

SHERMAN TERRACE COOPERATIVE, INC.

RULES OF THE CORPORATION  
(House Rules)

1. Shareholders and residents, members of their families, their employees and guests shall not make or permit any disturbing noise which would interfere with the rights or comfort of any other resident. Playing or permitting the playing of musical instruments or operating or permitting the operation of stereos, television, radios, and other noise producing equipment at volumes which can be heard in any other apartment or in the common areas of the building is prohibited between the hours of 10:00pm and 8:00am Sunday through Thursday, and 11:00pm and 8:00am Friday, Saturday, and nationally observed holidays.
2. The common areas shall not be obstructed, littered, defaced or used in any manner other than for ingress and egress to the apartments. Trash, debris, rubbish and garbage may not be left in the common hallways, or other than as allowed by the trash removal policies, left in the incinerator closets.
3. Smoking and "vaping" any and all substances is prohibited in all common areas of the Cooperative. While smoking is currently allowed within individual apartments, allowing noxious odors, including smoke odors, to escape the apartment is a violation of the Occupancy Agreement. Smoking is prohibited in the following locations:
  - a. All outdoor portions of apartments, including but not limited to terraces, balconies, patios & porches.
  - b. All outdoor common areas, including but not limited to play areas, parking areas, rooftops, courtyards, and yards.
  - c. All indoor common areas, including but not limited to hallways, stairwells, foyers, elevators, garages, and laundry areas.
  - d. All outdoor areas within 15 feet of any window, building entrance, building exit, air conditioning unit, and air intake.

\*Smoking is not prohibited within individual apartments.

4. Shareholders shall not inflict any injury or suffer any waste to be committed upon the Corporation's property and shall promptly reimburse the Corporation for any injury or waste caused by the shareholder. Shareholders shall be responsible for the actions of their guests and members of their household and ensuring their behavior conforms to the requirements of the Occupancy Agreement and these Rules of the Corporation.
5. Shareholders shall maintain their apartment in a clean manner and a good state of repair, and must promptly perform any and all maintenance and repair work which, if neglected, would affect other apartments or the common areas of the building. Shareholders shall be responsible for any damages caused by their failure to effect any repairs as required by the in accordance with Article 11 of the Occupancy Agreement and these Rules of the

Corporation.

6. Shareholders shall not perform any repair or improvement without the written consent of the Board of Directors. All repairs and improvements shall be performed by licensed contractors who have produced proof of insurance, naming the Corporation as additional insured, evidencing coverage in amount satisfactory to the Corporation's insurance provider. No construction shall be conducted except Monday through Friday between 8:00am and 6:00pm and Saturday between 8:00am and 5:00pm; construction work is prohibited on Sundays and on legal holidays.
7. All shareholders shall promptly report to the superintendent and managing agent within 24 hours any damage, condition, or defect, which, if not repaired immediately, may adversely affect the building or other apartments. Nothing contained herein shall relieve shareholders from the obligation to obtain the written approval of the Corporation prior to commencing any construction or repair work.
8. The Corporation and any agent or workman authorized by the Corporation may enter any apartment, upon 24 hour notice, for the purpose of inspecting the apartment to determine if vermin control measures are necessary and, if so, to implement such measures. Residents are required to report the presence of bedbugs **immediately** to the managing agent and the superintendent.
9. It is prohibited to hang or shake garments, rugs, etc., from any windows or terraces, to string any clothes lines, or to store personal belongings in any common areas.
10. Residents are strictly prohibited from feeding or keeping wild, stray, or outdoor animals or any exotic pets anywhere on the Corporation's property.
11. Dog Regulations
  - a. The Managing Agent must be notified in writing prior to any shareholder acquiring a dog; for dogs already at the premise when these rules are approved, the registration process must be completed no later than May 31, 2020. Shareholders must complete a Dog Registration Form which must be accompanied by proof of inoculations, licensing in compliance with state and local law, a picture of the dog, and proof of liability insurance which covers the dog. A copy of the Dog Registration Form is annexed to these House Rules.
  - b. Aggressive dogs are prohibited; if a dog exhibits aggressive behavior, including, but not limited to growling, snarling, snapping, lunging, or jumping, the dog will be deemed a nuisance and you will be required to remove the dog from the co-op.
  - c. There is zero tolerance for biting. If your dog bites a person or another dog, the dog will be deemed a nuisance and you will be required to remove the dog from the premises.
  - d. A dog which eludes the shareholder's control and exits its owner's apartment more than once shall be deemed a nuisance and you will be required to remove the dog

