



**110-150 DRAPER OWNERS CORP.**  
*110-150 Draper Lane, Dobbs Ferry, NY 10522*

**HOUSE RULES AND REGULATIONS**

**110-150 Draper Owners Corporation**

Revision #12, April 2015

FORWARD

The development and preservation of a high quality of co-operative living and peace of mind for all shareholders and tenants requires reasonable rules, regulations and restrictions. Many of these rules and restrictions are contained in the Proprietary Lease and/or Offering Plan.

The Rules and Regulations Committee is made up of the current Board of Directors, which includes shareholders; the Corporation legal counsel: Brandon Sall, Esq.; and the Managing Agent. Any suggestions for changes or additions to any of these rules and regulations should be made to any current Board member, the Managing Agent, or Brandon Sall, Esq., in writing.

In the event that any of these rules or regulations are breached, the Board of Directors may use written notice, administrative fees or any reasonable method at their sole discretion.

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**1) NO-SOLICIT** In accordance with the Bylaws and Offering Plan, 110-150 Draper Owners Corporation has a strict non-solicitation policy. Keeping our homes safe and secure is the responsibility and obligation of all residents.

**2) NON-SMOKING POLICY** As of September 1, 2012, The Board of Directors of 110-150 Draper Owners Corp., (hereinafter referred to as the “Corporation”), implemented and established a Smoking Policy – House Rule, (“Policy”), that specifically applies to all prospective residents and Shareholders of the Corporation, and requires that current Shareholders and residents refrain from smoking in the designated common areas of the complex, as set forth below.

The rationale and purpose for the implementation and establishment of this Policy is to highlight the Corporation’s serious concerns for the health and safety of the cooperative community due to the known adverse health effects of secondhand smoke and increased risk of fire. **In accordance with the foregoing, effective September 1, 2012, all new Shareholders purchasing apartments and prospective residents will be required to certify in writing as a condition to purchase or occupy that they and all other proposed residents of the apartment are non-smokers and that they acknowledge that smoking is strictly prohibited in any area of the cooperative buildings, both apartments and common areas, whether enclosed or outdoors. This Policy applies to all shareholders, residents, subtenants, roommates, guests, invitees, employees, contractors, care givers and service personnel, including members of their immediate family, (hereinafter collectively referred to as the “Resident”).**

Accordingly, the Corporation reserves all of its rights and remedies to deny or reject any application for the purchase, subleasing or occupancy of a cooperative apartment based upon the application of the Resident and/or a member of their immediate family being a smoker and/or refusing to sign the no smoking certification. In addition, the Corporation will seek to rescind and repeal any prior approval in the event it is determined that the non-smoking certification was false. The failure and/or refusal to act in compliance with this Policy shall constitute a material defect and substantial breach under the Proprietary lease.

The term “smoking” means inhaling, exhaling, breathing, or carrying a lighted cigar, cigarette, pipe or other tobacco product or a similarly lighted product in any manner or in any form. Current Shareholders residing in the building pursuant to an existing Proprietary Lease will not be immediately subject to the Policy in their respective apartments. However, they will be prohibited from smoking in any of the above-referenced common areas of the buildings, including but not limited to all common areas such as the lobby, hallways, corridors, stairwells, rooftops and courtyards,

if any. Moreover, second hand smoke can also cause or create a noxious offensive odor condition, besides adversely affecting your health. Accordingly, the Corporation reserves all of its rights and remedies to require that any current smoker make reasonable efforts to contain such smoke and/or odor and/or otherwise prevent the second hand smoke and odors entering into other apartments and/or the common areas of the building. These reasonable efforts include but are not limited to obtaining the cooperation of the Resident and/or demanding compliance to reduce the level of smoke or rooms in which smoking occurs; installation of fans inside an apartment, application of weather stripping, performing remedial work to close building gaps or cavities to prevent the infiltration or penetration of smoke into apartments, such as via plumbing chases or electrical fixtures. It is hoped that as current Shareholders or Residents you implement healthy life styles or move out; the smoke-free living environment will become effective throughout the entire complex.

