

4601 OWNERS CORP.  
4601 Henry Hudson Parkway  
Bronx, NY 10471

# HOUSE RULES

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# HOUSE RULES

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## 1) Effect of House Rules

a) As set forth in the proprietary leases, these House Rules, as adopted by 4601 Owners Corp (the "Coop") through resolution of the Board of Directors (the "Board") on June 1, 2017 are deemed part of the proprietary leases (the "leases") and are binding on all residents of the Dogwood Townhouse Cooperative (the "building"), **whether such residents are themselves shareholders or tenants of shareholders (together, "Residents")**, except as provided in Paragraphs 38 of the proprietary lease in reference to Unsold Shares. Such rules will be enforced, and penalties may be levied for violations of these rules (see Appendix C).

## 2) Consents and Approvals

a) Consents and approvals of Co-op, as required under these House Rules, must be in writing from the Managing Agent or the Board. Such consents and approvals include but are not limited to the following rules outlined in this document:

- Common Area Decorations
- Outdoor Personal Items
- Planting in Common Areas
- Common Area Party Use
- Construction
- Pets
- Antenna Installation
- Sublet

b) Any issue of concern that may impact the quality of life of residents of the building may be brought to the Board for discussion and decision.

c) Any consent or approval given under these House Rules by Co-op shall be revocable at any time by a vote of the Board of Directors.

## 3) Use of Common Areas

### a) Buildings

i) No article shall be placed in the halls, in stairways, entrance vestibule, or on or in front of doors. The public halls located in the Building shall not be obstructed or used for any purpose other than entry to and exit from the apartments or common areas in those buildings. Items that are not permitted in common areas include but are not limited to: boots, shoes, umbrellas, shovels, sleds, wheeled items (bikes, strollers, wagons) and toys.

ii) No public hall or vestibule shall be decorated or furnished by a Resident in any manner without the prior written consent of all the residents sharing the common area a copy of which shall be submitted to the Managing Agent (Appendix H); in the event of disagreement among such residents, the Board shall decide. No decorations are to be placed on or attached to the outside of the Building without formal, written approval of the Board, the exception being holiday decorations which are permitted one month before the relevant holiday and two weeks after the relevant holiday.

iii) Nothing shall be placed in the halls, nor be hung from the doors, windows, exterior walls, terraces or patios, or placed upon or attached to the windowsills, retaining walls or parapets of the Building that would pose a threat to people or property.

iv) Nothing shall be allowed to stand in the public halls, passageways, or courtyards of the Building overnight. Nothing shall obstruct pedestrian traffic along walkways at any time.

v) Window wells must be kept clear at all times and not used for storage.

vi) All Residents must adhere to rules related to the New York City Fire Codes to ensure safety for all.

vii) Any items that are left in common areas without prior approval of the Board are subject to removal and discard by Employees.

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### b) Common Courtyards and Pathways

i) All courtyards, lawns and pathways are available for the use of all Residents, subject to the restrictions set forth in the Leases and these House Rules. Residents may freely make use of the courtyards, subject to the limitations set forth below.

(1) Any use of the common courtyards and pathways which causes any disturbing noise or which interferes with the rights, comforts, safety and/or convenience of other residents shall not be permitted.

(2) Unauthorized lawn furniture, toys or other articles may not be left in common areas overnight. Any items that are left out overnight will be removed by Employees and discarded in the common trash shed.

(3) No fences, shrubbery, ornaments or other articles may be installed in common areas unless pre-approved by the Board.

(4) All outdoor furniture, large toys, athletic equipment or any other personal items that Residents wish to leave outside overnight must be pre-approved by the board (Appendix H).

ii) Residents may arrange, upon prior written approval of the Co-op, to use areas of the courtyards for parties and gatherings that include residents by providing written notice of such request (Appendix G) at least fourteen (14) days in advance of such date. The grant of such approval shall be subject to the discretion of the Co-op. If such permission is granted, use of the courtyards is subject to all other rules herein and in the Leases regarding the use of common areas and noise. Residents who arrange to use the courtyards in such fashion shall assume all responsibility for cleanup of the area used and for any damage to the lawns or shrubbery that may result from such use.

iii) Children may play in the courtyards subject to the following limitations:

(1) All children must be supervised at all times by an Adult. Parents/Guardians are responsible at all times for the safety of their children.

(2) Nannies/Caretakers/Supervising Adults that are not the Parent/Guardian of child must understand and adhere to the House Rules.

