

House Rules

303 Beverly Owners Corp.

303 Beverly Road, Brooklyn NY 11218

House Rules:

I have been informed of the House Rules specifically concerning:

1. All apartment floors at 303 Beverly Road, Brooklyn NY, must be at least 80% carpeted.
2. No dogs are allowed to be kept at 303 Beverly Road, Brooklyn NY.
3. Moving in or out of the building is limited to Monday through Friday between the hours of 9:00 A.M. and 5:00 P.M. (specifically no moving in or out on weekend or holidays).
4. No loud noise or music is allowed.
5. All recycling rules that are posted must be strictly obeyed.
6. If you are planning on doing renovations of any kind, an alteration application must be filled out as directed. The application can be requested by emailing: BOARD@303BEVERLEYROAD.ORG

303 Beverly Owners Corp.

Tenant's signature (Applicant 1) _____

Tenant's signature (Applicant 2) _____

303 Beverley Owners Corporation
Brooklyn, NY 11218

303 Beverley Owners Corporation

HOUSE RULES

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INTRODUCTION

The Corporation has established House Rules: rules and regulations aimed at protecting residents' safety and quality of life, without undue disruption, or inconvenience. These House Rules are necessary to protect our common investment, our homes, and our peace of mind. They are designed to permit all residents to live comfortably together and to protect the physical integrity of the building for the benefit of its residents and shareholders.

All residents (shareholders, sub-tenants and guests) and commercial tenants must follow these House Rules. These rules override any lease which a shareholder may have with a respective tenant and shall be specifically incorporated by reference in all such leases. Please read these rules carefully and follow them. The Board reserves the right to impose financial charges for any violations of the House Rules as it deems necessary and as it, in its sole discretion, deems appropriate in any individual case. These charges may include legal fees if legal remedies or actions are taken for violations of the House Rules.

OWNERSHIP RIGHTS OF THE SHAREHOLDER

In a cooperative building with cooperative ownership, each shareholder has limited rights of ownership. The shareholder does not own the actual apartment in which he/she lives; the shareholder only owns shares of stock in the Corporation. The landlord (lessor) is the corporation which owns the cooperative apartment, building and grounds. The shareholder/tenant is the lessee.

³⁵₁₇ The shareholder does not own real estate, and does not have a deed. The shareholder has a Proprietary Lease, which creates the rights and responsibilities of a shareholder to occupy the space within the apartment.

³⁵₁₇ The shareholder does not own the interior of the apartment and does not have the right to make renovations or alterations to the apartment, except as strictly limited by the House Rules and the Proprietary Lease.

³⁵₁₇ The Proprietary Lease (the agreement between the Corporation as lessor and each shareholder as lessee) and the House Rules (rules of conduct for residents of the cooperative) clearly define the obligations of each side in the relationship.

RIGHTS OF THE CORPORATION

Any consent or approval given by the lessor under these House Rules shall be revocable at any time.

These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

BUILDING STAFF

STAFF/ RESIDENT RELATIONS

It is important that the building staff be treated respectfully by all. Any complaints regarding the service of the building or any of its personnel should be made in writing to the Managing Agent or the Board of Directors. Building staff may not be engaged or hired to perform personal services during the hours they are already being paid to work for the Co-op. Violations will be considered theft of services from fellow shareholders, and the shareholder/resident will have to reimburse the Co-op for the lost staff time. No resident may send any employee of the Corporation out of the building on any private business. Interrupting the staff with social conversations should be limited since this interferes with their work schedule and ability to manage their time.

REACHING BUILDING STAFF

During regular work hours (8 am – 5 pm), residents can reach the Superintendent by calling 718-854-7349 and leaving a message with the doorman who will contact the Superintendent. The Superintendent will return the call when he is able. Please refrain from calling the Superintendent directly at his home, knocking on his door, or calling his cell phone, as this is a number reserved for Board members, Management, and vendors in order to reach him for Co-op and building-related matters.

After regular work hours (5 pm – 8 am), the Superintendent or Porters will attend only to building emergencies reported through Management. Building emergencies are related to the building infrastructure (i.e. heating, water leaks, or vandalism affecting the building and residents).

REPORTING AN APARTMENT PROBLEM TO STAFF

The Problem Report Form is the method used to report a non-emergency problem occurring in the apartment. The staff member, optionally accompanied by a professional, will inspect the reported problem. The shareholder may be held responsible and back billed for the cost of the investigation of the problem and the cost of the repair if the problem is found to be the obligation of the shareholder according to the Proprietary Lease.

Copies of the form may be found with the doorman at the front desk located on the residential lobby floor.

Non-emergencies may have to wait until regular work hours for attention.

The building staff should be IMMEDIATELY notified of any building emergency, dangerous or destructive condition, or suspicious activity or behavior in the building or on building property. Any serious concerns relating to GAS or FIRE should be immediately reported to National Grid or to the Fire Department and to the Management Company.

IMPORTANT CONTACT NUMBERS:

Building Doorman:	718-854-7349
JK Management:	718-851-1940

APARTMENT LIVING: RULES AND GUIDELINES

APARTMENT OCCUPANCY

Occupancy of any unit (whether residential or commercial) must be consistent with the terms of the Proprietary Lease and is allowed only with prior Board approval. All shareholders must notify the Corporation of any guests staying with them or their subtenant for a period longer than 30 days. No person, including guests or family members, may live in the apartment without the shareholder being physically present. This is directed by the Proprietary Lease, Section xxx. Violations will result in legal action against the shareholder.

