# 650 WEST END AVENUE CONDOMINIUM ASSOCIATION HOUSE RULES

# HOUSE RULES

#### PUBLIC AREAS

- 1. The public halls and stairways of the building shall not be obstructed or used for any purpose other than entering or leaving the apartment or building. They shall not be used for recreational purposes.
- 2. Bicycles, scooters, strollers, carriages or vehicles are not allowed to stand in the lobby, public halls and other public areas of the building. Bicycles not kept inside a resident's apartment may be placed in the bike rack in the basement storage room. Residents are responsible for bicycles and other vehicles brought in by their guests.
- 3. The roof door shall be kept locked at all times and the roof shall not be used for any purpose whatsoever except in case of emergency.
- 4. Public halls and public doors shall not be decorated by any resident in any manner without the prior consent of the Board of Managers. Any defacement of walls, doors or the elevator by a resident, guest or employee of a resident will be repaired by the Association at the expense of the unit owner and his/her lessee.
- 5. Signs, notices or advertisements shall not be put in or on any window, in the elevator, in the lobby or other part of the building without permission of the Board of Managers. A notice board is available in the laundry room for the use of building residents.
- 6. Smoking or carrying lighted cigarettes, cigars or pipes is not permitted in the elevator or public areas. It is against the law. Eating and drinking are not permitted in the elevator or public areas.
- 7. The elevator door may not be obstructed for an unreasonable time.

8. Refuse and litter shall not be placed on hallway window sills or in any public area of the building.

- 9. Children may not play in the lobby, public halls, stairways, elevators, or the interior courtyard. No pets are allowed in the interior courtyard.
- 10. Pigeons or other birds and animals are not to be fed from the window sills, fire escapes, roof, courtyard, or sidewalks in front of the building.

#### MOVING IN AND OUT

- 1. Residents, both unit owners and lessees (renters), must obtain a letter of authorization from the managing agent before they will be permitted to move into or out of the building. Incoming residents who are renting from a unit owner, or who have a sublease, must provide a copy of their lease or sublease before they will be given this authorization. No move, in or out, will be permitted by the building staff without this written authorization.
- 2. Moving in and moving out is permitted between the hours of 9:00 AM and 5:00 PM, Mondays through Fridays only. Moves are not permitted on Saturdays, Sundays or holidays.
- 3. Any move into or out of the Condominium must be scheduled with the superintendent at least one week in advance.
- 4. At the time of scheduling a move, whether into or out of the building, the superintendent must be given a certified check or money order in the amount of \$500, payable to "650 West End Avenue Condominium". This sum will be returned after the move unless inspection shows that damage was done to any of the public areas, in which case the cost or repair or replacement will be applied and the resident will be responsible for any costs over and above the \$500.

- 5. The service elevator is to be used exclusively for move ins and move outs. Windows and the tops of the elevator shall not be used for moving items into or out of the building or from one floor to another.
- 6. Failure of the unit owner and their lessees to comply with these moving rules will automatically result in a \$250 fine for the unit owner.

#### APARTMENT ACCESS

- Residents of the condominium must 1. permit entry to their apartment by the building superintendent, managing agent, and agents of the condominium including any contractor or workmen authorized by the condominium, upon reasonable notice and at reasonable hours of the day. Such access will be for the purpose of inspecting the apartment for damage or possible leaks to or from another unit and to make such repairs or improvements as may be necessary for the protection and maintenance of the building property and safety of the residents. The condominium's agents may enter a unit at any time in the event of an emergency.
- 2. It is required that residents give a set of apartment entrance keys to the superintendent. The keys will only be used in the event of an emergency. If keys are not provided, staff, emergency personnel, or condominium agents may be required to break the lock(s) or the door itself in an emergency. If keys have not been made available, all costs attributable to an emergency entry shall be the responsibility of the resident.

#### APARTMENT OCCUPANCY & USE

- 1. No unit may be used for any illegal purpose.
- 2. No unit may be used for commercial purposes without the approval of the Board of Managers. The Board has the right to make inquiries of any resident where there is a reasonable basis for concluding that a residence is being

occupied in violation of these House Rules.

