

House Rules & Responsibilities

41-15 44th Street Owners Corp.

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House Rules

Definitions

Co-op: 41-15 44th Street Owners Corp.

Shareholder: An owner of shares of 41-15 44th Street Owners Corp.

Rental Tenant / Sublettor / Subtenant: A person renting an apartment from a Shareholder, the Sponsor, or a Holder of Unsold Shares.

Tenant: For simplicity in the House Rules, the term *Tenant* shall be taken to include Shareholders, Rental Tenants, Sublettors, Subtenants, or their representatives.

This does not confer any rights of a Shareholder upon Rental Tenants, Subtenants, Sublettors, or their representatives.

Building: the structure at the address of 41-15 44th Street, Sunnyside NY 11104 which is owned by 41-15 44th Street Owners Corp.

Common Areas: Any area inside or outside the Building which is not leased to the Tenant, including the lobby, stairways, landings, hallways, passageways, elevator, entry vestibule, front steps, garden, sidewalks in front of the Building, all areas in the basement, the yard in back of the Building, the roof, and fire escapes.

Board: The Board of Directors of 41-15 44th Street Owners Corp.

Building Management: All Area Realty Services, Inc.

These House Rules

1. The House Rules apply to all Tenants of the Co-op.
 - a. For Shareholders, the House Rules supplement the Proprietary Lease Agreement
 - b. For Rental Tenants, Sublettors, and Subtenants, the House Rules supplement the Rental Lease Agreement.
2. In case of a conflict between texts or interpretations, the more stringent text or interpretation shall govern.
3. The Board reserves the right to make the final determination on the interpretation of the text.
4. The Board reserves the right to evaluate violations and extenuating circumstances on a case-by-case basis.
5. The House Rules may be added to, amended, or repealed at any time by the Board.
6. All rules, regulations, policies, and procedures established by the Board in addition to these Rules shall become part of these House Rules.
7. Any consent or approval given under these House Rules by the Co-op, the Co-op's agents, or the Board shall be revocable at any time.

8. If a Tenant fails to abide by the House Rules, the Board or Building Management may impose fines which shall be in addition to, and not in place of, any other remedies available to the Co-op including evicting the Tenant.
9. All legal costs and expenses incurred by the Co-op in connection therewith or as a consequence thereof will be charged to the Tenant and must be paid by the Tenant.
10. All legal costs and expenses incurred by the Co-op in connection with enforcing the House Rules or as a consequence thereof will be charged to the Shareholder and must be paid by the Shareholder.

Move-In, Move-Out, Large Deliveries

1. The cost of repairing damage to the Building or any Common Area caused by move-ins, move-outs, and Large deliveries shall be borne by the Shareholder.
2. For move-ins, a damage deposit shall be collected in an amount specified in *Deposits, Fees, and Fines*
 - a. From incoming Shareholders, the deposit shall be collected before or at the closing on a transfer of shares
 - b. From incoming Rental Tenants, the deposit shall be collected from the Shareholder who is subletting as part of the sublet application
 - c. The deposit shall be in the form of a bank check or certified check, and the unexpended balance, if any, shall be refunded after the incoming Tenant has moved in
3. Move-ins, move-outs, and large deliveries that require a moving company shall require proof of insurance. The Building Management and Co-op shall be named as additionally insured. Move-in, move-out, and deliveries of furniture, appliances, packing cartons, and other large objects shall be scheduled on weekdays, except legal holidays, between 9 a.m. and 5 p.m. and on Saturdays from 9:30 a.m. to 4:00 p.m.
4. The Superintendent or Building Management shall be informed at least 48 hours in advance to arrange for the protective elevator padding to be put into place.
5. The Tenant or their authorized representative shall be present and responsible. Neither the Superintendent nor Building Management shall be responsible for accepting, overseeing, or assisting with move-ins, move-outs, or deliveries.

Pets

1. Apartment owners (i.e., Shareholders) are allowed to keep pets.
2. Rental Tenants are permitted to keep pets ONLY IF permitted by the apartment owner (Shareholder).
3. The term *Pet* shall mean dogs, cats, small caged birds, guinea pigs, gerbils, hamsters, rabbits, and fish.
 - a. Whether an animal is a pet is at the sole discretion of the Board
4. The term *Pet* shall not include
 - a. Dogs with potentially aggressive propensities such as Pit Bulls, Rottweilers, Dobermans, and Pinschers, or mixed-breed dogs having any of these bloodlines
 - b. Birds of prey and loud birds such as Cockatoos, Conures, Macaws, and African Gray Parrots
 - c. Reptiles and insects
 - d. Exotic animals
5. A maximum of two cats are permitted per apartment.
 - a. Cats must be spayed or neutered

