

***CREST MANOR HOUSING CORPORATION***

***HOUSE RULES***

***AMENDED MAY 2018***

# CREST MANOR HOUSING CORPORATION

## HOUSE RULES

The purpose of House Rules in a cooperative is to set out guidelines for the operation of our building. The House Rules are not intended, nor can they cover every conceivable aspect of shareholder activity in the building. They are to be used in conjunction with your proprietary lease. As with other apartment buildings, we live under close circumstances with our neighbors in the building; the safety and proper maintenance of each apartment affects the rest of us. Our residences are our homes and, in many cases, our most valuable financial asset. We all share in the desire to keep Crest Manor safe, comfortable, and well maintained. Each shareholder, in signing the proprietary lease, has agreed to abide by the House Rules.

The Board of Directors ("Board"), the Managing Agent, and the staff of the building have the responsibility for maintaining and upholding the House Rules. A list of Board members and contact information is available from Stillman Management (the "Managing Agent").

Complaints about violations of these rules should be made to Managing Agent in writing or by email and not to any staff members. These House Rules should be considered a "living document" that may be further updated or changed by the Board from time to time as new issues arise, pursuant to paragraph 13 of the proprietary lease.

### 1.0 UNIT OWNER AND TENANT RESPONSIBILITIES

- 1.1 Unit owners shall not use or permit the use of their unit in any manner which would be disturbing or a nuisance to other owners, or in such a way as to be injurious to the reputation of Crest Manor.
- 1.2 No unit owner/tenant shall make or permit any disturbing noises or activities in the Building, or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of the other unit owners/tenants.
- 1.3 No unit owner/tenant shall play or suffer to be played upon any musical Instrument, or operate or permit to be operated a phonograph, radio, television, loudspeaker or other sound amplification devise in such unit between 11:00 PM and the following 9:00 AM, if the same shall unreasonably disturb or annoy other occupants of the Building, and, in no event shall practice or suffer to be practiced either vocal or instrumental music between said hours.

- 1.4 Unit owners, tenants, agents, servants, employees, guests, licensees, etc., shall not at any time permit or bring into or keep in their unit any flammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of the unit.
- 1.5 It is required that all apartments shall at all times have installed smoke and carbon monoxide detectors in good working order. Shareholders shall be obligated to maintain such detectors in good working order and provide the Corporation and/or its agents or employees access to their apartments on an annual basis to inspect and certify that such detectors are installed and functional.
- 1.6 No satellite dish, radio or television aerial shall be attached to or hung from the fire escapes, balconies or exterior of the Building. No cable wires are to be extended outside the window of any apartment.

## 2.0 COMPLAINTS

- 2.1 Complaints regarding the services or conditions of Crest Manor shall be sent to the Managing Agent or Board of Directors in writing or email: [crestmanorparking@gmail.com](mailto:crestmanorparking@gmail.com) .

## 3.0 COMMON AREAS

- 3.1 The sidewalks, entrances, passages, public halls, elevators, vestibules, lobby corridors and stairwells, or of adjoining the building shall not be obstructed, littered, defaced or misused in any manner, or used for any purpose other than ingress to and egress from the units.
- 3.2 No articles, including but not limited to footwear, bicycles, baby carriages, shopping carts, boxes, cartons, garbage cans, trash bags, bottles, mats, etc. shall be placed or allowed to stand in any of the halls, stairwells, or on the fire escapes or any of the other common areas of the building.
- 3.3 Nothing shall be hung or shaken from any doors, windows, roof, or open areas of the building or placed upon the outside window sills of any unit or common areas of the building including fire escapes.
- 3.4 No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.
- 3.5 No public halls of the Building or outside common areas shall be decorated or furnished in any manner without the prior consent of the Board

- 3.6 No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Board of Directors.
- 3.7 Smoking is strictly prohibited in any interior common areas of the Building, as well as within 50 feet of the Building. The consumption of any alcoholic beverage or carrying of an open container containing an alcoholic beverage is strictly prohibited on the common areas of the Building.
- 3.8 The Board shall have the right to designate, terminate, modify or relocate any space devoted to storage and make any such rules and regulations with respect to the storage area as may be necessary.