Please note that the Corporation's adoption of a smoke-free living environment and the efforts to designate the buildings as smoke-free does not make the Corporation, its Board of Directors, or Managing Agent, the guarantor or insurer of Shareholder/Residents(s)' health or of the smoke/odor free condition of the premises and the common areas. Furthermore, the inability or failure by the Corporation to effectively enforce the Policy and/or respond to a complaint filed regarding smoke or odors shall not be construed as a breach of the warranty of habitability or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction.

**NO SMOKING IN THE APARTMENT:** Smoking is prohibited in any common area of the buildings; additionally, outdoor smoking is prohibited within twenty (20') feet of any entry to any building. The Corporation has designated any apartment that is purchased or sublet after the effective date of the Policy, as a smoke free apartment, and the prospective Resident must represent that he/she will adhere to and comply with this Policy and will not smoke or allow smoking in the apartment. The prospective Residents will be required to acknowledge as a condition of purchasing that the prohibition on smoking is fair and reasonable, as well as a substantial obligation of the Proprietary Lease. The prospective Residents further acknowledge that the designation of this apartment as a smoke free apartment does not mean that all other residents of the building are similarly restricted. Accordingly, the failure and/or refusal to act in compliance with this Policy shall constitute a material defect and substantial breach under the Proprietary lease and the Corporation reserves all of its rights and remedies to terminate either or both the Proprietary Lease and/or sublease for a violation of this Policy.

In accordance with the foregoing, the Board of Directors has approved the enactment and implementation of the Smoking Policy – House Rules of the Corporation, to be effective September 1, 2012.

### 3) PUBLIC AREAS

**3.1 Public halls & stairways:** The public halls and stairways of the buildings shall not be obstructed or used for any purpose other than entrance to and exit from the apartments in the building, and the fire escapes shall not be obstructed in any way.

**3.2 Playing in public areas:** Children shall not play in the public halls, courts, stairways, fire escapes or elevators. No person is allowed on the roof of any building at any time unless authorized by the Managing Agent and/or the Board of Directors, and only for proper business purposes. Roof doors shall be kept locked and alarmed at all times.

**3.3 Decorating public areas:** No public hall of the building shall be decorated or furnished by any resident in any manner without the prior consent and approval by the Board of Directors.

**3.4 Advertisements and notices** shall be posted ONLY on the bulletin boards adjacent to the mailboxes. All notices posted elsewhere (i.e., in elevators) will be removed. Advertisements and notices shall be 8 1/2 x 11 or smaller.

**3.5 Standing items:** No bicycles, shopping carts, scooters, baby carriages or similar vehicles shall be permitted to stand in the public halls, passageways, staircase landings, fire escapes, lobby areas or entrances to the buildings.

**3.6 Bicycle racks** are provided in the laundry rooms.

**3.7 No smoking in public areas:** No smoking in elevators, public hallways, storage rooms and stairwells.

**3.8 Antennas:** No radio or television aerial shall be attached to or hung from the exterior of the building without the prior written approval of the Corporation or Managing Agent.

**3.9 Common areas** are to be kept free of rubbish, debris, and other unsightly or hazardous materials. Any question regarding method of disposal shall be addressed to the Superintendent.

**3.10 Doormats** are not permitted in public hallways.

**3.11 Messengers and tradespersons** shall use such means of entrance and exit as shall be designated by the Corporation.

**3.12 Deliveries:** Deliveries of large goods (furniture, equipment) must be made through the rear entrances during the hours of 8 a.m. to 5 p.m. Monday through Friday. Exceptions are at the discretion of the Building Superintendent. *Prior arrangements must be made with the Super to protect the elevator.*

**3.13 Plants in the window wells** of the common hallways must not obstruct the radiators at any time of year. Plants over 20 lbs. must be on rolling saucers for easy movement. All plants must have saucers under them to protect the carpet. No plant may be placed directly on the carpet. Window wells of the common hallways may not be used for storage of plant supplies such as, but not limited to: planting soil, plant pots, saucers, stands.

#### **4) MAILBOXES**

**4.1 Mailbox Responsibility:** Mailbox keys and lock are the responsibility of the shareholder.

**4.2 When the mailbox lock** must be replaced, contact a locksmith or the building Super. There is a fee for the Super to replacement the lock.