- b. Cats must have received rabies vaccinations - it's the law
 - i. In NYC all cats must get their first rabies shot between 3 and 4 months of age. They must also get a booster shot one year later and again every one to four years, depending on the vaccine used.
- c. Cats must be kept in the Tenant's apartment
- d. Shareholders who have combined apartments are limited to two cats in their combined unit
- 6. A maximum of one dog is permitted per apartment.
 - a. Shareholders who have combined apartments are limited to one dog in their combined unit
- 7. All dogs must be registered with the Co-op
 - a. A Dog Registration Application is available from Building Management
 - b. Requirements include
 - i. The dog shall weigh less than 35 pounds
 - 1. If the dog is less than 2 years old, the full-grown weight is expected to be less than 35 pounds
 - 2. Exclusion: dogs registered before 6/1/2023
 - ii. The dog shall have an NYC DOHMH dog license certificate - it's the law
 - iii. The dog shall have a record of rabies vaccinations - it's the law
 - 1. In NYC all puppies should get their first rabies shot between 3 and 4 months of age. They must also get a booster shot one year later and again every one to four years, depending on the vaccine used.
 - iv. The dog shall have a record of being spayed or neutered
 - c. Registration approval is at the sole discretion of the Board
 - i. The Board may disallow a dog and require that it be immediately and permanently removed from the Co-op at its sole discretion
- 8. Tenants are responsible for
 - a. All pets in their apartment, regardless of ownership, including guests' pets
 - i. No pets of guests can stay in an apartment for more than 14 days, consecutive or staggered, in any 12-month period without prior written permission from Building Management
 - ii. All pets, including guests' pets, are subject to these rules, other than the registration requirement of a guest's dog if it does not stay in an apartment for more than 14 days, consecutive or staggered, in any 12-month period
 - b. Any damage caused by their pets, including the damage caused by cleaning chemicals or other such materials used in an attempt to remedy the damage caused by the pets
 - c. Proper pet care, including good nutrition, grooming, exercise, flea control, vaccinations, and routine veterinary care
 - d. Keeping their pet from roaming unattended or being untethered in any Common Area
 - e. Keeping their pet on a leash no more than six (6) feet in length, carrying them, or keeping them in a carrier when on the sidewalks adjacent to the Co-op
 - f. Cleaning up after the pet inside the apartment, in Common Areas, and on the sidewalks and streets adjacent to the Co-op
 - g. Having an NYC DOHMH dog tag attached to the dog's collar while outside their apartment
- 9. If, in the sole discretion of the Board, any pet causes a disturbance or becomes a nuisance, the Board may require the immediate and permanent removal of the pet from the Co-op, or require that the Tenant take actions specified by the Board or Building Management.
 - a. Examples of disturbances or nuisances are pets that

- i. Make noise or otherwise disturb any Tenant at any time of day or night
 - ii. Relieve themselves in the Common Areas
 - iii. Exhibit undesirable, aggressive, or potentially dangerous behavior
 - iv. Are the source of any odors which emanate outside their apartment
 - v. Are unclean or infested with parasites
 - vi. Are not properly cared for or cleaned up after
10. A Tenant who violates the Pet rules will be fined. These fines shall be in addition to, and not in place of any other remedies available to the Co-op, including mandating the removal of the animal from the Co-op and commencing an eviction proceeding against the Tenant.
11. Tenants indemnify the Co-op and its Board and hold them harmless against loss or liability of any kind arising from their pet(s).
12. These Rules shall apply, to the extent applicable under law, to seeing eye dogs, service animals, companion animals, therapy animals, emotional support animals, and any other such animals that are medically or otherwise required as a reasonable accommodation for a legally qualifying disability or handicap under the Fair Housing Act, the Americans with Disabilities Act, or other applicable fair housing, civil rights, or human rights law.

Bicycles and Mobility Devices

1. Electric mobility devices, including e-bikes, e-scooters, e-unicycles, hoverboards, e-mopeds, and the batteries of such devices, are prohibited anywhere in the Building.
 - a. Exclusion: Americans with Disabilities Act (ADA) mobility devices such as e-wheelchairs and e-walkers are allowed.
2. Gas-powered vehicles, including gas-powered scooters, mopeds, and dirtbikes, are prohibited anywhere in the Building.
3. Bicycles and mobility devices, excluding electric and gas-powered devices, may only be parked or kept in the basement Bicycle Room or in one's apartment.
 - a. They may not be parked, kept, or stored in any Common Area other than the Bicycle Room
 - b. Exclusion: Americans with Disabilities Act (ADA) mobility devices such as wheelchairs and walkers are allowed in Common Areas.
4. Parking a mobility device or vehicle on the sidewalks adjacent to the Building or securing it to the fences or trees adjacent to the Building is prohibited.
5. Any device in the basement Bicycle Room shall be securely locked by the Tenant and tagged with the Tenant's apartment number.
6. Property is stored at the Tenant's risk.
 - a. Tenants indemnify the Co-op and its Board and hold them harmless against loss or liability of any kind arising from their property being kept or stored in the basement

Storage Lockers

1. Tenants may rent the storage lockers in the basement. Fees are specified in *Deposits, Fees, and Fines*.
2. Shareholders who occupy their apartments may rent a maximum of two lockers. All other Tenants may rent one.
3. If there are multiple requests for a locker, assignments may be prioritized as follows, at the sole discretion of the Board

- 1st: Shareholders who occupy their apartments
 - 2nd: Tenants of Sponsor units
 - 3rd: Shareholders who do not occupy their apartments
 - 4th: Subtenants/Sublettors
4. Property is to be kept only within lockers. Any items left outside the lockers will be discarded.
 5. Lockers are to be kept clean and in a condition that does not affect any other locker.
 6. If a locker has an infestation, the renter does not have a right to refuse extermination treatment and the cost thereof shall be charged to the renter.
 7. Property is stored at the owner's risk.
 - Tenants indemnify the Co-op and its Board and hold them harmless against loss or liability of any kind arising from the use of a locker
 8. Any violation of these Rules may result in a fine and the locker contents being removed and discarded.