(3) For safety reasons, all ball games or running games are permitted only in the C courtyard. Children must be under the direct supervision of an Adult resident, meaning an Adult must be physically present in C courtyard during the entire duration of play. NO ball games are permitted in A or B court.

(4) Hard baseballs, softballs, mechanical pitching equipment or large nets are not permitted anywhere on the Dogwood Close property.

(5) Any damage to Dogwood Close property, adjacent property or cars during ball playing falls under the liability of the Resident who caused damage. Resident is responsible for alerting Managing Agent to damage.

(6) Adults may fill baby pools for the use of children, but must supervise any such use at all times. A pool containing water cannot be left unattended and must be emptied and removed daily. No slides or games that make use of running water may be used at any time since they will damage the lawns.

(7) Children under the age of 14 are not permitted to use water hoses on property. Water hoses are intended for maintenance of grounds and should not be used for play.

(8) Children are not permitted on patios, entryways or terraces where they do not reside.

### c) Gardens

i) Gardens and flowerbeds, whether appurtenant to the Building or to a terrace or patio, are not part of an apartment, and accordingly exist at the sole and continuing discretion of the Co-op.

ii) Residents are permitted and encouraged to plant flowers in existing flowerbeds adjacent to the apartments. No trees, shrubs or hedges may be planted in the designated flowerbeds, or in any other area, without prior written approval of the Co-op (Appendix

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H.)

iii) No planting whatsoever is permitted outside existing flowerbeds without approval from the Board.

iv) Flowerbeds not maintained (e.g. weeded, cleared of debris and trash) by residents, whether shareholders or tenants, will be maintained by members of the Quality of Life committee or other committee designated by the Board.

v) No Resident shall affix any container for any plantings on an exterior building wall, parapet, terrace, roof or patio, without prior written approval of the Board. Any items that need to be affixed to building in any way must be pre-approved by the Board before installation and follow Fire Code and City Ordinances.

vi) Plantings in well-maintained containers (of material impervious to dampness and with suitable drainage holes) are permitted.

vii) No pesticides or herbicides of any kind may be used in any gardens with the exception of exterminator services approved by the Board.

viii) No invasive plants may be planted without the approval of the Board.

### d) Patios, Terrace and Roof Decks

i) Any patio, terrace or roof utilized by a Resident is to be maintained in a manner that enhances the aesthetics of the property.

ii) Patios that are directly adjacent to single units are for the sole use of the Resident of that unit. No other Resident may utilize such patio at any time without the consent of the Shareholder who resides in that unit.

iii) No loose potted plants are allowed on terrace walls. Any plants on terrace walls must be properly secured and approved by the Board.

iv) Use of patios, terraces and roof decks are subject to Quiet Hours as outlined in this document.

v) Residents with terraces and patios cannot create additional rooms (3 season or fully heated) without the approval of the Board. Any plans must be submitted to the Managing Agent for the consideration and approval of the Board in advance of construction (Appendix F). Additional fees will be assessed in the instance that plans are approved.

vi) Residents may not use outdoor space for storage or clothes drying.

## 4) Outdoor Cooking

a) The only method of outdoor cooking permitted by NYC Fire Department regulations on a roof or within ten feet of a building is electric grilling. Use or storage of propane tanks is illegal.

b) No fire pits of any kind are permitted on the property.

## 5) Animals

a) All pets must be approved by the Co-op board. Residents must complete a written application (Appendix I) for each pet that are currently owned or pets that Resident plans to adopt or buy in the near future.

b) Dogs must be on a leash at all times on property including courtyards.

c) Do not allow dogs to urinate or defecate on the public lawns, courtyards and walkways.

d) Residents are responsible for any pets that are brought onto the property by their guests. These animals and guests must abide by all rules related to pets while on the property.

e) Residents are responsible for the actions of any Dog Walkers or Caretakers and their pets while in the care of a third party.

d) A resident shall be responsible for any necessary cleanup and for any damage to the lawns or shrubbery that an animal belonging to the resident may cause.

d) Animals that are prohibited by New York City Health Code are not permitted.

d) At no time shall any resident, whether tenant or shareholder, provide food outdoors for animals.

e) Bird feeders are not allowed on the property.

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f) Any complaints about pets shall be referred first to the Managing Agent. The Board will investigate the complaint and vote on a resolution. If after reviewing the complaint the Board decides that the animal is unsuitable for the cooperative it shall take appropriate action, including fines and/or removal of the pet. All court and legal costs resulting from the shareholder's default of these rules will be paid by the shareholder.

