

**Ascan Avenue Owners Corp.**  
**House Rules**  
**Amended as of February 2017**

1. No shareholder or tenant shall make or allow any noise or other disturbance which interferes with the rights, comfort or convenience of other building residents occupants. Music and television volume should be kept at a level that does not disturb or annoy neighbors, especially between 11:00 p.m. and 8:00 a.m. Rugs or Carpeting with padding are required to cover 80% of the floor area of an apartment, with the exception of the kitchen, pantry, bathrooms, closets and foyer.
2. Children shall not play in the public halls, the lobby, the gravel drainage area behind the building or on the stairs, fire escapes, fire stairways or elevators. No children are permitted on the roof.
3. Domesticated household pets may be kept by tenants in their apartments, subject to rules and regulations adopted by the Board of Directors. In no event shall dogs be permitted on elevators or in any public part of the building unless carried on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies, or on the sidewalk or streets adjacent to the building.
4. No Lessee shall permit their dog or other pet to create a noise nuisance at any time. If pets are left unattended, measures must be taken to prevent barking.
5. The public halls and stairways of the building shall not be blocked or used for any purpose other than to enter and leave the apartments in the building. Fire escapes and the building's internal fire stairways shall not be obstructed in any way. No article shall be placed in the halls, on stairways or stairway landings, on the fire escapes or internal fire stairs. This prohibition includes bicycles, scooters, baby carriages or similar vehicles.
6. Nothing shall be hung or shaken by the building's doors, windows terraces or balconies or placed upon the window sills. Flower boxes are permitted provided they are securely attached; liability for injury or damage caused by anything falling from the building window rests with the shareholder or tenant. No plantings are allowed on terraces without the prior written approval of the Board of Directors or managing agent. Proper containers with adequate drainage are essential so that the weight of any such planting does not become excessive. It will be the responsibility of the Lessee to maintain the containers in good condition and ensure that the drainage holes do not become blocked and that the physical integrity of

year period. This second year lease can be for the same tenant or a new tenant.

- C. At the time each application is submitted an administrative fee payable to the Corporation equal to 25% of the shareholder's monthly maintenance shall be due and payable. This fee is in addition to the standard processing fees required with each application. In addition, upon approval, a monthly fee shall be due and payable equal to 25% of the monthly maintenance.
  - D. In case of extreme hardship, a shareholder may apply for a third sublet year. If the application is approved, the monthly fee shall be equal to 50% of the monthly maintenance. However, the decision of the Board on any extension is final. The penalty for unapproved sublet is \$1,500.00 for the first month plus \$500.00 each month that the unapproved sublet persists.
24. A. Any shareholder desiring to make structural alterations (e.g. moving walls, changing pipes or plumbing, replacing floor foundations) within their units must first submit work specifications and architectural plans to the managing agent. All plans must be approved by the Board of Directors prior to commencing any work.
- B. Any shareholder desiring to make non-structural changes within their unit that involve demolition or significant dust, smell or fumes, must first notify the managing agent.
  - C. Before the commencement of any work within a unit, the shareholder must sign an alteration agreement in form acceptable to the Corporation. Contractors must supply a Certificate of Insurance for general liability and bodily injury in the amount of \$1,000,000 bodily injury and \$500,000 property damage, and Certificates of Insurance evidencing Statutory Workers Compensation and Employers Liability Insurance, all of which must name Ascan Avenue Owners Corp., and ARAS Properties as additional insureds. Alterations, renovations and repair work must be in compliance with New York City and all other applicable building code requirements.
  - D. Prior to commencing any alteration, renovation or repair work (excluding painting, staining, window treatments or cosmetic work to a unit), a \$1,000 security deposit will be required as a deposit by the shareholder against any damage to the building's common areas and elements and to other apartments resulting from the shareholder's alteration, renovation or repair work.

