## 135 WILLOW OWNERS CORP.

## **HOUSE RULES**

May 22, 2024

## 135 WILLOW OWNERS CORP. HOUSE RULES

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#### 135 WILLOW OWNERS CORP.

#### **HOUSE RULES**

#### A. Public Areas.

- 1. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building, and access to the stairwells or fire hoses shall not be obstructed in any way.
- 2. Children are not permitted to play in the lobby, hallways, stairwells, or elevators, and are not permitted on the roof unless accompanied by a responsible adult.
- 3. No part of any hallway serving as a means of access to apartments on any floor of the building, including the door or door frame of an apartment, may be decorated or furnished by any resident or residents in any manner without the prior consent of all of the residents of such floor and the approval of the Board of Directors.
- 4. No articles of any kind, including, but not limited to, welcome mats (or comparable rugs or carpeting), shoes, boots, umbrellas, bicycles, tricycles, scooters, strollers, baby carriages or similar vehicles, nor any object that is wet, shall be placed or allowed to stand in the lobby, hallways, passageways, stairwells, or other public areas of the building.
- 5. Smoking in public areas of the building, including, but not limited to, the lobby, hallways, stairwells, roof, basement, and elevators, is prohibited.
- 6. Bicycles, roller skates, skateboards, scooters, and other such items, may not be utilized in the building, but must be carried outside the building before being put in use. Bicycles may not be walked through the lobby of the building but must be taken in and out of the building via the ramp to the basement located to the south of the building entrance.

#### B. Exterior of Building.

- 1. No sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the building, except as approved by the Board of Directors.
- 2. The placement of any objects on the exterior windowsill of an apartment, including, but not limited to, plants, flower boxes, or bird feeders, is prohibited. Nor shall anything be hung or shaken from the doors, windows, or terraces, or roof of the building.
- 3. No awnings, exterior air—conditioning units, or ventilators shall be used in or about the building except those expressly approved by the Board of Directors or the Managing Agent, nor shall anything be projected out of any window of the building without such approval.
- 4. Air conditioners shall be properly bracketed in accordance with applicable New York City regulations and these rules, and are subject to inspection by the Superintendent, upon reasonable notice, to ensure compliance.
- 5. Pigeons or other birds or animals may not be fed from the windowsills, terraces, balconies, or in the courtyard spaces, or other public areas of the building, nor on the sidewalk or street adjacent to the building.

6. Satellite dishes or antennas shall not be attached to or hung from the exterior of the building without the prior written approval of the Board of Directors or the Managing Agent.

#### C. <u>Interior of Apartments</u>.

- 1. Each resident shall keep their apartment and its appurtenant areas in a good state of preservation, maintenance, repair, and cleanliness in accordance with the terms of the By–Laws.
- 2. No resident shall permit anything to be done or kept in their apartment, or in any public area of the building, that would:
  - a. increase the rate of insurance of the building, or the contents thereof, without the prior written consent of the Board of Directors.
  - b. result in the cancellation of insurance on the building or the contents thereof; or
  - c. violate any law. No resident or any of their family members, agents, employees, licensees, or visitors shall, at any time, bring into or keep in their apartment any flammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such apartment.
- 3. Each apartment shall have installed in an appropriate location or locations, one or more smoke detectors, in compliance with New York City code, which shall always be maintained in operational condition.
- 4. Unless otherwise expressly authorized by the Board of Directors, the floors of each apartment must be covered with rugs, carpeting, or equally effective noise reducing material to the extent of at least 80% of the floor area of each room, excepting only kitchens, bathrooms, closets, and hallways.
- 5. Washing machines, clothes dryers, and kitchen garbage disposals may not be installed in apartments. Dishwashers may be installed, with the appropriate electrical power and by a licensed New York City plumber and must be fitted with a check valve to prevent backflow of hot water and suds.
- 6. The Superintendent, the Managing Agent, other agents of the Cooperative Corporation, and any contractor or workman authorized by the Board of Directors or the Managing Agent, may enter any room in any apartment at any reasonable hour of the day, on reasonable prior notice to the apartment resident, for the purposes of inspecting and taking such measures as may be necessary to effect repairs or maintenance functions, or to control or exterminate vermin, insects, or other pests; however, such entry, inspection and other activity shall be done in a manner so as not to unreasonably interfere with the use of such apartment for its permitted purposes.
- 7. No jetted bathtub, spa, whirlpool, Jacuzzi, or sauna shall be installed in any apartment.
- 8. The Superintendent is to be informed immediately of any emergency water leaks, gas leaks, or electrical conditions. If he is unavailable, the doorman should be asked to contact the Managing Agent.

