



## FINES FOR SELECT HOUSE RULES INFRACTIONS FOR ALL RESIDENTS OF 84-12 35TH AVENUE

as set forth by the 84-12 35th Avenue Apartment Corp. Board of Directors

The spirit of co-op apartment living requires all of us to be considerate of our fellow residents. The rules adopted and revised by the Board of Directors ("Board") as House Rules ("Rules") on June 10, 2022 are for the health, safety, and well-being of all residents and are also common-sense procedures. Due to an increase in the rate of infraction of certain Rules, the Board is establishing a procedure for handling infractions of select Rules, as specified below, effective **June 15, 2022**. This list highlights and supplements the existing Rules and By-Laws of the Corporation ("Co-op") and any other previously published Rules and as stated in the Proprietary Lease. The Co-op's Board reserves the right to further amend or modify these Rules pursuant to the By-Laws.

### **The following fines apply to an infraction of any of the below Rules:**

- 1) pets (pet waste– in any common area as well as the entrances to the building – and/or pets being brought in or out through the lobby (See page 7);
- 2) not observing requirements delivery of furniture, appliances, and/or bulky items (See page 7);
- 3) recycling and improper refuse/trash disposal (see pages 3 and 4);
- 4) use of washing machines in apartments (See page 7);
- 5) fumes from smoking in any form emanating from an apartment into a common area or another apartment (see page 6); and
- 6) damage to building property due to vandalism or improper use will result in a fine based on the cost of repair and other penalties to be determined by the Board.

- **FIRST** violation: A written warning letter will be sent to the shareholder who violated the Rules or whose subtenant, guest, and/or licensee violated the Rules.
- **SECOND** violation: \$100.00 fine will be imposed to the shareholder who violated the Rules or whose subtenant, guest, and/or licensee violated the Rules.
  - **Responsibility:** In all cases, fines will be the responsibility of the shareholder, even if he, she, or they has or have a subtenant, guest, and/or licensee who committed the alleged infraction.
  - **Appealing a Fine:** If a shareholder feels that he, she, or they has or have been fined improperly, a letter or email can be sent to the property manager explaining the particulars of the situation. The letter must be received within two weeks of the date appearing on the fine notice. The Board will review the appeal at its next scheduled meeting and reply.
  - **Payment:** Fines will appear on the maintenance statement within a month or two of the infraction. Unless the matter is still in appeal, the fine is due and payable on the same terms as the monthly maintenance, including applicable late charges. For shareholders on ACH automatic debit, the fine will be debited as per the original signed consent when the ACH arrangement was set up. Any unpaid fines will be treated as unpaid maintenance charges and collection action will be enforced as per the proprietary lease.



- **THIRD** violation: \$200.00 fine will be imposed to the shareholder who violated the Rules or whose subtenant, guest, and/or licensee violated the Rules.
- **FOURTH** violation: a *Notice to Cure* will be served on the Shareholder who violated the Rules or whose household member, subtenant, guest, and/or licensee violated the Rules under the procedure set forth in the proprietary lease. Consistent violators will be advised that this may be considered in violation of his, her, or their leases and could be subject to termination.

**Note:** Shareholders will be billed back legal fees in connection with the Notice to Cure.



## HOUSE RULES FOR ALL RESIDENTS OF 84-12 35th AVENUE APARTMENT CORPORATION

as set forth by the 84-12 35th Avenue Apartment Corp. Board of Directors

The following have been adopted by the Board and remain in effect. Rules for which infractions may result in fines and legal action have been adjusted accordingly.

### **BUILDING CLEANLINESS**

#### 1. Trash

- a. Compactor rooms with a trash chute are located on each floor. All garbage must be contained in a paper or plastic bag, tightly closed, and disposed of down the chute. Do not dispose of unbagged garbage in the chute, sink, or on the floor. This includes, but is not limited to, pizza boxes, bottles, containers with food, etc.
- b. Do not dispose of any recycling items in the trash chute. These items must be brought to the clearly labeled sections of the basement recycling area.
- c. It is highly recommended that residents use the shredding bins located in the basement when discarding confidential personal papers (bank statements, pay statements, etc.). The contents of these bins are securely shredded regularly by a professional shredding company. Do not leave confidential papers loosely in the compactor room, in the trash, or in the regular paper recycling.
- d. When disposing of cat litter, it should be double-bagged, tightly closed, and taken to the basement for disposal — not discarded in the chute.