HOMEOWNERS INSURANCE REQUIREMENTS

All shareholders of 303 Beverley Corp. must obtain and continually maintain comprehensive liability and casualty insurance covering their respective apartment units with minimum coverage of \$300,000 each. Shareholders who are subleasing their apartments are required to carry additional insurance on their policy covering the unit as a rental apartment. It is strongly recommended that subtenants carry renter's insurance to protect their personal property inside the apartment. Any questions about required coverage should be directed to the Co-op's Management Company.

NOISE

1. No one shall make or permit any disturbing noises **at any time of the day or night** but especially between the hours of 8pm – 8am (Sunday night through Friday morning) and 10pm – 10 am on weekends (Friday night through Sunday morning)
2. No resident shall make or permit any excessive noises in the building or do or permit anything to be done which will interfere with the rights, comfort, or convenience of other residents. Stereo equipment, radios, televisions, musical instruments, or exercise equipment may not be played/used in a manner which causes disturbance to others. Complaints regarding loud noises from any apartment must be immediately addressed by the resident of that apartment. Failure to correct the problem is a violation of the House Rules and the Proprietary Lease and will be subject to an administrative charge or legal action.
3. Noise-creating construction, repair work or other installation shall be conducted in any apartment on Monday through Friday only, and only between the hours of 8:00am and 5:00pm. Work is prohibited all day on Saturday, Sunday and legal holidays.

CARPETING REQUIREMENTS

All residents, including subtenants, are required to have at least 80% of the floors in their apartments covered with carpeting or rugs and padding in each room, including the hallways, except the kitchen, bathroom and closets. In order to meet the standard of sufficient quality and thickness so as not to deprive their neighbors of the quiet enjoyment of their home, the padding shall be at least 40oz/yd all fiber or its equivalent.

MAINTAINING APPLIANCES

If a shareholder fails to keep appliances in good repair and this adversely affects the corporation or other apartments, the Corporation has the right to have the repairs made at the shareholder's expense or require that the equipment be removed.

Installation of washing machines and clothes dryers in any residential apartment is not permitted.

LIQUID AND/OR CHEMICAL DRAIN CLEANERS

Under no circumstance may residents use any chemical drain cleaners, which are very corrosive and damaging to the building's plumbing. In the event of a drainage problem, contact the building Superintendent or Management using a Problem Report Form. Professional service will investigate the blockage; if the blockage is determined to be local, the shareholder is responsible for the cost of clearing it.

BEDBUG EXTERMINATION

Any suspicion of bedbugs must be reported to Management IMMEDIATELY. Extermination must be done by the Co-op approved certified exterminator. **NO SELF TREATMENT BY A RESIDENT IS PERMITTED.** Should a resident fail to timely report the presence of bedbugs or attempt to self treat such condition, he/she will be responsible for any cost incurred by the Corporation to treat the condition in the resident's apartment or in any apartment where the condition has spread. The shareholder is responsible for the cost of extermination.

STANDARD EXTERMINATION SERVICES

There is a monthly extermination service for the building common areas (hallways, compactor, laundry rooms, etc.), and for the individual apartments (if requested), which occurs according to the posted Schedule. There is no extra cost for this service.

All residents are urged to take advantage of this service by signing up on the Extermination Service Sheet posted by the mailboxes. If there is a continuing pest problem, please call the Managing Agent to have this attended to immediately.

The Corporation has the right to enter any apartment to inspect, treat, control, and exterminate any vermin, insects, bedbugs, or other pest issues, and residents must provide access and cooperate with its efforts.

APARTMENT REPAIRS (EXCLUDING ALTERATIONS)

Any needed repairs believed to be the Corporation's responsibility should be addressed as soon as possible. All residents must complete a Problem Report Form so that the staff may inspect and address the problem, optionally in consultation with the Managing Agent and/or other professional services. Subtenants must contact their landlord for resolution of any needed repairs.

If a shareholder is responsible for the repair, the staff will notify the shareholder and/or subtenant. If a shareholder expects to be reimbursed by the Co-op for any repairs, these repairs may not be undertaken unless prior written authorization is obtained from the Board or Managing Agent. The Problem Report Form must be completed even if the management company is contacted.

APARTMENT KEYS

No one other than the present legal resident(s) of this building should have apartment keys, with the possible exception of a family member or a non-resident shareholder. For everyone's safety, discretion should be used in the matter of distributing keys.

If locked out of the unit, residents may have to call a locksmith to obtain access. If a key has been left with the building's Superintendent or Doorman, he/she may provide access during his work hours. After hours, the Superintendent is not under any obligation to provide immediate assistance.

Apartment keys are safeguarded by the Doormen and are kept in a locked key cabinet. In the event of an emergency, when no key is available to enter the unit to which access is needed and the door must be forced open or locksmith called, the shareholder is liable for damages to the door, door frame and/or lock(s) or the cost of the locksmith. The shareholder will also be liable for any damage to the building or any other apartments due to the delay caused by the inability to gain immediate entry to the apartment.

APARTMENT DOORS

Apartment doors are the property of the Corporation. Any decorations, adornments, stickers, decals, plaques, fixtures which the Board deems offensive will be removed at the shareholder's expense. Deliberate damage to the doors by residents will be repaired at the shareholder's expense. Replacement or addition of door locks requires approval by the Co-op.

SHOWINGS, EXHIBITIONS AND OPEN HOUSES

1. Group tours or exhibitions of any apartment or its contents may not be conducted, nor may any auction or tag sale be held in any apartment without prior written consent of the Board or Managing Agent.
2. Open Houses for apartments on the market may be conducted as long as a licensed realtor is always present during the event. Attendees must enter the building through the front lobby entrance using the intercom to introduce themselves and sign in with the door staff.