#### D. Trash, Recycling, Compactor Room.

- 1. The following procedures shall be observed with respect to the compactor room trash chute on each floor:
  - a. All household garbage and wet debris must be securely wrapped or bagged to fit easily into and fall to the bottom of the trash chute. Oversized waste items should be brought down into the basement compactor room.
  - b. Such garbage and debris should be completely drip-free and carefully carried from the apartment to the compactor room in a drip-proof container and then placed into the trash chute so that it drops to the basement compactor for disposal.

- c. Recyclable items shall not be placed into the trash chute but must be placed in the recycling bins designated for such items. Paper and cardboard go into the short bins, plastic, metal, and glass goes into the tall bins. Oversized items should be brought downstairs into the basement.
- d. Under no circumstances should the following items be placed in the trash chute: carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil-soaked rags, empty paint or aerosol cans, lighted cigarettes or cigar stubs, or any other flammable, explosive, cat litter, or any other combustible substances.
- e. Vacuum cleaner bags or other residue should not be emptied into the trash chute. Such material should be wrapped in a securely tied bag or package and then be placed into the chute.
- f. The superintendent should be notified promptly of any wet or dripping refuse in any compactor room.
- 2. For purposes of recycling, cardboard, or other paper—based food containers, such as cereal boxes, pasta boxes, and cracker packages, are considered recyclable paper. Such items should be broken down and flattened before being placed in the recycling bin designated for paper. Pizza boxes must be rid of food fragments before being discarded.
- 3. Any item that cannot fit in the trash chute or that obstructs access to the chute, the recycling bin(s), or to the compactor room itself, including, but not limited to, packaging from appliances, liquor or wine cartons, cardboard boxes, and bagged shredded paper, shall not be left in the compactor room, but must be brought to the basement and left in the area immediately north of the elevator doors.
- 4. Broken glass may not be placed in the trash chute or either of the recycling bins. It must be placed in a secure enclosure clearly marked, "BROKEN GLASS," and placed on the floor of the compactor room where it will not impede access to the chute or either of the recycling bins. If that is not possible, it must be taken to the basement and placed in the area north of the elevators that is designated for oversized trash items.
- 5. The Department of Sanitation picks up garbage at the curb beside the Service Entrance on certain days. If you are disposing of appliances or other large items, consult the Superintendent about an appropriate time to remove them from the building.
- 6. Food scraps, food-soiled paper (including pizza boxes,) and other organic matter like house plants or flowers are now being collected for composting. Compostable waste can be deposited into the brown bins in the compactor room.

#### E. Roof and Terraces.

- 1. The main roof of the building is available only for the use of building residents and their authorized guests. Pets are not permitted on the main roof of the building.
- 2. While present on the main roof of the building, residents, their guests, and any others who visit the building with the consent, permission, or at the behest of any resident, must walk only on the paved portion of the roof Walking, placing any object, or engaging in any other activity on the non–paved portion of the roof is strictly prohibited.
- 3. No personal items, including, but not limited to, chairs or other furniture, may be left on the main roof of the building.
- 4. Smoking and the consumption of alcoholic beverages on the main roof of the building are strictly prohibited.
- 5. In no event is anything of any sort to be thrown or dropped from the main roof of the building.

- 6. Cooking of any type, whether by flame, gas, electricity, or any other means whatsoever, on the main roof, the terraces, or the rear patio (garage roof) of the building is strictly prohibited.
- 7. Furniture on the main roof should be kept at least three feet away from the parapet wall at all times.
- 8. No resident shall install any plantings on a terrace or the main building roof or garage roof without the prior approval of the Board of Directors. Approved plantings shall be contained in wooden planters lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony, or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile planters, which shall be at least three inches from the parapet and flashing. The floor of such planters shall be made of drainage tiles with suitable weep holes at the sides to draw off water. It shall be the responsibility of the resident to maintain the planters in good condition, and the drainage tiles and weep holes in operating condition. Any planter that is permitted to be placed on the garage roof must be fitted with a saucer or other apparatus to prevent water from draining directly onto the surface of the garage roof. Planters may not be used to create any sort of barrier or partition on either roof.
- 9. Use of the paved area behind the building, which also is referred to as the "garage roof," must be limited to quiet activity. Ball playing, bicycle, or tricycle riding, running, children's games, parties, loud music, or any other activity that does or may create noise or disturb fellow residents, particularly those whose windows and rear apartment doors face or open onto the garage roof, are not permitted. Those who use the garage roof must be mindful of the rights of privacy and quiet enjoyment of their fellow residents living in the first-floor rear apartments. Dropping or throwing cigarette butts or any other refuse from upper floor windows onto the garage roof is strictly prohibited.
- 10. The garage roof is not to be used by any resident for storage of any items, including, but not limited to, electric grills, bicycles, furniture, or gardening equipment.

