



The Clinton Hill House Rules

Living in a multi-unit complex requires certain rules to insure the safety, comfort and quiet enjoyment for all residents. The purpose of the House Rules is to define a standard level of behavior that will assure a reasonable level of comfort for all residents.

These House Rules were promulgated over many years and are amended from time to time. They incorporate suggestions from our residents as well as general rules that are required in most multiple dwelling developments.

All residents and their guests are expected to abide by the House Rules. Through full cooperation we can assure a comfortable, safe, and enjoyable environment for all within the Clinton Hill Apartment Owners community.



North Campus



South Campus

Clinton Hill Apartment Owners Corporation is a residential cooperative development covering two campuses [North and South]. There are 12 buildings containing 1221 apartments in total.

Revised Feb.23.2004

CLINTON HILL APTS. OWNERS CORP.
HOUSE RULES

2004.02.32revised

The House Rules which are part of the proprietary lease are printed below and are binding on all residents and shareholders of the building.

1. The building public/common areas, including, but not limited to, the hallways, entranceways, elevators, stairwells, lobbies and vestibules shall not be obstructed or used for any purpose other than ingress to, and egress from, the apartments in the building. Shareholders, residents and/or their respective guests are prohibited from playing or loitering in public/common areas and may not sit or loiter on the steps or in the immediate area in front of any entranceway to the building.
2. Roof access is strictly prohibited. No one shall be permitted on the roof at any time. All roof landings and doors are alarmed and connected to the security kiosk.
3. No public hall or common area of the building may be decorated or furnished by anyone in any manner. Outside door rugs and mats are prohibited. No writings, drawings, spray paintings, or markings or postings of any kind shall be permitted or placed or caused to be placed in any public/common areas of the building (including hallways, stairwells, lobbies and court yard or any public areas). Shareholders and all tenants/residents must report all graffiti and vandalism to management or maintenance immediately to the management office.
4. A resident bulletin board will be made available in the lobby of the buildings for use by shareholders and all tenants/residents to display appropriate material for communication to fellow residents. Inappropriate postings will be removed.
5. The courtyards of Corporation are only open from 6:00 a.m. to 10:00 p.m. daily, and may not be used at any other time except for use by shareholders and all tenants/residents and their respective guests as a means of ingress to, and egress from the buildings.
6. The lessee may be required to submit a duplicate set of his/her apartment keys to the superintendent. Pursuant to the proprietary lease, building personnel have a legal right to force entry into the apartment in the event of an emergency and the lessee is obligated to reimburse the lessor for any costs it incurs in forcing entry.
7. No velocipedes, bicycles, scooters, roller blades, skates, skateboards, baby carriages or similar vehicles shall be allowed to stand in the public halls, passageways, areas or courtyards of the building. Riding velocipedes, bicycles, scooters, roller blades, skates, skateboards, or similar vehicles as well

as ball playing in public halls, passageway areas or courtyards of the building is strictly prohibited

8. Walking, loitering or playing on any of the grass located in or around the buildings is strictly prohibited.
9. No bird or animal shall be permitted in the building, unless the same in each instance be expressly permitted in writing by the Board of Directors of the Corporation. In any event, permission to keep or harbor any bird or animal shall be revocable by the Board. In no event shall any dog be permitted on elevators or in any of the public portions of the building unless on same in on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building. No animal shall be allowed on the roof or in the storage room of the building. All owners of any pets must observe all applicable laws relating to same and must clean up after their respective pets. No dog walking on grass.
10. Smoking is not permitted in the public areas inside of the building including, but not limited to the vestibules, lobby, hallways, elevators, stairwells, and laundry rooms.
11. No articles shall be placed in the halls or on the staircase landings [including bikes and baby carriages and shoes] nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building, including but not limited to flags banners, aerials, satellite dishes, antennas, etc. No one shall hang sheets, posters, or other inappropriate or objectionable materials from the apartment windows. The Lessee shall keep the windows of the apartment clean. In case of refusal, neglect of the Lessee during 10 days after notice in writing from the Lessor to clean the windows, such cleaning may be done by the Lessor which shall have right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the costs of such cleaning to the Lessee.
12. No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved in writing by the Board or the Managing Agent, nor shall anything be projected out of any window of the building without similar written approval. All approvals are revocable at will. All air-conditioners must be installed in accordance with New York City building code and Corporation requirements and the shareholder/resident of each apartment shall be strictly liable for anything relating to said air-conditioner.
13. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Board or the Managing Agent.