**4.3 Mailbox nametags** are provided by the Management company. Contact the property manager for the appropriate form.

#### **5) LAUNDRY ROOMS**

**Laundry Room hours are 7 a.m. through 11 p.m., every day.** Timers control the machines. Laundry cannot be left overnight. It is expected that residents maintain a clean laundry room and observe any laundry regulations that might be posted.

#### **6) STORAGE ROOMS**

**6.1 Flammable or hazardous materials,** including, but not limited to paint, mattresses, tires, etc. are not permitted in the storage rooms. Nothing may be kept in storage rooms that would increase the Co-operative's insurance premiums above the normal residential rates, or result in the possible cancellation of the insurance policy. The Board of Directors has the right to instruct the Managing Agent to discard any stored materials deemed to be dangerous. Shareholder is responsible for purchasing and maintaining all risk insurance on the contents of the storage bin, including fire and extended coverage in the amount equal to or greater than the value of the contents of the bin.



**6.2 Inspections of storage rooms:** All articles must be properly boxed and/or labeled with name and apartment number of owner. Periodic inspections will take place. Articles or cartons without labels will be discarded, after a public notice has been posted as to when inspection and cleanup will take place.

**6.3 Containment:** All articles must be in a storage bin. Anything outside a bin will be removed by the Super.

**6.4 Storage Bins revert back to the corporation** when a shareholder sells his/her apartment.

The bins may not be promised verbally or in a written form or in a Contract of Sale. They may not be used in real estate advertising. These bins are not transferable to new shareholders purchasing apartments without express written permission from the Board of Directors.

**6.5 Use of storage bin:** If a storage bin is not used within 90 days of signing the Storage Bin Lease, the deposit will be returned and the bin will be assigned to the next person on the waiting list.

**6.6 Switching to another bin:** it is possible to switch to a bin in the building of residence when availability arises.

**6.7 There is a limit of three (3) bins per shareholder.** Preference will be given to shareholders without a bin.

**6.8 The official Storage bin waiting list** is maintained by the Board President and Treasurer. Requests for a storage bin must be made in writing to the Board of Directors.

## 7) TRASH ROOMS

**7.1 Chutes:** All garbage must be deposited in chutes.

**7.2 Recycling:** Paper, cardboard, bottles and cans should be deposited in marked bins. All local environmental disposal rules and regulations posted on the door or inside the incinerator room must be followed.

**7.3 Construction material** must be removed by the contractor.

**7.4 Heavy and large items** (furniture, appliances, etc.) must be brought to the basement-level garbage room or put outside by the boiler room by the resident.

**7.5 Additional costs:** If any additional refuse removal costs are incurred, the resident will pay these costs.

**7.6 Common areas** are to be kept free of rubbish, debris, and other unsightly or hazardous materials. Any question regarding method of disposal shall be addressed to the Superintendent.

## 8) PETS

**8.1** In accordance with the offering plan and/or proprietary lease, **two cats** per apartment are permitted.

**8.2** Should the Board of Directors approve any other pet in writing, the pet shall be kept appropriately, be clean and odor free at all times. All waste from pet shall be disposed of appropriately.

### ***8.3 DOGS & EXOTIC ANIMALS ARE NOT PERMITTED TO LIVE IN RESIDENCE AT 110-150 DRAPER LANE***

**Any variance of this rule must be approved in writing by the Board of Directors at least 72 hours prior to the arrival of the pet. Guidelines are outlined below, and may be changed at any time. Contact the Property Manager for the most up to date policy.**

**8.4 Visitation:** Pets may visit for the day.

Residents and/or the pet owner must clean up after the pet.

**8.5 Overnight** stays must be approved 72 hours in advance by the Board of Directors in writing. **Extended stays** are only permitted in extreme special circumstances and require advance approval by the Board of Directors in writing, either written or email.

**8.6** Visiting pets are not allowed to disturb other residents.

**8.7. All pet waste** discarded by a pet on the property must be picked up by the pet owner in accordance with Village of Dobbs Ferry laws. Visiting pets must be kept off the front lawns of 110-150 Draper Lane.

**8.8 All common areas**, such as but not limited to elevators, hallways, must be kept clean. Residents are responsible for any cleanup from the visiting pet.