#### F. Visitors.

- 1. All visitors to an apartment in the building must identify themselves to the doorman, who will then contact the resident via intercom to authorize the visitor's entry. In the event any resident wishes to by—pass this procedure, they must provide the names of prospective visitor(s) in advance to the doorman then on duty. If a resident wishes to allow a visitor to enter their apartment on a regular or continuing basis, and/or provides an apartment key to any such person, the resident shall complete an authorization form, copies of which are available at the doorman's station, and leave same with the doorman. A copy of this form is annexed to these rules as Attachment 2.
- 2. Under no circumstances should residents admit any persons to the building without carefully identifying them and approving their entrance. This is particularly important when the doorman is on a meal break or otherwise not at their post.
- 3. In the event that any resident wishes to host more than ten (10) guests on the main roof of the building at any given time, seventy—two (72) hours' notice must be provided to the Superintendent and management company for approval. Any resident who so uses the main roof is responsible for cleaning up after their guests.

#### G. Deliveries.

1. For security reasons, messengers and delivery persons must sign the register kept by the doorman when they arrive and depart. After being announced by the doorman, the messenger or delivery person may use the elevator and make delivery to the intended apartment when the resident is at home or has arranged for someone to receive delivery.

- 2. The doormen are authorized to receive packages on behalf of residents unless such authorization is specifically revoked by the resident. Packages are maintained by the doorman in a locked lobby closet. The doorman maintains a daily list of packages received for residents. When you receive your package from the doorman, you will be asked to sign this list to confirm receipt. A resident may authorize the doormen to sign for certified or registered mail, or other items. The authorizing resident shall fully bear any risk involved.
- 3. The Cooperative Corporation is not responsible for mail, packages, or other objects entrusted to the doorman by residents.
- 4. The building's delivery entrance, reached by the ramp to the south of the main entrance, is to be used for:
  - a. moving in and moving out;
  - b. furniture and other items too large to be left with the doorman;
  - c. construction supplies or other items used in a renovation project; or
  - d. any item too heavy for the resident to carry, in which case the Superintendent may be asked to arrange for a porter to assist.

#### H. Pets.

- 1. Before any dog, cat or other pet may be permitted to reside in an apartment in the building, the shareholder or prospective purchaser, as the case may be, shall obtain the prior approval of the Board of Directors. In order to obtain such approval, the pet owner shall complete and submit to the managing agent both the 135 Willow Owners Corp. Pet Application and Registration form and the 135 Willow Owners Corp. Pet Rules and Regulations, which documents constitute Attachment 3 to these House Rules, are incorporated by reference into the Rules, and are considered part hereof.
  - a. Service animals are not considered pets. Service animals will be allowed as required by the American Disabilities Act and any other applicable laws. All regulations regarding service animals will be strictly adhered to.
- 2. In addition to the requirements of paragraph 1 above, the Board of Directors shall be afforded an opportunity physically to observe the pet and, at its discretion, to require that the prospective pet owner submit references concerning the pet from prior landlords and co-op or condominium boards.
- 3. Either in addition to, or in lieu of, meeting the pet prior to the shareholder's acquisition of the pet, the Board may, at its sole discretion, require the owner to provide proof, within six (6) months of acquiring the pet, that he/she completed pet obedience training. Such proof shall be required, however, if the pet is less than six (6) months of age at the time of application or if the pet has been acquired from a shelter.
- 4. Subject to the discretion of the Board in any given case, the weight of any pet to reside in the building shall not exceed forty (40) pounds. If the pet is under a year old, its breed must be such that its weight would not typically exceed forty (40) pounds as an adult.
- 5. Residents wishing to have dog or cat visitors must meet their guests at the front desk before they can be permitted into the building. Both the visitor and the resident must complete a guest pet registration form (see page 19.)
  - a. Guest pets are subject to the same rules that apply to resident pets contained within these House Rules, including the Pet Rules and Regulations in this section.
  - b. Residents are responsible for any guest dog or cat permitted into the building as per the registration form.
  - c. The resident host must be present at any times there is a guest dog or cat in their residence.

- d. Any guest dog or cat exhibiting bad behavior on entry can be refused entry at the discretion of building staff. Any guest dog or cat exhibiting bad behavior while in the building be ordered to leave and/or be barred from future entry.
- e. Guest dogs must wear a collar or harness with their licenses and have identification with the pet owner's telephone number.
- f. Guest dog and cat visits should be for a fixed time period. Any resident wishing to have a pet visitor for longer than two weeks must obtain approval from the board of directors.
- 6. Only pets belonging to shareholders and approved guests are permitted in the lobby, halls, or other public areas of the building, and only for the purposes of ingress to or egress from the pet owner's apartment. Pets must be on a leash or under comparable restraint at all times while in any public area of the building.
- 7. Pet owners are expected to supervise their pets so as to exercise consideration for others who live in or visit the building, and to observe the provisions of these House Rules relating to noise and cleanliness in relation to their pets. Dogs must be taken a reasonable distance beyond the northernmost or southernmost boundaries to be curbed.
- 8. When a dog walker picks up or returns a dog that resides in the building, any other dogs in their custody at such time must remain no closer to the building than the sidewalk but shall not block the building entrance.
- 9. Pet-sitting for any pet other than one that is authorized to reside in the building is prohibited, unless expressly approved in advance by the Board of Directors.