### **6) Antenna**

a) No antenna, wire or satellite dish, whether for television or radio, shall be installed, attached to, or hung from, the exterior of a Building, without the prior written approval of the Board (Appendix H).

### **7) Air Conditioners**

- a) Window air-conditioning units may be installed by Residents in compliance with New York City code. All units must have support brackets installed that adhere to this code.
- b) AC units that create excessive noise and/or drip excessively will need to be replaced or removed at the cost of Resident.
- c) Any damage to walls, windows or other Units caused by an AC unit that is not properly installed or maintained will be billed back to the Resident.

### **8) Subletting**

- a) A shareholder may, upon written approval by the Board, sublet an apartment for a term of one year. Any renewal of this arrangement for an additional year is subject to review and further approval by the Board Pursuant to the Proprietary Lease and Section 4 of the By-Laws, the Board may fix a reasonable fee in connection with any sublet transaction. Interested parties must obtain a Sublet Application directly from the Managing Agent.
- b) Resident is responsible for ensuring that their Tenant(s) comply with all House Rules and guidelines in the proprietary lease.
- b) At no time may a Resident participate in any short term sublet arrangements. Residents may not rent their space to any person for a short term. Short term is defined as anything less than 1 year. Any Resident who is found to be advertising such arrangement online, in print, or through a Real Estate Agent including but not limited to Air BnB and Homeaway will be fined as outlined in Appendix C.

### **9) Noise**

- a) 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.
- b) All construction or repair work or other installation involving noise shall be conducted in any apartment on weekdays (not including legal holidays) between the hours of 8:00a.m. and 5:00p.m. Work performed directly by resident shareholders only shall be permitted for maintenance and improvement projects on weekends, between the hours of 10:00am and 4:00pm, upon notification of the immediate neighbors of the intent to do so.
- c) Unless expressly authorized by the Board in each case, 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.
- d) Outdoor areas such as courtyards, terraces and patios are subject to the same quiet hours outlined above.
- e) General Quiet Hours are 8:00am – 10:00pm, all days of the week.

### **10) Laundry**

- a) Residents may use the available laundry facilities on any day between the hours of 8:00am and 11:00pm.

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- b) All Residents are asked to wipe up any spilled laundry detergent, remove fabric softener cloths, etc.
- c) Any issues with machinery or upkeep of the laundry room should be reported to Management.
- d) Pets are not allowed in the Laundry Room at any time.
- e) Washers and Dryers are prohibited in individual Units.
- f) Nannies, Cleaning Services and/or Employees of Residents that use the laundry facilities are subject to following these House Rules.
- g) All signs posted in the Laundry Room are considered part of the House Rules.

### **11) Parking and Garage**

- a) Parking spaces are available to Residents in the garage located directly under the property and accessed via Arlington Avenue. Residents who wish to obtain a parking space must submit a written request to Management (Appendix J). There is an additional fee for parking that will be charged monthly along with maintenance.
- b) Street Parking along Arlington Avenue, 247<sup>th</sup> Street and Henry Hudson Parkway is public parking and subject to any rules and regulations posted on individual street signs.
- c) 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 by another vehicle or to any entrance of a Building, or to prevent any employee of the Co-op access to entrances or outbuildings.
- d) There is no parking in front of the common trash shed at any time. Any vehicles parked in front of this shed are subject to towing at the cost of the Resident and/or fines to be assessed by Management as outlined in Appendix C.

### **12) Employees of Co-op**

- a) No Residents shall send any employee of the Co-op out of the Building on any private business of the Resident.
- b) No Resident may contract with any employee for private work during the employee's regular work hours.
- c) Employee work hours are Monday – Friday, 8:00am – 4:00pm.

### **13) Garbage and Recycling**

- a) Garbage, refuse and recyclables shall be placed outside for collection ONLY in designated locked-lid trash receptacles that can accommodate them. At no time may a Resident leave garbage, refuse or recyclables outside a receptacle, on the ground or in front of the garbage shed.
- b) Residents must follow all New York City Sanitation codes, which include recycling. Residents must separate Paper and Plastics/Metals/Glass into the appropriate bins.
- c) No disposal of toxic materials, flammable materials, construction trash or electronics is permitted.
- d) Bulk items such as furniture, electronics and any other item that cannot fit in a garbage bag must be arranged with The Super.
- e) No dumping may occur in front of the garbage shed, including bulk items and bags. Any access needs to the garbage shed must be arranged with The Super directly.
- f) For those interested, Dogwood Close participates in organics collection. Interested participants should email Management to sign up for this service and obtain the full rules and pick up schedule.
- g) All signs posted on the property related to garbage and recycling are considered part of the House Rules.

