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## **BRIGHTWATER TOWERS** CONDOMINIUM

501-601 SURF AVENUE BROOKLYN NY 11224 TEL: 718-266-2175 FAX: 718-266-2542

# **HOUSE RULES**

URBAN LIVING, OCEANFRONT LIFESTYLE

Located between the lively commercial neighborhood of Brighton Beach and historic Coney Island, Brightwater Towers offers a unique living experience for families, combining culture, entertainment, and shopping within walking distance with ocean views, sandy beaches and a lush green park. Brightwater's two towers are situated near several train lines with the New York Aquarium and Luna Park across the street.

The Board of Managers welcomes you and thanks you for your continued cooperation.

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## INTRODUCTION

### Dear Unit Owners & Residents:

We are pleased to provide you these *House Rules* for your review. It is paramount for all Brightwater Towers Condominium residents to follow our House Rules and procedures to help ensure safety and security in our Community, assist in the protection of your financial investment in the Condominium, and maintain the quality of life with respect to everyone's rights, common interests, and the principles of condominium ownership and living.

The *House Rules* should be reviewed in conjunction with the *By-Laws of Brightwater Towers Condominium* as it applies to and governs the conduct of all owners and residents. In general terms, the by-laws are the governing document for the Condominium. The by-laws cover meetings, voting rights and procedures, budgets, common charges, including special assessments, insurance coverage, and restrictions on the use of the units and the common areas. They describe how the Condominium is run, including the duties and authority of the Board. The House Rules are directives from the Board of Managers regulating residents' use of apartments and common areas. This includes quality of life and safety issues; policies for unit rentals and sale, apartment alterations, pets, and move-in/move-out procedures.

In governing the Condominium affairs, the Board of Managers has an obligation to ensure the House Rules are followed and to take appropriate measures when necessary.

All Unit Owners bear responsibility for compliance with the House Rules with respect to persons occupying, leasing or visiting their units. Therefore, it is important to advise all family members, tenants, employees and guests of the governing documents, and particularly, the House Rules.

The Board of Managers of Brightwater Towers Condominium, pursuant to the By-laws, is permitted to amend the House Rules. The schedule of the current fees and fines is available in the Management Office and it is subject to change at the discretion of the Board of Managers.

Thank you for your continued cooperation and support in making Brightwater Towers a better place for everyone.

Brightwater Towers Condominium Board of Managers

## **IMPORTANT CONTACT INFORMATION**

### **MANAGEMENT OFFICE HOURS:**

9 AM – 5 PM (Mon. – Wed.)

9 AM – 7 PM (Thursday)

9 AM – 3 PM (Friday)

### **TELEPHONE NUMBERS:**

Management Office **718-266-2175, ext. 1 (during business hours)**

501 Building security desk **718-266-7175 ext. 2**

601 Building security desk **718-266-2175 ext. 3**

**Security personnel** is available to answer your call 24 hours a day, 7 days a week

**Web site: WWW.BWTCONDOS.COM**

**e-mail address: info@bwtcondos.com**

Police Department – 60th Precinct 718-946-3311

Coney Island Hospital 718-615-4000

## **Definitions of commonly used phrases:**

***“Common Properties”*** all properties, except the units, including, but without limitation, the land, building, hallways, lobbies, elevators, and certain portions of the building to be set aside for common use (such as: pool, walkways, lobbies, multipurpose rooms, laundry rooms, elevators, stairs, grass and landscape areas).

***“Limited Common Properties”*** certain portions of the common properties which are limited to the use by specified owners (such as: terraces and mailboxes).

***“Indoor Area”*** means all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed.

# HOUSE RULES

## I. COMMON AREAS

1. Each building section (A & B) has two (2) fire resistant stairwells, marked with *EXIT* signs, located directly across from the elevator. **In case of fire do not use the elevators unless instructed by FDNY officers.**
2. Access cards must be used for entry into the property, buildings and the pool area (when pool is operating). Loss of an access card should be promptly reported to the Management Office; an additional fee may be charged for issuance of a replacement card.
3. There shall be no abuse or destruction of Condominium property.
4. There shall be no standing or storage of baby carriages, shopping carts, bicycles, shoes/boots, newspapers, mats or any other personal articles in the halls, stairwells or any other common areas of the buildings, in order to maintain safe and unobstructed egress in accordance with New York City safety codes guidelines. Failure to comply with this rule may result in imposition of fines.
5. Residents shall not leave garbage, refuse or litter in hallways or public areas.
6. Bicycle riding, roller skating, roller blading, riding of scooters and hover boards, as well as ball-playing and other similar activities are prohibited in the hallways, lobbies and condominium grounds.
7. There shall be NO loitering in the lobbies, corridors or stairwells.
8. Except in designated smoking areas, smoking is prohibited everywhere on the Condominium property, including in individual units, terraces, hallways, stairwells, elevators, laundry rooms, lobbies, community room, pool and pool seating area, sidewalks and walkways, and/or all other indoor and outdoor common areas. (See Smoking Policy below for details)
9. Residents shall not remove laundry room carts from the laundry rooms.
10. Residents shall not inscribe, install and/or affix any sign, notice or advertisement on any window, door, hallway wall and/or any part of the exterior of the buildings without written approval from the Management.
11. The Board of Managers, from time to time, can curtail or relocate any portion of the Common Properties devoted to storage, recreation, or service for purposes of managing the buildings
12. Feeding birds, squirrels and any pets/animals from terraces, unit windows and on Condominium grounds is strictly prohibited. This poses a health hazard including odors and excessive droppings to window ledges and terrace flooring and may attract birds and other pests to the adjacent units and sidewalks. Residents failing to clean up unsanitary conditions that result from such activity are subject to fines.