#### I. Noise.

- 1. No resident shall make or permit any disturbing noises in the building or do or permit anything to be done therein that will interfere with the rights, comfort, or convenience of other residents.
- 2. No resident shall play or permit the playing of any musical instrument or the operation of a radio, television, or other device that emits sound through a speaker or equivalent mechanism in such resident's apartment between the hours of 10:00 p.m. and the following 8:00 a.m. if the same disturbs or annoys other occupants of the building.
- 3. The slamming of doors is to be avoided, especially in the early morning and late-night hours.
- 4. No construction, repair work, or other construction or apartment renovation that produces noise shall be conducted in any apartment except on weekdays (not including legal holidays) and may be performed only between the hours of 8:30 a.m. and 4:30 p.m.

#### J. Move-In and Move-Out.

- 1. Move—ins and move—outs require approval by the Managing Agent at least five (5) business days prior to the move—in or move—out. Move-ins and move-outs are permitted only between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. Move-ins and move-outs are not permitted on weekends or holidays.
- 2. The Superintendent must be notified in advance of such moves and arrangements must be made with the Superintendent to use one of the passenger elevators, as there is no freight elevator. The elevator shall not be taken out of service entirely during a move. The movers must bring as many items as possible into the basement hall near the elevator, load the elevator, take it to the proper floor, unload items into the hall, and release the elevator for others' use while items are moved into or out of an apartment.
- 3. In the event of a sale of an apartment:

- a. a non-refundable move—out fee of \$250.00, in the form of a check payable to 135 Willow Owners Corp., shall be delivered by the seller at closing to the co—op corporation's representative; and
- b. a non-refundable move-in fee of \$250.00, in the form of a check payable to 135 Willow Owners Corp., shall be delivered by the purchaser at closing to the co-op corporation's representative.
- 4. In the case of a sublet, there also shall be a non-refundable move-in and move-out fee, respectively, of \$250.00, in the form of a check payable to 135 Willow Owners Corp., each of which shall be the responsibility of the shareholder to deliver to the Managing Agent in advance of either the move-in or move-out.
- 5. It is a condition of receiving approval for either a move—in or move—out that the applicable fee(s) be paid as provided in this Rule.
- 6. If, after completion of the move—in or move—out and inspection of the subject apartment by the Superintendent and/or the Managing Agent, it is determined that there was damage to any part of the building or related facilities or appurtenances caused by the move—in or move—out, and the cost of repairs or replacements resulting from such damage exceeds \$250.00, the seller or sublessor, as the case may be, shall pay the excess amount, by check payable to 135 Willow Owners Corp. delivered to the Managing Agent, within ten (10) business days after written demand, and the same shall be collectible as additional rent or maintenance.
- 7. The party moving in or out shall have in place appropriate insurance for all damages or costs that may result from the move–in or move–out.

#### **K.** Apartment Renovations.

- 1. Any renovation work in an apartment requires the approval of either the managing agent or the board of directors, respectively, depending upon whether it is considered a "minor" or a "major" renovation.
- 2. The definitions of "minor" and "major" renovations, the procedure for seeking approval of an apartment renovation, and the rules governing all such renovations, are contained in the "135 Willow Owners Corp. Renovation Package, August 2009 Edition," a copy of which may be obtained from the Managing Agent, Gary Glabman, Marin Management Inc., (212) 213-0123, ext. 232. The Renovation Package is incorporated by reference into these House Rules and made a part hereof.

#### L. Showing Of Apartments for Sale.

- 1. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction or other sale of the contents of an apartment be held, without the prior consent of the Board of Directors.
- 2. "Open Houses" or other group showings of an apartment that is being offered for sale, whether such showings are conducted by the selling shareholder or by the shareholder's authorized real estate broker or agent, are prohibited.
- 3. A shareholder who retains a real estate broker or agent in connection with the sale of their apartment shall advise each such broker or agent that "Open Houses" or other group showings are prohibited by the House Rules and shall request that the broker's or agent's records reflect that prohibition.
- 4. Any potential buyer of an apartment, or other person, who is in the building in connection with the showing of an apartment that is being offered for sale, shall be accompanied at all times by the selling shareholder or by the selling shareholder's authorized real estate broker or agent while in the apartment being offered for sale or in any public area of the building. If such person(s) are shown the main roof of the building, it shall be the shareholder's responsibility to enforce the requirement that they walk only on the paved area of the roof.