Provide Apartment Keys to the Co-op

1. The Board recommends that Shareholders provide a set of apartment keys to be kept by the Co-op for use when the Tenant is unavailable to provide entry for emergencies or other necessary access.
 - a. Keys will be stored in a locked safe in a secure location
2. If the keys are not provided and a locksmith is required to gain entry, the cost thereof shall be the responsibility of the Shareholder.

Emergency Access to Apartments

1. The Board, Building Management, or their agents may enter apartments at any time and without notice in an emergency.
 - a. The New York Attorney General's office has held that Lessors (i.e. the Co-op) may enter apartments at any time and without notice in an emergency.
 - b. Emergencies include fire, water leaks, and any condition that may cause property damage or personal harm.
2. The Board, Building Management, or their agents may enter apartments between 9 a.m. and 5 p.m. Monday through Friday, excluding holidays, for inspections or necessary repairs after providing reasonable notice in writing posted on the door.
 - a. The New York Attorney General's office has held that "reasonable notice" means 24 hours for inspections and one week for repairs.

Apartment Insurance Policies

1. Shareholders are responsible for any damage they or their Rental Tenants may cause, whether by accident, neglect, negligence, or otherwise, to another apartment, the Building, or any property of others.
 - a. Common examples are water damage caused by leaks in the Tenant's pipework and overflows from a Tenant leaving a faucet on.
2. *It is strongly recommended that Shareholders and Rental Tenants carry a property insurance policy in case of damage to others' property.*

3. All expenses incurred by the Co-op in connection with or as a consequence of such damage, including legal costs, will be charged to the Shareholder.

Noise

1. Noise in apartments
 - a. Music or television volume shall be kept to a bare minimum between the hours of 11:00 p.m. to 8:00 a.m. to not disturb or annoy other occupants of the Building.
 - b. Tenants and their guests shall not make any noises, or play any radio, television, stereo, cd-player, phonograph, musical instrument, or other device if the same shall disturb or annoy other occupants of the Building.
2. Noise in Common Areas
 - a. Tenants and their guests shall not make undue noise in the Common Areas, including loud conversations, loud radio, loud music, and children playing, or do or permit anything to be done therein which shall disturb or annoy other occupants of the Building.
 - b. No ball playing or playing of any kind is permitted in Common Areas.

Parties

1. Tenants must notify Building Management in writing a minimum of one week before having a party involving more than ten people.
2. Tenants must notify neighbors adjacent to their apartment on the sides, above, and below at least one week before the party, regardless of the planned size of the party.
3. No party noise is allowed to disturb neighbors, whether it is loud footsteps, loud voices, music, or other noise, after 10:00 p.m. on Mondays through Thursdays and holidays, and 11:00 p.m. on Fridays and Saturdays.
4. Parties must be confined to the apartment; the use of hallways or any Common Area is not permitted.
5. Tenants must clean up any Common Areas where party guests have left debris.
6. Tenants will be fined if complaints are made about party noise or if any other Rules are violated.

Trash and Recycling

1. Garbage is to be placed in the trash chute in such a manner that it will drop into the compactor for disposal, or taken to the basement and disposed of properly in the bins provided.
2. All wet garbage is to be securely wrapped in a drip-proof container and completely drip-free before it leaves the apartment.
3. Recyclables are to be taken to the basement and disposed of properly, separating the recyclables in the separate bins provided for each specific type of recyclable.
4. No garbage or recyclables shall be left in the chute rooms. The Super does not remove garbage from chute rooms
5. Tenants will be fined for trash and recycling violations.

Packages

1. Packages delivered to Tenants are not the responsibility of the Co-op.

2. To prevent theft, collect packages ASAP or have them delivered to a secure collection point.
3. Packages left uncollected, both in the lobby or in front of apartment doors, may be disposed of after seven (7) days.

Odors

1. Tenants shall not permit unreasonable cooking or other odors to escape into the Building.
2. Apartment doors shall be kept closed at all times when not in active use.

Smoking

1. Smoking is prohibited out of open apartment windows.
2. Smoking is prohibited in the Common Areas.
3. Smoking is prohibited within 25 feet of the Building.
4. It is forbidden to throw smoking paraphernalia including, but not limited to, cigars, cigarette butts, empty cigarette packets, used matches, and matchbooks onto the front steps, garden, sidewalks in front of the Building, the yard in back of the Building, anywhere around the Building perimeter, or out of any window of the Building.

Feeding Wild Animals

1. Feeding cats, dogs, birds, or other animals not kept by the Tenant in their apartment is prohibited.
2. Leaving food on the sidewalks, streets, window sills, fire escapes, roof, garden, or anywhere in or adjacent to the Building is prohibited.
3. Tenants caught leaving food or feeding such animals shall be subject to fines and eviction.