**8.9 Harboring an animal:** No bird or animal shall be kept or harbored in the building unless the Corporation expressly permits the same in each instance in writing; such permission shall be revocable by the Corporation.

**8.10 Feeding wild animals:** No birds or wild animals shall be fed from the windowsills, terraces, or other public portions of the building, or on the sidewalks, lawns or street adjacent to the building and/or terraces.

**8.11 Pet Nuisances:** Residents shall not allow their pets to cause or create a nuisance or unreasonable disturbance to the comfort, peace, or repose of any person in the vicinity by continued or frequent noise.

**8.12 Responsibility:** Pet owners will be liable for the actions of their pets.

## 9) PARKING

**9.1 Permanent stickers:** Each shareholder/tenant will be issued up to three stickers for current family members and cars in their possession.

**9.2 Registration:** Each applicant will need to show a current registration before being issued a sticker. Only **valid** residents will be issued stickers.

**9.3 Visitor Identification cards:** Two will be issued to each shareholder/tenant. Each card will have room for the name of shareholder/tenant and apartment number. Cards will be valid for no more than 12 hours of parking in one space.

**9.4 Towing:** Commercial vehicles, vehicles with expired registration or inspection stickers will be towed at the owner's expense.

**9.5 Where to park:** Vehicles must park within designated spaces. Handicap parking is set aside for cars properly identified. All others parked in these areas will be subject to fines and towing. All fines and towing costs are at the owner's expense.

**9.6 Disabled vehicles** should not be left for more than 24 hours without notifying Superintendent.

**9.7 Access to building:** No vehicle belonging to a resident or to their family, guest, or employee shall block access to any entrances of the buildings.

**9.8 Fire zones:** Parking in any designated fire zone is not allowed. The Dobbs Ferry Police Department will ticket vehicles parked in fire zones. Vehicles that violate other rules will be towed at the owner's expense.

**10) TERRACES**

**10.1 Alterations:** Terraces and patios shall not be altered in any way, i.e., enlarged, enclosed, painted or covered by any awning without the consent, in writing, of the Board of Directors.

**10.2 Custom glass door:** If a shareholder wishes to install a custom glass door or any other custom door, a legal Alteration Agreement must be written.

**10.3 Laundry on terraces:** No laundry shall be hung or dried from windows, terraces or patios.

**10.4 Indoor/outdoor carpeting:** Due to potential moisture problems, indoor/outdoor carpeting or any other floor covering cannot be used on terraces or patios.

**10.5 Storage:** Terraces and patios cannot be used as utility/storage areas.

**10.6 Flower boxes** may only be secured to the inside of the railing.

**10.7 Hanging baskets:** Flower pots may be hung from sides and back walls in a tasteful manner. No pots or planters may be hung from partitions or piping.

**10.8 Flowering vines** may not be grown on the iron railings of any terrace. The iron railings may not be obstructed in any manner.

**10.9 Barbeque grills and other open flame cooking devices** are prohibited on balconies and decks in accordance with New York State Law. Barbeque grills and other open flame cooking devices are not permitted within ten (10) feet of the buildings. There is a barbeque area out back in our lawn.

**10.10 Awnings** may be installed on top floor terraces with written permission from the Board of Directors. Awnings must not exceed the square footage of the terrace, must match existing awnings in color, be retractable, not damage the building in any way, and be installed by a professional awning company.

**11) GARAGES**

**11.1 Motorized vehicles:** Garages shall only be used for the storage of automobiles or other motor vehicles such as motorcycles or gasoline powered scooters.

**11.2 Flammable or hazardous items,** or any other articles which could cause damage or increase insurance liability, are not permitted in garages.

**11.3 Garage Ownership:** Garages can only be leased by shareholders.

**11.4 Garage Sublet:** The Board of Directors must approve subletting a garage to another shareholder or tenant.

Please see the Garage Lease and Proprietary Lease for more information.

## 12) GENERAL POLICIES

### **12.1 CARPET REQUIREMENTS:**

***ALL APARTMENTS MUST BE CARPETED 80% OR MORE OF OPEN FLOOR SPACE. Rugs, carpeting, or equally effective noise reducing material must be used and installed within 30 calendar days of full time occupancy Carpet padding of ½" or thicker is required under all carpets and rugs.***

**12.2 Portable kerosene heaters** are not permitted in any apartments.

**12.3 Propane tanks** are not permitted in any apartments.

**12.4 Smoke detectors** must be installed and maintained in each apartment according to fire regulations.

**12.5 Carbon monoxide detectors** must be installed and maintained in each apartment according to Amanda's Law, New York State Executive Law Section 378, subdivision 5-a.