#### M. Garage.

- 1. The building garage is for the exclusive use of residents of the building, pursuant to a license agreement entered between the shareholder and the Cooperative Corporation for the particular parking space that the shareholder occupies.
- 2. A shareholder who does not currently occupy a space in the garage may request that their name be added to the garage waiting list maintained by the building's managing agent. Such requests must be made in writing to the managing agent.
- 3. Any shareholder may obtain from the managing agent a copy of the "135 Willow Owners Corp. Parking Garage Waiting List Policy," which was adopted by the board of directors on October 1, 2012, and has been annexed hereto as Attachment 1 into these House Rules and made a part hereof.

#### N. Building Employees.

- 1. Residents shall not request that any employee of the building leave their post to perform personal errands or that they leave the building on any of their private business.
- 2. Residents shall not request that any non-supervisory employee of the building leave their post to perform personal repairs or maintenance for the resident. In accordance with Paragraph 18a of the Proprietary Lease, personal repairs or maintenance include painting of interior walls, ceilings or fixtures; installation of kitchen or bathroom fixtures or appliances; window washing; and maintenance, repair or replacement of any lighting and electrical fixtures, appliances and equipment. Such employees are prohibited from performing these activities during working hours, but residents may arrange with an employee to perform such activities outside of their working hours on an independent contractor basis.

#### O. <u>Homeowner's Insurance</u>.

- 1. Each shareholder shall, at their sole cost and expense, obtain and keep in full force and effect throughout the term of their Proprietary Lease comprehensive public liability and personal property damage insurance (hereinafter, "homeowner's insurance") against claims for personal injury, death or property damage (including, but not limited to, loss due to fire or water) occurring in, upon, adjacent to or connected with the shareholder's apartment or the building or any part thereof.
- 2. The homeowner's insurance policy shall be written, in form and content acceptable to the Corporation as determined by its Board of Directors, by a good and solvent insurance comp- any of recognized standing licensed to do business in the State .of New York, and, to the extent obtainable at a reasonable cost, shall name the Corporation as additional insured as its interest may appear.
- 3. The minimum coverages of such homeowner's insurance, which may be changed from time to time by the Board of Directors at its discretion, shall be: (a) Personal Property: \$25;000, plus an adequate amount to cover alterations and improvements to the apartment made by the shareholder; and (b) Liability: \$1,000,000 per incident.
- 4. Each shareholder shall submit to the Corporation a certificate evidencing such insurance, in form and content acceptable to the Corporation as determined by its Board of Directors, within five (5) days after the initial purchase of the required insurance policy, or within five (5) days of the effective date of this House Rule as set forth below, and no more than ten (10) days after each renewal thereof. Such certificate(s) shall be submitted to the Corporation's managing agent, Marin Management Corp., Attn: Mr. Gary Glabman, 157 E. 25th Street, New

York, NY 10010. Upon the Corporation's request, the Shareholder also shall provide, in the same manner, true and complete copies of the insurance policy itself.

- 5. The failure of a shareholder to obtain and keep homeowner's insurance as described above shall constitute a default under the Proprietary Lease.
- 6. The effective date of this House Rule O is February 1, 2019.

#### P. Sublet Rules.

- 1. All sublets require submission of a sublet package which includes an application, the approved form of sublease agreement and the sublet rules, which appear as Section P of the House Rules, and an interview of the proposed sublessee as well as recommendation by the Admissions Committee and approval by the Board.
- 2. Sublets, and renewals of sublets, will be approved only for a one—year term. Multi—year sublets and sublets for less than one year will not be considered. A full year's sublet fee will be charged to the subletting shareholder even if the full—year term of the sublet has not been fulfilled.
- 3. All re–sublets with an existing sublessee shall require submission of a sublet renewal agreement in the Cooperative Corporation's standard form to the Cooperative Corporation's managing agent, recommendation by the Admissions Committee, and approval by the Board. The Admissions Committee and/or the full Board reserve the right to re–interview the sublessee at the time of the requested sublet renewal.
- 4. All re–sublets with a new sublessee shall comply with all the requirements applicable to new sublets, including those set forth in Paragraph 1 hereof.
- 5. A maximum of ten (10) sublets may be in effect at any one time. If written requests for sublets are received during any period of maximum sublets, a waiting list shall be established.
- 6. All sublets are subject to payment by the subletting shareholder to the Cooperative Corporation of a sublet fee computed in accordance with the Schedule of Fees set forth below. Payments shall be made on the first day of each month during the entire term of the sublet, including all re—sublets. Failure to pay when due shall constitute a breach of the Proprietary Lease by the subletting shareholder.
- 7. If, upon termination of a sublet, whether at the end of its term or prior thereto, the subletting shareholder wishes to re–sublet their apartment, whether to the existing sublessee or to a new sublessee, the following sublet fees shall apply:
  - a. If the re–sublet occurs within one year from the date of such termination, the sublet fee shall be the percentage of maintenance applicable as if the new sublet were a continuation of the prior sublet and the sublet fee shall be that which applies to the aggregate year measured from the initial sublet.
  - b. If more than one year has elapsed from the date the prior sublet terminated, the sublet fee shall be that which applies to a first year sublet. In all other respects, the Schedule of Fees then in effect shall apply.