**As noted, infractions of this Rule will be subject to fines as set forth above.**

#### 2. Recycling

- a. All recycling must be deposited into the proper receptacle in the recycling area located in the basement. All receptacles are labeled for residents' convenience.
- b. All items that held food or drink — including, but not limited to plastic bottles, jugs, glass bottles and jars, metal cans, aluminum foil wrap, or trays — must be rinsed clean before being deposited in the bins. Remember to remove all bottle caps and lids, and dispose of them in your regular trash.
- c. Paper items — including, but not limited to newspapers, magazines, catalogs, and telephone books, paperboard, and non-corrugated cardboard — should be collapsed and disposed of in the proper bins. Corrugated boxes must be flattened and left in the designated area for boxes in the basement.
- d. Electronic equipment and appliances must be discarded in the specially designated recycling bin located next to the Laundry Room.
- e. Used clothing, bedding items (not beds), etc. can be left in the clothing recycling bin located in the Laundry Room. All items must be clean and bagged before disposal in the bin.

**As noted, infractions of this Rule will be subject to fines as set forth above.**



3. Bulk Items: Before leaving bulk items such as furniture, mattresses, televisions, etc. in the basement for disposal, please advise the superintendent. Bulk items are only picked up by the Sanitation Department at designated times.
4. Spills create a safety hazard. Please respect your fellow residents and clean up after yourself by cleaning any spills in the common areas (halls, elevators, compactor rooms, basement, stairs). A mop and pail can be requested for your use from the superintendent.
5. The common areas of the building are serviced by an exterminator on a twice-monthly basis. Exterminating services are available to all residents the first and third Saturdays of every month. If you require exterminator services, please write your name and apartment number on the sign-up sheets posted in the bulletin boards by the mailboxes. The schedule is posted at the beginning of that week.

The agents of the Board of Directors and any contractor or workman authorized by the Board of Directors shall have access to any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures involving exterminator services are necessary or desirable to control or exterminate any vermin, insects, or other pests and for the purpose of maintaining social hygiene as may be necessary to control or exterminate any such vermin, insects or other pests.

6. The feeding of cats, pigeons, squirrels, etc. is strictly prohibited on any part of the Co-op grounds.

### **APARTMENT ACCESS/KEYS**

Access to your apartment **MUST** be granted when requested by the corporation or its agents. Access will only be requested when a problem exists in your apartment or a related apartment or in the event of an emergency such as an active leak, fire, etc.

A key must be left with the superintendent or trusted individual of your choice whose contact information has been provided to the superintendent and with whom the superintendent can get in touch via phone so the key is available when needed. **NO EXCEPTIONS WILL BE MADE.**

### **BUILDING SAFETY**

1. Fire escapes and hallways must remain free of obstructions – including, but not limited to, bicycles, carriages, furniture, strollers, plants, boxes, shopping carts, umbrellas, shoes, boots, etc. at all times.
2. All shareholders, residents, or sub-lessees are required to have working smoke detectors in their apartments as prescribed by the most relevant and current requirements of New York City and/or its respective agencies. The Co-op reserves the right to have inspections conducted by its agents — including, but not limited to, the superintendent — at any time. If the superintendent installs a smoke detector or detectors in your apartment, you will be charged back for the cost of the smoke detector(s) on your monthly maintenance or rent statement.



3. The hallways may not be used as an exercise facility, a play area for children, or a place to congregate.
4. For the safety and security of all residents, no one should provide access to the building to anyone who does not have a key.
5. No residents are permitted on the roof of the building except those acting in capacity as agents of the Co-op, including, but not limited to, members of the Board and superintendent.
6. Fire safety regulations and the Co-op's insurance carrier require that all apartment doors be closed at all times.
7. No loitering is permitted in or around building property at any time. Additionally, residents are prohibited from engaging in activities that aid or abet loitering on the building premises.
8. Personal property may not be chained or attached to any of the building's property – including but not limited to pipes, fences, railings etc. in the storage area or any other area of the building's common areas.