- 3. Residents may not make or permit disturbing noise in the building which will interfere with the rights, confort or convenience of others.
  - a. Between the hours of 11 PM and 8 AM, no musical instrument, radio or television shall be played above a reasonable sound level.
  - b. Hammering, sawing, moving or furniture, heavy walking or offensive noise shall not take place between the hours of 6 PM and 8 AM on weekdays, 6 PM and 10 AM on weekends and holidays.
- 4. When a resident intends to have guests in his or her apartment while the resident is away, advance written notice of the guests' names and the apartment in which they will be staying shall be given to the doormen. A second copy of this notice shall be left with the doorman to give to the building superintendent.
- 5. Nothing shall be installed on the roof, on the outside of any window, or on the fire escape of the building, including window boxes or planters, radio or television aerials or dish antennas. Air conditioners must be installed by a qualified person to comply with NYC Building Department acceptable practices.
- 6. Trash mops, dust cloths and other items may not be thrown or shaken from the windows or fire escapes. No items may be placed on outside windows, window ledges or fire escapes.

#### MAINTENANCE RESPONSIBILITIES

1. All painting, decorating, maintenance, repairs and replacements (structural and non-structural, ordinary or extraordinary) in or to any unit shall be performed by the owner of the unit at the unit owner's cost and expense. This includes, but is not limited to, the interior walls, ceilings and floors in the unit, kitchen and bathroom fixtures and appliances, windows and their frames, sills and sashes, all door and their frames and saddles, exposed plumbing, gas and heating fixtures. The exterior glass surfaces of all windows of each unit are to be washed and cleaned by the unit owner.

- Maintenance of the building's structure 2. and systems are the responsibility of the Condominium management. This includes plumbing lines within the walls of the building (supply and waste lines), electrical wiring and fixtures in public areas, the elevator, the boiler-heat and hot water system. The condominium also maintains the exterior of the building (roofing, flashing, brick and concrete work); it decorates and makes repairs to the public halls, lobby, stairs, elevator, basement and courtyard areas. Defective radiators, other than those installed by the resident, are the responsibility of the Condominium.
- 3. Unit owners are responsible for the repair and replacement of all electrical fixtures and components within the unit, including but not limited to light switches, electrical receptacles, wiring that services the unit exclusively, light fixtures, electrical wall plates, the main circuit breaker and panel.
- 4. The Condominium management is responsible for the repair, maintenance and replacement of all electrical components within the public areas.
- 5. Unit owners and their lessees are responsible for the installation, maintenance, repair and replacement of all telephone instruments and wiring serving the apartment. They are responsible for installation, repair and replacement of television cable service serving the apartment.
- 6. The smoke detector in each apartment must in operating order at all times. Unit owners and their lessees are responsible for testing the detector, and for replacing the nine (9) volt battery when it is necessary. Maintenance, repair and replacement of unit smoke detectors is

the responsibility of the unit owner and their lessees.

### REPAIRS, ALTERATIONS AND RENOVATIONS

- 1. All renovations, alterations, improvements and repairs are subject to the requirements set forth in the By-Laws of the Condominium.
- Residents may request the services of 2. the superintendent for minor ordinary and necessary repairs. "Work Order" forms are available from the doorman on duty. The superintendent will schedule an appointment to inspect the problem and determine the appropriate course of action. The unit owner is responsible for supplying, purchasing or reimbursing the superintendent for any equipment or supplies installed or used in making repairs in the unit. In addition, the unit owner is responsible for compensating the superintendent for his time and labor.
- 3. Unit owners who wish to make structural, electric or plumbing alterations or renovations in their apartment must submit specifications and plans for such work to the Board of Managers. In accordance with the By-Laws of the Condominium, the Board of Managers reserves the right to submit the unit owner's plans and specifications to a licensed professional of its choice for review and approval at the sole expense of the unit owner.
- 4. Prior to starting the alteration, copies of insurance certificates from individual tradespersons, (i.e., contractors, plumbers, electricians, etc.) must be obtained and given to the managing agent. All insurance certificates must name the 650 West End Avenue Condominium and the Managing Agent as co-insured.