Pest Control and Cleanliness

1. Apartments are sprayed for insects monthly via a sign-up sheet.
2. Tenants must immediately notify Building Management or Superintendent if they have a roach, flea, bedbug, or mouse problem to arrange for extermination.
 - a. Failure to do so will be deemed as negligence and the Shareholder will be fined.
3. If Building Management suspects a need to control or exterminate vermin, insects, or other pests in a Tenant's apartment, an agent authorized by the Board or Building Management has the right to enter the apartment at any reasonable hour of the day to inspect the apartment and take measures to control or exterminate any such vermin, insects, or other pests.
 - a. If Building Management ascertains that it is necessary or desirable to control or exterminate any vermin, insects, or other pests, the Tenant does not have a right to refuse treatment, and the cost thereof shall be payable by the Tenant.
4. To reduce the risk of fire and pest infestations, apartments are to be kept clean and uncluttered.
5. If Building Management suspects that an apartment presents a risk of fire or pest infestations due to a lack of cleanliness or clutter, an agent authorized by the Board or Building Management may enter the apartment at any reasonable hour of the day to inspect the apartment and take measures to remediate the cleanliness or clutter.

- a. If Building Management ascertains that it is necessary or desirable to remediate the cleanliness or clutter, the Tenant does not have a right to refuse the remediation, and the cost thereof shall be payable by the Tenant.
6. Any apartment condition that negatively affects others in the Co-op may result in the Tenant being fined and evicted.

Toilets

1. Only three things are permitted to be flushed down a toilet - urine, feces, and toilet paper.
2. Here is a partial list of things NOT to be flushed: baby wipes; band-aids; bleach; cat litter; chewing gum; cigarette butts; cleaning wipes (such as Chlorox or Lysol wipes); condoms; contact lenses; cooking grease and oils; cosmetic wipes; cotton balls and swabs; dental floss; diapers - baby and adult; dryer sheets; facial tissues; feminine hygiene products; flushable wipes; food; hair; medication; paint; paper towels; pre-moistened towelettes; rubbish; rags; sweepings; tampons and pads; toilet wipes.
3. The cost of repairing any damage or blockage resulting from the misuse of any toilets or other wastewater apparatus shall be the responsibility of the Shareholder in whose apartment the damage has been caused.

Carpeting

1. The floors of each apartment must be covered with rugs or carpeting with padding or equally effective noise-reducing material over 80% of the apartment. The rooms which do not require carpeting are the kitchen and bathroom.
2. In case of continued noise complaints against a Tenant, an additional floor area may be required to be carpeted, at the discretion of the Board.
3. In case of a dispute, the effectiveness of the sound reduction afforded by the required carpeting will be at the discretion of the Board. If continuing complaints occur regarding noise from one Tenant interfering with the quiet of another Tenant, the Board may require carpeting to be installed with better sound reduction qualities. The cost for this shall be borne solely by the Shareholder of the apartment against whom the complaints are lodged.
4. Shareholders not complying with the carpet requirements shall be fined monthly until the situation is corrected and may face eviction.

Alterations and Renovations

1. Tenants must obtain approval from Building Management before any alteration or renovation is made to any property of the Co-op, including but not limited to
 - a. Altering the plan of an apartment
 - b. The addition or removal of any temporary or permanent walls or structures
 - i. Temporary pressurized walls require filing building permits with the NYC Department of Buildings
 - ii. Temporary partial walls, i.e., those which leave a gap of at least 12 inches between the top of the wall and the ceiling, require management approval but not building permits
 - c. The creation or closings of openings
 - d. Ceiling work, other than patching or painting

- e. Electrical work of any kind including wiring or the addition or removal of electrical fixtures
 - f. Kitchen remodeling, including the addition or removal of counters, cabinets, and fixtures
 - g. Bathroom remodeling, including bathtub reglazing
 - h. Water, gas, and steam plumbing or fixtures
 - i. Sub-flooring work
2. Work that is prohibited
- a. Alterations to the Building's heating system
 - b. Work that will interfere with or damage the Building's gas, electric, or plumbing service
 - c. Work that will penetrate exterior masonry walls or ceiling.
 - d. Removal or modification of structural elements, such as walls, concrete floors, sub-floors, and ceilings
 - e. Window work
3. Work that does not require approval
- a. Painting interior walls, ceilings, interior doors, and the inside of the apartment entrance door
 - b. Wallpapering interior walls
 - c. Repair and replacement of floor finishings including wood, tiling, linoleum, and carpeting
 - i. The Tenant is responsible for discarding old carpeting; no carpeting is to be placed on the sidewalk outside of the Building
 - ii. When refinishing floors involves noxious, toxic, or harmful chemicals, it is the responsibility of the Shareholder to notify Building Management and ensure that all necessary measures are taken to ventilate the space.
 - 1. Failure to do so will cause Building Management and Board to take immediate action to remedy the situation, the costs of which plus a 100% service fee, shall be paid by the Tenant to the Co-op
4. Before work requiring approval can begin, Tenants must submit and obtain approval of
- a. An Alteration Agreement, available from Building Management
 - b. Contractors' Certificates of Insurance
 - i. With the Tenant, Co-op, and Building Management named as additional insured
 - c. Contractor's, plumber's, and electrician's licenses
 - d. Any required building permits filed with the NYC Department of Buildings
 - i. Professional Engineers and Registered Architects may use NYC's Professional Certification (Pro Cert) Program which enables them to certify that the plans they file with the Department comply with all applicable laws
5. No construction or repair work involving noise shall be conducted except on weekdays (excluding legal holidays) and only between the hours of 9:00 a.m. and 5:00 p.m.
6. When doing any work, including bathroom or bathtub deglazing, involving noxious, toxic, or harmful chemicals it is the responsibility of the Shareholder to notify Building Management and ensure that all necessary measures are taken to ventilate the space.
- a. Failure to do so will cause Building Management and Board to take immediate action to remedy the situation, the costs of which plus a 100% service fee, shall be paid by the Tenant to the Co-op.
7. It is the responsibility of the Tenant to ensure that all demolition and leftover materials are carted from the Building using the basement exit. Demolition or construction materials are not to be left in any Common Areas including any rooms in the basement. The Tenant shall either remove the materials themselves or pay the contractor for the carting of materials.