### **BUILDING SECURITY**

1. Do not automatically buzz someone into the building without first speaking with them via your intercom to ask who it is. If your intercom is buzzed and you are not expecting anyone then **DO NOT BUZZ THEM IN. FOR THE SAFETY OF ALL RESIDENTS, BE AWARE AND ON YOUR GUARD AT ALL TIMES!**
2. Do not hold a door open for anyone you do not know. If you are suspicious of someone, call the police.
3. Make sure all doors – lobby, service, and basement doors that exit to the Courtyard – close tightly behind you when entering or leaving the building.
4. Do not open your door to a person claiming to be a worker for the building unless the superintendent is also present.
5. Keys for all entrance doors to the building cannot be duplicated by anyone. They have to be ordered from the superintendent via written request stating why a key is necessary. The cost of the key is \$25.00. A refund of \$15.00 will be returned when the key is returned to the superintendent after you no longer have need for it.



## **NOISE**

1. 80% of all the floors throughout your apartment **MUST** be carpeted within 30 days of moving into the building. The Board reserves the right to have a designated agent of the Co-op, including, but not limited to, the superintendent or property manager, inspect any apartment for compliance following the move-in period or at any time when a noise complaint is made from your apartment.
2. Anything that emits sound – TV, radios, stereos, etc. – must be played at reasonable levels, i.e., nothing should be audible beyond the confines of your apartment, at all times and especially between the hours of 10:00 PM and 8:00 AM, which are The Belvedere's designated "Quiet Hours."
3. The practicing and/or playing of a musical instrument is also subject to the above rule.
4. All building residents are entitled to "quiet enjoyment" in their homes at all times. If you are informed by a neighbor that too much noise is coming from your apartment, please cooperate to reduce that noise, whether it's produced by people, audio equipment, or musical instruments.

## **SMOKING**

1. By order of the New York City Department of Health, SMOKING — tobacco, marijuana, or other tobacco and marijuana products in any form (cigarettes, cigars, pipes – as well as from electronic smoking devices of any kind— IS STRICTLY PROHIBITED in all common areas of the building. This includes the entranceway (A/K/A vestibule), lobby, stairwells, corridors, elevators, mail room, rooftop, basement, public spaces, and amenity spaces (for example, the Laundry Room, and Multi-Purpose room) of the building, and within 20 feet of any entrance to or window of the building.
2. All residents who choose to smoke in their own apartment must confine and are responsible for ensuring that any fumes from smoking — including, but not limited to, tobacco, marijuana, or other tobacco and marijuana products in any form (cigarettes, cigars, pipes – as well as from electronic smoking devices of any kind — to their own apartments and does not enter common areas of the building or any other residents' apartments. You may do so by opening a window, using devices that remove smoke from the air, and taking such other available measures to prevent second-hand smoke and odors from emanating from your apartment. Use of an air filter system is encouraged and recommended. Second-hand smoke and noxious odors that emanate from your apartment into the corridors or other apartment units are strictly forbidden and will be considered interference with the health, safety, and comfort of other tenants of the building. Please respect your fellow residents and confine smoking to your apartment.
3. This policy applies to all shareholders, residents, guests, employees, contractors, caregivers, service personnel, and any other person who enters the building.
4. **As noted, infractions of this Rule will be subject to fines as set forth above.**



## **BICYCLES**

1. All bicycles must enter and leave the building via Service Entrances exclusively.
2. Bicycle storage is available in the basement for a nominal monthly charge. If interested in storage, please contact the property manager to register your bike and to set up payment and for further details.
3. Storage **or** charging of e-bikes **or** scooters in the bike storage area **or in storage units** is prohibited. All e-bikes and scooters **kept in apartments** must be registered with management and a copy of homeowner's insurance must be provided. **Unaccompanied** charging of e-bikes and scooters **in apartments** is also prohibited.
4. Bicycles may not be chained or attached to any of the building's property – including but not limited to pipes, fences, railings etc.

## **STORAGE**

1. The Belvedere has a limited number of storage lockers available for the exclusive use of residents.
2. All storage lockers are assigned by the property management company. Please contact the property manager regarding availability and to arrange the payment of the nominal monthly fee when a storage locker is secured.
3. Residents are not allowed to store items outside the storage lockers, Any items outside of the storage lockers – including items chained or attached to the building's property – will be removed by an agent of the building, including, but not limited to, the superintendent or other staff assigned to the task by the property management company.
4. Effective May 1, 2026, only residents residing in an apartment are eligible to rent storage unit(s). No more than two storage units will be assigned per apartment. Residents who reside in an apartment assigned two or more units prior to May 1, 2026, may retain them until their apartment is sold.
5. When an apartment is sold, the assigned storage unit(s) must be vacated and the storage room key returned prior to or at closing. The storage unit(s) will then be returned to the Co-op's general inventory to be available to residents interested in renting one