WINDOWS AND BUILDING EXTERIORS

1. No modifications, attachments or changes to the appearance of windows or the exterior of the building are allowed.
2. Nothing is permitted to be attached or drilled into the exterior brick wall (i.e. planter hangers, satellite TV dishes, etc.).
3. No shutters, awnings or window air-conditioning units may be used in or about the building unless expressly approved by the Board or the Managing Agent.
4. No sign, notice, advertisement or illumination (i.e. "Open House" or "For Sale" signs) may be inscribed or exposed on the building, or in any window, unless approved in writing by the Board or the Managing Agent.
5. Nothing may be hung from the exterior windows placed upon the external window sills of the building.
6. No radio or television aerial shall be attached to or hung from the exterior of the building. The building is wired for cable TV, which can be installed inside each apartment at the shareholder's expense. Board approval is required for satellite TV dish installation.
7. The resident shall keep the windows of the apartment clean. In case of refusal or neglect by the resident, such cleaning may be ordered by the Board 10 days after notice has been given in writing from the Board or the Managing Agent, and such expense will be charged to the shareholder.

BALCONIES

1. The balconies are the property of the Corporation, and are not owned by the shareholder. They must be maintained in a manner that protects the integrity of the structure, as well as the safety of other residents. The appearance of the balcony should not distract from the overall appearance of the building. Each resident with a balcony is responsible for keeping the balcony clean and the drainage area free from debris.
2. Plantings must be contained in pots made or lined with materials impervious to dampness, with drainage holes and trays to contain excessive water runoff. Plantings should be standing on supports at least two inches from the balcony floor, and if adjoining a wall, at least three inches from such wall. Containers and trays must be maintained in good condition. Please keep the drainage area on the balcony floor free of dirt and debris.
3. Objects on the balconies are to be secured in such a way so as not to pose a hazard to people, cars, etc. on the ground below, or to create a litter problem. Nothing may be hung or shaken from the balconies. No planter hangers may be attached to the exterior brick wall.
4. No one shall install privacy screens without prior written approval from the Board. Privacy screens which have been approved for installation must be positioned on the inside of the balcony railing and tightly secured.
5. During the Holiday Season, residents may hang lights on their balcony, provided these lights are displayed tastefully, do not disturb other residents, do not extend beyond the footprint of the balcony and are in compliance with current Fire Codes. Lights which are synchronized with music are not permitted. Lights must be turned off daily by 10pm.
6. Carpeting or floor tiles of any kind are prohibited.
7. Barbecuing using gas or charcoal is NOT allowed on the balconies.
9. Tiki torches or other devices using liquid fuel are not allowed.

SAFETY & FIRE PRECAUTIONS

In order to ensure the safety of all residents in our multi-unit building, the Safety and Fire Precautions listed below must be followed at all times. They are based on New York State Residential Code and local laws.

THESE ACTIONS AND ITEMS ARE NOT PERMITTED:

1. Do not overload electrical outlets or circuits.
2. According to NYC Fire Code, generators powered by gasoline or other fuel are not allowed to be used on the balconies or in the apartments.
3. Flammable items, such as gasoline, propane or kerosene, may not be stored or used in any apartment, storage area or on the balconies.
4. The kitchen oven or stove may not be used to heat the apartment.

THESE ACTIONS AND ITEMS ARE REQUIRED:

1. It is required by law that smoke alarms and carbon monoxide detectors be installed by shareholders in every apartment and that they be kept in working order by having their batteries checked periodically and replaced once a year. A working alarm can save lives.
2. According to NYC Fire Code, smoke detectors need to be installed on the ceiling or wall outside of each separate sleeping area, in the immediate vicinity of bedrooms, or in each room (other than bedrooms) used for sleeping purposes.
3. Carbon monoxide detectors are required by law in every dwelling unit in which there is any carbon monoxide source, such as a gas oven or stove. They need to be installed in the common area of any floor with bedrooms. This law thus applies to every apartment here. Failure to install and to maintain an operating carbon monoxide detector is a violation of State law.
4. It is recommended that each apartment have a working fire extinguisher. They should be checked periodically to determine whether still within their expiration date and replaced if expired.
5. NEVER leave cooking unattended. Keep oven and stove clean of excess grease.
6. Handle matches, cigars, cigarettes, and candles with care and extinguish them completely. Dispose of cigar and cigarette remains carefully and only when completely extinguished and cold.

In the event of a fire, NYC Fire Department personnel have advised the following:

- ³⁵₁₇ First thing - Don't Panic!
- ³⁵₁₇ Open doors carefully, only after feeling them to see if they are hot.
- ³⁵₁₇ Stay close to the floor, as smoke and gases rise.
- ³⁵₁₇ Breathe through a damp cloth and take short, shallow breaths.
- ³⁵₁₇ Follow Fire Department directions.

Any violations of state and local laws will be treated by the Board as violations of the Proprietary Lease and dealt with accordingly.

RESIDENTIAL SUBLEASE POLICY

In order for a shareholder to be eligible to apply to sublease their apartment, he/she must have owned and resided in the apartment for a minimum of 12 months, prior to the submission of the sublease application. The intent of this policy is to provide shareholders with the ability to sublease their apartments, but prevent investors who seek to purchase a unit and immediately rent it. All maintenance charges on the apartment must be current before the Board of Directors will consider a sublease request.

The sublease may run for a maximum of 3 years (re-approval is required for year 2 and 3), provided that the shareholder or subtenant did not violate any of the House Rules or provision of the Proprietary Lease during that time period.

As a condition of approval of any sublease, the shareholder must pay to 303 Beverley Owners Corp . a sublease fee. The sublease fee is calculated per share. Please consult the policy for the current rate.