- a. Failure to do so will cause the Management and Board to take immediate action to remedy the situation, the costs of which plus a 100% service fee for each occurrence, shall be paid by the Tenant to the Co-op.
8. It is the responsibility of the Tenant to ensure that the hallways and all Common Areas through which materials are brought, including the elevator and basement, are properly maintained in a clean condition at all times. Debris and dust must be cleaned up immediately from the threshold of the apartment to the front of the Building, including all Common Areas through which material is brought.
 - a. Failure to do so will cause the Management and Board to take immediate action to remedy the situation, the costs of which plus a \$100.00 service fee for each occurrence, shall be paid by the Tenant to the Co-op.
9. It is the responsibility of the Tenant to ensure that materials are not piled up in the apartment which could create undue loading of the Building's floor joists, and that debris is not allowed to accumulate which could become a fire hazard.
 - a. Failure to do so will cause the Management and Board to take immediate action to remedy the situation, the costs of which plus a \$100.00 service fee for each occurrence, shall be paid by the Tenant to the Co-op.
10. It is the responsibility of the Tenant to arrange for the delivery and removal of all materials, to ensure that Common Areas are protected against damage of such, and that materials and debris are removed through the basement.
 - a. Failure to do so will cause the Management and Board to take immediate action to remedy the situation, the costs of which plus a \$100.00 service fee for each occurrence, shall be paid by the Tenant to the Co-op.

Sublet Policy

1. Shareholders may not sublease their apartment for the first thirty-six (36) months after they purchased their apartment.
 - a. A Sublettor may not rent or re-sublet their apartment
2. Sublease agreements shall have a term of twelve (12) months. A shorter term may be considered by the Board, in its sole discretion, for the renewal of a sublease with a current Subtenant.
3. For the first twelve (12) months of subletting an apartment, namely months one through twelve (1-12), the annual sublet fee shall be equal to four hundred dollars (\$400).
4. For the second twelve (12) months of subletting, namely months thirteen through twenty-four (13-24), the annual sublet fee shall be equal to four hundred dollars plus one dollar per share (\$400 + \$1/share).
5. For the third and each subsequent twelve (12) months of subletting, the per-share fee shall be incremented by one dollar (\$1/share). Accordingly, for months twenty-five through thirty-six (25-36), the fee shall be equal to four hundred dollars plus two dollars per share (\$400 + \$2/share); for months thirty-seven through forty-eight (37-48) the fee shall be equal to four hundred dollars plus three dollars per share (\$400 + \$3/share); and so forth.
6. In determining the months of subletting, the counting commences on March 1, 2019, and the months need not be continuous. If, however, an apartment is not sublet for twenty-four (24) CONTINUOUS months, the sublet fee shall be reset to the amount described in paragraph (4), subsequently increasing as described in paragraphs (5) and (6).
7. Requests to sublet to a new prospective Subtenant shall be submitted to Building Management using the Co-op's sublease application form, together with all supporting documentation and the payment of

fees. The Building Management will present the completed sublease application to the Board for their approval or denial.

8. Requests to renew a current Subtenant's sublease shall be submitted in writing to Building Management together with a copy of the renewal sublease and the payment of fees. The Building Management will present the renewal request to the Board for their approval or denial. Renewal requests may also require the completion of the Co-op's sublease application form in whole or in part, as determined by the Board in its sole discretion.
9. Once a sublease is approved, the sublet fee will not be refunded or prorated, including but not limited to cases where an apartment is unoccupied or a sublease is terminated early. However, if an application (or renewal) is rejected by the Board or is withdrawn before the Board approves it, the sublet fee will be refunded less four hundred dollars (\$400).
10. Any sublease agreement, whether for the original sublet term or any renewal term, executed without the Board's consent will be considered null and void and the Shareholder will be assessed a fine as determined by the Board in its sole discretion. Neither the Board nor the Co-op shall be responsible nor liable for any damages, losses, or claims resulting from unauthorized sublet agreements.
11. The Board shall have sole discretion in determining the requirements for an application (or renewal), including but not limited to the information required of the Shareholder and prospective Subtenant, the interview of the prospective Subtenant, whether to impose any condition(s) relating to any sublease (or renewal), and whether to approve or deny any application (or renewal). The Board shall communicate the approval or denial to Building Management, who shall, in turn, advise the Shareholder.
12. No sublease will be approved that would cause the owner-occupancy percentage to be less than seventy percent (70%). In such circumstances, a Sublet Waiting List will be created. Shareholders who are then subletting may continue to sublet as long the consecutive terms are not more than six (6) months apart; otherwise, a shareholder on the Waiting List may submit their application.
13. Shareholders are responsible for their Subtenants' compliance with the Co-op's Bylaws, House Rules, Policies, and any other regulations promulgated by the Board. Shareholders are also responsible for any losses, fines, or damages, including the legal costs associated with such, caused or incurred by their Subtenants. A Shareholder may be assessed a monthly fine, as determined by the Board in its sole discretion, for the Shareholder's non-compliance with the provisions of this Sublet Policy, or for their Subtenants' non-compliance with the Co-op's Bylaws, House Rules, Policies, and any other regulations promulgated by the Board.

