



BRONXVILLE COURT INC.

House Rules



AUGUST 2018

BRONXVILLE COURT INC. 240, 242, 244, 246 Bronxville Road and 931, 935 Palmer Road

BRONXVILLE COURT, INC.

HOUSE RULES

Revised August 8, 2018

<u>CONTENTS</u>	<u>Paragraph(s)</u>
Animals	22-25
Common Areas Generally	1-13
Contractors and Construction	17-18
Employees of the Lessor	29-30
Enforcement of the House Rules	31,33
Maintenance Requests/Repairs	19-20
Moving In and Out and Deliveries	10-11
Noise	7,14-15
Parking	26-28
Recycling, Garbage and Debris	19, 21-22
Showing Apartment	16
Smoking	32
Storage	2-3
Windows and Fire Escapes	12-14

1. The common areas of the premises, including but not limited to the lobby, halls and stairways and exterior walkways and courtyards and grounds shall not be obstructed or used for any purpose other than ingress to and egress from the premises and apartments in the building.
2. No bicycles, mopeds, scooters or similar vehicles or baby carriages shall be allowed to stand unattended in the lobby, halls and stairways and exterior walkways and courtyards and grounds of the premises. Bicycle storage may be provided on a first come first served basis at the owner's sole risk, in the basement of the Building, under such conditions and fees and locations as set by the Board of Directors.
3. No article or personal property shall be placed or stored in or on the common areas of the premises, excepting only specified storage areas as set by Management, same provided, on a first come first served basis at the owner's sole risk. No property may be stored in approved locations which is in violation of any law, ordinance, rules or regulations, or mortgage or any other agreement the Lessor has with any mortgagee, or which property is not clearly labeled with identification of the current resident owner of same. Unlabeled property may be considered to be abandoned and disposed of accordingly. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage purposes and to remove and dispose of property stored in violation of these House Rules.

4. No common area of the premises shall be decorated or furnished by any Lessee in any manner without the prior written consent of the Board of Directors.
5. No sign, notice, advertisement or illumination shall be posted, inscribed, exhibited or exposed on, from or in any interior or exterior common area of the Premises without the prior written consent of the Board of Directors and/or the Managing Agent.
6. No aerial, antenna or satellite dish or other device or equipment shall be placed on the roof or attached to or hung from the exterior of the building without the prior written approval of the Board of Directors and/or the Managing Agent.
7. No one shall be permitted to play or create a disturbance of any kind in or on the lobby, halls or stairways and exterior walkways and courtyards and grounds of the Premises or other common areas of the property. No one shall be permitted on the roof or fire escapes, except in case of fire, or other emergency pursuant to notice by the Managing Agent.
8. Residents may use the laundry facilities located in the basement. The laundry facilities are provided as a convenience to and at the sole risk of residents, and under no circumstances is the Lessor liable for damage or loss resulting from the use of said facilities. Machines may not be used for any purpose other than the cleaning and drying of clothing and household linens, and any spills, mess or other mishaps must be cleaned up by the party causing same. No one shall use the laundry room for the disposal of paint, hazardous materials or other toxic or insoluble substances, nor may anyone use such facilities for the washing of any equipment, paint brushes, tools or containers.
9. Laundry carts are provided for the use of all residents and must be returned to the laundry rooms upon the equipment's respective use. Carts are not to be kept in apartments overnight. Shopping carts from local stores are not to be brought onto or into the premises at any time and such conduct may be reported to law enforcement authorities.
10. Trunks, heavy baggage and furniture may only be taken in or out of the building through the main entrances. Notice of all such deliveries or property removal shall be given in writing to Management or staff on no less than 24 hours notice, and such delivery or property removal shall be subject to such conditions as Management or staff shall provide.
11. The rules governing the moving of households into and out of the building shall be determined by the Board of Directors and are expressly incorporated herein. Any material violation of the moving procedures, including but not limited to the failure to give notice of a move, may result in forfeiture of an amount equal to the then required move-in and move-out security deposits as liquidated damages, the exact amount and nature of resulting damages being difficult or impossible to determine. (The current list of procedures is available from Management.)