The complete Sublease Policy, Application and Procedure packet is available from the Management Company.

PET POLICY

303 Beverley is a dog-free building. As per the Pet Resolution approved by the Board, no dog may be kept or harbored, permanently or temporarily in any apartment. In considering any written request for consent to obtain, keep, and harbor a dog, the Board will follow all applicable laws and the legal documents of the Corporation.

Any shareholder who keeps or harbors a dog in the building will be subject to an administrative charge, legal notices and fees. Said administrative charge shall be deemed additional maintenance and shall be collectable as such. Shareholders will be responsible for the actions of their subtenants.

Visitors are permitted to bring a dog into the building while visiting a shareholder, but must sign in with the doorman and indicate length of visitation.

REPAIRS, ALTERATIONS AND RENOVATIONS

REPAIRS

Repairs must be planned and performed in compliance with NYC Code and in accordance with the House Rules in order to ensure that the building, shareholder's apartment and any neighboring apartments are not adversely affected or subject to damage.

Shareholders **MUST** submit to Management, in writing, information about planned work in their apartment regardless of the scope or nature of the work. All workers, including painters, **MUST** register with the building staff on the first day of work to facilitate communication and cooperation between staff and contractors.

Repairs – Co-op Responsibility

All needed repairs believed to be the Co-op's responsibility should be addressed as soon as possible. All residents must complete the "Problem Report Form" so that the building staff is notified to inspect and address the problem, and consult professional service when necessary. If the shareholder is responsible to make the repair, the building staff will notify the shareholder. If a shareholder expects to be reimbursed by the Co-op for any repairs the shareholder intends to make, these repairs may not be undertaken unless prior written authorization is obtained from the Board or Managing Agent.

Repairs - Shareholder Responsibility

These are repairs to the fixtures and items inside the apartment which are the responsibility of the shareholder. These also include upgrades and minor remodeling, which the shareholder may choose to perform in their apartment.

Work for which Contractor is NOT REQUIRED	Work for which Contractor IS REQUIRED
<u>Minor repairs by shareholder:</u> Painting, decorating, installing wallpaper, curtains and blinds, and similar minor work. <u>Shelves and cabinets by shareholder:</u> Installing or replacing any shelving, cabinets or any other carpentry work may be done by the shareholder, provided these have NO CONNECTION to any plumbing, gas lines or electric wiring and/or do not involve alteration of a wall. <u>Limited floor work by shareholder:</u> ³⁵₁₇ ³⁵₁₇ ³⁵₁₇ Installing or replacing carpet in any room Installing or replacing linoleum or tile floor in the kitchen NO WORK ON WOOD FLOORS and NO WORK OF ANY KIND ON BATHROOM FLOORS is allowed by shareholder (a licensed and insured contractor must be used). If professionals are hired to do work described above, they must register with the building staff on the first day when they come to work and before any work is performed in an apartment. <u>Required of Shareholder:</u> No consent of the Board is required, but Management and staff <u>must</u> be informed of the planned work and schedule.	<u>Repairs, replacement or installation of any cabinets or anything that has a connection to:</u> ³⁵₁₇ ³⁵₁₇ ³⁵₁₇ ³⁵₁₇ ³⁵₁₇ ³⁵₁₇ Plumbing or plumbing fixtures Electrical wires or electrical fixtures Gas lines or gas fixtures Heating or heating fixtures Stove or dishwasher <u>Bathroom remodeling, including:</u> ³⁵₁₇ ³⁵₁₇ ³⁵₁₇ ³⁵₁₇ Floor repair or replacement Tile installation Toilet, bathtub or shower repairs or installations Any work relating to plumbing or fixtures Any work relating to walls or floors with tile <u>Kitchen renovations.</u> <u>Replacement or refinishing of hardwood floors.</u> <u>Installations, partitions or any other revisions to walls.</u> <u>Required of Shareholder:</u> Completed Alteration / Renovation Application with necessary documents and renovation deposit is required along with Board consent.

1. The shareholder doing the repairs assumes all responsibility for expenses associated with resultant damages to the Corporation or other shareholder's property, including repair for interferences in any way with neighbor's walls, floors, ceiling, gas lines, electricity, plumbing, etc.
2. The shareholder doing the repairs or whose contractor does the repairs assumes all the responsibility for additional expenses associated with supervision and coordination by the building staff and/or the Managing Agent, including the cost of overtime. The shareholder is responsible for cost of contractors or experts hired by the Board or the Managing Agent to inspect repair work or complete repair work, and all other expenses incurred.
3. Violations of these rules by the shareholder or by their contractors, agents, or assignees, are subject to administrative charges to the shareholder.
4. Before beginning any large repair for which a licensed and insured contractor is required, the shareholder must notify the Managing Agent by completing the Alteration & Renovation Application in order to ensure the process is handled with the informed consent of the Board. This will ensure that the proper procedures are followed.
5. The shareholder/contractor is responsible for obtaining any necessary municipal permits and for closing the permit(s) when the work is completed. NO REFUND OF THE RENOVATION DEPOSIT will be considered until proof of closeout of all required permits.

Repairs of any type must comply with "RULES FOR ALL RENOVATIONS" when applicable.

ALTERATIONS & RENOVATIONS

Alterations and renovations are more extensive projects to be carried out in the shareholder's apartment. These types of projects must be reviewed and approved by the Board of Directors upon submission of a completed Alteration & Renovation Application. No walls may be added, removed or modified without the approval of the Board.

The shareholder MAY NOT make any alterations in any of the common areas of the building. No one is permitted to perform any alterations that will change the exterior façade of the building.