### **14) Storage**

- a) No containers of flammable items (e.g. paint, solvents, etc.) maybe stored in any common storage area.
- b) The Co-op has designated and made available, for an additional monthly fee to be set by Co-op,

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storage space in the basement of both the A and B buildings (Appendix J).

c) At no time may a Resident use window wells, patios, or other exterior common areas for personal storage.

d) Any storage items within the storage rooms of A or B buildings that are placed outside of the designated storage cage will be removed and discarded immediately.

### 15) Requests for Service/Complaints

a) Any request for service within a Resident's apartment must be made in writing by completing a work order (Appendix E) and submitting to Managing Agent. Work orders are available outside laundry room.

b) Complaints regarding the service of the Building shall be made in writing to the managing agent of the Co-op (Appendix E).

c) Residents are responsible entirely for all electrical, plumbing, appliances, fixtures, floors, walls, and furniture within their apartment, and where applicable, adjacent patios and/or terraces. Residents are financially responsible for maintaining and repairing any issues that occur within their Unit.

### 16) Construction

a) Residents are permitted to make cosmetic changes (paint, wallpaper, carpeting, etc) without the prior consent of Co-op Board and Management. Any construction that requires structural changes must follow an approval process and associated fees (Appendix F). Contractors will not be permitted to start work unless Appendix F and the Renovation Packet provided by Managing Agent are completed and approval has been granted.

b) All Contractors must be licensed and insured in the State of New York and must carry the appropriate Workers Comp and Liability insurance.

### 17) Insurance

a) All Residents must have applicable and up to date Homeowner's Insurance that covers their property and liability. Residents must provide an updated Declaration Page annually to be kept on file with Management.

b) Any Resident who owns a Dog that is not covered under regular Homeowner's Insurance must obtain special coverage for any pets that currently reside in their unit.

### 18) Right of Entry

a) The Co-op and its agents and their authorized workforce shall be permitted to visit, examine, or enter the apartment and any storage space assigned to the Resident at any reasonable hour of the day **upon notice**, or at any time and without notice in case of emergency, to make or facilitate repairs in any part of the Building or to cure any default by the Resident.

b) In order that the Co-op shall at all times have access to the apartment for the purposes provided for in the Lease, the Resident shall provide the Co-op with a key to each lock providing access to the apartment, and any alarm codes necessary.

c) In an emergency if the Resident does not provide a key, and/or is not personally present or available to allow entry when necessary and permissible, the Co-op and/or its agents may forcibly enter the apartment (in any other instance only with the specific authorization of an officer of the Co-op or managing agent) without liability for damages if during such entry the Co-op shall accord reasonable care to the Resident's property.

### 19) Default and Remedies

a) Resident is responsible for timely payment of maintenance and any additional charges, adhering to House Rules and guidelines outlined by the proprietary lease. Resident is responsible both legally and financially for any damage to common areas, other Units and/or Residents that is their fault. This responsibility extends to their household, family, pets, guests and employees.

b) If any resident, whether shareholder or tenant, shall be in default under any term of the Lease or



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these Rules, Co-op or its managing agent shall provide notification of such default in writing, and include the specific remedy required and the date for complying with such remedy.

c) In the event the resident, whether shareholder or tenant, does not remedy the default, the Co-op, pursuant to the Proprietary Lease, shall take the necessary action to remedy the default and shall be entitled to recover from the Resident all expenses incurred or for which it has contracted. Such expenses shall be payable by the Resident on demand as additional rent or maintenance.

### **20) Amendments**

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

### **21) Appendix**

a) Any Appendix documents that exist in relation to the House Rules may be added to, amended or repealed at any time by resolution of the Board.

## **APPENDIX TO HOUSE RULES**

Appendix A	Important Contacts
Appendix B	Schedule + Amenities
Appendix C	Violation Penalties
Appendix D	Insurance Guidelines
Appendix E	Service Request
Appendix F	Alteration Request
Appendix G	Private Event Request
Appendix H	Common Area Request
Appendix I	Pet Application
Appendix J	Storage or Parking Application

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### **APPENDIX B – Amenities & Schedule**

#### Common Lawns

Our property is unique in the fact that there are numerous common lawns/courtyards available for all tenants to utilize. These lawns are maintained by the Super and must remain free of personal items including trash, unauthorized furniture and toys. Sprinklers are installed through out the property and run regularly between the hours of 3:00am – 5:30am.