#### 4.0 BALCONIES:

- 4.1 No balcony shall be enclosed by glass, screen or any material whatsoever. No balcony shall be covered by any awning. Nothing, including but not limited to clothing, towels or articles of any kind shall be hung from the balconies.
- 4.2 Astro-turf or carpeting is prohibited on the balcony as it retains water and contributes to the deterioration of the balcony.
- 4.3 No cooking or barbecuing of any kind is permitted on fire escapes or permitted on balconies. Torches may not be used to illuminate balconies.
- 4.4 Furniture and other objects on balconies must be secured during high-wind conditions. During extended absence of residents, objects that could be blown away must be secured or removed.
- 4.5 No feeding of birds is permitted from balconies.
- 4.6 Balconies should not be used for storage of unsightly objects

#### 5.0 ANIMALS, BIRDS, OR OTHER PETS

- 5.1 No dog (except seeing eye dogs), birds, reptiles, or other animals shall be permitted, kept or harbored in the building, except where expressly authorized by the Board of Directors. No service or support dog may be harbored in the Building without the prior written consent of the Board. All **approved** service and support animals must be under control and carried or on a leash at ALL times in the common areas of the Building or property.
- 5.2 Cats are permitted with a limit of 2 cats per apartment.

- 5.3 No pigeons, or other birds, cats, dogs or other animals shall be fed from the window sills, ledges, terraces, roof or other public or common areas of the building or any other common areas adjoining the building.

6.0 DWELLING AREAS:

- 6.1 No awnings or canopies shall be used in or about the Building. Moreover, nothing may be projected out of any window of the Building without the consent of the Board.
- 6.2 No sign, notice, advertisement or illumination shall be inscribed or exposed on or in any window or at another part of the Building, except as such shall have been approved in writing by the Board. However, holiday decorations are allowed in windows, but only for 10 days prior and 10 days after a holiday.
- 6.3 Toilets, sinks and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown in any such water apparatus. The cost of repairing such damage resulting from misuse of any toilet or other water apparatus shall be paid for by the shareholder in whose apartment it shall have been caused.
- 6.4 All apartments with children aged ten (10) years or younger must have window guards. Residents must allow the Superintendent access in the apartment for inspection and installation. The shareholders shall be responsible for the cost of installing window guards.

7.0 RENOVATIONS, REPAIRS OR CONSTRUCTION:

- 7.1 No one shall make any changes to the electrical, heating or plumbing systems nor make any non-cosmetic changes to an apartment or the Building without submitting such written plans to the Managing Agent and Board for approval.
- 7.2 No such work can begin without written approval from the Board. Any remodeling, alteration, installation or construction work involving noise can only be performed between the hours of 9:00 A.M. and 6:00 P.M. Monday through Friday (not including legal holidays (which are defined as days when the mail is not delivered) and between the hours of 9:00 a.m. and 2:00 p.m. on Saturday. In addition, the Superintendent must be advised prior to the performance of any such work in the Building by any contractors.
- 7.3 All contractors must have proper insurance and a copy of same must be furnished to the Board or Managing Agent prior to commencement of work

and as part of the approval process. All contractors must conform to the rules and regulations of the local building codes. All work must be made available for inspection by representatives of the Board and the appropriate local building department authorities.

## 8.0 COMPACTORS, GARBAGE AND WASTE DISPOSAL

- 8.1 Carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, oil soaked rags, empty paint cans, aerosol cans or any other flammable explosive type of highly combustible substances must not be deposited in the compactor as it is a fire violation and the offender is subject to prosecution under the law.
- 8.2 Heavy metal objects or large quantities of newspapers or magazines must not be deposited in the compactor. This also includes heavy cartons, corrugated boxes, wooden articles, clothes hangers, sticks, boards, aerosol containers, glass bottles, plastic bottles, or any other recyclable items. Said items must be brought down to the basement and placed in the appropriate container.
- 8.3 No garbage or waste or litter shall be left in the compactor rooms. If an item cannot be deposited in the compactor, it must be taken to the basement and placed in the appropriate container for disposal. Recyclables should be rinsed clean prior to placing in the appropriate container.
- 8.4 The building superintendent must be contacted to arrange removal of any large items or unusual amounts of waste, including furniture and carpets that cannot be deposited in the compactor or carried by the unit owner/tenant to the basement. All bulk items (including but not limited to refrigerators, stoves couches, TVs, etc.) are not to be placed in or against any part of the Building. Shareholders and their subtenants are solely responsible for the disposal of their bulk items. Any shareholder who violates this rule will be assessed for any disposal charge or expense incurred by the Corporation.