## II. RESIDENTIAL UNITS

1. **Residential Use Only.** No part of the Condominium shall be used for any purpose except housing and the common purposes for which the Condominium was designed. Each Unit shall be used as a residence for a single family, its family members and guests, except for the Professional Units and the commercial areas which shall be used for such commercial and office purposes as are permitted by law. No unit shall be used or rented for transient hotel or motel purposes.
2. **Structural Integrity.** Nothing shall be done in any Unit which may impair the structural integrity of the building nor shall anything be altered or constructed on or removed from the Unit except upon the prior written consent of the Board of Managers.
3. **Cleanliness.** Each Unit Owner shall keep his/her Unit in a good state of preservation, repair and cleanliness. Residents shall not sweep or throw or permit anything to be swept, poured or thrown from the doors, windows and terraces.
4. **Plumbing.** The toilets and other water/plumbing fixtures shall be used only for the purposes for which it was designed, and no sweepings, matches, rags, ashes, pet litter or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any such fixture, if caused by a Unit Owner or his/her family members, guests and/or employees shall be assessed to such Unit Owner.
5. **Unlawful Use.** No Unit and/or Common Property shall be used or permitted to be used in a manner which would be illegal or disturbing or a nuisance to other Unit Owners, or in such way as to be, in the opinion of the Board of Managers, damaging to the reputation of the Condominium.
6. **Safety.**
  - a) Smoke and carbon monoxide detectors **MUST** be installed in every Unit according to New York City laws. It is the Unit Owner' and/or Resident's responsibility to keep the smoke detectors functioning at all times.
  - b) All residents are required by law to have approved window guards installed in all windows if a child 10 years or younger lives in the unit. Each year all residents will receive and must complete a Window Guard Form to request a window guard installation even if no child under 10 years old resides in the household (NYC Department of Health and Mental Hygiene Window Guard Notice). These forms are also available in the Management office upon request.
  - c) The Board of Managers and/or its agents are authorized to enter any apartment at any hour of the day in case of an **EMERGENCY**. It is strongly recommended that Unit Owners and occupants provide *Emergency Contact* information to the Management Office.
  - d) It is recommended for all individuals requiring special accommodations (i.e. wheelchair bound, oxygen dependent and those who walk with assistance) to inform Management of these circumstances to assure appropriate assistance during emergencies and catastrophic events.

7. Access to Units. The Board of Managers and/or its agents have the right to enter the Units, when necessary, with notice to the Unit Owners thereof whenever possible and practical and at as little inconvenience to the Unit Owners as possible, in connection with the maintenance, care and preservation of the Property.
8. **Responsibility for Repairs.**
  - a) As a general matter, the Condominium is responsible for the cost of repairs to **electrical, plumbing and heating risers** within the walls servicing multiple units, as well as for the cost of re-plastering walls and ceilings after such repairs, if damage is not a result of misuse, negligence or neglect of the Unit Owner or any other unit resident or guest. The Condominium, without charge, will also clear clogged sinks, toilets and bathtubs unless as a result of misuse.
  - b) As a general matter, Unit Owners are responsible for the cost of repairs to faucets, showers, toilets and any plumbing, electrical, heating lines inside/outside of any wall which serve individual apartment, as well as for the cost of repair or replacement of any radiators, floors, windows, cabinets or other fixtures, appliances, furniture, furnishings, improvements or decorations installed by the Unit Owner or any prior owner, and for all painting, wallpapering, re-tiling arising from any damage to the apartments.
  - c) If a repair is the responsibility of the Condominium, maintenance staff or a third party chosen by the Condominium will perform the repair at no cost to the Unit Owner. Please contact the Management Office with all questions about financial responsibility for repairs and other conditions.
9. **Alterations, Renovations, Additions or Improvements to Apartments**
  - a) Unit Owners shall not perform any alterations, renovations or improvements to the apartment and/or to the terrace without submission of an Alteration Package that includes the written approval of the Board of Managers.
  - b) Prior to commencement of any work, the completed Alteration Package and all related fees must be submitted to the Management Office. Unit Owner shall comply with all applicable requirements of the Alteration Package (prior to the commencement of any work). Compliance with these requirements is paramount for the safety of the entire Condominium community. A copy of the Alteration Package, including the Alteration Agreement, is available upon request in the Management Office.
  - c) If any Unit Owner commences any work without having obtained prior approval from the Board of Managers and, where necessary, the prior approval of the New York City Department of Buildings or any other relevant governmental authority, or if the Unit Owner has commenced any work in contravention of the Alteration Agreement, or any permit issued by the Department of Buildings and any governmental authority, the Unit Owner shall cause the work to be immediately suspended upon the Board of Managers demand and shall, if requested to do so by the Board of Managers, promptly restore the apartment to its condition existing before any of the work commenced. In addition, the

Unit Owner shall pay to the Board of Managers, upon demand, the amount of any costs, expenses or fines incurred by the Condominium arising from any unauthorized work.

**10. Special Considerations Relating to Certain Appliances and Situations.**

**a) Air-Conditioning Units.**

- i. Only in-wall or split air-conditioning units are permitted to be used.
- ii. In-wall air-conditioning units. The buildings have been designed for use of ONLY Uni-fit In-Wall air-conditioning units. For detailed requirements and specific allowed models, please, contact the Management Office.
- iii. Split air-conditioning units. Their installation or replacement must be approved in writing by the Board of Managers and, where necessary, by the New York City Department of Buildings and any other governmental authority. All such installations or replacements must comply with any and all laws, regulations and guidelines that may be in effect at that time. For detailed requirements and specific models, please, contact the Management Office.
- iv. Through-the-window air-conditioning units are strictly prohibited. Installation or use of such units will result in fines

**b) Electrical Upgrades.** Unit Owners shall not perform any electrical upgrades which increase the usage of electrical consumption. Such upgrades include, but are not limited to, additional circuit breaker panels, electrical heating floors, steam units, and other certain appliances (see below).

**c) Terraces.** Unit Owners shall not install or replace any structures on any terrace without the prior written approval of the Board of Managers and, where necessary, by the New York City Department of Buildings and any other relevant governmental authority

**d) Washing and Drying Machines.** Washing and Drying machines are permitted. They may be maintained, installed or replaced only with the prior written approval from the Board of Managers. Unit Owners are responsible for proper installation, use and maintenance of these machines. Please be advised that any damages to the Condominium or to other units cause by use of these machines is the sole responsibility of the Unit Owner. Detailed requirements and additional fees regarding installation and use of washing and drying machines are available in the Management Office.

**e) Energy Saving Tips.** The Board of Managers is asking all residents to conserve energy. The following guidelines will help saving of money and energy:

- i. Turn your air conditioner off when you leave your apartment; use a timer to switch it back on half an hour before you return home.
- ii. Once your home is cool, set your air conditioner to "Save" mode.
- iii. Clean your air conditioner filter once a month during the summer.
- iv. If you are only using the room where the air conditioner is located, close doors to other rooms, and make sure all windows are tightly shut.
- v. Look for the Energy Star label when purchasing new air conditioners and refrigerators.



- vi. When possible, do not put the refrigerator in direct sunlight or next to a stove or heating vent.
- vii. Turn lights off when you leave home.
- viii. Turn lights off in rooms you are not using.
- ix. We encourage all residents to use the most current energy saving technology for their light fixtures and home appliances.