12. Nothing may be hung or shaken from the windows or placed upon the exterior window sills or fire escapes of the building, or stored in the fire escapes. No article or object may be installed outside any window in violation of any fire or other ordinance. No boxes for planting or any other purpose may be installed outside any window.
13. Window air conditioners, fans or ventilators may not project beyond the window sills of the building if the window opens onto a fire escape and all air conditioners must be installed in such an approved way as to be fully supported and not result in a violation of any state or local fire or other codes, nor directly over any entranceway to the building except as approved in writing by Management.
14. No occupant shall make or permit any disturbing noises in or on the premises or do or permit anything to be done therein which interferes with the rights, safety, reasonable comfort or convenience of the other residents. No musical instrument, loudspeaker, household appliance, mechanical or electrical motor or device can be operated in or on the premises between the hours of 11:00 p.m. and 8:00 a.m. if noise or vibration caused or generated by the same shall disturb or annoy other permitted occupants of the premises.
15. In each apartment, at least 80% of the floor area of each room shall be covered with rugs or carpeting over suitable and sufficient padding or other sound abating material, excepting only kitchens, pantries, bathrooms and closets. Such covering shall be required to be installed within 30 days after taking possession of the apartment. Sound or exercise equipment may require additional noise abating measures.
16. No group tour or exhibition of any apartment or its contents shall be conducted, or shall any auction sale be held in any apartment without the express written consent of the Board of Directors or Managing Agent.
17. No construction, demolition or repair work or installation of permanent equipment or fixtures shall be done in any apartment without prior written approval by the Board of Directors as required by the Proprietary Lease. Plans may be required, permits (to the extent same are required by code or ordinance) will be required, and proof of contractor licenses and adequate insurance coverage, in Management's sole discretion, must be submitted for the Managing Agent's review, prior to any such work being started on the premises. Management may also require that all workmen entering or remaining on the premises for such work, register with Management and carry building issued or other identification as required by Management.
18. No construction, demolition or repair work (including painting) or installation causing noise shall be conducted on Saturdays, Sundays or legal holidays, excepting only cases of emergency, and such non emergency construction, demolition or repair may be done only between the hours of 8:30 a.m. and 5:00 p.m.

19. Toilets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed, nor shall any rubbish, rags or other substances or articles be disposed of in the toilets or drains. The cost of repairing any damage resulting from the misuse of any toilet or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.

20. Requests for repairs shall only be made in a writing delivered to the Superintendent or Management. Complaints regarding the services of the Premises should be made by phone in an emergency, or otherwise, in writing to the Managing Agent of the Lessor. All such writings should identify the area of concern as well as the individual making the request. Lessees who make a request for maintenance inside an apartment, to the extent same are permitted by Board policy at the time, are deemed to have consented to entry into said apartment by employees or agents of the Lessor to effect said repairs, without further notice to the Lessor, unless such consent is restricted on conditions set forth in the writing.

21. Household garbage and refuse from the apartments shall be disposed of only by depositing same in bins in the garbage shed supplied for that purpose. Recycling materials must be washed thoroughly and placed in the bins provided and in such manner as the Board may direct. The Superintendent must be advised in advance of the proposed disposal of large objects, furniture, appliances, fixtures or construction debris and disposal charges may apply to such items. No such objects may be left elsewhere on the property without the express consent of and on such condition as directed by the Managing Agent.

22. a) All garbage and debris is to be securely wrapped or bagged in small, drip-free packages and carried to the garbage shed located in the parking lot.

b) Recyclable bottles, containers and cans shall be washed clean and dry and placed in the recycle bins. Newspapers and magazines must be placed in the designated containers. Residents must observe the current recycling rules as are posted from time to time.

c) Small boxes, cartons and other solid objects should be left in a neat manner and deposited in the garbage shed.

d) Under no circumstances should inflammable, highly-combustible, hazardous or explosive materials such as without limitation, naphthalene, camphor balls or flakes, sawdust, oil-soaked rags, paint cans or unexpended aerosol cans, or metal pots or broken glass, coat hangers or other materials which can cause injury or mechanical equipment failure, be left in the garbage shed. Pots and other small appliances or empty paint and unexpended aerosol cans should be given to the Superintendent or staff separately. No lighted cigarettes or other burning objects should be placed in the garbage shed.

e) Animal litter boxes, or vacuum cleaner bags or construction or other dust shall be wrapped in a securely tied bag or package as for household garbage and then placed in the proper container located in the garbage shed.