## **DOGS**

1. Dogs must be on a leash at all times and must enter and leave the building via Service Entrances exclusively. **REMINDER: NEW YORK CITY LAW REQUIRES THAT DOGS BE LICENSED AND THAT YOU PICK UP AFTER YOUR DOG.**
2. Should your dog have an accident in any of the common areas of the building or any entrance to the building (main, side, entrance ramps, etc.), you must clean it up or contact the superintendent to report the issue.
3. **As noted, infractions of this Rule will be subject to fines as set forth above.**



### **DELIVERY OF FURNITURE, APPLIANCES, BULKY ITEMS**

1. All deliveries must be made through Service Entrances. It is your responsibility to instruct anyone making a delivery to you to use a Service Entrance. The superintendent must be notified three (3) days in advance of such deliveries as pads must be installed in the elevator. **DELIVERIES CAN ONLY BE MADE MONDAY THROUGH SATURDAY, FROM 8:00 AM TO 5:00 PM.**
2. You must secure a certificate of insurance (COI) from the company that is delivering your item(s) prior to their delivery. Contact the property manager for specifications.
3. When items are delivered in cartons, please arrange for the delivery person to remove cartons from premises. If these cartons are left on building property and the building is issued a summons, you will be held responsible for the summons.
4. You are responsible for notifying the Superintendent (or property manager) when deliveries or furniture removal is planned so that the elevators can be prepared. You are also responsible for any damages that occur as a result of the delivery, e.g., ripped wallpaper, cracked plaster, etc.
5. **As noted, infractions of this Rule will be subject to fines as set forth above.**

### **FOOD DELIVERY**

When any form of takeout is delivered to you, please ask the delivery person **NOT** to distribute or leave menus and such in the building.

### **WASHING MACHINES/LAUNDRY ROOM/APPLIANCES**

1. Washing machines are **NOT** allowed in individual apartments. A Laundry Room is available for your use in the basement.
2. The Laundry Room is for the use of building residents only.
3. **Infractions of this Rule – including damage to or misuse of Laundry Room equipment (washing machines, dryers, laundry card machine, and/or laundry carts) – will be subject to fines as set forth above**

### **RENOVATIONS/MAJOR ALTERATIONS**

1. A renovation or major alteration is a change to the unit that is not purely cosmetic. Examples range from floor refinishing and major skim coating or painting to complete kitchen and bathroom renovations that involve demolition, require New York City Department of Building (DOB) permits, and/or require an architect or engineer in the employ of the Co-op to review the plans.
2. All renovation or major alteration plans must be submitted to the Board for approval. Please contact the property manager to obtain an application and the guidelines prepared and approved by the Board. If you start a renovation or major alteration without Board approval, the property manager will deliver a notice or warning to immediately stop the work, to pay the



required \$2,500.00 security deposit, and to submit a scope of work plan, etc. The work will remain on hold until the Board reviews the application at its next scheduled monthly meeting. The Board reserves the right to administer a fine for non-compliance that may be deducted from the security deposit or charged separately in accordance with the procedure set forth above.

3. All contractors or similar individuals hired by a shareholder to perform ANY work on the shareholder's apartment must carry insurance in the amount of \$1 million. Please contact the property manager for details. A certificate of insurance (COI) must be provided to the property manager 24 hours in advance of the beginning of the work. You are responsible for any and all costs incurred above the \$2,500.00 security deposit due to damage, etc. The Board will set that amount at the next scheduled meeting and the procedure for its delivery will be in accordance with that set forth above for Rules infractions. Additional information is available in the alteration agreement that must be filed before work can begin.
4. All renovation/remodeling/maintenance work that may cause disturbance to your neighbors (including work causing noise or odors in apartments adjacent to, above or below you) may only be performed Monday through Friday, from 8:00 AM. to 5:00 PM. Such work may not be performed on any legal holiday.