For further rules and regulations related to common lawns please see Appendix C, Appendix G and Appendix H. All tenants are responsible for up keeping the common lawns/courtyards so that they may be enjoyed by all tenants.

#### Exterminator

Extermination is available co-op wide and occurs every 4<sup>th</sup> Tuesday of each month from 8:00am – 10:00am. Anyone in need of extermination services should reach out to The Super directly to be included in the list of units that need service. Proper maintenance is expected of each Tenant in maintaining a clean unit to avoid major infestations. Any pervasive or special service requests must be made to the Managing Agent directly.

#### Laundry

There is a communal laundry room with 4 energy efficient washers and dryers available for use by all residents. The laundry room is located off of the B-Court along the walkway from Henry Hudson to Arlington. The laundry room facilities are managed by a third party vendor, Hercules, and requires payment via a reloadable card. Tenants interested in utilizing the laundry room need to obtain a personal laundry card by visiting the Hercules site at <http://hercnet.com>.

Individual tenants are responsible for their items while washing and drying. Posted rules and directions must be followed for proper use of these communal machines. Laundry hours are 8:00am – 11:00pm all days.

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### Parking

Residents of 4601 are given priority status for parking spots located in our on site parking structure. The entrance to the parking structure is located off of Arlington Ave. between 246<sup>th</sup> & 247<sup>th</sup> street. There is a monthly fee to rent a spot in the garage. This fee is charged along with monthly maintenance for those interested. Fill out Appendix J and return to the Managing Agent who can advise on current openings or add interested tenants to the waiting list.

Upon approval, parking space renters will be given a garage remote and a key to access the garage. Organized bike storage is allowed with a parking spot, but extensive storage is not allowed.

### Storage

Storage units are available on a first come, first serve basis for tenants. The storage room is located near the laundry room and is accessible during 4601 Employee business hours and after hours by those with keys. If you are interested in a storage unit fill out Appendix J and return to the Managing Agent who can advise on if a unit is currently available.

### Trash & Recycling

We participate in all New York City trash, recycling and organics programs. Trash and recycling (separate paper and plastics/metals/glass) receptacles are located throughout the property. Residents are assigned to a specific trash hub; please speak with the Super if you are not sure which hub you are assigned to. We are also proud to participate in the Organics program. If you are interested in this program you can obtain a personal countertop bin for use by contacting the Super directly.

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**APPENDIX C - Infractions**

INFRACTION	1st Occurance	2nd Occurance	3rd Occurance	Additional
Parking in front of shed	Warning Letter	\$100 Admin Fee	\$200 Admin Fee	
Toys outside of unit overnight	Warning Letter	\$50 Admin Fee Warning Letter	\$100 Admin Fee Article removed	
Unauthorized items on lawn	Warning Letter	\$100 Admin Fee Warning Letter	\$200 Admin Fee Article removed	
Unauthorized items in common areas	Warning Letter	\$100 Admin Fee Warning Letter	\$200 Admin Fee Article removed	
Ball playing in courtyard B	Warning Letter	\$100 Admin Fee	\$200 Admin Fee	
AC install defects	Warning Letter			Cost of Repair
Unleashed dogs on property	Warning Letter	\$100 Admin Fee	\$500 Admin Fee	
Pets urinate/deficate on property	Warning Letter	\$100 Admin Fee	\$200 Admin Fee	
Large Item/Furniture Dumping (Unauthorized)	Warning Letter	\$100 Admin Fee	\$200 Admin Fee	
Improper Recycling	Warning Letter	\$100 Admin Fee	\$200 Admin Fee	
Unauthorized storage	Warning Letter	\$100 Admin Fee Warning Letter	\$200 Admin Fee+ Cost of removal	Additional removal Fees
Bird feeders/animal feeding	Warning Letter	\$100 Admin Fee	\$200 Admin Fee	
Noise Infractions	Warning Letter	\$100 Admin Fee	\$200 Admin Fee	
Short Term Rental	Warning Letter	\$500 Admin Fee	Termination of Proprietary Lease	
Hoteling Unit	Warning Letter	1 month main.	Termination of Proprietary Lease	

For any infractions that incur outside fees that are billed to the building, Management will document monetary amount and include on the maintenance fee for the responsible unit the following month.

