

WELLESLEY GARDENS OWNERS CORP.

HOUSE RULES

Public Areas

1. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building shall not be obstructed in any way.
2. Children shall not play in the public halls, stairways, lobby, fire escapes, elevators, be unsupervised in the gym and shall not be permitted on the roof
3. No public area shall be decorated or furnished by any shareholder in any manner without prior written consent of the board with the exception of apartment doors with seasonal decorations. Decorations are allowed to be installed no more than 20 days prior to a holiday or 10 days after the holiday. Decorations should meet a reasonable standard with approval of the Corporation.

Private Areas

4. No shareholder 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 shareholders. No shareholder shall play upon or suffer to be played upon any musical instrument or any noise making devices in such shareholder's apartment between the hours of 11:00 PM and the following 8:00 AM. No construction or repair work or other installation involving noise shall be in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:00 AM and 4:00 PM.
5. No article shall be placed in the halls or on the staircase landings or fire towers/escape, nor shall anything be hung or placed upon the windowsill of the building.
6. No awnings, window air-conditioning units or ventilators shall be used in or about the building unless approved by the Board or the managing agent, nor shall anything be projected out of any window of the building without similar approval.
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 Board or managing agent.
8. No bicycles, or similar vehicles shall be allowed in a passenger elevator, baby carriages and the above mentioned vehicles shall not be allowed to stand in the public halls, passageways areas of the building. All bicycles will be stored in the garage.
9. Messengers and tradespeople shall use the service entrance to enter and exit from the building.
10. Kitchen supplies, market goods (including Pea Pod, Fresh Direct, etc.) and packages of every kind are to be delivered only through the side service entrance of the building. The exception to this rule would be take-out food ordered from a restaurant.

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11. Trunks and heavy baggage should only be taken in or out of the building only through the side service entrance.
12. Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the building may direct.
13. Toilets and sinks in the building shall not be used for any other purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, wet wipes, or any other article be thrown into the toilet. The cost of repairing any damage resulting from any misuse of the toilet other than apparatus shall be paid for by the shareholder in whose apartment it shall have been caused.
14. No shareholder shall send any employee out of the building on any private business of a shareholder.
15. No bird or animal shall be kept or harbored in the building unless the same in each instance have been expressly permitted in writing by the Board; such permission shall be revocable by the Board. In no event shall dogs be permitted on elevators or in any of the public portions of the building. No pigeons or other birds or animals shall be fed from the window sills, or fire escape, in the yard, court spaces or public portions of the building, or on the sidewalks or street adjacent to the building.
16. No radio or television aerial or dish antenna shall be attached to or hung from the exterior of the building without the prior written approval of the Board or the managing agent.
17. No vehicle belonging to a shareholder or to a member of the family or guest, or employee of the building shall be parked in such manner as to impede or prevent ready access to any entrance of the building, parking lot or garage by another vehicle.
18. The shareholder shall use the available laundry facilities only such days and during such hours as may be designated by the Board or the managing company.
19. The Board shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
20. All bedrooms must be 100% padded and carpeted. The thickness of carpet and padding or rug and padding will be increased by the Board of Directors on a case by case basis, if necessary. Any additional noise complaints submitted to the Management will automatically generate a mandated carpet/floor cover inspection to be performed by the property manager.
21. In addition to the 100% coverage requirements provided for in rule 21, the floors of all other rooms of each apartment must be covered with rugs and padding or carpeting and padding to the extent of at least 80% of the floor area of each room excepting only kitchens, bathrooms, and closets. Any additional noise complaints submitted to the Management will automatically generate a mandated carpet/floor cover inspection to be performed by the property manager.
22. No group tour, open house, or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale or tag sale be held in any apartment without the written consent of the Board or the Managing agent.
23. The shareholder shall keep the windows of the apartment clean. In case of refusal or neglect of the shareholder in complying with such requirements in no less than ten (10) days after notice, in

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writing, from the Board or the Managing agent to clean the windows. Such cleaning may be done by a building employee or a company to perform the work, which shall have the right, by its Board or Managing agent, to enter the apartment for the purpose and to charge the cost of such cleaning to the shareholder.

24. Complaints regarding the service of the building shall be made in writing to the Managing agent of the shareholder.
25. Any consent or approval given under these house rules by the shareholder may be revocable at any time.
26. The shareholder shall abide by all arrangements of the Board with regard to the use of the garage and the driveways thereto.

Security

Each Shareholder is required to provide a copy of the keys to their unit with the Superintendent. This is for **building emergency** purposes ONLY. If the shareholder chooses NOT to comply, the Superintendent is NOT responsible to attempt to gain access to the unit, should the Shareholder misplace their keys. If the shareholder causes any damage to any parts of the Building, due to Superintendent not having been provided with a key, the cost of repair will be borne by the Shareholder.

Shareholders must notify the Superintendent 48 hours prior to any oversized deliveries - Example: couches, large appliances, etc.

No shareholder should allow entrance to the building if they do not know the person who is trying to enter. This should not be considered rude but a safeguard for the residents of the building.