23. No animal shall be kept or harbored in the Premises unless the same in each instance be expressly permitted by resolution of the Board of Directors and evidenced in writing by the Lessor. In no event shall dogs be permitted in or on any of the common areas of the Premises or grounds unless carried or on a leash. Furthermore, no dogs will be allowed that weigh over 45 pounds at maturity, a certification by a veterinarian, in writing, is required. No more than one dog per unit is allowed. All dogs must be in compliance with all City of Yonkers codes and regulations, including licensing.

24. Dogs, when walked, should be curbed and their owners shall clean up after the animal in accordance with City ordinances. A repeated failure to observe any rules involving pets, or the creation of constant offensive odors or noise may constitute grounds for declaring the offending pet a nuisance and revocation of any consent given hereunder.

25. No food or substance may be spread or left upon the grounds or common areas or window sills of the building for the feeding of any bird or animal.

26. No vehicle shall be parked anywhere on the property in such a manner as to impede or prevent ready access to or egress from any entrance of the building by pedestrians or another vehicle, or in such manner as to impede emergency services to the Premises. No vehicle may be left running in the parking lots unattended, or at any time in the enclosed garages, any longer than is necessary to enter or exit the garage.

27. No vehicle shall be parked on the cooperative's property unless properly parked in a space that is licensed to a resident and the owner of the vehicle has express permission from said resident to use the space. No vehicle shall be parked elsewhere on cooperative property entrance including the driveway on Bronxville Road, without express written permission from the Managing Agent or Parking Committee chair person. Residents and their guests may park in the driveway for no more than 20 minutes. After 20 minutes, a car parked in the driveway is subject to being towed at the car owner's expense. Vehicles parked in violation of any parking rules are subject to removal or booting without notice. All resulting charges are the sole responsibility of the vehicle owner.

28. The rules governing the assignment of parking spaces shall be determined by the Board of Directors. A resident's assigned parking space may be revoked at the discretion of the Board of Directors if the resident operates a vehicle in an unsafe manner or causes damage to other vehicles or the property. Upon notice of an available parking spot a tenant shall have 30 days to provide a vehicle registration and insurance information or sufficient information to determine the purchase of a vehicle and insurance. Failure to do so will result in forfeiture of the parking spot and the removal of the tenant from the parking waiting list. Removal of the tenant from the parking list shall not preclude the tenant from requesting parking in the future.,

29. No resident or Lessee shall send any employee of the Lessor out of the Premises on any private business of such person or another, nor engage such employee for private purpose or business during such employee's regular workday. Nominal services provided by employees of the Building for a resident in accordance with the rules of the Cooperative Corporation employer, are supplied at the sole risk of the resident. No resident shall intentionally interfere with nor distract any employee during the performance of said employee's duties.

30. The employees and agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment on reasonable notice to the occupant and shareholder 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 or to inspect or investigate possible leaks or other dangerous conditions, or to obtain access to building components which are only accessible in or through the respective apartment, except and unless the condition is an emergency, in which case no notice is necessary.

31. Any consent or approval given under these House Rules shall be revocable at any time by the Lessor, excepting only the assignment of parking spaces, which assignment is governed by the parking rules appended hereto. Violations of these House Rules may, in addition to any other remedies provided for in the Proprietary Lease, subject to the Lessee's account for the apartment where the offending conduct emanates from, or in which the Lessee resides, to administrative cost recovery charges in an amount determined by the Board of Directors.

32. It is prohibited for Lessees, their guests, workers and building staff to smoke in any of the common areas or to allow cigarette, cigar, vapor or any other kind of smoking odors to escape from an apartment into common areas or other apartment. A shareholder that has been notified by the Board, or an agent for the Board, that the Board has received a complaint from one resident concerning smoking odors escaping from the shareholder's apartment, interfering with the use and enjoyment of an apartment or a common area, must undertake to seal the apartment so that smoking odors are not escaping from the apartment. The shareholder may request to discuss the violation with the Board of Directors at the next scheduled Board meeting in private session before any required work is to be done. After notification, if the shareholder does not complete the above undertaking within 21 (twenty-one) days of the dated notice of complaint, the Corporation shall perform the undertaking at the sole expense of the shareholder. A shareholder who is in violation of this House Rule may be subject to a fine for each violation and, if after notice, said conduct may be considered objectionable and the shareholder's conduct undesirable, as these terms are defined pursuant to the Proprietary Lease.

33. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor pursuant to the Proprietary Lease, and shall be effective upon three days notice by mailing to residents and shareholders.

**Adopted by the Board of Directors of
Bronxville Court, Inc.**

Dated: August 8, 2018