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**APPENDIX D - Home Owners Insurance**

**UNIT INFO**

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

UNIT: \_\_\_\_\_

**INSURANCE COMPLIANCE**

I certify that I currently have the following Home Owners Insurance in compliance with the insurance coverage specified for 4601 Owners Corp. Further more, if applicable for approved pets residing in my unit, I have additional coverage for special breeds.

Insurance Carrier: \_\_\_\_\_

Coverage Date: \_\_\_\_\_

Pet Insurance Carrier: \_\_\_\_\_

Coverage Date: \_\_\_\_\_

Shareholder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR MANAGEMENT TO FILL OUT**

Proof of Insurance on File:      YES                      NO

Addt. Coverage on File:      YES                      NO

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**APPENDIX E - Service Request**

**UNIT INFO**

DATE:

---

NAME:

---

UNIT:

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**SERVICE REQUEST**

Service Requested:

Available Dates:

---

Phone & Email:

---

**FOR MANAGEMENT TO FILL OUT**

Service Approved:

YES

NO

Date Approved:

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**APPENDIX F - Construction Request**

**UNIT INFO**

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

UNIT: \_\_\_\_\_

**ALTERATION COMPLIANCE**

I will comply with obtaining and presenting the following documentation related to unit alterations that I wish to make to my unit. I understand that no work can commence until the Board has reviewed and approved this application.

**REQUIRED DOCUMENTS**

1. Signed Alteration Agreement
2. Detailed Scope of Work Description
3. Indemnification Form - signed by Shareholder
4. Non-refundable check for \$300 payable to Managing Agent

**FOR CONTRACTORS + THIRD PARTIES**

1. List of General Contractor & All Third Parties on project
2. General Contractor COI (including Workers Comp coverage)  
\*see separate COI example  
\*include proper Additional Insured information
3. Indemnification Form - signed by GC
4. Electricians/Plumbers - COI + copy of License
5. Painters - COI + copy of EPA certification

Shareholder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR MANAGEMENT TO FILL OUT**

Alteration Approved: YES NO

Date of Approval: \_\_\_\_\_



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**APPENDIX F – Alteration Agreement**

Pursuant to paragraph 21 of my Proprietary Lease, I hereby request permission to install the equipment and make the alterations described in the annexed document (hereafter collectively referred to as the “work”) in my Unit.

- 1 I agree before any work is begun:
  - (a) to provide a written statement detailing the specific work to be performed in the premises as well as indicating the manner, design and scope of alteration and/or renovation.
  - (b) If required by law of Governmental regulations, to file plans with and procure the approval of all Governmental agencies having jurisdiction over the work and, not more than ten days after receipt of such approval, to deliver to the Managing Agent a copy of every permit or certificate issued. Is there be any doubt as to the need for such approval, the Board shall be the sole arbiter in resolving the doubt.
  - (c) To procure from my contractor, or contractors:
    - (i) Comprehensive personal liability and property damage insurance policies, satisfactory to the Board of Directors, which policies name the Apartment Corporation and its Managing Agent, as well as myself, as parties insured. Such policies shall provide that they may not be terminated until at least ten days after written notice to the Apartment Corporation; and
    - (ii) Worker’s compensation and employees liability insurance policies, covering all employees of the contractor, contractors or subcontractors.
    - (iii) All such policies, or certificates evidencing their issuance, shall be delivered to the Apartment Corporation.
- 2 If the Apartment Corporation is required to or shall deem it wise to seek legal, engineering or architectural advice prior to granting permission, I agree to reimburse you, on demand, for reasonable fees incurred, and if permission be granted, then, in any event, prior to commencement of any work.
- 3 If is understood that:
  - (a) I assume all risks of damage to the building and it’s mechanical systems, and to persons and property in the building which may result from or be attributed to the work being performed hereunder and all responsibility for the maintenance and repair of any alternation and installations after completion. This responsibility covers all works, whether or not structural, weather rightness of windows, exteriors wall or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. If the operation of the building, or any of its equipment, is adversely affected by the work, I shall, when so advised, promptly remove the cause of the problem.
  - (b) I recognize that there will be no change in the operation of the buildings heating system (or air conditioning system, if any) to facilitate the functioning of any heating or air-conditioning units I may be installing.
  - (c) The Board of Directors has the right to approve the type and quality of work and to complete the removal of any work, which creates a risk of loss or constitutes a dangerous, hazardous or unsafe condition.
  - (d) I undertake to indemnify the Apartment Co-operation, the Managing Agent and tenants or occupants of the building for any damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence and to reimburse the Apartment

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Cooperation and its Managing Agent for any expenses (including, without limitation, attorneys' fees and disbursements) incurred as a result of the such work.