**11. The Following Appliances Are Not Permitted in the Units.**

- a) Garbage disposals or pot filler faucets
- b) Any jetted type tubs such as Jacuzzi, Whirlpool, etc.
- c) Steam Units;
- d) Saunas (any type)
- e) Any exhaust to the outside of the buildings
- f) Built-in wall speakers sharing common walls with the other Units
- g) Electric cooktops and stoves
- h) Heated floors
- i) Window air conditioners of any kind
- j) Split System air-conditioners with load more than 20 amps per phase
- k) Oversized air conditioners (over 16,000 BTU)
- l) Hardwired electric towel warmers.

**12. Purchase/Sale of the Unit**

In order to conduct a purchase/sale of a unit:

a) **The prospective Purchaser:**

- i. Must obtain a purchase application packet from the Management Office. The packet includes a formal written letter requesting the Board of Manager's Waiver of their Right of First Refusal.
- ii. Must return the completed application and all requested documents and forms including a copy of the Power of Attorney and a **fully executed** copy of the **Contract of Sale** to the Management Office for a review. Please, be advised that incomplete applications will not be processed.
- iii. Original Power of Attorney must be sent to the Management Office after filing.

b) **The Seller:**

- i. All common charges and all other fees and charges must be paid up to date, prior to any purchase application to be considered.
- ii. Please be advised that a limited inspection of the Unit will be conducted to determine compliance with Condominium and New York City rules and regulations. Any infractions must be remedied before the sale process can proceed.

c) **Purchase related Fees:**

- i. Application Processing Fee (non-refundable) made payable to **Brightwater Towers Condominium** (includes consumer reports required for all applicants, guarantors, and adult occupants).

- ii. If a lending bank requires a condominium questionnaire to be completed, please, be advised that a processing fee made payable to **Brightwater Towers Condominium** must be sent along with the request
- iii. Legal review fees are required if the Unit is being purchased by any legal entity other than by individuals (Trust, LLC, Partnership, Corporation, etc.)

Please refer to the schedule of fees in the application packet.

d) **Other Considerations:**

- i. The Board of Managers is entitled to up to 20 business days to respond to all Purchase applications (from the date of the completed application with all required information received by the Management office). **Please keep this in mind when applying for and scheduling a closing date.**
- ii. The Board of Managers must be informed by the purchaser's attorney, in writing, of closing completion, prior to granting move-in approval.

**13. Unit Leasing (Rental).**

a) **Leasing procedure:**

- i. Obtain a lease application packet (including required Condominium Lease Agreement form) from the Management office.
- ii. The packet includes a formal written letter requesting the Board of Manager's Waiver of their Right of First Refusal.
- iii. All Common charges, assessments due, fees and obligations must also be paid up to date, prior to consideration of any leasing application.
- iv. Please be advised that a limited inspection of the Unit will be conducted to determine compliance with Condominium and New York City rules and regulations. Any infractions must be remedied prior to lease approval.
- v. Return the completed application and all requested documents and forms to the Management Office. Please be advised that incomplete applications will not be processed.
- vi. Submit a **fully executed** copy of the **Condominium Lease Agreement** and all applicable forms, riders, letters of recommendations and fees.

b) **Lease Application Fees:**

- i. Application Processing Fee (non-refundable) made payable to Brightwater Towers Condominium
- ii. Current schedule of fees is available in the Management Office.

c) **Terms of Lease Agreements:**

- i. The term of the lease agreement is limited to **one** (1) year only.
- ii. Subsequent lease extensions can only be for terms of one (1) year.
- iii. ALL LEASE AGREEMENTS AND LEASE RENEWALS ARE SUBJECT TO BOARD OF MANAGERS' APPROVAL.
- iv. Lease renewal processing fees are payable to Brightwater Towers Condominium upon commencement of the renewal lease term.
- v. Short term leases for a period of less than one (1) year are prohibited.
- vi. Homeowners insurance is **mandatory** for all leased apartments (initial and renewals).

- vii. Insurance Policy must be presented at the time of the lease application (initial and renewals). Policy requirements are available in the Management Office.
- d) Other Items related to leasing of the Units:**
- i. The Board of Managers is entitled to up to 20 business days to respond to all lease applications (from the date the completed application with all required information is received by the Management office). **Please keep this in mind when applying and determining lease term dates and move-ins.**
  - ii. All move-ins/move-outs must be scheduled with the Management office (see move-in/out procedures).
  - iii. **PLEASE BE AWARE THAT ANYONE RESIDING IN YOUR UNIT WHO IS NOT THE SPOUSE, CHILD, PARENT, PARENT-IN-LAW, OR ADULT SIBLING OF THE UNIT OWNER, WILL BE CONSIDERED A RENTER (EVEN IF NO RENT IS BEING PAID) AND A LEASE APPLICATION PACKAGE MUST BE SUBMITTED TO THE MANAGEMENT OFFICE.**
- e) Access Cards, Parking Spots and Storage**
- i. Condominium access cards will be activated only for the duration of the lease.
  - ii. Access cards will be issued only for the occupants listed in the leasing agreement.
  - iii. Condominium owned parking spots are available to renters only upon Owner's request and appropriate charges will be billed only to the Owner's account.
  - iv. Storage units are available for renters only upon Owner's request and appropriate charges will be billed only to the Owner's account.
- f) Limitations and Restrictions**
- i. No pets are allowed in the leased apartments. See BWT Pets Policy, Section VIII, below for details.
  - ii. No smoking is allowed in the units. See BWT Smoking Policy, Section VII, below for details.
  - iii. Please be advised that renters must follow all House rules. Any violation of the House rules may result in fines.
  - iv. Lease termination procedures may be initiated for any repeated violations of the House rules.
  - v. Violations affecting safety of our residents may be subject to the immediate termination of the lease.
  - vi. **Unit Owner has an obligation to pay their Common Charges whether the renter is current or not with their unit leasing payments.**
  - vii. **Furthermore, if the Unit Owner is delinquent in the payment of common charges, assessments and other financial obligations, the Condominium has the authority to require a tenant to pay their rent directly to the Condominium in accordance with New York City laws and regulations**
- g) Fees and payments related to leasing**
- i. All fees are specified in Lease application packet and/or in Condominium schedule of fees. Contact the Management Office for any details and the current fees schedule.

**14. Condominium's policies regarding transfers of Units in the Condominium.**

Pursuant to the By-Laws, a Unit Owner is required to give prior written notice to the Board of Managers of all transfers of ownership. The Board must review and record all transfers and changes to Unit deeds. The Condominium Board has the right to know who owns and occupies the Units for many reasons, including proper collection of common charges, notification and to establishing voting responsibility.

Any change to a recorded deed is considered a transfer: **adding or removing a person to/from the deed (including a spouse, child or family member), any form of a sale, a gift or a transfer to a Trust, in a name of a corporation, partnership, LLC or any other entity including those in which you have an ownership interest.**

Failure to notify the Board of Managers of any deed changes may result in fines. Such deeds may also be considered legally defective and may be voidable in a court of law.