- from the premises.
- e. If your dog does damage to the co-op's property, the dog will be deemed a nuisance and you will be required to remove the dog from the premises.
  - f. Dogs must be leashed at all time while on the property, in the building, or on walkways.
  - g. Dogs must not be allowed to jump up on residents or other dogs.
  - h. Dogs are not allowed on the grass under any circumstances.
  - i. Dogs must enter and exit the building through service areas only. Dogs are strictly prohibited from the lobby.
  - j. Owners are required to control dog noise and odor emanating from their apartment to avoid disturbing other residents. If a dog barks persistently in the apartment, the dog will be deemed a nuisance and you will be required to remove the dog from the premises.
  - k. Owners must clean up after their dogs. If a dog urinates and defecates inside the building, the Superintendent must be notified immediately for clean up and the shareholder of the apartment where the dog resides will be subject to a \$100.00 clean up fee. If more than three (3) incidents occur or if you fail to notify the Superintendent of the incident, the dog will be deemed a nuisance and you will be required to remove the dog from the premises.
  - l. Failure to abide by these rules is a violation of a substantial obligation of your occupancy agreement; if you do not correct a violation, your proprietary lease may be terminated.
  - m. Failure to abide by these rules is a violation of a substantial obligation of your occupancy agreement and may result in termination of your occupancy agreement.
  - n. All fees promulgated under the Dog Regulations are added carrying costs, intended to offset the increased costs incurred in correcting damage and wear and tear caused by the owners who fail to obey these rules.
12. Shareholders are strictly prohibited from entering or loitering upon fire escapes or storing any items thereupon. Fire escapes are only to be entered in the event of an emergency requiring evacuation of the building or a portion thereof.
13. No television or radio antenna or satellite dish shall be erected or attached to the exterior of any apartment or in the common area.
14. No shareholder or resident shall paint the exterior surfaces of the windows, walls, doors, or door openings without the prior written consent of the Board of Directors. No common area shall be decorated or furnished, nor shall any shareholder permanently hang or affix any item to the door, door frame or adjacent wall area without the prior approval of the Board of Directors. No awning or ventilator shall be installed in any window without the prior consent of the Board.
15. As the building has air conditioner sleeves, the use and installation of window air conditioners is strictly prohibited. Residents may only use air conditioning units which have been approved by the Board of Directors; a list is available from the managing

agent. Air conditioning units must be installed by the superintendent and may only be installed in air conditioner sleeves in accordance with the standards determined by the Board of Directors. Air conditioner sleeves may not be modified in any way to accommodate an air conditioning unit, including but not limited to cutting, drilling, or removing external sleeve covers or grilles. In the event that the installation manual for an approved air conditioning unit conflicts with this House Rule, the air conditioning unit is not to be installed and the managing agent is to be notified.