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5. When these requirements have been fulfilled, the managing agent will issue an Alteration Agreement. This agreement clearly stipulates compliance with submitted plans and outlines pertinent regulations regarding the accomplishment of the work. Demolition or construction may not begin until the Alteration Agreement has been signed by both the managing agent and the unit owner and returned to the managing agent.

- 6. Unit owners must use only licensed and bonded workmen when major repairs or any structural alterations or renovations are made in an apartment.
- 7. Unit owners shall inform the superintendent in advance when outside contractors or workers will be entering the building to work in an apartment. Such work will be done only during the hours of 8 AM and 4:30 PM, Monday through Friday, except on holidays.
- 8. Unit owners will be responsible for paying costs for any damages caused to the common areas of the building by their outside contractors or workers.
- 9. The Board of Managers may require a unit owner to return an apartment to its prior condition, at the owner's sole expense, if unauthorized alterations or renovations have been made by either a unit owner or his/her lessee.

#### **BUILDING SECURITY**

- 1. The doorman will announce visitors and delivery personnel by intercom. When cleared by a resident, they will be allowed to enter the building. All delivery personnel and workmen will be required to sign in, and to sign out when they leave the building.
- 2. The doorman may receive packages and deliveries for residents who are not home, log them, and have residents sign for them when picking them up. Doormen are instructed not to accept deliveries for residents who do not comply with these procedures.
- 3. Residents must be home to receive large deliveries (furniture, large appliances, etc.) when they are delivered, unless they make special arrangements in advance with the superintendent to receive and

store them temporarily in the basement area. Building residents are advised that their use of this service is at their own risk.

- Doormen are not to run errands for residents during their working hours or to make deliveries to residents' apartments.
- 5. Residents expecting a large number of guests and not wishing each one to be announced may so inform the doorman by providing him with a written list of all expected individuals.

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#### CHILD GUARDS ON WINDOWS

- 1. New York City Health Code Section 131.-15 requires the installation of child guards if a child ten (10) years of age or younger is living in an apartment. If child guards are needed, the managing agent must be contacted by the unit owner or their lessee to arrange for the installation.
- 2. Even if there are no children 10 or younger in a unit, guards may be installed where they are desired by the resident.

#### MAINTENANCE PAYMENTS

- 1. All unit owners are obligated to submit their monthly maintenance payments by the first day of each month. A \$100 late fee will be charged for maintenance payments received after the 10<sup>th</sup> of the month, for each occurrence.
- 2. Late charges will be billed to the unit owner by the managing agent and will appear on the unit owner's monthly maintenance bill.

# LEASING & SUBLEASING APARTMENTS

1. All unit owners must provide a copy of the lease agreement to the Board of Managers. Such lease may not contradict in any way the Bylaws of the Condominium, or these House Rules. The unit owner is responsible for assuring that any tenant who subleases the apartment also provides the Board with a copy of the sublease agreement, which also may not violate or contradict the Bylaws or House Rules of the condominium. The Board of Managers must be kept informed of who is living in each unit.

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2. All renters must be familiar with these House Rules and are obligated to adhere to them. Unit owners are responsible for the actions of their tenants and will be held liable for any damages or misconduct of their lessees.

## GENERAL

The Board of Managers reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Building, when, in the judgment of the Board, the Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building or the preservation of good order therein, or the operation or maintenance of the Building or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Unit Owner or other occupant shall operate as a rescission, alteration or waiver of any other Unit Owner or other occupant.

# **HOUSE RULES ACKNOWLEDGEMENT & AGREEMENT**

# THE UNDERSIGNED HAS READ THE FOREGOING AND AGREES TO ABIDE BY THE HOUSE RULES & POLICIES OF THE:

# 650 WEST END CONDOMINIUM

# APARTMENT: # \_\_\_\_\_, 650 WEST END AVENUE, NEW YORK, NY 10025

NAME:
(PLEASE PRINT)
SIGNATURE:
NAME:
(PLEASE PRINT)
SIGNATURE:
DATE:

# THIS PAGE TO BE COMPLETED AND RETURNED TO:



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