Notice Process for transfer of deed to the family member: Information, details and proper forms are readily available in the Management office.

Transfer Forms for Entities: to initiate a unit transfer involving Corporations, LLC, Partnership and other entities ("Entity Transfers"), as well as transfers involving a Trust ("Trust Transfers"), please contact Management Office. The applications for Entity and Trust Transfers require an initial review by the Condominium's attorneys and may include legal fees. All forms that set forth these requirements and fees schedule are also available in the Management office.

Legally the ownership by an Entity (Trust, LLC, Corp., etc.) is different from personal ownership. It may affect leasing of the units, voting and other matters. Please contact the Management Office for details.

**15. Homeowner's Insurance.**

The Board of Managers advises all owners and residents that the Condominium carries a comprehensive insurance that protects the Condominium against liability and property damages to the structure, equipment and common areas of the buildings. The Condominium's insurance policy DOES NOT cover residents for personal property and liability within their units as well as damages caused to other units. You could be held responsible if visitors in unit are injured, or you damage someone else's property.

It is the responsibility of the Unit Owner to repair and replace items like wallpaper, carpets, kitchen cabinets, bathroom vanities, tile work, flooring and built-in storage units, should damages occur to their unit.

A Homeowners insurance policy is mandatory for all leased apartments (initial and renewals). The insurance policy must be in effect at the time of the lease application (initial and renewals). The policy must meet the minimum requirements outlined by the Board of Managers.

The Board of Managers strongly recommends **all** unit owners to purchase an individual homeowners' insurance policy. We all want to believe that calamity will never happen but all it takes is one unfortunate experience to find out how important it is to insure your property.

**16. Policy Regarding Infestation of Bed Bugs.**

- a) In order to help prevent a potential infestation of bedbugs, Unit Owners must immediately report to the Management Office any suspicion of these pests.

- b) The early detection and elimination of any problem is critical to prevention of spreading to the other apartments.
- c) The costs involved in eliminating an infestation increase dramatically the longer an infestation goes unresolved.
- d) If the Management Office determines that an infestation may exist, the Condominium, at its expense, will hire an independent company to test and treat the suspected apartment as well as neighboring apartments, as necessary.
- e) Please note however that the responsibility and costs associated with preparing personal property within the apartment for extermination treatment of bed bugs will remain entirely with the Unit Owner.
- f) **Unit Owners must not try to address a bed bug problem by themselves.**
- g) In addition, Unit Owners are prohibited from removing mattresses or other items that they suspect may be infected—doing so without appropriate precautions - may cause the bedbug infestation to spread rapidly through the Building.
- h) If bed bugs are found in a unit, depending on the duration and level of infestation, adjoining units may also need to be tested and treated.

### III. TERRACES (BALCONIES)

1. Excessive storage is not permitted on the terraces. The following items are not permitted to be kept on the terraces: indoor type household appliances and indoor type furniture, hot tubs, construction materials/equipment/trash, and flammable devices. Unit Owners and/or Residents are liable for any damages caused directly or indirectly by items placed on the terraces.
2. Residents shall not hang bedding, clothes or rugs off the terrace railings or out of the windows; laundry shall not be dried on the terraces. Residents shall not sweep or throw or permit anything to be swept, poured or thrown from the doors, windows or terraces. This includes shaking rugs, dust cloths, mops, etc., over the terrace railings.
3. Terraces must be kept clean and the items thereon must be well maintained and reasonably secured to prevent from being blown away. Planters, plant pots, plant boxes and/or other materials may not be attached or placed on top of a terrace railing at any time and shall be properly secured inside the terraces. The top of the railing must be kept free of any attachments whatsoever. No item should obstruct terrace drainage.
4. Residents shall not attach or hang any radio, television or other aerial antenna, satellite dish, exterior wiring or other device or object to any part of the terrace railings and/or exterior walls of the Buildings to ensure safety and to preserve building infrastructure.
5. Smoking on the terraces (see Smoking Policy below) is prohibited. Throwing cigarette butts or any other objects from the terraces and/or windows is **STRICTLY** prohibited and violators are subject to fines.
6. NO overnight lighting on the terraces is permitted (after midnight).
7. All lighting on the terraces must be approved by the Board of Managers and comply with New York City Department of Buildings code.
8. Terrace ceilings, railings and dividers may not be painted without written approval from the Board of Managers.
9. Prior written approval of the Board or Management must be obtained for installation of flooring, air conditioning units, or lighting fixtures of any kind.
10. Carpet and AstroTurf are not allowed on terraces. Carpet and AstroTurf prevent the terrace surface from drying after rain and hasten the deterioration of the waterproof terrace surface.
11. Use of Grills:
  - a) Use of gas, propane, charcoal or wood lit barbecue grills or smokers are prohibited on the terraces, pursuant to New York City fire codes.
  - b) Charcoal and/or wood pellets or pellet smokers prohibited as well.
  - c) Outdoor electrical grills are allowed
  - d) Unit Owners are responsible for safety and maintenance of the electrical grills.
  - e) Please be advised that Unit Owner is responsible for any possible damages and any nuisances caused by use of the electrical grills
12. No structure of any kind can be installed and/or erected on the terraces without the written approval by the Board of Managers.
13. Sunshades, awnings or other attached devices are not permitted.
14. Plants of the "vining" nature are not allowed to attach and grow upon (in any way) the exterior of the buildings, including the posts, building walls, dividers and railings.
15. Furniture: Must be sturdy wood, metal or plastic (NO GLASS) and constructed in such a way that it will not come apart in the wind. All furniture must be positioned in such manner to

prevent "blow-off" from the terrace. Items with significant surface area (tabletops, etc.) should have "lattice" type construction so that they do not catch the wind.