### **MINOR ALTERATIONS**

1. The following are considered to be minor alterations (A purely cosmetic change that is not covered in the below would be something like backsplash tiling or the painting of a single wall):
  - a. Painting, wallpapering, and similar decorative work;
  - b. Sanding and staining of existing wood flooring;
  - c. Installing carpeting or similar floor covering (oil based paint and polyurethane not permitted).
2. For all such work, you must contact the property manager in advance and the property manager will supply you with the list of requirements as set forth by the Board before proceeding with the minor alteration. **If you're unsure whether your planned alteration falls in this category, please contact the property manager to clarify.**
3. **Failure to comply will result in a fine of \$500.00. The appeal process set forth above for infractions of Rules will be applicable in this situation.**

### **SALE OF APARTMENT**

Please contact the property manager for instructions on how to obtain a Purchase Application package, which must be completed by a prospective buyer. The application and related documents should be returned to the Transfer Department for processing. Upon completion, you will be contacted and advised if an interview with the Board will be scheduled.

### **MOVING IN/OUT**

1. All move-ins and move-outs must be approved, and scheduled, in advance by the property manager. The superintendent will not make provisions for the move-in or move-out without such approval.



2. The 84-12 35th Avenue Apartment Corp. requires a refundable security deposit of \$1,000.00 made payable to 84-12 35th Avenue Apartment Corp. from any shareholders moving in or out of the building.

3. Move-ins/move-outs may take place only during the following days and hours:

**MONDAY THROUGH FRIDAY - 8:00 A.M. TO 5:00 P.M.**

**MOVING AT ANY OTHER TIME IS STRICTLY PROHIBITED. MOVING COMPANIES WILL BE REFUSED ENTRY OUTSIDE OF THE SPECIFIED TIME PERIODS.**

4. Arrangements for moving furniture and other bulky items must be scheduled with the superintendent, and padding must be used in the elevators. If items are moved without padding in the elevator, the fines and/or legal action described above may result.
5. An appointment to move-in/move-out will not be approved unless the security deposit has been remitted.
6. Service Entrances must be used exclusively during move-ins/move-outs. For safety and security, do not leave the Service Entrance unattended if the door is open.
7. As the elevator is used by all residents, it should not be held unnecessarily while loading and unloading.
8. Please clean up any dirt and debris left during move-in/move-out from halls, elevator, basement, and street.
9. Subsequent to the move-in/move-out, the superintendent will perform a building inspection to determine if the move-in/move-out caused any damage. Repair of any damage or any necessary cleaning will be ordered by the property manager and the cost of such work will be deducted from the move-in/move-out deposit. The deposit may also be forfeited if the shareholder, resident, or sub-lessee fails to abide by any of the above move-in/move-out rules, including if the shareholder, resident, or sub-lessee attempts to move in or out outside of the specified time periods. If damages exceed the move-in/move-out deposit, you are responsible for these damages, e.g., ripped wallpaper, cracked plaster, etc.

### **SUBLET POLICY**

1. The Board has enacted a Sublet Policy in accordance with the provisions of the Proprietary Lease, which strictly prohibits subletting, except on the grounds of extreme emergency or undue hardship, which may include medical emergency, involuntary employment loss or reassignment, or involuntary military service requirement. Third-party subletting is strictly prohibited.

**Requirements:** The shareholder must have resided in the premises for a minimum of five years (three [3]-year minimum requirement for shareholders who are record owners as of January 2012). The criteria for or granting of a sublet application will be determined by the Board, in its sole discretion. This Sublet Policy shall be applicable to all shareholders, including those who have previously been granted permission to sublet, as well as any and all future sublet applications or renewals. The total number of permitted sublets [apartments occupied by



non-owners] allowed by the Board during any applicable time period shall not exceed twenty (20%) percent of all the apartments.

For more information and a full copy of the policy and the requirements, please contact the property manager.

2. In the event of any default or violation of the Sublet Policy, whether by the subtenant or the shareholder, which requires communication from the property manager and/or the Board, a fine in the amount of \$500.00 shall be charged by and due to the Co-op, payable by the shareholder, and said amount shall be added to the shareholder(s)' maintenance account as "additional rent due" and shall be subject to collection.
3. If a shareholder(s) sublets the premises without the prior consent and approval of the Board, then a notice will be sent to the shareholder(s) and subtenant(s) to end the illegal sublet in thirty (30) days to provide time for the shareholder to remove the illegal subtenant voluntarily without a penalty fee or further legal action, except for the fine described above. If the illegal sublet is not corrected within the thirty (30) day notice period, then a \$250.00 per month penalty will be imposed and added to the maintenance bill as long as such illegal sublet continues. The shareholder will forfeit any right to approval from the Board to sublet in the future. Subletting without approval from the Board is deemed a breach of the terms of the Proprietary Lease and grounds for cancellation and revocation by the Co-op, in addition to any other remedy at law or equity the Co-op may have.
4. Any on-demand, short-term rental option – including, but not limited to, Airbnb – are strictly prohibited.