RULES FOR ALL RENOVATIONS

1. Before beginning any alterations or renovations, the shareholder must submit to the Board (through the Managing Agent) a completed Alteration & Renovation Application. Detailed architectural and/or engineering plans are required for written approval by the Board for the following work:
 - o Any alteration of, or addition to electrical conduits, wiring, fuses or circuit breakers, plumbing fixtures, or intercom system
 - o Renovation within an apartment unit entailing structural changes or any installation or alteration affecting load bearing walls in the apartment or building
 - o Please note: alteration to the water, gas, steam risers, pipes or intercom system will be rejected. Please consult with the board well in advance if your plans anticipate such modification to avoid unnecessary architectural design costs.
2. The Corporation will prepare a release statement for the shareholder to sign when alterations or replacement of Co-op property are involved. This responsibility will be passed to buyers of the unit since they will take possession of the apartment "as is" and thereafter will assume responsibility for any future problems caused by the renovation. The shareholder becomes responsible for the maintenance and/or damages caused to others by such alterations or replacements.
3. The shareholder doing the renovation is responsible for obtaining all permits or other documents which may be necessary. It is also the shareholder's responsibility to furnish the Corporation with copies of these permits, as well as proof that these permits have been closed by the municipality and, if necessary, secure an amended Certificate of Occupancy upon completion of the work.
4. Any apartment renovation by the shareholder shall be in accordance with any applicable rules and regulations of the Corporation and local governmental agencies. There is no "Grandfathering" of any rule.

5. The shareholder shall require his/her contractor to obtain insurance to the extent required by the Board naming: a) 303 Beverley Owners Corp., b) JK Management Inc. and c) the specific shareholder by name as additional insured or as the certificate holder. A copy of the insurance certificate and County/State license must be given to and approved by the Management Company before any work can begin.
6. The Corporation has the right to inspect the premises while work is in progress and upon its completion. If these inspections reveal that modifications are necessary in the work undertaken, changes must be made at the shareholder's expense.
7. If it is necessary for the Board to employ an architect, engineer, attorney and/or other professional in connection with evaluation or oversight of the proposed renovations, the shareholder will bear the expense of these professionals.
8. Workers doing an apartment renovation must use the side building entrance at all times.
9. The use of the elevators for transporting materials or rubble from the apartment must be previously arranged with the Managing Agent and building staff so that it will not interfere with other building needs, and padding can be provided to protect the elevator cabs. Special deposits or bonds may be required when elevators are to be used extensively.
10. Noisy work, use of heavy tools, major construction or repair work is prohibited before 8:00am and after 5:00pm, Monday through Friday, and all day on Saturday, Sunday and legal holidays.
11. The shareholder doing the renovation is required to contact their immediate neighbors in writing (on both sides, above and below) to let them know that there will be some noise and disturbance for a specified period of time. Workers should be reminded by the shareholder not to disturb any residents.
12. The shareholder doing the renovation is not allowed to install any appliance or permit any contractor to install equipment which could overload the existing wiring or plumbing in the building. The specifications of the appliances and equipment must be included in the renovation application.
13. It is the responsibility of the shareholder doing renovations to see that all debris and rubbish, cabinets or bathroom fixtures are carted away from the building and are not deposited in the dumpster or placed down the compactor chute. Any violation of NYC Code received by the Corporation and any cost or expense incurred by the Corporation in connection with the violation will be passed on to the shareholder.
14. If it becomes necessary for the contractor to place a dumpster at the curb (a permit is required), this must be approved by the Board and all necessary arrangements must be made by the shareholder at the shareholder's expense.
15. The shareholder doing the renovation is responsible for any cleanup needed in the common areas (lobbies, elevators, hallways and/or stairways), and for any damages to the property as a result of any repairs or renovations made in the unit.

WALLS, PLUMBING, GAS LINES AND ELECTRICAL

1. The shareholder doing the renovation assumes all responsibility for expenses associated with any resulting damages, and any needed repair to Corporation property or neighbor's walls, floors, ceiling, gas lines, electric, plumbing, etc.
2. No walls may be removed or modified in such a way as to interfere with necessary heating, plumbing, gas lines or with electric lines for the building.

If plumbing lines, gas lines or electrical wiring inside the apartment are to be modified in any way, or if appliances are to be installed:

- The work must be done by a licensed plumber or electrician
- The shareholder assumes full responsibility in the event of subsequent damage

3. If it becomes necessary to shut off the water, gas supply, or electricity for the building or for any part of the building during the renovation work, arrangements must be made with the Managing Agent and/or building staff at least five (5) days in advance so that any affected residents and commercial tenants may be notified of the hours during which the utilities will be shut off.

GARBAGE DISPOSALS

Installation of garbage disposals is prohibited. This is due to the age of pipes in the building and the real potential for clogging them with the product of garbage disposals.

WINDOWS

Shareholders are prohibited from changing or modifying existing windows.

MOVING IN & OUT

These rules and procedures are instituted to facilitate moving into and out of the building, to minimize inconvenience to other residents, to obtain the assistance of building staff, and to prevent damage to the building, including access doors and elevators. The following rules and procedures must be followed:

PROCEDURES

Contact the Management Company at least two weeks in advance of the move date. Provide the following information:

- ³⁵₁₇ Date of the move
- ³⁵₁₇ Expected hours of the move
- ³⁵₁₇ Name, address, and telephone number of the moving company in charge of the move
- ³⁵₁₇ \$250 check payable to 303 Beverly Owners Corp. as a move in/out deposit (see below)

Confirm the move date and hours with the Management Company 2 days in advance of the move to avoid conflicts with other movers and to ensure that the Corporation received the deposit. Confirmation will not be granted until the move in/out deposit is received by the Management Company.