**16. General Guidelines for Terrace Objects.**

The specifications below are provided as base guidelines for the construction, placement and support of earth-filled planting containers, terrace decks, coverings and any other objects (collectively, the "Objects") that are placed on a terrace. In all cases such Objects shall be subject to review and approval by the Board of Managers

- a) **Condominium's Right to Approve.** In accordance with by-laws, Unit Owners shall not construct or place any Objects on a balcony without prior written notice to and approval from the Board of Managers including prior approval of the Department of Buildings, if necessary. The Unit Owner shall pay the Condominium for any engineering or architect fees incurred in connection with the consideration of an approval application, should the Board of Managers determine that such a review is necessary.
- b) **Condominium's Right to Remove.** If a Unit Owner places any Objects on the balcony without the approval of the Board of Managers or if in the opinion of the building's third party professionals, the vegetation in planters has over grown to the point that it violates these guidelines, the Unit Owner shall, if requested by the Board of Managers to, reduce or remove the Objects. If any costs, damages or expenses are incurred by the Condominium arising from any unauthorized placement of Objects, they are the responsibility of the Owner. In the event the Condominium needs access to the terrace for the purpose of repairs, upkeep or maintenance of the Building elements and if the owner fails to meet the Board of Managers' request, the Object(s) may be removed by the Board of Managers at the expense and sole risk of the Unit Owner.
- c) **Condominium's Right to Inspect.** The Condominium reserves the right to inspect any terrace upon prior notice at reasonable times to ensure compliance with these rules; such inspection will be conducted without notice in the event of an emergency.
- d) **Planter Size.** Although individual planter size is not specifically limited, the size and number of planters on any terrace, must spread the weight of the planters over the entire surface of the garden so as to ensure that the entire weight of the planters, including water saturated soil, does not exceed 50 pounds per square foot including the weight of the floor coverings. If the planter needs to be relocated for maintenance or otherwise, it must permit relocation without extraordinary measures.
- e) **Maintenance.** It is the responsibility of the Unit Owner to keep all surfaces on any balcony clean and free of soil, plant debris or leaves. It is also the responsibility of the Unit Owner to maintain drain openings free from debris and covering.

## **IV. PARKING**

### **1. General**

- a) Vehicle rules apply to all vehicles, whether those of the resident, resident's contractors, or guests. This includes any vehicle owned or used by residents' friends or family members and parked on the property for any length of time
- b) The Unit Owner is responsible for violations by their contractors and guests.
- c) Each parking spot is designated for ONE vehicle.
- d) Motorcycles are not allowed to share a parking spot with any vehicle.
- e) No parking space may be used for business purposes and no trucks, vans, recreational vehicles, motor homes, trailers, boats or the like may be parked or stored in any parking space, all such parking spaces being reserved solely for passenger automobiles.
- f) If the parking spot is leased, the owner of the parking spot is responsible to provide the Management Office with contact information of the lessee for safety and security purposes. To maintain safety and security of the property and residents, parking spots are permitted to be leased only to Condominium residents.
- g) All vehicles must have a current vehicle registration and be in operating condition.
- h) All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Condominium or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.
- i) The unnecessary sounding of vehicle horns and playing of radios, players, or other sound producing devices at excessive volume is prohibited.
- j) Only minor maintenance such as vehicle cleaning, changing flat tires, and changing battery, etc. is allowed. No on-site vehicle maintenance or repair involving motor oils, fuels, or other lubricants or solvents shall be permitted anywhere on or within the Condominium. Unit Owners permitting vehicles to leak on common and limited common areas will be responsible for all cleanup and repair costs.

### **2. Avoid Obstructions.**

- a) No vehicle shall be parked in such a manner or in any area that causes it to obstruct the safe, free flow of moving vehicular traffic or obstruct the movement of other vehicles into and out of marked parking spaces and outside Common Element areas.
- b) No vehicle shall be parked so they impede the movement of emergency vehicles on any roadway or to obstruct the entrance or exit, pedestrian or door of the buildings that could be used in a situation of emergency.
- c) No vehicle shall be parked as to impede access to any building fire lines and main water pipe system.

### **3. Restrictions.**

- a) Oversized vehicles that block the egress or ingress to/from other parking spots are not allowed on the parking lot.
- b) No vehicle shall be parked in violation of any posted sign.
- c) No vehicle shall be parked on any Common area or on any area designated for pedestrian use.



- d) No junk or derelict vehicle shall be parked on any outside Common Element area at any time. Any motor vehicle that cannot be operated in its existing condition due to malfunctioning or missing parts, damage or destruction, or that has a deteriorated body condition, shall be deemed to be junk or derelict, regardless of the display of valid state license/registration or inspection.
- e) Vehicles that present a hazard or nuisance by operating noise or exhaust emission are prohibited. Unnecessary running of motors causing air and noise pollution is prohibited.
- f) Repairing and/or maintaining vehicles, including the painting thereof, is not permitted at any time on the parking spots or on any common and limited common areas.
- g) The drainage of any motor vehicle fluid is prohibited.
- h) Washing of vehicles by hose is not permitted. This does not prohibit cleaning of windows and vehicle lights.

#### **4. Vehicle Operation**

- a) Vehicles operated on the Condominium property shall be operated in a safe and prudent manner so as not to endanger the life, limb, or property of another person.
- b) Vehicle operators shall always yield the right-of-way to pedestrians on walkways and crosswalks and exercise extreme caution when driving in areas where there are no designated walkways for pedestrians.
- c) Operators of vehicles shall keep to the right in the traveled portions of the parking areas and in traffic circles.
- d) The maximum speed posted shall not be exceeded.
- e) All stop signs and traffic directional signs shall be obeyed by all vehicle operators.
- f) The screeching of tires and revving of vehicle engines is prohibited.
- g) All vehicles operated on the Condominium property shall be operated by a person holding a valid driver's license or permit.

#### **5. Enforcement**

- a) Effective immediately, all unauthorized vehicles parked on Common Areas of Condominium property, shall be subject to towing and/or booting, as directed by the Board of Managers.
- b) In addition, all vehicles parked in a Unit Owner's parking spot without the owner's consent, or vehicles that block the ingress or egress to said Unit Owner's parking spot, shall likewise be subject to towing and/or booting upon the Unit Owner's request. The Unit Owner of the parking spot must execute an authorization to permit the Board of Managers or its agents to cause the licensed removal of such vehicle from the Owner's parking spot at the violator's expense.

## **V. MISCELLANEOUS RULES**

1. Immoral, improper, offensive, or unlawful conduct is prohibited on the Condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof must be observed.
2. To preserve Unit Owners and occupants' privacy rights, the names and contact information (emails, telephone numbers) of all Unit Owners and occupants shall be held confidential by the Board of Managers, except as authorized by law and the By-Laws.
3. Each Unit Owner is expressly liable for any and all damages caused by the Unit Owner, their family members, tenants, employees and guests to the property or persons at the Condominium.
4. For the benefit of all Unit Owners, Unit owners are asked to refrain from distributing mass emails and anonymous emails, messages and postings which are damaging to the reputation of the Condominium and/or its residents and/or its staff.
5. All Unit Owners and residents should refrain from immoral, offensive, insulting language and/or any communication damaging to the reputation of the Condominium and/or its residents and/or its staff.
6. For safety concerns, solicitors and door-to-door solicitation are generally not permitted.
7. Unit Owners and residents are prohibited from delivering or placing items under the doors or leaving items at the doors of another Unit Owners without their prior express consent; EXCEPT that delivery of newspapers requested/subscribed-to by residents, package delivery from USPS, Federal Express, UPS, or other couriers.

