder, it may not be replaced.
- No pet shall be permitted in any of the public or common areas of Flowerview Gardens unless it is on a leash.
- Shareholder shall be responsible for any damages to the buildings or common areas caused by their pet.
- Shareholder shall be responsible for the clean up and removal of any pet feces deposited on Flowerview Gardens property.
- No shareholder may permit his or her pet to become a menace or nuisance to the community or any resident thereof.
- No pet will be brought into any facility or common area that specifically excludes it.

- All pets shall be curbed in such a manner as to be respectful to the comfort and needs of other shareholders.
- Any unleashed pets found running loose shall be reported to the appropriate village facility for removal from the property.
- Pets are not permitted on any grass or garden plot under any conditions.
- No pigeons, birds or other animals shall be fed from the windows, terraces, balconies, courtyards, sidewalks or other public portions of Flowerview Gardens property. Items such as bird feeders, birdbaths and birdhouses will be confiscated on site.

The fine for harboring an un-registered pet is \$100 per week, any legal fees the co-op may incur, and immediate removal of the pet. The shareholder is also subject to termination of their Proprietary Lease if they fail to comply with the House Rules.

In the event that a shareholder with a registered pet violates any of the above rules, they are subject to a fine of \$25 per occurrence. In the event a shareholder with a registered pet incurs three (3) violations within a twelve (12) month period, they will be considered in violation of their Proprietary Lease and subject to termination of said lease and/or removal of the pet and responsible for any legal fees the co-op may incur.

Complaint Procedure: In the event a pet owner is not in compliance with the House Rules, the offended party should immediately contact the managing agent via postal mail. Please be sure to include as much information as possible; description of the animal, description of the offense, building where the pet is located and the name of the owner if possible. Shareholders who log a complaint are more than welcome to follow up via telephone once they have sent their written complaint via mail.

### 13. INSECT EXTERMINATION

- Flowerview Gardens offers the services of an exterminator at no charge to the shareholder. Participation in this service is voluntary, however, employees of the co-op and any contractor or workers authorized by the co-op may enter any apartment or garage upon reasonable notice for the purpose of inspecting to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests.
- If the co-op must take measures legal or other to control an infestation, the cost of such measures shall be payable by the shareholder.

The fine is \$75 for each month of non-compliance.

#### 14. USE OF VESTIBULES, COURTYARDS AND OTHER PUBLIC AREAS

- Shareholders, children and guests shall not play in the vestibules, stairways, garages, roofs or trees. Lawns and trees shall not be abused. Tree climbing is not permitted.
- Smoking is prohibited in common hallways.
- Shareholders, tenants, and sub-tenants will be held responsible for the action of their children and guests, and will be held responsible for any damages.

Requests for exclusive use of the park area for gatherings should be made with the Board of Directors no less than 15 days prior to the desired date. A fee and application is required.

The fine is \$50 for the first offense. The second offense is a \$75 fine and the third offense is a \$100 fine and confiscation of the item.

#### 15. YARD SALES AND AUCTIONS

- Shareholders are not permitted to hold yard sales or auctions on any outdoor areas including but not limited to terraces, courtyards and park areas.

The fine is \$250.

#### 16. PERSONAL PROPERTY ON LAWNS, DRIVEWAYS, STEPS AND OTHER PUBLIC AREAS

- No decorations may be placed on lawns, driveways, steps etc.
- No personal property such as tables and chairs may be placed on lawns, driveways, steps etc.
- Personal property should not be left unattended.
- Bicycles must be secured to the available bike racks and kept in good working condition.

On first offense a \$50 fine will be assessed. The second offense is a \$75 fine. The third offense is a \$100 fine and confiscation of the item.

## 17. PROPER USE OF TERRACES

- Terraces must be properly maintained by the shareholder to prevent deterioration.
- Items being used on the terrace (such as a table, chairs, etc) must be properly anchored or secured to ensure the safety of nearby residents.
- Terraces are not to be used to hang laundry.
- Terraces may not be lit so brightly as to cause an unreasonable disturbance to nearby residents.
- Seasonal items must be neatly stored and covered during the cold weather months.
- Terraces may not be used for storage of items that are not used outdoors.

The fine is \$100 per offense.

## 18. USE AND STORAGE OF BARBECUES

Only residents who have outdoor concrete terraces are permitted to use both charcoal and propane barbecues provided that:

- Barbecues must be used in a safe manner and kept away from any combustible material and building entrances so as not to create a hazard or nuisance to adjacent apartments.
- No more than one (1) 20lb LPG (propane) tank is used.
- A garden hose or 16 quart pail of water is nearby.
- Hot grills should never be left unattended.
- Charcoals must be cool before being disposed of in proper container.
- All propane tanks must have the valve closed when not in use.
- At the end of the summer season barbecues must be covered with a green or black covering and neatly stored on the shareholder's terrace.
- Propane tanks must be emptied when they are stored during the cold weather months.
- Propane tanks are to be kept outdoors only.