- E. After completion of the work requiring a security deposit, the Superintendent will make a physical inspection of the building's common areas and elements and adjacent apartments. After completion of the final inspection by the Superintendent, the deposit will be refunded, less the cost of any damage incurred, including the cost to the Corporation of daily and any other clean up of the halls, elevators, lobby and basement and any refuse removal. If the cost of damage, refuse removal and cleanup exceeds the amount of the security deposit, the shareholder will be assessed the excess cost.
- F. All work (other than painting, staining, window treatments or cosmetic work to a unit) must be performed between 8:30 am and 5:00 pm Monday through Friday (excluding legal holidays), unless specifically approved in writing by the managing agent or Board of Directors. If use of the building's elevators is required, prior approval must be obtained from the Superintendent. Any owner who violates these time constraints or approval requirements will be fined \$500 per violation per day. In addition, Shareholders remain responsible for compliance with all other house rules regarding noise and nuisance.
- G. It is the shareholder's responsibility to see that contractors daily clean public areas that have been soiled as a result of their work. In addition, any disposal of refuse must be coordinated with the Superintendent. Shareholders are responsible for removal from the Corporation's premises of any non-household refuse generated by alterations, renovations or repair work to their units. There will be a fine of \$100 per violation per day of this rule.
- H. The Board reserves the right to engage, at the shareholder's expense, a licensed architect or professional engineer to review plans and inspect work.
- I. The Board reserves the right to engage, at the shareholder's expense, an attorney to review insurance, plans and the alteration application. The shareholder will be advised in advance of such decisions.
- J. Only licensed plumbers, electricians, contractors and subcontractors will be permitted to work in the building. Shareholders will be required to provide the managing agent with the name and license numbers of all plumbers, electricians, contractors and subcontractors.

- K. All repairs, renovations or alterations (excluding painting, staining, window treatments or cosmetic work) must be approved by Ascan Avenue Owners Corp., five working days prior to the commencement of work. All requests must be submitted to the managing agent in writing. Failure to obtain such approval will result in a \$500 fine.
  - L. All workers/contractors MUST have appropriate insurance and license in accordance with the local government rules and laws and be reviewed and approved.
  - M. Non-compliance may result in the removal of any work already started.
25. Moving in or out is permitted only on weekdays between 9:00 a.m. and 5:00p.m. No moving may occur on the following holidays: New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving or Christmas. A refundable deposit of \$500.00 is to be left with the managing agent against damages caused in moving and the Superintendent must be notified in advance of the move. Failure to notify the agent or superintendent will result in a penalty of \$350.00.
  26. Except where otherwise noted, the violation of any House Rule will result in a penalty of \$100.00 for the first offense and \$200.00 for a subsequent offense within a 12 month period.
  27. Any consent or approval given under these House Rules by the Board of Directors may be revoked with written notice at any time.
  28. The Board of Directors may amend these House Rules at any time by two thirds vote in favor of the amendment.
  29. **House Rule Regarding Garage Use**  
All garage doors are to remain closed and locked at all times, unless the garage renter is in the immediate vicinity. The rental of a garage entitles the renter to one parking space. No cars may be parked in front of a garage, only in the garage.
  30. Prior to a terrace being used, any shareholder with a terrace appurtenant to his/her apartment must purchase, at his/her own cost, matting for the terrace as prescribed by the Board of Directors. The shareholder is responsible for the cost of replacing the matting as necessary, as determined by the Board of Directors. The following activities, things and persons are prohibited on all terraces: barbecuing; loud music; fireworks; pools; storage (including, but not limited to, bicycles, scooters, baby carriages, appliances and furniture); garbage and refuse; plantings; radio and television aerals, dishes, wiring and cabling; children,

the building is not damaged.