Please note: To avoid confusion and conflicts with other moves, ONLY 1 move per day will be allowed.

MOVE IN/OUT DEPOSIT

All residents moving in/out of the building must post a refundable \$250 deposit to be used toward any damage to the common areas, and/or for non-compliance with move in/out rules established by the Board. The deposit amount of \$250 is not a limit on a resident's responsibility for damages. Damages in excess of this amount will be billed via maintenance (for buyers) or at closing if applicable (for sellers). If a sub-tenant refuses to pay any excess damages, the shareholder will be held responsible for payment. If necessary, legal action will be taken against the shareholder to collect payment. If no damage is caused during the move and rules are followed, the deposit will be promptly returned after the move is completed.

CERTIFICATE OF INSURANCE FROM MOVING COMPANY

A resident engaging the services of a professional mover must require from the mover that a copy of the Certificate of Liability Insurance and proof of Workmen's Compensation coverage is supplied to the Management Company prior to the date of the move.

Certificates must name as additional insured or certificate holders:

- a) 303 Beverly Owners Corp.,
 - b) JK Management Inc., and c)
- the specific shareholder by name

This requirement does not apply if the shareholder and/or subtenant do not use a moving company.

MOVING INSTRUCTIONS AND GUIDELINES

Residents must ensure that their movers comply with the following:

1. Moving is permitted Monday through Friday only, and only between the hours of 8:30am to 4:00pm. It is not allowed on Saturdays, Sundays and legal holidays.
2. All moves must take place through the side door of the building
3. Moving trucks may not park on the access ramp to the back door or otherwise block the entrance to the door.
4. Propping open the building entrance doors is not allowed, unless somebody is monitoring the entrance while the doors remain open.
5. Residents must notify their movers that the move must be completed by 4:00pm.
6. Resident moves that extend past the 4:00pm time limit will result in overtime charges incurred after 4:30pm by the building staff in facilitating, overseeing and cleaning after the move. This charge will be deducted from the move in/out deposit.
7. Elevators must be padded for the move. Staff will install the padding.
8. Movers or residents moving furniture or a sizeable amount of personal effects may not leave these items in any hallway for more than 15 minutes.
9. Elevator and stairway access cannot be blocked by movers at any time.

INSPECTION FOR DAMAGES

Upon completion of the move, the building staff will inspect the exterior entrance, the hallways (including doorframes and carpeting) and elevators for damage. The shareholder/subtenant may accompany the building staff on this inspection.

RETURN OF DEPOSIT FEES

If upon inspection there is no damage and all move in/out rules were followed, the Management Company will return the deposit fee to the shareholder/subtenant. If there are damages, the fee will be held pending determination of the cost to repair the damages or to address the violations of the move in/out rules, and the shareholder/subtenant will receive the difference (if any) between the deposit and cost of repairs or charge for violations. Fees for damages in excess of the \$250 deposit will be billed to the shareholder. In addition, if any of the above move in/out rules are violated, the move in/out deposit will not be returned.

Please contact the Management Company with any questions.

DELIVERIES

SMALL PACKAGES

Resident deliveries of small packages from the Post Office, UPS, FedEx or other delivery service may be left with the Doorman. Residents are expected to pick up deliveries within 2 days of receipt unless written notice is provided in advance as to unavailability to pick up. Items left more than three days will be returned to the sender at the shareholder's expense.

LARGE ITEMS

Deliveries of large items, such as appliances or furniture, may only take place from Monday to Friday between the hours of 8:30am and 4:00pm while a building employee is on duty to oversee the delivery. Deliveries of large items are NOT permitted on Sundays. Deliveries of such items must be arranged in advance with the building staff to ensure that no other moves are taking place at that time, and so that building staff can pad the elevator. If a delivery must be made on a Saturday, Management must be informed by the previous Wednesday so that the doorman can be notified. Saturday deliveries must be made and completed between the hours of 10 AM and 4 PM.

ONLY the side entrance of the building may be used for deliveries of large items. Residents must inform the delivery company of these rules, as any violation of these rules will be subject to an administrative charge billed to the shareholder's maintenance. To schedule deliveries, please call the Superintendent at 718-854-7349.

SELF-TRANSPORTED ITEMS

Residents moving large items or furniture in/out of their apartments must treat such moves as a large item delivery. All the above rules for large item delivery apply.

COMMON AREAS

The common areas of the building are comprised of the hallways, elevators, stairwells, laundry rooms, compactor rooms and commercial and residential lobbies.

The public halls and stairways are not to be obstructed or used for any purpose other than to enter and exit the apartments or the commercial offices. No litter or personal items shall be placed, left, or stored in the hallways, on the stairs, or stairway landings, or fire escapes. Shopping carts, bicycles, scooters, roller blades, skate boards or other recreational equipment, baby carriages, etc. must be kept inside the apartment. Any article left in the hall, common areas, or outside on the building grounds will be treated as abandoned property, and will be removed and discarded.

BUILDING SECURITY/RESIDENTS' SAFETY

1. Residents should not open the building access doors directly or via intercom to anyone they do not recognize as a resident or expected visitor. Any suspicious activity in the building, its perimeter, or the parking lot, should be reported immediately.
2. Building keys are non-reproducible and only available through the Managing Agent or Superintendent at the current retail cost. No one other than the present legal resident(s) of this building should have keys to access the building with the possible exception of a family member or a non-resident shareholder. For everyone's safety, discretion should be used in the matter of distributing keys to others.
3. No vandalism to the common areas or to external building property by residents, guests or visitors will be tolerated. The cost of any damage done will be charged to the shareholder who committed the damage or whom the guest or visitor was visiting.
4. The use of illegal drugs in and around the building will result in immediate eviction proceedings and possible further legal action.
5. Anyone witnessing any such act should inform the Managing Agent or the Board in writing and, when necessary, file a police report.