The fine is \$100 per offense

## 19. USE OF SIGNS, NOTICES, AND/OR ADVERTISEMENTS

- No sign, notice, advertisement or illumination shall be posted on or at any window or other part of the buildings or on any Flowerview Gardens property except such as shall have been approved in writing by the Board of Directors.

The fine is \$50 for each week of non-compliance.

## 20. PLANTING AND REMOVAL OF FLOWERS, ETC

- The Board of Directors may direct the maintenance department, contractors or shareholder to remove any and all foliage/plantings from common areas, terraces and/or window ledges it deems unsightly or dangerous.
- No shareholder shall install or cause to be installed, any plantings on terraces or common areas which are not contained in a pot or other suitable container. It is the responsibility of the shareholder to maintain the containers in good condition.
- Any planting, foliage, etc placed directly in the ground will become the immediate property of the co-op.
- Plantings, potted or otherwise, may not be displayed or hung from the buildings, window ledges, or fire escapes.
- At no time may any shareholder place a plant, potted or otherwise, in the park areas of Flowerview Gardens. Items placed in park areas will be immediately removed and considered the property of Flowerview Gardens.
- Shareholders shall not use the garden hoses for purposes of maintenance for plantings that are considered co-op responsibility. The co-op sprinkler system and landscaper will assure that all plants/foliage are properly watered.

The fine is \$25 per offense plus confiscation if deemed appropriate.

## 21. GARAGES AND PARKING SPACES

- Garages are not to be used for any commercial purpose.
- Garages are to be used primarily for storage of properly registered vehicles.
- Shareholders are permitted one (1) garage or one (1) parking space.
- Individuals who currently lease more than one (1) garage or parking space have been “Grandfathered” into this rule.
- Garage and parking space leases may be canceled at the discretion of the Board of Directors.
- Garages and parking spaces may not be sublet.
- Any shareholders with a garage(s) located under apartments are required to park head in where possible and idling is prohibited.
- Any shareholder with a parking space is required to park head in.
- If your name is on the waiting list for a garage or parking spot and one becomes available, you will not become eligible to rent until any and all arrears on your maintenance account have been paid in full.
- Accounts in arrears of 45 days or more will be subject to an automatic cancellation of any and all parking space or garage licenses and leases.
- Any electric garage door openers are the responsibility of the shareholders that is renting the garage. The shareholder is responsible for all upkeep and any damage that may occur as a result of the door opener, regardless of whether it was installed by a previous renter(s).
- Garage doors must be kept closed when not in use.
- Electric outlets and plumbing in garages are for use by the maintenance department only. Use of these items is cause for immediate revocation of any and all parking space or garage licenses and leases.

Parking spaces and garages are considered a privilege and as such may be revoked by the Board of Directors if the above regulations are not followed.

## 22. PARKING OF VEHICLES, TOWING POLICY AND SPEED LIMIT

- Only vehicles that have a valid Flowerview Gardens parking sticker are permitted to park on Flowerview Gardens property.
- Parking is permitted only in spaces/garages assigned and any violation thereof will be subject to a fine and or towing of the vehicle at owner's expense.
- Vehicles that are illegally parked will be stickered immediately. If not moved in a reasonable amount of time, the car may be towed.
- All cars parked on Flowerview Gardens property must be in operable condition. Storage of immobile vehicles on Flowerview Gardens property is prohibited and subject to towing, unless authorized in writing by the Board of Directors.
- Shareholders may not exceed five (5) miles per hour when driving on Flowerview Gardens property or run their motor unnecessarily or objectionably.
- Parking and driving on our grass and common areas is prohibited.

### Definition of an illegally parked vehicle.

All Flowerview Gardens shareholders are responsible for compliance with the following regulations. Vehicles parked on Flowerview Gardens property and not in compliance with the following regulations will be fined and/or towed at the vehicle owner's expense.

- Vehicles that are blocking driveways, oil delivery zones, garages, parked cars, dumpsters, handicapped spots and designated "No Parking" zones on Flowerview Gardens property.
- Vehicles that are taking up more than one (1) parking space on Flowerview Gardens property.
- Vehicles that do not have a valid Flowerview Gardens parking permit, or the permit is torn, altered, illegible or does not match the license plate.
- Vehicles that have a commercial plate without a valid parking sticker and are parked on Flowerview Gardens property.
- Vehicles that do not have valid registration, license plates or inspection sticker.