## VI. Noise and Nuisance

No Unit Owner and/or resident shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced in or originate from his/her Unit or adjacent Common properties or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit owners and residents.

1. No Unit Owner shall play any musical instrument, practice or allow to be practiced either vocal or instrumental music, loudspeakers of any nature and/or play audio equipment such as radio, television, etc. above reasonable volume after 10:00 pm and before 8:00 am so as not to disturb or annoy other occupants of the Building.
2. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.
3. Pet owners must not allow their dog to bark for extended period
4. Animal noise that is unreasonable and plainly audible may call for enforcement action by NYC if the noise occurs after 7:00 am and before 10:00 pm for a continuous period of 10 minutes or more, and after 10:00 pm and before 7:00 am for a continuous period of five minutes or more (New York City Noise Code of 2007).
5. The unnecessary sounding of vehicle horns and playing of radios, music players, or other sound producing devices at excessive volume is prohibited on the parking lot or Condominium grounds. Unnecessary screeching of tires and revving of vehicle engines, as well as unnecessary running of motors causing air and noise pollution is prohibited.
6. The noise in or around the Community Room should be maintained at a reasonable level. Bands, DJ and/or other music sources in the Community Room are not allowed **past 10 pm**.

## VII. Electing the Board of Managers

The Board of Managers has the responsibility to manage the operations of the Condominium; the Board members are elected by the Unit Owners. The process for electing the Board is prescribed in the By-Laws. Candidates can nominate themselves by providing notice of their intent to run for membership on the Board. In order to have their name listed as a candidate on the ballot for election, the Unit Owner must be eligible to serve on the Board at the time of the deadline for submitting a notice of intent to run, subject to the following:

1. A person, who is thirty (30) days or more delinquent in the payment of any monetary obligation to the Condominium, and /or have violated the Condominium's By-Laws and/or House Rules within 12 months prior to the election, is not eligible to be a candidate for membership on the Board.
2. A person who has been convicted of or plead guilty to any felony, is not eligible for Board membership at any time.
3. All candidates must disclose their residency status (i.e. resident or non-resident at the condominium).

## VIII. SMOKING POLICY

The Board has duly adopted the following policy effective August 28, 2018 (the “Policy”) to comply with New York City Local Law 147 (Section 17-502 of the administrative code) as recently amended (the “Law”).

The Policy is intended to protect all residents, employees, and visitors from second-hand smoke, an established health hazard, and to assist in preventing unnecessary risks of injury to persons and property from fires caused by improperly extinguished cigarettes, cigars, and other smoking devices, as well as to keep maintenance and cleaning costs down.

For purposes of this Policy, “*Smoking*” is defined as inhaling, exhaling, burning, carrying, or otherwise handling or controlling any lit or smoldering product containing tobacco, marijuana or any other substance, including but not limited to cigarettes, cigars and/or pipes and e-cigarettes, hookah and/or vaping devices of all types.

The Policy is as follows:

1. Except as set forth below, smoking is prohibited everywhere on the property at the Condominium, including in (i) individual units, (ii) indoor and outdoor limited common properties (including terraces), and (iii) all indoor and outdoor common areas.
2. No Unit Owner shall smoke, or permit smoking by any occupant, agent, tenant, business invitee, employee, guest, friend or family member in the Condominium and will be held responsible for any violation of the Smoking Policy.
3. Violation of the foregoing shall constitute a “nuisance” and “objectionable odor” pursuant to and within the meaning and intendment of the provisions of the governing documents of the Condominium.
4. The Board of Managers shall have the authority and power to enact rules and regulations which it deems necessary to enforce the foregoing provisions, including adopting a schedule of fines, to be imposed upon for the violation of these provisions. Additionally, the Condominium may assess and collect attorney’s fees and costs against any such Unit Owner found in violation of these provisions which are reasonably incurred by Brightwater Towers in enforcing same against such person found to be in violation hereof. Such fines and/or attorney’s fees and costs shall be recoverable using a special assessment levied against the Unit Owner.
5. **The only area where smoking is permitted in the vicinity of the Condominium is at designated smoking areas as indicated by appropriate signs.**

## IX. PET POLICY

These rules are intended to govern the ownership of pets in order provide a safe and sanitary living environment for all residents, in addition to protecting and preserving the physical condition of the property.

All pet owners must abide by the following rules and regulations. Permission to maintain a pet may be revoked if such pet becomes a nuisance or constitute a safety concern.

### 1. General Notes.

- a) Pet are allowed **ONLY for Resident Unit Owners.**
- b) Renters are NOT allowed pets. Unit owners who are planning to rent out their apartments must disclose this to the potential renters prior to signing of the lease. "NO PET" rider must be signed at the time of the initial signing of the lease and all subsequent lease renewals.

### 2. Permissible Pets

Only the following animals in the following quantities per Unit are permitted.

- a) Dogs: Number allowed: 1
- b) Cats: Number allowed: 1
- c) Small Caged Animals (such as guinea pigs, hamsters, etc.): Number allowed: 2
- d) Birds: Small birds such as finches, cockatiels, parakeet, etc. Number allowed: 2
- e) Large birds such as parrots: Number allowed: 1
- f) Fish: Fish tank size is limited to 20 gallons

**The Board of Managers reserves the right to prohibit ANY animal which in its judgment is not suitable to be kept as a pet in an apartment complex.**

### 3. Registration of Dogs

- a) All dogs kept in units must be registered with the Management Office annually.
- b) There are no registration fees.
- c) Dog registration forms are available at the Management Office.
- d) Current photograph(s) of the dog are required, digital version is acceptable.
- e) All dog owners MUST provide the Management Office with a copy of the New York City Dog License and proof of current inoculations.
- f) Dog owners whose dogs' registration is not current are subject to late fees.
- g) Current dog owners must register their dog on an annual basis.
- h) New dog owners must register their dogs within three months from its acquisition.
- i) New unit owners who own dogs must submit a pet registration form and required documentation before occupying the Unit.
- j) Upon completion and submission of the registration forms and required attachments, dog owners will receive an ID TAG for their dogs.
- k) All registered dogs are subject to New York statutes and rules regarding multi-family dwelling dog ownership. All requirements must be up to date at the time of registration.