7. No radio or television aerial, or any wires or cabling of any kind shall be attached to or hung from the exterior of the building without the prior written approval of the Board of Directors or managing agent.
8. No awnings, window air conditioners or similar units are permitted without the prior written approval of the Board of Directors or managing agent. Such consent will not be unreasonably withheld provided standard equipment is used, the contractor is approved, the wiring is sufficient and the Lessee agrees to abide by any other rules or regulations established by the Board of Directors for the installation of the unit and its use.
9. Use of the roof is prohibited and no person is permitted on the roof.
10. No public hall of the building shall be decorated or furnished by any resident without prior written consent from neighbors whose apartments share the hall for entry and exit. In the event of a disagreement, the Board of Directors shall decide.
11. No business requiring general public access is to be conducted within the building. Neither is any sign, notice advertisement or illumination permitted in any window or other part of the building except as has been approved in writing from the Board of Directors or managing agent.
12. No Lessee may keep or use a clothes washer or dryer in any apartment.
13. The laundry room is available for use by all shareholders and tenants during hours posted on the laundry room door.
14. The Board of Directors may, at their discretion, curtail or relocate the building's storage or laundry rooms.
15. No Lessee may send a building employee out of the building on any private business of a Lessee.
16. The cost of repairing any damage that results from the misuse of the building's plumbing, heating, electrical, laundry room, garages or any other part of the property's physical structure shall be paid by the Lessee causing the damage.
17. The backyard is open to all residents and charcoal grills are permitted within the designated area. Hot coals or ashes must be disposed of carefully in the sand pit provided. Any noise should be restricted to the area farthest from the building and no music is permitted. Gatherings

involving more than eight visitors require prior approval by the Board of Directors or managing agent in order to avoid scheduling conflicts. Such approval will not be unreasonably withheld. These gatherings also require that the resident requesting approval sign a letter of indemnification protecting the Corporation from liability. This letter may be obtained from the Management Office.

18. Planting and other gardening work is to be coordinated and approved by a Garden Committee consisting of a chairman to be appointed by the Board of Directors and such volunteers as may be recruited from building residents.
19. The managing agent, superintendent, contractor, workman or exterminator may enter any apartment at any reasonable hour for the purpose of inspecting such apartment to ascertain the source of a leak or other problem, or take measures to control vermin or other pests. Advance notice of such an entry will be given whenever possible.
20. There is no parking in the buildings driveways or directly in front of the building's garage.
21. Garbage is to be disposed of in the areas designated by the managing agent. Metal, glass and plastic must be separated from other refuse, rinsed clean and placed in the blue recycling bins provided. Newspapers, magazines and cardboard must also be separated and placed in their separate areas. Any fines incurred by the Corporation for violation of city recycling regulations that can be traced to a specific Lessee will be added to the penalty for a violation of the House Rules.
22. Maintenance payments received past the tenth of the month are subject to a late charge of \$50.00, to be added to the following month's bills.
23. A. All sublets must have the prior written approval of the Board of Directors as stated in the proprietary lease. Notwithstanding the sublet policy articulated herein, the Board reserves the right to reject any applicant or to refuse permission to sublet an apartment if the shareholder is in default of any obligation under the proprietary lease, or has been in default during the 12 month period immediately preceding the application.  
  
B. Shareholders must reside in their unit as a PRIMARY residence for a minimum of two years prior to applying to the Board of Directors to sublet. Sublets shall be limited to a total period not exceeding 2 years. However, the initial lease cannot exceed 1 year. Sixty days prior to the expiration of the first year a second application can be submitted for an additional 1

unless accompanied by an adult; an excessive number of persons on the terrace at any one time; and animals. All articles used on a terrace must be secured so they cannot blow away. The shareholder is responsible for maintaining the terrace in a clean, orderly and safe condition and for using the terrace in a manner that does not unreasonably interfere with other shareholders and tenants of the building. The cost of repairing any damage to the terrace, terrace matting or to any other part of the building, and the cost of any personal injury that results from the misuse or use of the terrace in contravention of the House Rules, shall be paid by the shareholder. The general House Rules of the building, including fines for violations of the House Rules, shall apply to use of a terrace. The Board of Directors may suspend a shareholder's privilege of using a terrace for repeated violation of this House Rule.

**Note: Violations of any House Rule is subject to penalties as determined by the Board of Directors without notice to the Lessee including but not limited to approval for sublet or resale.**

**To be signed by the new SHAREHOLDERS (Lessee) & Sub-Tenants (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 (Applicant)**

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**Signature (Co - Applicant)**

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**Date**

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**Date**