16. Plumbing fixtures must be used for their intended purpose; no sweepings, rubbish, rags or any other article shall be flushed down the toilet. Diapers, diaper liners, food garbage, kitty litter, cloth items, paper towels and disposable cleaning wipes may all cause drain line back ups. Any damage resulting from improper use of plumbing fixtures shall be the responsibility of the shareholder of the apartment in which the misuse occurred.
17. No signs or advertisements may be posted within the complex, except on designated bulletin boards with prior written approval from the Board of Directors.
18. Parking Regulations
  - a. The parking spaces in the driveway shall be reserved for the vehicles of the Superintendent, Managing Agent, Board Attorney, and vendors of the Cooperative. If any of the driveway parking spaces are not being used by authorized personnel, they may be used by shareholders for the purpose of loading and unloading under the following conditions:
    - i. Shareholders may use the parking spaces in the driveway for loading and unloading for a maximum of fifteen (15) minutes. If it is anticipated that loading and unloading will exceed fifteen (15) minutes, the Superintendent must be notified in advance.
    - ii. Vehicles temporarily parked in the driveway for loading and unloading must have their hazard lights flashing at all times.
    - iii. Failure to comply with these conditions will result in the shareholder's vehicle being towed at the shareholder's expense.
  - b. All parking spaces are assigned by the Board, which maintains a waiting list for parking spaces. Shareholders must contact the Board in writing to be added to the waiting list. Shareholders may also contact the Board to be added to the waiting lists for second or third parking spaces, but priority will always be given to the shareholders with the least number of spaces.
    - i. When a space becomes available, the shareholder at the top of the waiting list will be notified of the availability. If a shareholder declines an available parking space, they will be placed at the bottom of their respective waiting list and the next shareholder on the waiting list will be notified of the availability.
  - c. Shareholders who accept an available parking space must submit a copy of their registration and current valid insurance for the vehicle they intend to park in the parking space. All vehicles must be registered to a shareholder or a member of a shareholder's immediate household residing in the building.

- d. No resident shall use or occupy a garage parking space on the Corporation's property except upon the following terms and conditions:
- i. A written parking license agreement must be executed prior to use of the space. The terms and conditions contained in the parking license shall be in addition to and not in place of these rules.
  - ii. Licensees shall receive only one garage key or garage door remote.
  - iii. Parking licenses are contingent upon the licensee paying their cooperative apartment maintenance and parking fees timely. Failure to pay either maintenance or parking fees timely will result in termination of the parking license.
  - iv. Licensees shall only park in their assigned spaces, unless otherwise directed by the Corporation's Managing Agent or Superintendent.
  - v. A fine of \$250.00 will be assessed to the owner of any vehicle parked in a manner which violates these regulations.
  - vi. Vehicles parked in designated "no standing" or "fire zone" areas are subject to towing at the owner's expense.
  - vii. Licensees may only park their registered vehicle in their assigned space, except that Licensees may allow a guest to park in their assigned space for no more than 24 hours upon written notice to the Corporation's Managing Agent advising the Managing Agent of the vehicle's owner, license plate, and length of stay.
  - viii. Vehicles may not block building entrances except to discharge or receive passengers.
  - ix. Any vehicle parked on the Corporation's property must be properly registered, have active insurance, and have current inspection.
  - x. Storage or long term parking of vehicles is not permitted in any area of the Corporation's property.
  - xi. All drivers must obey the directions of the Corporations Managing Agent and Superintendent regarding parking and traffic conditions on the Corporation's property.
  - xii. All owners of cars towed as a result of violations of these parking rules and regulations must contact the towing company as listed on the signs posted conspicuously throughout the Corporation's property.
  - xiii. No automobile repairs of any kind may be performed on the Corporation's property.
  - xiv. Tandem parking or "piggy-backing" of vehicles in a single parking space is strictly prohibited.
  - xv. The Board reserves the right to re-assign any parking space to properly facilitate parking and traffic patterns on the Corporation's property.
  - xvi. Any keys or garage door remotes issued to licensees are issued for the exclusive use of that licensee. Any licensee who allows another person to use their key or remote shall have their parking license terminated and, in the event that the person who uses a licensee's key or remote is currently on the parking waitlist, they shall forfeit their spot on the waitlist and be moved to the bottom.