**12.6 Fire Extinguisher:** It is highly recommended that each apartment have a UL approved fire extinguisher in working order.

**12.7 Homeowners insurance:** All residents are required to have insurance as of January 1, 2015. Shareholders are required to have homeowners insurance. Tenants are required to have renters insurance.

**12.8 Repair & Cleanliness:** Each apartment resident shall keep his/her apartment in a good state of repair and cleanliness.

**12.9 Bathroom tile & grout:** It is the responsibility of the shareholder to maintain the tile and grouting in the bathroom(s) in such a manner that no water leaks into the apartment below or the common area of the building.

**12.10 Responsibility to Repair:** The Proprietary Lease determines which tasks are the responsibility of the Corporation and which tasks are the responsibility of the resident.

**12.11 Entering an Apartment:** The Managing Agent, Super, or any contractor authorized by such may enter any apartment 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 and for the purpose of taking such measures as may be necessary to control or exterminate any such pests.

The Managing Agent, Super, or any contractor authorized by such may enter any apartment in an emergency that could damage the buildings or cause harm to other residents. Every attempt will be made to contact the resident before entering the apartment. Failure to provide a key shall result in the Corporation billing the resident for all incurred costs associated with the emergency entry into the apartment.

**12.12 Safe electrical equipment:** All radio, television or other electrical equipment of any kind or nature installed or used in each apartment shall fully comply with all rules, regulations, requirements and recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction. The shareholder alone shall be liable for any damage or inquiry caused by this equipment in his/her apartment.

**12.13 Quiet time:** Residents shall not make any disturbing noises that will interfere with the rights, comfort or convenience of other residents. This includes, but is not limited to, musical instruments, radios, televisions, and stereos. These devices should be operated quietly between the hours of **11 p.m. to 7 a.m.**

**12.14 Actions/neglect:** No resident should have to suffer discomfort, inconvenience, embarrassment or expense as a result of a neighbor's actions or neglect. This includes, but isn't limited to disturbing noises and/or excessive odors of any kind emanating from the apartment into any common area of the buildings.

**12.15 Construction or repair work** or other installation involving noise shall be conducted only during weekdays, Monday through Friday between the hours of 8 a.m. and 5 p.m.

**12.16 Move-ins and Move-outs** must be conducted only during weekdays, Monday through Friday, between the hours of 8 a.m. and 5 p.m. The superintendent of 110-150 Draper Lane must be notified 5 days in advance, so that the elevators may be padded, and any scheduling conflicts may be resolved. If a move-in/out can only be accomplished outside of these hours, permission must be obtained from the 110-150 Draper Lane Superintendent, the Managing Agent and Board of Directors. There is a move-in/out fee. Contact the Managing Agent for the current fee and documentation.

**12.17 Conducting Business in Residential Building:** No portion of the property is to be used as a place of business by any resident without prior permission of the Board of Directors.

**12.18 Building insurance:** Nothing may be done or kept in any areas in the complex that would increase insurance premiums above the normal residential rates, or result in policy cancellation.

**12.19 Responsibility for damages:** All shareholders/tenants will be responsible for any damages incurred by themselves, families or guests.

**12.20 Tag sales** or auctions are not permitted without the permission of the Board of Directors.

**12.21 Garbage disposals are not permitted.**

### 13) AIR CONDITIONERS

**13.1** Air conditioners must be **mounted properly and securely** in the window. Temporary mounting of any kind is not permitted.

**13.2** Air conditioners **cannot block** the exit to the **fire escape**.

**13.3 Responsibility for Air Conditioners:** Shareholders are responsible for the air conditioning units in their apartments. If any damage is caused by the air conditioning unit, the shareholder is responsible for said damage.