**All pet owners are encouraged to provide emergency contact information to the Management Office to ensure their pet safety at the time of emergencies and natural disasters.**

#### 4. Conduct Rules.

- a) Persons who walk dogs are responsible for immediately cleaning after their animals and discarding securely bagged droppings.
- b) Pet waste must be securely double bagged in order to be dropped down the trash chutes. Pet owners are solely responsible for the cleaning up (or the cost of the clean-up) of dog droppings outside the unit and on facility grounds, in compliance with the New York Pooper-Scooper Law NYC Public Health Law –Title 1- 1310.
- c) Everyone who owns or controls a pet shall not allow the animal to commit a nuisance on or in any private or common area of the buildings or any area of the buildings abutting a public place (New York City Health Code §161.03).
- d) Under no circumstances should any animal waste or debris be deposited in a toilet, as blockages will occur; the pet owners will be responsible for the cost of repairs or replacements of any damaged toilets or pipes.
- e) Pet owners are responsible for any damage caused by their pet(s), assume full responsibility and liability for their pet(s), and agree to hold the Condominium harmless from any claims and shall indemnify the Condominium against any and all such claims.
- f) Pet owners are encouraged to secure pet liability insurance.
- g) Pet owners agree to control their pet(s) so that it does not constitute a nuisance to other residents, or create an unreasonable disturbance, such as:
  - i. Pets whose unruly behavior causes personal injury or property damage;
  - ii. Pets who relieve themselves on walls or floors of common areas;
  - iii. Pet who exhibit aggressive or other dangerous or potentially dangerous behavior;
  - iv. Pets who are conspicuously unclean or parasite infected.
- h) No pet may be kept in violation of humane and/or health laws, and other laws.
- i) Pet owners must take appropriate/preventive actions to protect their dog(s) and cat(s) from fleas and ticks and ensure timely appropriate inoculations.
- j) Pet(s) shall not be left unattended on terraces or in hallways or stairwells or any other location outside the unit to which they belong.
- k) Pet owners shall not alter their terrace to create an enclosure for the pet(s).
- l) Residents must never allow their dog to bark for an extended time.
- m) Dog owners must not allow their dog to relieve itself on the terrace of the unit or on any of the common areas of the property.
- n) All dog owners including their designees (dog walkers) are to honor the “No Dog” areas.

#### 5. Compliance

- a) Unit Owners (including members of the household and guests handling pets) who violate these rules will be subject to fines.
- b) To secure voluntary compliance with the rules and regulations, a written notice of the violation shall be sent from the Management to the pet owner upon the first infraction
- c) If the problem is not resolved after the first written violation notice, the Board of Managers may assess and collect fines for violations of the rules pertaining to pets as well as funds necessary to repair and/or replace damaged areas or objects.
- d) Failure to pick up dog’s waste will result in **immediate fine** placed on the Unit Owners account.
- e) In the instance that the dogs have exhibited “violent” behavior, as defined by New York State Law, and/or dog owners do not responsibly and appropriately address any nuisances or

disturbances caused by their dogs, the Board of Managers reserves the right to contact the appropriate city/state authorities to file a complaint.



## **X. SWIMMING POOL**

### **1. General Rules.**

All residents and all guests using the pool and the pool seating area are required to comply with the following rules.

- a) It is a responsibility of the residents to advise their guests of the rules of conduct in the swimming pool and pool area.
- b) Any infraction of these rules and regulations may result in the rescinding of pool privileges and the immediate dismissal from the pool area.
- c) The pool manager or a lifeguard on duty and/or security staff has the authority to enforce these rules and may remove any patron, who violates these rules, and his/her guests from the pool area.
- d) All residents must use their valid access card to enter the pool.
- e) Guests are welcome to the swimming pool with the **guest passes** to be purchased by their hosts (current residents). Please see the rates for guest passes, children and adults, in the Management office.
- f) PARENTAL SUPERVISION IS REQUIRED for children under the age of 12.
- g) No alcoholic beverages are allowed.
- h) No glass containers.
- i) No loud music.
- j) Smoking is not permitted anywhere in the pool area as in the rest of BWT Condominium (see Smoking Policy for details).

### **2. Pool Party Rules.**

- a) Requests for pool parties must be approved by the Management Office. Reservations will only be permitted by Unit Owners who are current with their common charges, assessments and other fees.
- b) Reservation must be made at least 5 days before the planned party. The size of the party is limited as per Pool Party Agreement.
- c) A non-refundable fee payable to Brightwater Towers Condominium is collected at the time of pool party reservation.
- d) Non-resident pool-party guests must purchase daily guest passes according to current fee schedule.
- e) A refundable security deposit is required upon reservation. The security deposit will be refunded within two weeks after the pool party. However, the entire deposit will be forfeited for failure to comply with the pool rules and/or pool-party rules.
- f) PARENTIAL/ADULT SUPERVISION IS always REQUIRED for children under the age of 17 at all pool parties for the duration of the party
- g) Lifeguards and/or BWT staff are not responsible for cleaning after the pool party. It is the party host's responsibility to ensure that the area is cleaned after the party. No barbecuing is permitted in the pool area
- h) 24-hour notice of party cancellation must be received for a full refund to be issued unless the pool party is cancelled due to inclement weather, in which case all fees are reimbursed. In the event of a weekend cancellation, the Pool Manager must be informed in writing.
- i) Fee schedule related to pool parties is available at the Management office.

## XI. COMMUNITY ROOM

The Community Room (located in 501-A) can be reserved by a Unit Owner of age 21 or older based on availability. A minimum of five (5) days' notice is required to request a reservation. The Board of Managers reserve the right to refuse the use of the community room if the purpose therefore is deemed inappropriate.

1. **Reservations will only be permitted by Unit Owners who are current with their common charges, assessments and other Condominium financial obligations.**
2. The use of the Community Room is granted upon signing of The Brightwater Towers Community Room Rental Agreement and Security Deposit form. Community room rental fees must be submitted no later than (5) days before the scheduled event. A signed "Notice of Approved Community Room Reservation" will be given upon payment confirming the date and time of the event.
3. The Unit Owner shall sign out of the Community Room in a condition satisfactory to the Condominium inspecting agent. The pre-event and post-event inspections shall be conducted by an agent designated by Condominium and the Unit Owner thirty (30) minutes prior to the start time and thirty (30) minutes after the end time of the Event. If damages do occur or additional cleaning is required, a sum deemed appropriate will be deducted from the Security Deposit. If the cost of the damages exceeds the deposited amount, the Unit Owner will be billed for the difference to repair/refurbish the damaged item(s) to the pre-existing condition.
4. During the event, the Unit Owner or his/her designee who hosts the event shall do everything necessary to assure confining of all his/her guests to the community room area. There shall be no loitering on the building grounds and in common areas. Rules and regulations of the Condominium, as well as rules and regulations of New York City regarding "Places of Assembly" must be strictly observed while the Community Room is in use.
5. The behavior of the host and his/her guests during the event shall be courteous and respectful of rights, comforts or conveniences of all residents. The noise in or around the Community Room should be maintained at a reasonable level. The Board, of Managers and/or their respective designee(s) reserve the right to request lowering noise levels at their discretion. Bands and/or DJ's are not allowed **past 10:00 pm.**
6. Should it be determined that the behavior or activity of the host and/or his/her guests is inappropriate and unreasonable, the Board of Managers, and/or their respective designee(s) reserve the right to request to end such behavior or end the Event.
7. The Community Room rentals end at 11:00 pm (except for the New Year's Eve parties).
8. Smoking is prohibited in the Community Room (see Smoking Policy for details).
9. No alcoholic beverages are allowed in the Community Room unless served by caterers possessing all required licenses that are current and valid and in strict compliance with the relevant New York City laws and providing liability and liquor liability coverage naming Brightwater Towers Condominium as a named insured in amounts set forth in the Brightwater Towers Community Room Rental Agreement.
10. Maximum Occupancy of the Community Room is limited to 100 people per event.
11. All children under 12 years old must always have adult supervision.
12. No pets allowed in the Community Room, except certified service animals.
13. The Condominium is not responsible for the loss of personal effects.