Public Spaces

1. The lobby, stairways, landings, hallways, passageways, elevator, entry vestibule, front steps, and sidewalks adjacent to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Building and its apartments.
2. The fire escapes shall be kept clear and unobstructed at all times and shall not be entered upon or used for any purpose other than emergency egress from the Building and its apartments.
3. Debris, dirt, or refuse of any kind shall not be shaken or dumped out of apartment windows or from fire escapes or swept from apartments into the Common Areas.
4. No personal belongings such as baby carriages, bicycles, shoes, umbrellas, etc. should be left in the Common Areas.
5. No furnishings or decorations, either permanent or temporary, shall be placed in the Common Areas. The two allowable exceptions are:

- a. A doormat is permitted in the public hallway in front of doors to individual apartments, but must not be deemed a tripping hazard by the Board, and
 - b. Temporary, seasonal decorations are permitted to be mounted on the doors to individual apartments but must be attached in such a way as to not damage the finishes of the doors.
 - i. Decorations are not permitted to be attached to the door frames or walls around individual apartment doors.
6. Tenants may not affix any non-seasonal decals or stickers to any door, door frame, or other surfaces in the Common Areas without permission from the Board.
7. The Board reserves the right to provide temporary, seasonal decorations in the lobby of the Building, administered by the Superintendent.
8. Tenants are forbidden from leaving the Building's front doors or basement access doors unlocked or unlatched, or leaving the doors unattended and open.
9. Tenants are forbidden from leaving apartment doors open unless actively in use.
10. Tenants may store items in the basement only within lockers rented for such use. Any items left elsewhere in Common Areas will be discarded.
11. It is forbidden to drag any item that is heavy or may scratch the floor in the Common Areas.
12. Great care must be taken when transporting any personal belongings in the elevators. Tenants will be held responsible for any damage caused to elevators by the aforementioned.
13. Damage to any surfaces in the Building or the Common Areas caused by a Tenant, their family members, guests, agents, employees, or persons acting on their behalf, shall be the responsibility of the Tenant concerned, who shall be charged the cost of repairing the damage and shall be fined.
14. Playing of any kind is prohibited in the lobby. Children are not to be left unattended in any Common Area.
15. Any Tenant displaying indecent conduct in Common Areas shall be fined.

Building Access

1. The main entrance door into the lobby and service entrance gate into the basement are to be kept locked at all times. Under no circumstances are these ever to be left propped open unattended.
2. Close the vestibule door behind you when entering or leaving the Building.
3. Refrain from letting people who you don't know into the Building.
4. Access to the Building roof is not permitted unless authorized by the Board or Building Management or in an emergency.

Building Exterior

1. No window air-conditioning units or ventilators shall be used in or about the Building without proper support brackets as approved by the Board or Building Management, nor shall anything be projected out of any window without similar approval.
2. Window awnings are forbidden.
3. No signs, advertisements, or notices of any kind are permitted on or at any window, door, or other parts of the Building.

Home Security Cameras

1. Home security cameras are prohibited on the outside of an apartment door or anywhere outside an apartment
2. Taking pictures or recording videos/audio of Common Areas including the hallways is prohibited.
3. Prohibited devices include any entrance system (such as Amazon's Ring and other video doorbells) and any home security system (such as Google's Nest, SimpliSafe, and ADT) if such a system takes or records pictures/videos/audio of any Common Areas.

Washing Machines, Garbage Disposals, Waterbeds

1. Washing machines are prohibited in apartments.
2. Garbage disposals are prohibited.
3. Waterbeds are prohibited.

Private Business

1. Neither the Superintendent nor Building Management, nor any employees of the Co-op shall be engaged in any private business of any Tenant, nor in any repair or other work in the Tenant's apartment that is the responsibility of the Tenant according to the Lease, except by private arrangement between the Tenant and Superintendent or Building Management.
2. Such work shall not interfere with or take precedence over the Superintendent's or Building Management's responsibility for the Co-op.
3. If a private business is agreed to between a Tenant and the Superintendent, Building Management, or an employee of the Co-op, it shall not take place during the employee's regular business hours.

Apartment Conveyance Fee

1. A Conveyance Fee, specified in *Deposits, Fees, and Fines*, shall be paid by certified or cashier's check to 41-15 44th Street Owners Corp for administrative, professional, legal, and other expenses that the Co-op and/or its Building Management may incur upon the sale, transfer, assignment, or other conveyance of their apartment, or any interest therein.
2. Exclusions -- a Conveyance Fee will not be charged upon
 - a. The transfer of shares without consideration (such as to a trust, an estate, or a family member without money changing hands)
 - b. A Shareholder simultaneously purchasing another apartment in the Co-op
 - c. The creation of a financed security interest in favor of an institutional lender (such as obtaining a mortgage or a line of credit from a bank)
 - d. The transfer of shares to an institutional lender as a result of a default in the performance under the Proprietary Lease (although a subsequent sale by the lender would incur a Conveyance Fee) and
 - e. A sale made by the Holder of Unsold Shares, such as the Co-op's Sponsor
3. The Board shall have sole discretion in determining the applicability of exclusions and any other terms of this Conveyance Policy.