**13.4 Heating season:** Air conditioners must be removed from the windows at the beginning of the heating season wherever possible. If an air conditioner is mounted in place, it must be covered on all sides to limit drafts. *The Corporation is not responsible for heat loss due to air conditioners remaining in place during the heating season.*

**14) WASHING MACHINES:**

**14.1 Washing machines** have been grandfathered since the formation of the Co-op.

14.2 If the apartment has a washing machine **at the time of purchase**, the shareholder may replace it as necessary.

14.3 When a washing machine is removed from an apartment and **not replaced by the time of sale**, then the new shareholder loses the right to a washing machine.

14.4 **Installation** of a washing machine in an apartment that did not have one at the time of sale/purchase is **not permitted**.

14.5 The **shareholder is responsible for all damages** incurred from use of the washing machine. The shareholder is responsible to ensure use of the washing machine does not impact other units. This includes, but is not limited to: noise, vibration, excessive soap suds, and installation of flow-check-valve in waste line.

**15) RENOVATIONS**

**15.1 Structural Alterations:** Apartment shareholders/tenants shall not make any structural additions, alterations or improvements to their apartment or to common areas without the consent, in writing, of the Board of Directors.

**15.2** Any structural work must have an architectural or engineering stamp.

**15.3 Forms to be completed:** Shareholder/Tenant must obtain a Capital Improvement Form from the Managing Agent. Once the Capital Improvement Form is completed, the managing Agent will present the form to the Board for approval. *Please refer to the current Capital Improvement Form/Alteration Agreement for current fees and procedures.*

**15.4 License & Insurance:** Contractor or resident must show proof of liability insurance with coverage of \$1 million before Board approval will be given. 110-150 Draper Owners Corp and the Managing Agent must be added as additional insured. Contractor must show proof of valid license and EPA lead paint certification.



**15.5 Construction noise:** Construction or repair work or other installation involving noise shall be conducted only during weekdays, Monday through Friday between the hours of 8 a.m. to 5 p.m. If such is to occur outside of these hours, permission must be obtained from the Managing Agent or the Board of Directors.

**15.6 Debris removal:** All debris must be removed from the premises by the shareholder or Contractor as per Section 7. Debris cannot be discarded into building dumpsters. Debris includes, but is not limited to: carpeting, padding, cabinetry, flooring, tile, cement, sinks, vanity, toilet, tub, light fixtures, etc.

**15.7** The Proprietary Lease determines which tasks are the responsibility of the Cooperative Corporation and which tasks are the responsibility of the resident.

## 16) COMMUNICATIONS

**16.1 Filing Complaints** regarding the service of apartments, residents, and/or violations of any rules should be made **in writing** to the Managing Agent. The Managing Agent will answer any written complaint as soon as possible.

**16.2 Maintenance request** forms are available outside the Superintendent's door, and on the door of each laundry room.

**16.3 Board Meetings:** The Board of Directors meets the second Wednesday of each month in the Super's office. The first half hour of the meeting, 6:30 – 7 p.m., is open to all shareholders.

**16.4 The Annual Meeting of Shareholders** of 110-150 Draper Owners Corporation is held every June. Specific information about the meeting is mailed out several weeks before the annual meeting.

**17) ADMINISTRATIVE FEES**

- 17.1. The shareholder is responsible for all violations by anyone who rents from the shareholder.
- 17.2. There will be written warning for the first violation.
- 17.3. There shall be a \$100.00 administrative fee if a person is found guilty of a second violation of the same regulation.
- 17.4. There shall be a \$200.00 administrative fee if a person is found guilty of a third violation of the same regulation.
- 17.5. There shall be a \$250.00 administrative fee for each subsequent violation of the same regulation.
- 17.6. The Board of Directors reserves the right to invoke separate penalties for extraordinary abuses or violations.
- 17.7. All administrative fees shall be added to the maintenance or rent charges and payable within ten (10) days of receipt.
- 17.8. Notice of unpaid administrative fees will be submitted to the Corporation lawyer. The violator will be liable to pay the administrative fees, the highest legal interest for the period of time in which the administrative fee remains unpaid, and the legal fees involved in formally filing a lien.
- 17.9. The Board of Directors, at its option, may foreclose said lien to collect the common charges from the shareholder.
- 17.10 The terms of the proprietary lease are coordinate with these rules and regulations especially regarding termination of lease as penalty for violation of rules.