Community Room Rental Agreement packet with rental fees and security deposit fees are available in the Management office.

## **XII. MOVING-IN/MOVING-OUT and BULK DELIVERY PROCEDURE**

These rules and regulations are established for the safety and protection of all residents and must be followed:

1. An application must be filed with the Management office. Security deposit payable to **Brightwater Towers Condominium** in a form of personal check or money order must be included. **Failure to notify the Management Office for any move-in/move-out and/or bulk deliveries will result in a fine.**
2. All move-ins/move-outs/bulk deliveries must be scheduled at least two (2) business days in advance of the date requested. The moving company (if engaged) should provide a valid Certificate of Insurance.
3. All move-ins/move-outs/bulk deliveries shall be coordinated, scheduled and supervised by the Management Office or its designated representative. The elevator as well as the hallway walls, floors and lighting fixtures will be inspected before and after move-in/out and/or bulk deliveries. The elevator must be padded to avoid scratches and other damage to its interior.
4. In the event there is any damage during the move-in/move-out/delivery and/or extra elevator costs which are incurred in case if the elevator company must be summoned to assist in moving extra-large pieces of furniture, the Condominium will notify the Unit Owner and if necessary, apply the security deposit or a portion of the security deposit to cover the costs. If the move is without incident, the entire deposit will be returned by the Management within two (2) weeks after the move.
5. **Moving and/or bulk deliveries must be done only between 9:00 am and 5:00 pm, Monday through Friday**, excluding major government and religious holidays. The side service entrance must be used for all move-ins/ outs and/or bulk deliveries.
6. In special situations a weekend move-in between the hours of 10am- 4pm will be allowed, subject to Board of Managers approval, elevator availability and appropriate fees.
7. Excess trash created by a move-in/move-out/delivery **MUST NOT** be left in the hallways, stuffed into the compactor chutes or left in the compactor rooms on residential floors. The Unit Owner is responsible for the removal of the debris. Failure to comply with these rules may result in a fine.
8. Elevator Reservation forms are available upon request at the Management Office.

The Fee schedule is available in the Management office.

### **XIII. GARBAGE DISPOSAL AND RECYCLING POLICY.**

1. It is strictly prohibited and against New York City Fire and Sanitation codes to leave any kind of garbage, trash or refuse in any common area other than incinerator rooms in the hallways or compactor rooms in the lobby level where it will be properly disposed of by maintenance staff. Household bulk garbage disposal is subject to the Condominium's prior approval and elevator reservation with appropriate fees. Please be advised that the Condominium does **not** process or store any construction debris which must be removed by your contractor.
2. Recycling is MANDATORY in New York City. All residents shall sort and otherwise deal with all garbage, trash and refuse in accordance with New York City recycling law, all other applicable City and State laws and regulations, and in accordance with the Condominium's policies
3. Substantial fines are levied by The City of New York for violations of the recycling laws. Please be advised that if a Unit Owner or their tenant is found not compliant with these laws and a fine is levied upon the Condominium as a result, this fine will be billed to the Unit Owner's account. Additional fees assessed by the Board of Managers may apply.

#### **XIV. RESTATEMENT AND RESERVATION OF THE CONDOMINIUM'S RIGHTS**

1. The Board of Managers may at any time in its sole discretion and without prior notice to Unit Owners amend or revoke any part or all of these House Rules, including without limitation any fees, or any benefit, consent or approval granted under these House Rules, provided that such action is approved by the affirmative vote of the Board of Managers. In the event the Board of Managers amends or revokes any House Rule, notice will be given to Unit Owners prior to the effective date.
2. The interpretation and application of the House Rules are the duty and responsibility of the Board of Managers.
3. Wherever in these House Rules any action sought to be taken by a Unit Owner is subject to the Condominium's consent or approval, such consent or approval (a) may be granted or withheld, in the Condominium's absolute and sole discretion, for any reason or for no reason and (b) must be in writing.
4. No provision contained in these House Rules shall be deemed to have been abrogated or waived by reason of any failure(s) of the Condominium to enforce it, regardless of the number of times such failure to enforce it may occur.
5. In addition to all other rights which the Board of Managers has for nonpayment of common charges and assessments and other Condominium financial obligations, the Board of Managers reserves the right to bar the use by a Unit Owner of any of the recreational facilities and amenities for failure to make such payments
6. A violation of these House Rules is subject to the remedies provided in the By-Laws including, in the Board of Managers sole discretion, the imposition of a fine or charges. In addition, to the extent that the Condominium incurs any cost of any nature, including, without limitation, any attorneys' fees, fines, assessments or penalties, in connection with or as a result of any Unit Owner's actions or omissions, including, but not limited to, any failure or refusal to comply with any provision of these House Rules or any other directive of the Condominium, or By-Laws, or of any law or regulation, the Unit Owner shall, upon demand, reimburse the Condominium for such costs.
7. These House Rules and the various policies contained herein are not intended to amend the Declaration or By-laws of the Condominium (the "governing documents"); and to the extent there are any rules or terms that may be viewed as conflicting, the Condominium's governing documents will be deemed controlling."
8. Notwithstanding anything in these amended House Rules that affect the Sponsor/Holder's right to sell or lease its units or which eliminate or modify any of the Sponsor/Holder's rights or privileges pursuant to the Offering Plan, the Condominium Declaration and By-Laws or existing House Rules and Regulations, or which empower the Board to assess fines against the Sponsor/Holder relating to conduct by tenants in occupancy of units owned by the Sponsor/Holder, shall not apply to the Sponsor/Holder or its tenants, and the Sponsor/Holder shall be exempt from the application of the provisions of any such changes or the imposition of any such fines.