PERSONAL BEHAVIOR

Attire – In keeping with the residential and commercial nature of the building, residents and their guests are expected to use proper cover-ups, shirts and footwear when using the public areas (hallways, elevators, stairwells, lobbies, laundry rooms)

Smoking – Smoking is not permitted in front of the building or anywhere in the common areas inside the building, i.e. lobbies, elevators, hallways, stairwells, laundry rooms, etc. in accordance with State Law. In addition, smoking is not permitted within 50 feet of either entrance to the building.

Playing/Loitering – Playing is not permitted in any public areas: halls, stairwells, parking garage, elevators, or lobby. Loitering, extended socializing, or working/studying in any common area is NOT permitted.

DECORATING

The lobbies, elevators, hallways, and exterior doors of the building may not be decorated or furnished by any resident without the prior written consent of the Board.

WELCOME MATS

Welcome mats in front of apartment entrance doors are prohibited because they pose a tripping hazard for people using the hallways. Co-op staff will remove mats each time the halls are vacuumed or cleaned.

COMMUNICATIONS

1. Canvassing, soliciting, or peddling in the building is prohibited without prior written consent of the Board.
2. No advertising materials or flyers may be distributed in the building except that which has been delivered by the Post Office. No one is allowed to distribute flyers or solicitations under resident doors without prior approval of the Managing Agent or the Board.
3. Political campaign materials – signs, posters, bumper stickers, etc. - may not be posted inside the building, in windows, or anywhere on the building property.
4. Bulletin boards are located in the residential lobby, on the left hand side the mailbox area, These are for use by the Managing Agent, the Board, the building committees and building staff ONLY. No one will be allowed to post personal notices on these bulletin boards without the prior written consent of the Board.
5. The bulletin board on the right hand side of the mailbox area is available for residents to post personal notices such as “for sale” or “lost and found” items. Any posted notice must have the name and contact information of the person posting the notice. Non-resident postings are not permitted.
6. Posting personal information or newspaper clippings about other residents anywhere in the building is not permitted.
7. Residents may not remove or alter notices posted by the Board.

LAUNDRY ROOM

1. Use of the laundry facilities by non-residents is NOT permitted.
2. Laundry machines operate only between 6am – 11pm. Information on the proper use of the laundry equipment is posted on the machines and on the wall in each room.
3. It is important to attend to laundry promptly after the washing or drying cycle is done. If laundry is left in the machine longer than 15 minutes after a cycle ends, the clothes may be removed and transferred into the laundry cart by the resident waiting to use the machine. The Corporation will not be responsible for lost or damaged articles.
4. The laundry equipment may not be abused , tampered with or removed from the laundry room in any manner.
5. Residents are responsible for leaving the laundry room and its associated equipment clean and leaving the rolling laundry cart in the laundry room. Residents are expected to clean detergent spills and the lint filter after using the dryer.
6. Rolling laundry carts should not be taken outside of the laundry room or used as dollies or carts to transport personal items to and from apartments, cars, or storage lockers.
7. Service problems should be reported directly to the machine vendor. Information on how to contact the vendor is available in each laundry room.

BUILDING GROUNDS

1. In addition to vandalism and illegal activity noted above, there is no playing allowed in the parking garage.
2. Birds or wild animals may not be fed on any portion of the premises.

OTHER AREAS OF THE BUILDING

EQUIPMENT ROOMS, OPERATIONAL ROOMS AND ROOF ACCESS

The building's equipment and operational rooms are off-limits to anyone other than building staff, management, or Board members, and may not be obstructed or tampered with in any manner. No one is permitted on the roof except for the Superintendent, Porter, Managing Agent, Board member or qualified repairman. The access doors to the roof are protected by an alarm system and therefore must be kept closed at all times.

WASTE DISPOSAL AND RECYCLING

The building and all residents are required to maintain sanitary conditions and comply with disposal and recycling laws. The following rules, based on NYC recycling regulations, shall be observed with respect to the compactor room and refuse. Please refer to recycling guidelines posted in the compactor room.

All debris should be completely drip-free when carried into the compactor room or to the dumpster. Any resident who causes damage or soiled conditions to the hallway or compactor chute area is responsible for the cost of any necessary cleanup including the cost of professional cleaning.

ITEMS TO DISPOSE THROUGH COMPACTOR CHUTE

- ³⁵₁₇ Small plastic bags of household refuse, securely tied.
- ³⁵₁₇ Wet debris securely wrapped or bagged in drip-free small-sized bags to fit easily into compactor chute.
- ³⁵₁₇ Vacuum cleaner bags, dust, dirt, etc. and diapers should be securely wrapped in a tied bag before placing in the compactor chute.
- ³⁵₁₇ Waxed milk or juice cartons, and soiled plastic containers.
- ³⁵₁₇ Folded soiled pizza cartons.