## 9.0 FLOOR COVERING

- 9.1 Unless expressly authorized, in writing, by the Board of Directors in each special case; 80% of the floor area of each unit (except kitchens, bathrooms, and closets) must be covered with rugs, carpeting or equally effective noise-reducing material (all with adequate padding).

- 9.2 New shareholders will be required to leave a \$500 deposit prior to move-in to ensure floors are properly covered. This deposit will be returned upon the superintendent certifying that flooring is adequate.

#### 10.0. INSURANCE

- 10.1 No unit owner/tenant shall permit anything to be done or kept in their unit or in the common areas which will result in the cancellation of insurance on the building or which would be in violation of the law. No waste of any kind shall be permitted in the common areas.
- 10.2 All shareholders must provide annually to the Managing Agent, proof of a valid homeowner's insurance policy.

#### 11.0 INSPECTION OF UNITS

- 11.1 Any agents of the Board of Directors, or the Managing Agent, or any employee of the Corporation and any contractor or workman authorized by the Board of Directors or the managing agent, including the building superintendent, may enter any room or unit at any reasonable hour of the day, on at least one day's prior notice to the unit owner/tenant, for the purpose of inspecting such unit for any violations of the Corporation By-Laws and House Rules and regulations and also for the purpose of inspecting such unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to correct, control or exterminate any such vermin, insects or other pests. Such entry, inspection or extermination shall be done in a reasonable manner so as not to interfere unreasonably with the use of such unit for its permitted purposes. If the Board takes measures to control or exterminate carpet beetles or bed bugs, the cost thereof shall be payable by the shareholder, as additional maintenance.
- 11.2 In the event of any emergency, such as to repair or abate any water leak, gas leak, fire or other condition which threatens life or human safety, or which may result in damage to the common areas or to any other unit, the Board of Directors, the Managing Agent or building superintendent may enter a unit without prior written notice to the unit owner/tenant.
- 11.3 All residents are required to submit a set of apartment keys to the superintendent for purposes listed in paragraph 11.2.

#### 12.0 LAUNDRY ROOM

- 12.1 Because these facilities are available, no washers/dryers shall be permitted to be installed or used in any unit or other areas of the building.

- 12.2 Owners/tenants only shall use these facilities according to the operating instructions on the units and shall use them only for the purpose designed and in such a manner as not to abuse them by overloading or damaging them in any way. Users are asked to: (a) remove lint and other loose materials from washers and dryers after each use; (b) clean up any spills of detergent or other leakage before leaving the laundry room; (c) remove clothes promptly from washers and dryers when cycles are finished. Hours of use are from 7:00 AM to 10:00 PM.
- 12.3 Clothing and other articles left in the washers/dryers or in the laundry room unattended are at the owner/tenants own risk and the management assumes no responsibility for lost, stolen or damaged items.
- 12.4 No items of any kind shall be left to dry in the laundry room (other than in dryers), nor dried or aired on the roof or any other open areas of the building or individual units, windows, etc.
- 12.5 The Board of Directors shall have the right to establish the hours when the laundry room may be closed such as during late evening hours for reasons of safety and security; for cleaning; and, from time to time, to revamp, relocate or repaint the space allocate for laundry purposes to close these facilities during such times, upon notice being posted.

### 13.0 MOVING & DELIVERIES:

- 13.1 All unit owners/tenants moving in or out of their units shall use the garage entrance and elevator on the south side of the building. This also includes occupants of all first floor units. All deliveries shall be brought in through the south side garage entrance.
- 13.2 Any illegal move in or move out will be given a \$500.00 administrative fee.
- 13.3 Residents moving in or out of the Building must advise the Managing Agent of such move not less than 5 business days prior to the date and time of the intended move and post a \$1000.00 deposit in the form of a bank check or money order made payable to Crest Manor Housing Corporation to cover possible damages to the common areas of the building. A \$500 administrative fee will be incurred if owner/tenant moves in or out of their units without advance arrangements and a failure to leave a \$1000 deposit to the Crest Manor Housing Corporation.
- 13.4 Deliveries and any moving in or out of the building can only be scheduled Monday through Friday between the hours of 9:00 AM and 5:00 PM (excluding legal holidays) or a \$500 administrative fee will be imposed.