Sanitation and Disposal of Garbage

28. The following rules shall be observed with respect to incinerator equipment:

- i. All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.
- ii. Debris should be completely drip-free before it leaves the apartment and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the hopper door panel into the flue so it will drop into the flue for disposal.
- iii. No refuse/garbage that is considered recyclable material by the City of New York, such as bottles, shredded/torn papers, cardboard, newspapers or cans etc. Such Recyclable material shall not be dropped down the hopper door panel into the flue but shall be left in the appropriately marked container outside the superintendent's office or at such other location designated by the Board or managing agent from time to time.
- iv. Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner in the basement. Bulky items should be left outside the superintendent's office. Disposal of boxes, crates, cartons or similar items are to be placed at the designated area in building basement, adjacent to elevator, or at such other location designated by the shareholder from time to time.

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- v. Under NO circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil-soaked rags, empty paint combustible substances or lighted cigarettes or cigar stubs be thrown into the hopper door panel into the flue.
- vi. Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied in a plastic bag and then be placed through the hopper door panel into the flue.
- vii. The superintendent shall be notified of any drippings, or moist refuse, appearing on floors and corridors, stairways or elevator.
- viii. The Superintendent shall be notified of any drippings, or moist refuse, appearing on floors and corridors, stairways or elevator.

1. The disposal of electronic products will be done so in conformity with any local law relating thereto all electronics.
2. Disposal of Mattresses And Box spring: Mattresses and box spring removal needs to be handled in the following manner:

Should a resident need to dispose of either mattresses or box spring, both must be placed in a sealed (taped shut) plastic bag prior to removal from apartment. **See Super for plastic bag.**

- 29. No shareholder shall install any plantings on the fire escape, outside windows sills, or roof for any reason. Plantings to the front of the building are to be installed only with the approval of the Board of Directors.
- 30. The agents of the shareholder, and any contractor or workman authorized by the shareholder 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, insects or other pests. The purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Board or management takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the shareholder, as additional rent.

In The Event Of a Required Inspection

- 31. In the event an apartment is reported to have a presence of bugs or rodents, each adjacent unit, on either side, above and below the affected apartment will be inspected. The building's exterminating company will conduct an inspection as deemed appropriate by exterminating company. The resident of record, whether a unit owner will be notified in writing that an inspection is required and **MUST** allow access to the extermination.

Required Treatment for Apartment

The treatment process requires the resident's full cooperation. A preparation checklist for treatment as recommended by the building's exterminating company will be provided by the Management to any unit that has a presence of bugs or rodents. The resident in an affected unit must comply and properly prepare the apartment as indicated in written notification from the management office.

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Moving In/Out, Insurance, Misc. Rules

1. These house rules may be added to, amended or repealed at any time.
2. All shareholders must maintain Homeowners type (H06) policies, naming the Wellesley Gardens Owners Corp. (the coop corporation) as certificate holder. Upon request, all shareholders must provide a certificate to the Board or Managing agent evidencing such coverage. Shareholders shall be in default of their obligations hereunder if the certificate cannot be produced. The required Homeowners Insurance Policy type H06 shall include either named risk or all-risk terms, including, at a minimum, flood damage from plumbing leaks, overflows, etc. and fire damage coverage, general liability coverage and property damage coverage.
3. No grilling devices of any type, fires, flames or burning embers of any nature will be permitted to be built.
4. These Rules do not permit moving in or moving out of the Building on a Saturday, Sunday or legal holidays.

All moves must be scheduled with the Superintendent 48 (forty-eight) hours in advance. All move-ins must be conducted between the hours of 9:00 AM and 4:00 PM, Monday through Friday.

A deposit of \$1000.00 must be given to the Managing agent when moving in or moving out. This deposit will be returned upon examination of the public areas that no damage resulted from moving. All costs incurred or consequential to such move is the sole responsibility of the shareholder.

5. Shopping carts must always be returned to the point of origin they were taken from, either the garage or the storage room.
6. Graffiti and/or vandalism shall not be tolerated and will be deemed in violation of the house rules. The cost of removal shall be borne by the shareholder in whose unit the perpetrator resides or was invited.
7. No subleasing of any kind is allowed. Violators will be subject to fines. This rule does not apply to original shareholders who still reside in their original apartment. A sublet by an original owner must have the renters interviewed by the board.

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Parking

There is a waiting list for parking. Parking spaces are assigned to shareholders only. Shareholders, when their name comes up, are assigned an outdoor space first. When an indoor space becomes available and their name comes up they will have the option to move into that space. If a shareholder is in arrears with their maintenance, other fees or in violation of any house rule(s) they will not be assigned any parking space when their name comes up.

Changing parking spaces between shareholders is allowed if the agreement is done in writing and is presented to the board. Exchanging spaces cannot be done between the outside and inside spaces.

If a shareholder has a parking space and they move from one apartment to another they do not have to relinquish the parking space or lose their spot on any parking list.

Construction and Renovations

Proof of the following must be approved and on file with the managing agent and the superintendent prior to commencement of a renovation project. These items are:

- 1) Home Improvement Contractor Licensed in NYC
- 2) Current Workers Compensation paperwork
- 3) A valid and current insurance certificate

All construction and / or renovations must be approved by the Board. Failure to receive approval by the Board and present a copy of the contractor's license, insurance and workers compensation will result in the management putting a stop to all work in the apartment.

Wellesley Gardens Owners Corp Smoking Policy

In compliance with Local Law 147 the building's smoking policy is as follows:

- A. Smoking is banned in all common areas of the building including but not limited to the hallways, stairwells, garage, service areas, roof or any other public space within the building.
- B. Smoking is prohibited outside the building within five feet of ALL entrances into the building.