Late Payments

1. Maintenance and other charges due from Shareholders are payable on the first day of each month.
2. At the close of business on the tenth day of each month, a Late Payment fine will be incurred for any monthly maintenance or other charges that remain unpaid.

Emergency Access to Apartments

3. The Board, Building Management, or their agents may enter apartments at any time and without notice in an emergency.
 - a. The New York Attorney General's office has held that Lessors (i.e. the Co-op) may enter apartments at any time and without notice in an emergency.
 - b. Emergencies include fire, water leaks, and any condition that may cause property damage or personal harm.
4. The Board, Building Management, or their agents may enter apartments between 9 a.m. and 5 p.m. Monday through Friday, excluding holidays, for inspections or necessary repairs after providing reasonable notice in writing posted on the door.
 - a. The New York Attorney General's office has held that "reasonable notice" means 24 hours for inspections and one week for repairs.

Emergencies

1. If the emergency is life-threatening, call "911" first and then contact the Superintendent.
2. If the emergency is not life-threatening, contact the Superintendent.
 - a. The Superintendent's contact information is listed below and displayed in the main entrance vestibule
3. If the Superintendent is unavailable, contact Building Management.
 - a. The Building Management's contact information is listed below and displayed in the elevator
4. After-hours, if the Super is not available, call the All Area Emergency number 800-352-1486.

Contact Information

1. Superintendent: Domingo Camacho

Apartment:	1L
Cell Phone	917-309-0596

2. Building Management: Mike Malagic

Email is preferred, as it establishes a record of the contact	
Email	Mike.Malagic@aarsny.com
Office Direct	516-535-0554
Office Main	718-721-0700
Emergency after 5:00 pm	800-352-1486
Fax	516-417-8401

Address

All Area Realty Services, Inc.
99 Tulip Avenue, Suite 302
Floral Park NY 11001

3. Board of Directors

Email

411544thStreetOwnersCorp@gmail.com

Maintenance and Repair Responsibilities

Walls

1. The Co-op is responsible for repairing walls up to the primed finish when the damage is due to rain or the Building's faulty plumbing and heating systems.
2. Shareholders are responsible for maintaining the walls beyond the finish plaster coat, including painting and the general maintenance of the finished surfaces.

Floors

1. The Co-op is responsible for repairing floors when the damage is due to rain or the Building's faulty plumbing and heating systems.
2. Shareholders are responsible for the maintenance, repair, and replacement of wood, tiling, linoleum, carpeting, and other floor finishings, including refinishing wood floors.
3. Shareholders are responsible for stopping creaks and squeaks caused by wood floors.
4. The product, materials, and contractor for refinishing of floors must be pre-approved by Building Management.
5. When refinishing floors involves noxious, toxic, or harmful chemicals, it is the responsibility of the Shareholder to notify Building Management and ensure that all necessary measures are taken to ventilate the space.
 - a. Failure to do so will cause Building Management and Board to take immediate action to remedy the situation, the costs of which, plus a 100% service fee, shall be paid by the Tenant to the Co-op

Ceiling

1. The Co-op is responsible for maintaining the physical and structural integrity of ceiling construction and the connection of the plaster and gypsum board to the rafter.
2. The Co-op is responsible for repairing ceilings up to the primed finish when the damage is due to rain or the Building's faulty plumbing and heating systems.
3. Shareholders are responsible for the maintenance and repair of the ceiling beyond the finish plaster coat, including painting and the general maintenance of the finish surfaces due to daily wear within the apartment caused by the Tenant.
4. Shareholders are responsible for repairing, patching, and painting settlement cracks caused by the Building's movement over time, a common and typical occurrence in all buildings.

Apartment Entrance Doors

1. The Co-op is responsible for maintaining the outside of apartment entrance doors, including any painting and numbering.

2. Shareholders are responsible for maintaining the inside of the apartment entrance doors.
3. Shareholders are responsible for maintaining the locks on apartment entrance doors.

Plumbing and Heating

1. The Co-op is responsible for the repair, maintenance, and replacement of the heating units associated with the Building's plumbing and heating systems.
2. The Co-op is responsible for all pipe work within the walls.
3. Shareholders are responsible for all fixtures and pipework outward from the face of the wall.
4. Shareholders are responsible for any damage they may cause, whether by accident, neglect, negligence, or otherwise, to another apartment, the Building, or any property of others. Examples include but are not limited to, water damage from leaks in the pipework for which they are responsible and overflows from leaving a faucet on.
 - a. It is strongly recommended that Shareholders and Subtenants carry a property insurance policy in case of damage to others' property.

Electrical

1. The Co-op is responsible for the repair and maintenance of electrical work to the junction box at the riser.
2. Shareholders are responsible for the maintenance, repair, and replacement of all lighting and electrical fixtures, appliances, and equipment, and all meters, fuse boxes, or circuit breakers from the junction box at the riser into and through their apartment.