ITEMS FORBIDDEN IN COMPACTOR CHUTE

- ³⁵₁₇ Large plastic wrappings, drop cloths or covers.
- ³⁵₁₇ Styrofoam
- ³⁵₁₇ Oil soaked rags or flammable materials.
- ³⁵₁₇ Empty paint or aerosol cans.
- ³⁵₁₇ Any other flammable, explosive, or highly combustible substances.
- ³⁵₁₇ Lighted cigarettes or cigar stubs.
- ³⁵₁₇ Pet hygiene debris, cat litter, etc.
- ³⁵₁₇ Sticks, wood and other solid matter (see disposal through dumpster, below).
- ³⁵₁₇ Sharp objects (metal lids, needles, broken glass, knives, razor blades). These are a safety hazard to the employees.
- ³⁵₁₇ Recyclable paper, glass, plastic or metal containers – these must be disposed of using recycling bins.

DO NOT LEAVE THE FOLLOWING ITEMS IN COMPACTOR ROOMS

- ³⁵₁₇ Food, leftover grocery items – these must be wrapped and disposed of in the chute or dumpster.
- ³⁵₁₇ TVs, computers, printers, and electronics – these must be taken to the basement trash room and placed on the right side of the outside door.
- ³⁵₁₇ Items with sharp edges (broken glass, mirrors, knives) – these must be securely wrapped, marked and disposed of in the basement trash room.
- ³⁵₁₇ Empty containers which held hazardous materials (pesticides, solvents) – these need to be disposed of properly.
- ³⁵₁₇ Clothes hangers (wire or plastic) – these need to be disposed of in the basement trash room.
- ³⁵₁₇ Light bulbs – these must be securely wrapped and disposed of in the basement trash room.
- ³⁵₁₇ Items that are not recyclable (see "Items Forbidden in Red/Blue Bins" sections below for a list of all Non-Recyclable items not allowed in the compactor room).

- ³⁵
¹⁷ Used cooking oils and drippings. (Small amounts should be absorbed with paper towels and included in household refuse. Large amounts should be securely wrapped in plastic bag or stored in tightly closed bottle and placed in the bins in the basement trash room.)

DESIGNATED RECYCLING BINS IN THE COMPACTOR ROOMS

There are posted notices for separation of recyclables in the compactor rooms which clearly indicate what materials go into the two recycling bins. Please read them carefully and follow the posted rules. Violations are subject to fine.

ITEMS TO DISPOSE in bins located in basement trash room

- ³⁵
¹⁷ Large bags of garbage that don't fit in the compactor chute.
- ³⁵
¹⁷ Solid materials, crates (should be properly cut and broken down), sticks of wood or other solid matter (other than construction material).
- ³⁵
¹⁷ Small household objects such as can openers or coffee grinders.
- ³⁵
¹⁷ Paint cans with contents properly solidified. To solidify the paint, mix it with kitty litter or another absorbent pellet material (such as Speedy-Dri) until no liquid remains.

ITEMS FORBIDDEN in basement Trash Room

- ³⁵
¹⁷ Demolition materials, construction/renovation debris, tile fragments, plasterboard, etc., carpet and padding – these materials must be removed and disposed of by shareholder at their own expense.
- ³⁵
¹⁷ Furniture, mattresses, bathroom fixtures – place on front curbside on designated night for pick up.
- ³⁵
¹⁷ Large appliances – place at curbside on designated night for pick up.

CURBSIDE DISPOSAL

Dispose the following items at front curbside on designated night after 4pm only. Please consult building staff with any questions.

- ³⁵
¹⁷ Appliances (Freon must be professionally extracted from refrigerators and air conditioners with attached certificate verifying removal and refrigerators must have doors removed).
- ³⁵
¹⁷ Furniture, mattresses and box springs.
- ³⁵
¹⁷ Bathroom fixtures and household items.
- ³⁵
¹⁷ Small pieces of carpet, rolled and tied, 3 ft. wide maximum.
- ³⁵
¹⁷ Christmas trees and wreaths (without tinsel, ornaments and lights) need to be wrapped in a plastic bag and carried to curbside through the rear entrance door **ONLY** for pick up every day during the month of January. Remove the tree from the plastic bag at curbside. If the Christmas tree or wreath is carried to curbside through either lobby entrance, an administrative charge will be imposed (see schedule).

ITEMS NOT ALLOWED IN CURBSIDE DISPOSAL

- ³⁵
¹⁷ TVs, computers, printers and other electronics.
- ³⁵
¹⁷ Construction debris and other renovation materials.
- ³⁵
¹⁷ Paints, oils or liquids of any kind.
- ³⁵
¹⁷ Any hazardous materials.

Parking Garage Availability and Rules

1. Residents can sign up for parking spaces with the management agency.
2. Spaces are allocated on a first come first served basis.
3. The management company maintains a log of assignments as spaces become available
4. Any resident can request access to the log and/or request status of their request for a parking space
5. Only a shareholder who owns a vehicle is allowed to lease a parking space
6. A shareholder will be allowed to lease one parking space only
7. A shareholder must register with the management agency the vehicle information including proof of ownership, make, model and plate numbers
8. A parking space will be assigned only to vehicles registered with the management agency and no other vehicles will be allowed to park in the space
9. If a shareholder sublet or sell the apartment, the parking space lease will be terminated and will be available for the next inquiry on the waiting list log.
10. No storage of any items will be allowed in the garage.
11. When awarded a spot, residents must sign a contract which include additional rules and regulations. A copy of the contract is available from the management company.
12. There is a monthly charge for parking space that is subject to change at the discretion of the board.

Bike Room Availability and Rules

1. Residents can sign up for Bike room spaces with the management agency.
2. Spaces are allocated on a first come first served basis.
3. The management company maintains a log of assignments as spaces become available
4. Any resident can request access to the log and/or request status of their request for a bike space
5. When awarded a spot, residents must sign a contract which include additional rules and regulations. A copy of the contract is available from the management company.
6. There is a monthly charge for parking space that is subject to change at the discretion of the board.