#### Schedule of Fees for Sublet of Shareholder Apartment

Year	Percentage of Maintenance
1	30%
2	30%

3	35%
4	35%
5 and up	40%

The Cooperative Corporation's policy on pets set forth in the House Rules, as the same may be amended, applies to sublets and must be strictly complied with by the sublessee.

- 8. If the subletting shareholder has a license from the Cooperative Corporation to use a parking space in the building garage, the parking license shall terminate as of the effective date of the sublet and neither the subletting shareholder nor the sublessee shall have any rights in or to the parking space. The subletting shareholder may submit an application for a parking space in the garage no earlier than three (3) months prior to the expiration date of the final term of sublet (including all approved renewals), and the same shall be treated as a new application.
- 9. The effective date of this House Rule P is February 1, 2020.

#### Q. Personal Mobility Devices

- 1. Bike storage space is available for rent. Please check with the managing agent for availability. A shareholder may request that their name be added to the garage waiting list maintained by the building's managing agent.
- 2. In response to the many recorded incidents of significant damage, injury, and sometimes death, large lithium ion batteries used for mobility devices including e-bikes, scooters, and the like are prohibited from being charged anywhere inside or around the immediate exterior building. E-bikes and their batteries must be UL2849 certified to enter the building, and all other personal mobility devices and their batteries must be UL2271 certified. Devices meeting these standards may enter but may not be charged in the building. ADA approved mobility devices are excluded.

#### R. Miscellaneous

- 1. These House Rules are applicable to all shareholders and to any and all individuals who reside in their apartments.
- 2. Political activity and commercial solicitation, including, but not limited to, the posting of signs (other than on the bulletin board in the basement laundry room), are prohibited.
- 3. No vehicle or other object belonging to a resident of the building, or to a member of the family or guest, subtenant or employee of a resident, shall be parked or otherwise placed in such a manner as to impede or prevent access to any entrance to the building, including, but not limited to the garage door, by any person or other vehicle.
- 4. These House Rules may be amended or repealed, in whole or in part, at any time by resolution of the Board of Directors of the Cooperative Corporation.
- 5. The Board of Directors shall have the discretion to enforce these House Rules by appropriate means, including, but not limited to, the imposition of fines or administrative fees for any violation. Such fines or administrative fees shall be collectible as additional maintenance.
- 6. These House Rules go into effect as of the date set forth below and supersede and replace any and all prior versions of such rules.

**BOARD OF DIRECTORS** 

### 135 WILLOW OWNERS CORP.

September 13, 2023

#### 135 WILLOW OWNERS CORP. HOUSE RULES

#### **House Rules Change History**

Changes made by the 135 Willow Owners Corp. Board of Directors since Jan 2022 will be summarized here for 5 years

#### September 2023

- All sections: Greek numerals (i, ii, iii) in subsections replaced with corresponding letters (a,b,c)
- Section B #6 slightly amended to include Satellite Dishes
- Section D #1A, amended to instruct on oversized trash items
- Section D #1C, slightly edited to add recycling designations
- Section D #1D added "cat litter" to the combustibles section
- Section E rule #6 moved to #9
- Section E rule #7 moved up to become rule #6
- Section E new rule #7 regarding furniture distance to parapet wall
- Section E rule #9 moved to #10
- Section F rule #3 changed to increase max guest count on roof from four people to ten
- Section M new rule #4 regarding additional bike storage

#### October 2023

- Miscellaneous formatting fixes
- Section Q changed from Miscellaneous to Mobility Devices
- Section N rule #4 moved to Section Q
- Section Q new rule #2 added regarding electronic mobility devices with large lithium ion batteries

#### May 2024

- Section D #6 added around new composting instructions
- Section H #1A added regarding ADA service animals
- Section H #5A-F added covering guest dog and cat rules
- Section H previous #5-8 are now #6-9

#### August 2024

1. Attachment 5 - Procedures and administrative charges for house rules violations added

## **ATTACHMENTS**

The following pages contain documents covering the following subjects:

- 2. Parking Garage Waiting List Procedure
- 3. Authorization to Enter Apartment
- 4. Pet Application and Registration Form | Pet Rules and Regulations
- 5. Guest Dog or Cat form
- 6. Procedures and administrative charges for house rules violations