Legal Cost and Expenses

1. All legal costs and expenses incurred by the Co-op in connection with enforcing a Shareholder's responsibilities or as a consequence thereof will be charged to the Shareholder and must be paid by the Shareholder.

Superintendent Responsibilities

General Responsibilities

1. Maintain and clean the Building's Common Areas, corridors, stairs, laundry room, garbage, and recycling areas, etc.
2. Regular inspections of the Building to identify necessary repairs
3. Report problems with the laundry room machines to the laundry vendor
4. Maintain the lighting in the Common Areas
5. Maintain Building systems, plumbing, heating, windows, and apartment front doors
6. Coordinate action to be taken in an emergency within the Building
7. Organize repair work related to Building maintenance
8. Provide timely garbage and recycling removal from basement
9. Enforce the House Rules and notify the Board and Building Management of violations
10. Remove snow from the sidewalks adjacent to the Building
11. Keep the adjacent sidewalks and side basement entrance clean and clear
12. Contact the elevator maintenance company for emergency repairs
13. Enforce the House Rules by approaching Tenants and reporting incidents to Building Management and the Board
14. Acting in an emergency involving
 - a. Physical conditions that create a health threat in the Building, including renovation work in apartments involving noxious chemicals
 - b. Damage by tenants or contractors to the Building's physical structure
 - c. Dangerous behavior or living conditions created by tenants or their guests
 - d. In any emergency, the Super may call the police for assistance.
 - i. The Co-op takes the safety of all residents and visitors seriously. Any tenants who engage in activities that endanger themselves or others in the Building will face legal consequences

Scheduled Responsibilities

1. Tenants requesting regular maintenance should contact the Superintendent and schedule an appointment.
 - a. You may contact the Superintendent by cell phone to discuss routine maintenance work, but a written work order request should be made and left in the message box next to his apartment #1L
2. Routine, non-emergency maintenance work will be scheduled bi-weekly or monthly, including
 - a. Repair of window springs
 - b. Repair of leaking or malfunctioning radiators; adjustment of radiators
 - c. Repair of leaking faucets
 - d. Installation of window guards, if required by law or requested
 - e. Installation of carbon-monoxide detectors at Tenant's expense
3. The Superintendent's regular business hours are 8:00 AM - 5:00 PM, Monday through Friday.

4. The Superintendent is not available for regularly scheduled Co-op work Saturday or Sunday except in the case of emergencies.

Not the Super's Responsibility

1. The Super is not required to change light bulbs in apartments.
2. The Super is not required to move furniture within a Tenant's apartment or help Tenants to move furniture or other items into or out of the apartments.
3. The Super is not required to receive, sign for, or hold any packages or parcels for Tenants from grocery stores, the US Mail, Amazon, UPS, FedEx, or any other delivery service.
4. The Super does not remove garbage or recycling from the chute rooms.
5. The Super does not provide storage space for items in the basement.
6. The Super is not required to assist in apartment renovation work.
7. Bedbugs: Tenants must notify the Super and Building Management immediately if bedbugs are discovered. The Co-op is responsible for the remediation of bedbugs.
8. The Super does not refund money lost in the washers and dryers. Contact the laundry vendor to resolve this issue.

Tipping

1. A Tenant should never feel obligated to tip the Super for work that is part of his job description. However, you are free to tip if you feel that extra effort has been made.

Complaints

1. Complaints regarding the service of the Building shall be made by email or in writing to the Board and Building Management.
 - Board of Directors 411544thStreetOwnersCorp@gmail.com
 - Mike Malagic, Building Manager Mike.Malagic@aarsny.com

Contact Information

1. Superintendent: Domingo Camacho
 - Apartment #1L
 - Cell Phone 917-309-0596

Deposits, Fees, and Fines

Deposits

- Move-In / Move-Out damage deposit \$500.00
- Renovation deposit \$1,000.00 or 10% of the project cost, whichever is greater

Fees

- First storage unit, small \$15.00 per month
- First storage unit, large \$30.00 per month
- Second storage unit, small \$22.50 per month, if the first unit is small
- Second storage unit, small \$30.00 per month, if the first unit is large
- Second storage unit, large \$45.00 per month, if the first unit is small
- Second storage unit, large \$45.00 per month, if the first unit is large
- Apartment conveyance \$2,500.00

Fines

- Unauthorized move-in / move-out \$1,000.00 per violation
- Smoking violations \$250.00 per violation
- Having an e-mobility device in the Building \$250.00 per violation
- Indecent conduct in a Common Area \$250.00 per violation
- Pet violations \$100.00 per violation/month, at the Board's discretion
- Feeding wild animals \$100.00 per violation/month, at the Board's discretion
- Trash and recycling violations \$100.00 per violation/month, at the Board's discretion
- Prohibited parking of a mobility device \$100.00 per violation
- Propping exterior doors open \$100.00 per violation
- Late payment \$50.00 per month
- Sublease violations See Sublet Policy
- Other House Rule violations Amount at the Board's discretion

All fees, deposits, and fines are subject to change at the Board's discretion.

Fines shall be in addition to, and not in place of, any other remedies available to the Co-op, including evicting the Tenant.