- (e) If, after making any alterations of installing any equipment referred to herein, I shall:
  - (i) Seek to exercise my right to terminate my Proprietary Lease pursuant to paragraph 35, thereof, I will, on your demand, but at my expense, restore the premises and equipment to their condition prior hereto, agreeing that compliance with this agreement shall be a condition precedent to the cancellation of my lease, or
  - (ii) Seek to transfer the corporate shares allocated to the apartment and the Proprietary Lease appurtenant thereto, I will, if requested by you, either restore the premises and equipment to their condition prior hereto or provide with an agreement by my transferee to assume all of the my obligations hereunder, including my continuing obligations and understanding expressed in subparagraphs (a) through (d) of this paragraph 3.
- 4 All permitted work shall be completed within 90 days after Governmental approval thereof has been granted of, if no such approval is required by law or regulations, Lien from the date hereof.
- 5 No work shall be done, except between the hours of 8:00am and 5:00pm during the week; no work is to be done on Saturday, Sundays or holidays. All work will be done in such a manner as to minimize any unusual noises which might disturb other residents.
- 6 All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the alteration. Materials and rubbish will be placed in barrels or bags, before being taken out of the apartment. All such barrels or bags, rubbish, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense and with arrangements to be made with the Superintendent and Contractor. I shall be strictly responsible to make sure that upon completion of the work, the premises will be free from dirt, implements, surplus materials and the like, and that the common areas will be left in the status it was prior to the start of said work.
- 7 I will bear the entire cost of the alterations and installations and pay all bills incurred in connection therewith, not later than thirty days after completion of the work. If any mechanic's liens be filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within 30 days after such filing, whether or not I am ultimately responsible or liable for payment of same. If I fail so to do, you may exercise any and all your rights and remedies under the Proprietary Lease or this agreement.
- 8 At the completion of the work, I will deliver to you and amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters, if either be required and such other proof as may be necessary to indicate all work has been done in accordance with all applicable law, ordinances and Governmental regulations. Failure to obtain same, when requested by the Board, will result in my having to remove the alterations, and restore the property to its original condition.
- 9 I recognize that by granting consent to the work, you do not profess to express any opinions to the design, feasibility of efficiency of the work.
- 10 My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease pursuant to which your consent has been granted, and, in addition to all other rights, you may also suspend all work and prevent workmen from entering my apartment for any purpose other than to remove their tools or equipment.
- 11 This agreement may not be changed orally. This agreement shall be binding on you, me, and our personal representatives and authorized assigns.
- 12 Any and all Plumbers or Electricians utilized will be licensed to practice their profession, and approved by the City of New York, Building Department.

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13 Annexed hereto is the written statement describing work required by paragraph 1(a).

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
4601 Owners Corp Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**APPENDIX G - Event Request**

**\*All Event Requests must be submitted 14 days in advance of event date\***

**UNIT INFO**

DATE:

\_\_\_\_\_

NAME:

\_\_\_\_\_

UNIT:

\_\_\_\_\_

**EVENT REQUEST**

Event Description:

Date & Time Requested:

\_\_\_\_\_

Headcount:

\_\_\_\_\_

Area of Use:

\_\_\_\_\_

Third Party Vendors:

\_\_\_\_\_

**FOR MANAGEMENT TO FILL OUT**

Event Approved:

YES

NO

Date Approved:

\_\_\_\_\_

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**APPENDIX H - Common Area Furniture/Décor Items**

**UNIT INFO**

DATE:

\_\_\_\_\_

NAME:

\_\_\_\_\_

UNIT:

\_\_\_\_\_

**COMMON AREA REQUEST**

The following additional information must be provided along with this request:

1. Visual example of Furniture/Décor item
2. Written approval from all adjacent neighbors for installation

Item/Furniture Description:

Proposed Area of Installation:

\_\_\_\_\_

Neighbor Approval

YES

NO

**FOR MANAGEMENT TO FILL OUT**

Approved:

YES

NO

Date Approved:

\_\_\_\_\_

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**APPENDIX I - Pet Application**