14. The laundry facilities are to be used only by shareholders and residents and only upon such days and during such hours as may be designated by the Board. Such use is at the user's sole cost, risk and expense. The last wash must begin not less than one (1) hour before posted laundry room closing time. Residents shall use the available laundry facilities only upon such days and during such hours as may be designated by the Board.
15. The Board shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes and remove the personal property stored therein.
16. The parking facilities at the buildings are by permit only as approved by the Board and only upon such days and during such hours as may be designated by the Board and approvable shall be revocable at any time. Only approved vehicles may use the parking facilities. Anyone with parking lot privileges shall abide by all parking lot policies, as amended from time to time. No vehicle belonging to a resident or to a member of the family or guest, subtenant or employee of a resident shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.
17. Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the Board or managing agent may direct. The following rules shall also be observed with respect to proper garbage disposal and recycling:
 - (i) All garbage and refuse shall be sorted, separated and disposed in such a manner as provided by law and in accordance with the rules of the Corporation regarding same. Trash placed in the compactor chute must be inserted completely. Please check to assure that trash does not remain stuck in the mouth of the chute.
 - (ii) In the event the shareholders, residents and their respective guests fail to comply with applicable law or the rules of the Corporation, the Corporation reserves the right, where permitted by law, to refuse to collect and/or accept any waste products, garbage, refuse or trash from same and may, at the Corporation's sole option but at the shareholder or resident's sole cost and expense, require the shareholder or resident to arrange for such collection, using a contractor satisfactory to Board. The removal of bulk items are the responsibility of the shareholder and/or resident and may not be placed with the Corporation's refuse and must be removed or caused to be removed, only during hours posted for such removal, by the shareholder or resident at its sole cost and expense and by such licensed companies as authorized by the Corporation.

- (iii) Resident further agrees that he or she shall pay all costs, expenses, fines, penalties, or damages imposed by or to Corporation by reason of any failure to abide or comply with subparagraphs (i) and (ii) above, and shall indemnify, defend and hold the Corporation harmless from and against any action, claims and suits arising from such used or non-compliance.
- 18. All shareholders and residents shall maintain operational smoke detectors and carbon monoxide detectors in the apartment as required by applicable law together with all required fire-safety notices. If children under the age of 10 years of age live or reside in any unit, you must install and maintain all required window guards.
- 19. No washing machine and/or dryer shall be permitted at any time in any apartment.
- 20. No resident shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other residents. No resident shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or radio or television loudspeaker in such resident's apartment between the hours of 11 p.m. and the following 8 a.m. at a volume that will disturb or annoy other occupants of the building. No construction or repair work or other installations involving noise shall be conducted in any apartment except on weekdays between the hours of 9 a.m. and 6 p.m. and on weekends and legal holidays between the hours of 11 a.m. and 6 p.m.
- 21. The floors of each apartment must be covered with rugs or carpeting or equally effective noise reducing material, to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, closets and foyer.
- 22. No group tour, public house or exhibition shall be conducted. No auction sale or open house shall be held in any apartment without consent of the Board or managing agent.
- 23. No cooking is permitted on any common area, public space, terrace or balcony of the building. No one shall keep or maintain a barbeque or any other cooking device on the terrace or balcony of the building. Open flames or use or store propane tanks on any balcony or terrace is prohibited.
- 24. The Corporation or its authorized employees and/or agents may enter any apartment with or without notice and at any reasonable hour during to make all necessary repairs, for emergencies or for inspecting such apartment. The Corporation or its authorized employees and/or agents may take measures to control or exterminate pests or to effectuate emergency repairs or correct

unsafe or unsanitary conditions without notice; the cost thereof may be the responsibility of the resident.