#### 135 WILLOW STREET OWNERS CORP.

#### PARKING GARAGE WAITING LIST PROCEDURE

- 1. When a parking space in the building garage becomes available, it will be offered to the shareholder first named on the waiting list, who will have thirty (30) days to accept or decline the space. If the shareholder does not then own a car, the same thirty—day period will apply to their purchasing a car (in that ownership of a car is a prerequisite to becoming a parking garage licensee).
- 2. If the shareholder either:
  - (i) declines the parking space; or
- (ii) does not obtain a car and accept the space, within the said thirty (30) days, they will be granted a one—time "pass," i.e., the shareholder will remain in the first position on the waiting list for six (6) months, running from the date they was offered the parking space, or until the next parking space becomes available, whichever is later.
- 3. If, when the shareholder is offered the next parking space that becomes available, they declines that space, or does not obtain a car and accept the space, within thirty (30) days after being offered that space, they will be removed from the waiting list and will be required to re–apply, in writing to the managing agent, to be added to the bottom of the waiting list.
- 4. If, as stated in Paragraph 2 above, the first shareholder on the waiting list either declines the offered parking space or fails to obtain a car and accept the space within thirty (30) days after such offer, the space will be offered to the shareholder in the second position on the waiting list. The procedures described herein will be followed as to that shareholder, and to successive shareholders on the waiting list, as necessary.

If any shareholder wishes to be removed from the waiting list, they should contact the managing agent as soon as reasonably possible.

BOARD OF DIRECTORS 135 WILLOW OWNERS CORP.

# 135 WILLOW OWNERS CORP. 135 Willow Street Brooklyn, NY 11201

### **Authorization to Enter Apartment**

I hereb	reby authorize 135 Willow Owners Corp. ("Corporation") to permit:		
Street	et when I am not present, as follows (check all applicable lines):	my Apartment	at 135 Willow
	At all times when I am not in my Apartment;		
	On (date) at (time, if known)		
	On the following dates:,; an		
	On the following day(s) of the week (e.g., every Tuesday):		<del></del>
The Vi	Visitor named above:		
	has a key to my Apartment;		
	may be given a key to my Apartment.		
This A	s Authorization shall remain in effect until (insert ending date) of	r until revoked by me.	The
Corpor Agent.	poration may also terminate this Authorization for good cause as determined by ent.	its Board of Directors	or its Managing
·	ree that (a) I will pay all damages, losses, and expenses to any person or entity	caused by my Visitor w	hile in the
buildin	ding or resulting from my Visitor's use of this Authorization, and (b) I will defe	and the Corporation, its	Managing
Agent,	ent, and its shareholders, directors, officers, employees, and agents against any l	awsuit or other claim fo	or those
damag	nages, losses, and expenses.		
Date _	Shareholder/Resident (Print Name)		
	Signature		

## 135 WILLOW OWNERS CORP. Pet Application and Registration Form

Date of Application:	Un	nit#:			
Pet Owner's Name:					
Daytime Telephone:					
Email:					
Pet Information - ple	ease attach photo(s)	of pet(s)			
Pet's Name	Type/Breed	Weight*	Age	License or ID #	Sex
*If pet is currently und	der the age of 2 years	, please provid	le average aduli	weight for this type/breed:	:
Pet's Veterinarian					
Name:					
<b>Previous Residence</b>	(for references)				
□ Name of Landlor	d or   Building M	 Ianager			
	_	•			
Pet's Emergency Ca	aretaker_				
Name:					
Homeowner's Insur	rance				
Name of Agency and	l Contact Person: _				
Telephone:					

Residents are responsible for any guest permitted into the building as per the registration form.

## 135 WILLOW OWNERS CORP. Pet Rules and Regulations

- 1. Other than the pet(s) listed on the preceding Pet Application and Registration form, and approved by the Board of Directors, pet owners shall not house, substitute or "pet sit" any other pet in the building.
- 2. Pet owner agrees to abide by all local and state laws regarding the licensing and health requirements relating to pets, including, but not limited to, vaccinations.
- 3. Pets may not be kept, bred or used for any commercial purpose.
- 4. Pets must not be allowed to roam in the corridors or common areas of the building. All pets must be on a leash or other appropriate restraint, and under the complete control of a responsible person when in the common areas of the building or on the sidewalk in the vicinity of the building. Pets are not permitted on the common area at the rear of the first floor of the building.
- 5. If a pet is or becomes a nuisance to other residents, or damages or destroys any part of the building or any property within the building, the Board of Directors may, in its sole discretion, revoke the permission previously given to keep the pet, immediately in the case of an emergency, or otherwise on ten (10) days' notice in writing or via e-mail. A "nuisance" shall include, but not be limited to: personal injury; property damage; intermittent or continuous noise for a period of fifteen (15) minutes or more causing disturbance to any person at any time of day or night; pets in common areas of the building who are not under the complete control of a responsible person and on a short hand-held leash or in a pet carrier; pets who relieve themselves on walls or floors of common areas or on the exterior of the building or any appurtenance thereof; pets who exhibit aggressive, threatening or vicious behavior; pets who are conspicuously unclean or parasite-infested.
- 6. Any damage to the common areas of the building, including, but not limited to, carpeting, walls, fixtures, or exterior surfaces, or any stains to any such area, caused by a pet shall be the full responsibility of the pet owner, who hereby agrees to pay all costs involved in the restoration of such area or surface to its original condition. If any such damage cannot be remedied or removed, the pet owner hereby agrees to pay the full cost of replacement of the damaged item.
- 7. The pet owner shall provide adequate and regular veterinary care of the pet, ample food and water, and shall not leave the pet unattended for any undue length of time. The pet owner shall diligently maintain the cleanliness of litter pans, and sleeping and feeding areas. Cat litter may not be disposed of in toilets.
- 8. It is understood and agreed that if efforts to contact a pet owner are unsuccessful, the Managing Agent and/or the building superintendent may enter the pet owner's apartment if there is reasonable cause to believe an emergency or unsafe situation, or a nuisance, exists with respect to the pet. Examples include, but are not limited to, suspected abuse, abandonment or neglect, or noise disturbance.
- 9. The pet owner hereby agrees to indemnify, hold harmless and defend 135 Willow Owners Corp., and its directors, agents and employees, against any liability, judgment, expense (including attorneys' fees) or claims by third parties for any personal injury or property damage of any kind whatsoever arising from the conduct of the owner's pet(s).