The fine is \$75 per occurrence plus all restoration costs should damage result and loss of parking privileges if a spot or garage was assigned. Vehicles that are towed are done so at owner's expense.

## 23. REPAIRS/SERVICING

- Motor vehicles shall not be repaired or serviced on Flowerview Gardens property.
- Under no circumstances are chemical, toxic or potentially dangerous fluids to be disposed of on Flowerview Gardens Property. Individuals caught will be reported to the Environmental Protection Agency
- In broad terms the co-op is generally responsible for the maintenance and repair of all work behind the walls of your apartment. Shareholders are generally responsible for all repairs and maintenance within the confines of their apartment. Please contact the managing agent for further clarification.
- The shareholder is responsible for any damage from problems or neglect originating in their apartment and causing damage to other apartments and common areas.
- Under extenuating circumstances the co-op is sometimes forced to make emergency repairs. The cost incurred by such repairs will be billed to the responsible party at a later date.

Some areas of responsibility cannot be easily determined. In such cases (which may include the issues above), the final determination of responsibility will be made once Maintenance and Management has thoroughly inspected and evaluated the situation. Shareholders may ask the Board of Directors to reconsider such determination.

## 24. EMERGENCY ACCESS

- Employees of the co-op, management or maintenance may enter an apartment in the case of an emergency.
- In addition, they may also enter the apartment for inspection or for the performance of work that may be reasonably required.

## 25. COMMERCIAL USE OF APARTMENT

- Shareholders and residents of Flowerview gardens may not use their apartments or any common areas for commercial use.

The fine is \$500 per month and immediate termination of Proprietary Lease.

## 26. ILLEGAL SUBLETS AND RESALES

- The co-op will impose a fine for new or renewal sublets not approved by the Board of Directors in writing.
- All shareholders wanting to sublet their apartment must first contact the managing agent and submit a sublet package for approval.

The fine is \$1,000 for each month of non-compliance plus all legal fees the co-op may incur. The co-op retains the right and may seek the termination of your Proprietary Lease.

## 27. MOVE IN/MOVE OUT

- A shareholder may move in or move out only between the hours of 8:00 AM and 6:00 PM on weekdays and 10:00 AM and 4:00 PM on Saturdays and holidays.
- Moving trucks are not permitted to park on lawns, sidewalks, courtyards, parking lots or driveways within Flowerview Gardens.
- The maintenance department must be notified of any move in or move out at least 5 business days in advance,
- The cost to repair any damage to the building or property as a result of moving in or out will be charged to the responsible shareholder and/or resident.

The fine to be assessed will be based upon an inspection of the area and the extent of the damage caused.

## 28. SECURING OF INTERIOR AND EXTERIOR DOORS AND HALLWAY WINDOWS

- All common doors should be closed at all times.
- If a common door must be propped open to make way for a delivery or move in/out the door may not be propped open from the hinge side as this causes damage to the structure.
- Common hallway windows must remain shut on days where the average temperature is 55 degrees Fahrenheit or below.

The fine is \$50 per offense.

## 29. LATE MAINTENANCE PAYMENTS

- Maintenance bills will be deemed late, if they are received by the management company by the tenth (10) day of the month.
- Late payment fees are not refundable.

The fine for late payments is \$25.00 per month.

### **House Rule Procedures**

In the event that you observe a shareholder violating the house rules, please notify our managing agent immediately. Please provide as much information as possible, such as building, apartment #, name (if known), and a description of the violation.

If you do not receive a satisfactory response from our managing agent within 10 business days, please contact the Board of Directors.

All house rules violations are subject to a fine, recovery of legal fees and termination of proprietary lease.

The House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors.

### **Snow Removal Strategies**

Our snow plan calls for the removal of ice and snow from designated priority areas first. These areas include handicapped ramps and the business offices where our employees work.

The board of directors is very involved in all aspects of our co-op including snow removal. Our maintenance department will always do their best to clear our property in the quickest and most efficient manner. As you know, each storm is different and presents its own set of facts and circumstances.

The board wishes to thank you for cooperation with our snow removal procedures.

### **Laundry Rooms**

Laundry rooms are for resident use only. All laundry rooms are open from 8:30 AM until 11:00 PM, 7 days a week. If a washing machine or dryer breaks down please call the 1-800 number provided on the posters in each laundry room. The machines are normally repaired within 24 hours.

### **Storage Lockers**

Individual lockable storage areas are available in the basement of Building 7 at 55 Tulip Ave. These lockers are maintained by Bargold, Inc. Please contact Bargold at (718)-247-7000 if you would like to lease a lockable storage space or if you have any questions.