- 13.5 Unit owners/tenants shall be held liable for all damage to doors, public hallways, elevators and any of the common areas of the building and the cost of any necessary repairs shall be deducted from the deposited monies with the unused balance, if any returned. If no damage is incurred, the full deposited monies will be returned without delay to a unit owner. If no damage is incurred by a tenant, the full deposited monies will be returned when moving out of the building. All monies will be held in an escrow account.

14. RECREATION

- 14.1 No unit owner, tenant, guest or anyone else shall play or cause disturbances in the entrances, passages, public halls, lobby, elevators, vestibules, corridors, stairwells, roof, fire towers, laundry rooms or storage areas of the building.
- 14.2 No unit owner, tenant, guest or anyone else shall use the sidewalks and ground adjoining the building for any recreational purposes including, but not limited to ball playing, barbecues or other activities that may create a nuisance, fire hazard or damage to the property.

15. REPAIR, SERVICE OR DELIVERY PERSONNEL

- 15.1 All repair service or delivery personnel including carpenters, painters, electricians, delivery men, etc., who are authorized to perform work or make deliveries in or to any unit or area of the building shall use the south side service entrance and elevator.

16.0 ROOF AREA

- 16.1 Unit owners/tenants, guests, families, servants, employees, agents, licensees, etc. shall not, at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the building.

17. PARKING AREA

- 17.1 All residents of the Building must register their vehicles with the Managing Agent and Crest Manor Parking Committee. Any changes in automobile registration or license plates must be reported to [crestmanorparking@gmail.com](mailto:crestmanorparking@gmail.com). All vehicles parked in the parking lot should have a current registration with a license plate. The parking lot is not a storage facility.

- 17.2 Residents may only park in assigned spaces. Any automobile found parked in a space not assigned to it may be immediately towed away at the owner's risk and expense.
- 17.3 No vehicle belonging to any resident shall be parked in such a manner as to impede or prevent the ready access to the entrance to the Building or another's parking space.
- 17.4 No repairs, car washing, or extra ordinary maintenance of any kind shall be performed in the parking areas, except of an emergency nature (i.e., flat tire).
- 17.5 No commercial vehicles shall be allowed to park in or about the entire complex. All commercial vehicles owned by any resident of the building must be parked out on the street or other arrangements be made.

#### 18.0 USE OF EMPLOYEES

- 18.1 No occupant shall send any employee of the Corporation out of the complex on any private business of the occupant without the prior consent of the board. No Occupant shall request any employee of the Corporation to perform any repairs that are the responsibility of the Occupant without the prior consent of the Board.

#### 19.0 AMENDMENT OF HOUSE RULES

- 19.1 These House Rules may be added to, amended or repealed at any time by resolution of the Board. Any consent or approval given under these House Rules by the Board must be in writing and shall be revocable at any time.

## SCHEDULE OF ADMINISTRATIVE FEES

<u>PARAGRAPH</u>	<u>FEES</u>
1.1	\$150.00
1.2	\$150.00
1.3	\$150.00
1.4	\$150.00
1.5	\$150.00
1.6	\$150.00
3.1	\$100.00
3.2	\$100.00
3.3	\$100.00
3.4	\$100.00
3.5	\$100.00
3.6	\$100.00
3.7	\$100.00
4.1	\$150.00
4.2	\$150.00
4.3	\$150.00
4.4	\$150.00
4.5	\$150.00
4.6	\$150.00
5.1	\$150.00
5.3	\$150.00
6.1	\$150.00
6.2	\$150.00
6.3	\$150.00
6.4	\$150.00
7.1	\$150.00
7.2	\$150.00
7.3	\$150.00
8.1	\$250.00
8.2	\$250.00
8.3	\$250.00
8.4	\$250.00
9.1	\$250.00

10.1	Eviction
10.2	\$200.00
11.1	\$125.00
11.2	\$125.00
11.3	\$125.00
12.1	\$125.00
12.2	\$ 50.00
12.4	\$ 50.00
13.1	\$150.00
13.2	\$500.00
13.3	\$500.00
13.4	\$500.00
13.5	\$500.00
14.1	\$100.00
14.2	\$100.00
15.1	\$125.00
16.1	\$100.00
17.1	\$100.00
17.2	\$100.00
17.3	\$100.00
17.4	\$100.00
17.5	\$100.00
18.1	\$100.00