**\*Individual Applications must be filled out per pet\***

**UNIT INFO**

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

UNIT: \_\_\_\_\_

**DESCRIPTION OF PET**

Pet Type (Dog/Cat/Other): \_\_\_\_\_

*\*Attach photo of pet to Application*

Breed: \_\_\_\_\_

Sex: \_\_\_\_\_

Age: \_\_\_\_\_

Height: \_\_\_\_\_

Weight: \_\_\_\_\_

**HEALTH**

Neuter/Spay Status: \_\_\_\_\_

License #: \_\_\_\_\_

*Date of Last Vaccination*

License Exp: \_\_\_\_\_

Rabies: \_\_\_\_\_

Distemper \_\_\_\_\_

Felv: \_\_\_\_\_

**FOR MANAGEMENT TO FILL OUT**

Pet Approved: YES NO

Date Approved: \_\_\_\_\_

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**APPENDIX I – Pet Policy**

Ownership of pets within the 4601 Henry Hudson Parkway property requires Board approval. Decisions on the enclosed application will be made on an individual basis. The Board requires an in person meeting with all prospective pets before approval.

Current pet owners must comply with procedures for the acquisition of any new pet. All prospective Purchasers must get permission of the Board to own pets prior to the acceptance by the Board of the resale agreement. All tenants of the Sponsor and Sub-leasees of shareholders shall provide the Board with written permission from the sponsor or shareholders of the apartment before the application is considered.

A \$250.00 dog deposit and a \$100.00 cat deposit is required upon submission of the application and shall be returned to the Owner, without interest, when the pet no longer resides in the unit. Pet Owners are required to maintain a minimum of \$50,000.00 in liability insurance for any damage caused by pet.

All dogs must be kept on a leash, all cats must be kept indoors and every pet owner is responsible for cleaning up after their pet. Any complaint about pets shall be referred to the Board. If after reviewing the complaint the Board decides that the animal is unsuitable for the co-op they shall decide on the appropriate corrective action, which may include rescission of approval. Failure to comply with the rules regarding pet ownership may result in the forfeiture of the deposit and removal of the offending pet. All legal costs resulting from any proceeding resulting from the shareholders or tenants default of these rules will be paid by the shareholder and/or tenant.

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Shareholder Signature

---

Date

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**APPENDIX J - Storage/Parking Request**

**UNIT INFO**

DATE:

\_\_\_\_\_

NAME:

\_\_\_\_\_

UNIT:

\_\_\_\_\_

**STORAGE REQUEST**

Storage Start Date:

\_\_\_\_\_

**PARKING REQUEST**

Parking Start Date:

\_\_\_\_\_

Car Make/Model:

\_\_\_\_\_

License Plate #/Registration #:

\_\_\_\_\_

Quantity of Bike Storage:

\_\_\_\_\_

**FOR MANAGEMENT TO FILL OUT**

Request Approved:

YES

NO

Date Approved:

\_\_\_\_\_



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**APPENDIX J – Storage & Parking Policy**

Storage

Storage units are available on a first come, first serve basis for tenants. Storage rooms are located in both the A and B Buildings with key access. If you are interested in a storage unit fill out Appendix J and return to the Managing Agent who can advise on if a unit is currently available.

Contents of storage units must be in line with applicable New York City fire codes; no toxic, flammable and/or perishable materials may be stored. Likewise, no animals or odorous items may be kept in storage. Any items that are placed outside of the designated storage unit will be immediately removed and discarded without notice to tenant.

Occupant must purchase and maintain insurance to cover items that are kept in storage. Co-op assumes no responsibility for loss or damage; in the case of loss or damage Occupant will make a claim only against Occupant's insurer and not against Owner. 4601 Owner Corp. must have a COI on file naming Owner as Additional Insured.

Parking

Residents of 4601 are given priority status for parking spots located in our on site parking structure. The entrance to the parking structure is located off of Arlington Ave. between 246<sup>th</sup> & 247<sup>th</sup> street. There is a monthly fee to rent a spot in the garage. This fee is charged along with monthly maintenance for those interested. Fill out Appendix J and return to the Managing Agent who can advise on current openings or add interested tenants to the waiting list.

Upon approval, parking space renters will be given a garage remote and a key to access the garage. Organized bike storage is allowed within a parking spot, but extensive personal storage is not allowed. Occupants that store items beyond the registered vehicle and personal bikes may be asked to remove such items by the Co-op Board.

Occupants may only park in their designated space. Occupants will be asked to provide License, Registration Number and proof of insurance before utilizing the garage.