$\Box$ <b>For Applicant</b> : I have read, understand, and a	gree to abide by the policies, rules, and regulations set forth herein and in Section H
	y members, and guests. I have attached a photo and vaccination record for each olor, animal ID number, and verification that all vaccinations required by law are
As to any approved pet that is not currently in my ten (10) days after obtaining the pet.	possession, I agree to provide the information and other items specified above with
Applicant Name (Print)	Applicant Signature
Data	

## 135 WILLOW OWNERS CORP. Guest Pet Registration Form

Date:	
Resident Host's Name:	
Resident Host's Unit #:	
Pet Owner's Name and Address:	
Pet Owner's Primary Telephone	
Pet Owner's Email:	
<b>Guest Pet Information</b>	
Guest Pet's Name	Date and Hours of Visit
Resident Host's Homeowner's Insurance	
Name of Insurer:	
Policy #:	
Telephone # for claims:	
Corporation) and I understand its provisions. I for any personal injury or property damage ca other residents, guests, or invitees. The Pet of	House Rules and Rules and Regulations of 135 Willow Owners Corp. (the understand that the Pet Owner and the Resident Host are each responsible used by the pet that is suffered by the Corporation, its employees, agents, Owner and Resident Host will each pay all costs and expenses, including tred by the Corporation in enforcing any liability of the Pet Owner and/or
Pet Owner:	Resident Host:
Print Name:	Print Name:
Signature:	Signature:
_	

#### 135 WILLOW OWNERS CORP.

#### Procedures and administrative charges for house rules violations

- The resident (which term includes the shareholder(s) and all members of their household) will be
  notified the violation of the House Rules. They will be asked to remedy the violation immediately and
  warned not to repeat the violation. If the violation is one that cannot be rectified immediately, the
  resident will be given an appropriate amount of time, in the sole discretion of the Board of Directors (the
  "Board"), to do so.
- 2. If the violation occurs again, or if the resident fails to correct the violation within the allotted time period, an administrative charge of \$50.00 will be imposed, which the resident will be required to pay promptly.
- 3. If the violation recurs, or upon failure to correct the violation within five (5) business days after imposition of the aforesaid \$50.00 charge, an additional administrative charge of \$100.00 will be imposed.
- 4. If the violation is committed again, or upon failure to correct the violation within five (5) business days after the imposition of the additional \$100.00 administrative charge referred to in paragraph 3 above, the resident will be assessed an additional administrative charge of \$250.00, the matter will be referred to the co-operative corporation's outside counsel for consideration of legal action and, if and when appropriate, such legal action will be commenced and pursued.
- 5. (a) Depending upon the seriousness of the violation, the Board, in its sole discretion, may impose an administrative charge of \$50.00 for a first violation, in addition to and at the time of the notice and warning referred to in paragraph 1above. In that event, the dollar amounts referred to in paragraphs 2, 3 and 4 above shall each increase by \$100.00.
  - (b) The Board reserves the right to assess the seriousness of any violation of the House Rules. In the event that a violation is deemed egregious, the Board, in its sole discretion, may impose such additional administrative charges as are commensurate with a violation found to be "egregious." An "egregious" violation would include, but si not limited to, a serious or extraordinary act that: (i) threatens the health, safety, security or well-being of any resident or other person in the building; (i) compromises the interior, exterior or common areas of or adjacent to the building; or (iii)breaches or poses a threat to the overall safety and security of the building.
  - (c) Al administrative charges shall constitute additional maintenance and are collectible as such.