### **HOMEOWNERS INSURANCE**

The Co-op maintains insurance coverage for the building. However, these policies do not cover your personal liability, personal property, or betterments, and improvements to your apartment. It is required that all shareholders obtain and maintain a homeowner's insurance policy with the following minimum limits:

- General Liability - \$100,000.00
- Property Damage - \$50,000.00
- Contents - \$50,000.00

Having homeowner's insurance will protect you in the event that your apartment or personal possessions are damaged due to fire, flooding, or other peril, or if you cause personal injury or damage to other apartments or common areas.

### **MULTI-PURPOSE ROOM**

1. The Multi-Purpose Room is available for the enjoyment by all residents of The Belvedere from 9:00 AM to 9:00 PM daily. Specific questions regarding the Multi-Purpose Room can be addressed to the property manager.
2. General use of the multi-purpose room is limited to no more than two (2) hours at a time to ensure that the space is justly shared.



3. Adult supervision of the room is required for all persons under the age of 18.
4. The maximum number of guests permitted per apartment in one visit is six (6).
5. For security purposes, each apartment has a unique code to open the door to the Multi-Purpose Room. Residents will not have open access to the room before or after these hours. If you do not have a code, please contact the superintendent. Shareholders and/or residents are not authorized to give their code to non-shareholders. The only non-shareholders and/or residents permitted to have access are immediate family members and caregivers, e.g. grandparents, brothers, sisters, and/or babysitters. Regardless of who is using the room, the ultimate responsibility for the use of the room is with the shareholder and/or resident whose code is used to enter the room and/or provided access and permission to use the room.
6. Music should only be played when it is acceptable to all residents in the room and should be kept at a reasonable level. No live or amplified music is permitted in the Multi-Purpose Room.
7. Commercial or community use including, but not limited to social, religious or political clubs, or organizations of the multi-purpose room is prohibited.
8. Illegal activity of any kind is strictly prohibited.
9. Smoking (in any form) and all alcoholic beverages – wine, beer or liquor – in the Multi-Purpose Room is strictly prohibited.
10. Shareholders and residents will be trusted to maintain the cleanliness of the Multi-Purpose Room. Shareholders and residents are expected to remove all food, beverages, and trash after using the room. The room must be returned exactly in the way it was found. All personal items shall also be removed at the end of each use.
11. Hanging or attaching objects to the walls, pipes or fixtures in the Multi-Purpose Room is not allowed. The Co-op is not responsible for any shareholders and/or resident items left or damaged in the multi-purpose room.
12. Storage of any type is not permitted in the Multi-Purpose Room. Using the Multi-Purpose Room as a studio or workshop is prohibited.
13. Use of bicycles, skateboards, rollerblades, or scooters is not permitted-in-the Multi-Purpose Room at any time. Pets are not permitted in the Multi-Purpose Room.
14. A video surveillance system has been installed for security purposes.
15. Shareholders and/or residents agree to indemnify and hold the Co-op harmless from all liability, loss, damage and expense to personal items, property or bodily injury while using the Multi-Purpose Room.
16. The Board reserves the right to delete or add guidelines as necessary. A fine may be imposed for any breach or infraction of any of the rules herein and a breach of these rules may be grounds for revocation of use of the Multi-Purpose Room in addition to any other remedy at law or equity that the Co-op may have.



## **THE GARDEN COURTYARD (“COURTYARD”) AND WALKWAY**

Our Courtyard and the Walkway are to be used solely as a quiet sitting area for our shareholders, tenants, subtenants, residents, and guests and/or licensees (collectively known as “Residents”). In order to protect the unique environment of our Courtyard and the Walkway, and to ensure that it can be used without disturbing those whose apartments face the Courtyard and the Walkway, the following rules strictly apply to Residents. Shareholders are responsible for all acts committed by their household members, subtenants, guests, and/or licensees:

1. **Conversation** – including cell phones and other portable devices
  - a. **Morning** (9:00 AM to 11:00 AM) **Intimate Conversation**. Talking permitted only between people sitting on the same bench or within comparable proximity to each other. Such conversations must not be audible to anyone else.
  - b. **Daytime**: (11:00 AM to 6:00 PM) **Room Level Conversation**. Talking is permitted at a level that would be audible to others in an area equivalent to a normal-sized room but not beyond. People may only have conversation in a reasonable proximity to each other.
  - c. **Evening** (6:00 PM to 9:00 PM) **Intimate Conversation** as described in “a” above.
  - d. **Night and Early Morning** (9:00 PM to 9:00 AM): **No conversation** and no noise of any time at any level is permitted. This includes use of headphones.
2. **Children** – Young children of Residents and their guests are welcome as long as they are supervised by adults and stay on the paved brick areas and are generally capable of complying with the noise rules described in “1” above. Sports or any games of motion such as ball playing, Frisbee, tag, etc. are not allowed as they could result in damage to the plants and apartment windows.
3. **Smoking** – not permitted.
4. **Food and Drink** – permitted as long as one cleans up afterwards.
5. **Private Parties** – not permitted.
6. **Pets** – not permitted in the Courtyard or Walkway at any time and pets are not permitted to be taken out of the building to the street via the Walkway.
7. **Audio Equipment** – permitted only with headphones and not audible to others from any distance.
8. **Bicycles, Scooters, Skateboards, Roller Blades, etc.** – not permitted at any time.



9. **Barbeque Equipment** – not permitted at any time other than in functions sponsored by the Co-op.
10. **Furniture** – Residents are not permitted to bring their own chairs and tables for seating and are asked to use only the seating provided for by the Co-op.
11. **Solicitation of any person or group for any commercial purpose is prohibited.**
12. **Inclement Weather** – Since the Courtyard and Walkway is mainly for sitting and relaxation, the walkways might not be cleared immediately after snow or ice storm, and might not be easily passable during or after heavy rain. People using the Courtyard and the Walkway while snow or ice is on the ground or when flooding conditions exist, do so at their own risk. Residents are encouraged to use the street sidewalks when there is inclement weather and to avoid the Courtyard and Walkway.
13. **All Residents must stay on the paved areas.**
14. **Pigeons, Squirrels, etc.** – The feeding or harboring of these and all other non-domestic animals anywhere in the Courtyard and Walkway is prohibited. It creates unsafe and unsanitary conditions and attracts still more of these animals.

**Courtyard and Walkway Rules Infractions** (This section only relates to the Courtyard)

1. Upon the **FIRST** violation of any of these Courtyard and Walkway (“Courtyard”) Rules, a written warning letter will be sent to the shareholder who violated the Rules or whose subtenant, guest, and/or licensee violated the Courtyard Rules.
2. Upon the **SECOND** violation of any of these Courtyard Rules, a fine will be imposed to the shareholder who violated the Rules or whose subtenant, guest, and/or licensee violated the Courtyard Rules.

**Fines:** The amount of the fine will range from \$50-200 depending on the nature of the infraction. In all cases, fines will be the responsibility of the shareholder, even if he, she, or they has or have a subtenant, guest, and/or licensee who committed the alleged infraction. In general, issues of minimal forgetfulness will result in a minimal fine while violations that show a more flagrant or repeated disregard for the rights of others (i.e. excessive noise) will warrant a higher amount.

**Appealing a Fine:** If a shareholder feels that he, she, or they has or have been fined improperly, a letter or email can be sent to the property manager explaining the situation. This should be received within two weeks of the date appearing on the fine notice. The Board will review the appeal at its next scheduled meeting and reply.

**Payment:** Fines will appear on the maintenance statement within a month or two of the infraction. Unless the matter is still in appeal, the fine is due and payable on the same terms as the monthly maintenance, including applicable late charges. For shareholders on ACH automatic debit, the fine will be debited as per the original signed consent when the ACH arrangement was set up. Any unpaid fines will be treated as unpaid maintenance charges and collection action will be enforced as per the proprietary lease.



3. Upon the **THIRD** violation, a *Notice to Cure* will be served on the Shareholder who violated the Courtyard Rules or whose household member, subtenant, guest, and/or licensee violated the Courtyard Rules under the procedure set forth in the proprietary lease.

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I have read and understand all of the House Rules and agree to abide by building policy regarding all during my residency at The Belvedere.

Agreed to by:

\_\_\_\_\_  
Shareholder/Prospective Shareholder

\_\_\_\_\_  
Shareholder Prospective Shareholder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date