25. Shareholders and/or residents shall permit the Corporation or its authorized employees and/or agents to enter the apartment at any reasonable hour to perform any building until work is completed.
26. No structural alteration shall be taken prior to the execution of an Alteration Agreement by the lessee and the lessor and the lessee's compliance with its terms. Shareholders and/or residents are required to submit to the managing agent an application, at their sole cost, for approval to perform any major renovation and/or alterations of a structural nature and must receive written authorization for said work and simultaneously enter into an alteration agreement, on terms acceptable to the Corporation, for said work. Any contractor or workman used must be licensed and must furnish to the Corporation all certificates of insurance and licenses as required by the Board and must comply with all requirements of the alteration agreement. No renovation, alteration or repairs may be done without prior approval of Board.
27. All move-in and move-out move-in/out in accordance with designated move-in/move-out times and procedures. A Move in/out pass is required and may be obtained from the Managing Agent. Move ins/out is limited to Wednesdays from 9AM to 5PM. Saturdays from 12 noon to 4PM and the first day of the month [except Sundays] from 9AM to 5PM.
28. It is only permissible to move into and out of the building in accordance with designated move-in/move-out times and procedures and only on Wednesdays from 9:00 a.m. to 5:00 p.m., on Saturdays from 12:00 p.m. to 4:00 p.m., and on the first day of any month from 9:00 a.m. to 5:00 p.m.. If the first day of the month is a Sunday, no move ins/outs shall be allowed. If the first days of the month is a Saturday, all move ins/outs shall be from 12:00 p.m. to 4:00 p.m. No move into or out of the building will be allowed unless it is scheduled five (5) days in advance with the managing agent. The managing agent of the building or a building staff member will oversee all moves to help expedite the move, insure minimal disruption to other residents and to ascertain if any damage occurred to the premises as a result of the move. The individual moving into or out of the building shall make all repairs to the apartment and to any other part of the building which occur as the result of the move. All such repair restorations and replacements shall be in quality and class equal to the original work or installations. If the lessee fails to proceed to make such repairs, restorations or improvements within the time proscribed by the Corporation, the repairs, restorations or improvements may be made by the Corporation at the expense of the lessee. The Board may require a deposit and/ or fee for all move-ins and move outs.

29. No Resident shall install any plantings on the terrace/ balcony without the prior written approval of the Managing Agent. It shall be the responsibility of the Resident to maintain the balcony in good condition, free and clear of any and all debris and shall keep the drainage tiles and weep holes in operating condition and to provide access to management or designee to check and/or repair same.
30. In the event the building receives a violation or fine as a result of the breach or failure to comply with these house rules, the proprietary lease or by-laws of the Corporation, or by any action or inaction of any lessee or the failure of a lessee to comply with local, state or federal rules, regulations or laws, the cost (including reasonable attorneys fees) of such fines or removing such violations shall be borne by the lessee. Any breach of these house rules shall also constitute a breach of the Corporation's Proprietary Lease and By-Laws and the shareholders, residents and tenants further agree that they shall be liable for any and all costs, fees, expenses, fines, penalties, and/or damages relating to same.
31. Complaints regarding the services of the building or violations of the House Rules shall be made in writing to the Managing Agent or to a Board member.
32. Any consent or approval given under these House Rules by the Lessor shall be revocable by the Board at any time.
33. The term "residents" or "tenant" is intended to include shareholders, lessee/shareholders, lessees, and sublessees who reside in the building pursuant to subleases approved by the Board in accordance with proprietary lease. In addition, guests, subtenants, and occupants of a lessee (whether or not approved by the lessor in accordance with the proprietary lease) shall be subject to and abide by the House Rules and proprietary lease. A violation of the proprietary lease or House Rules by such occupants, subtenant or guests shall be deemed a violation of the proprietary lease or House Rules as applicable, by the shareholder whose apartment is occupied, subleased, or is visited by such occupant or guest, as applicable. All references to term "lessor" or "corporation" shall mean Clinton Hill Apts. Owners Corp., its officers, the Board of Directors, the Managing Agent or any authorized agent. These terms are used interchangeably throughout.
34. The House Rules may be added to, amended or repealed at any time by the Board.