- xvii. Any licensee found to be defeating any security system or door in the parking area of the Corporation's property shall have their parking license terminated.
  - xviii. Licensees shall ensure that no fluids leak from their vehicles that are parked on the Corporation's property.
  - xix. Vehicles must be parked only between the lines of their designated spaces.
  - xx. No personal belongings of any kind may be stored in parking spaces or in the garage. Personal belongings found in parking spaces are subject to removal and disposal without notice.
  - xxi. Any request to change parking spaces must be made in writing to the Corporation's Managing Agent.
  - xxii. The speed limit throughout the Corporation's property is 5 miles per hour.
  - xxiii. Residents are required to observe posted parking and traffic signs.
  - xxiv. Licensees are responsible for promptly updating their vehicle information with the Corporation's Managing Agent.
  - xxv. Licensees may not sublicense, sublet, or assign their parking licenses.
  - xxvi. No more than two parking spaces may be assigned to any one apartment.
  - xxvii. Violation of these parking regulations shall result in termination of your parking license.
  - xxviii. Garage keys and remotes must be returned upon vacatur of a parking space or the licensee's sale of their apartment. Licensees shall be responsible for the cost of any lost garage key or remote.
19. Bicycles, carriages, toys, shopping carts, etc., shall not be left standing in the common areas. Playing, including bicycle riding, scooters, roller skates and ball playing, is prohibited in the common hallways, the courts, stairways, front entrance area, and on the roof. The possession and use of wheeled, self-propelled, self-balancing scooters, commonly known as "hoverboards", is strictly prohibited throughout the building, including in individual apartments.
20. Washing machines, dryers, or combination washer/dryer machines shall not be used, installed, or kept in any apartment.
21. Delivery of any large item, including but not limited to all construction equipment and material and items requiring use of a hand truck, dolly, or more than one person, shall be made through the service entrance only. No large item deliveries shall be made through the lobby. Large item deliveries are subject to the rules regarding move-ins. Recipients of any large items are required to provide the Board of Directors with a certificate of insurance from the common carrier (delivery company) naming Sherman Terrace Cooperative Inc. and Total Realty Associates, Inc. as additional insureds. All large item deliveries must be scheduled with the Superintendent at least two (2) business days in advance.
22. Only authorized persons shall be permitted on the roof or in the meter, boiler or incinerator rooms; access or attempted access by any unauthorized person shall be a

violation of this rule. The doors to these areas shall be kept locked and alarmed at all times.

23. The Laundry Room is available for the use of residents only. Laundry may not be left in the washer or dryer after the completion of the machine's cycle; laundry left overnight will be removed. Laundry equipment must be used in strict compliance with the rules posted by the Corporation's laundry vendor. Residents are required to clean dryer lint traps after use.
24. Garbage Rules
  - a. All household waste shall be placed in the garbage room located in the basement. Recycling must be separated from garbage and placed in the appropriately labeled blue bin (plastic, aluminum, or glass). Food waste may be placed in the brown bin. All other waste must be placed in the grey bins. Cardboard boxes must be broken down and deposited in designated cardboard recycling area in the garbage room.
  - b. Absolutely no hazardous items or materials, including medical waste, shall be placed in the garbage room or near the basement entrance. Residents must dispose of any hazardous items in strict accordance with local, state, and federal law and manufacturer instructions.
  - c. No sharps (lancets, needles, and syringes) may be placed in the garbage room UNLESS they are secured in a leak proof, puncture-resistant container that is sealed, taped shut, and labeled "Home Sharps - not for recycling". Otherwise, sharps must be taken to a health care facility or pharmacy for disposal.
  - d. Absolutely no glass, plastic or metal, cardboard, sharps, or hazardous materials shall be put down the trash chutes.
  - e. Bulk items (furniture, cabinets counter tops, refrigerators etc) shall be placed neatly in the space provided near the basement exit on the east side of building and only on Sunday, Tuesday, and Thursday evenings. Transport of bulk items to the basement via the elevator must be scheduled with the Superintendent at least two (2) days in advance and residents are prohibited from transporting bulk items via the elevator unless protective wall coverings have been installed. Residents must ensure that bulk items placed in the basement are in compliance with the NYC Dept. of Sanitation rules for bulk items.
  - f. Electronics (computer monitors, computer towers, televisions, DVD players etc: ) shall be placed neatly in the space provided near the basement exit on the east side of building.
25. Group tours or exhibitions of any apartment or its contents, including auction or tag sales,

are prohibited without the prior written consent of the Board of Directors.

26. All shareholders shall maintain, and cause any of their sublessees to maintain, insurance (commonly known as "Co-op Homeowner's Insurance") insuring the shareholder against loss or liability for personal injury or property damage arising out of, or in connection with, the shareholder's ownership, use or occupancy of their unit. Such insurance shall be in the minimum amount of \$100,000.00 and cover the types of liability and damage specified by the Board from time to time by notice to all shareholders. All such insurance shall be written on companies licensed to do business in the State of New York and shall provide that they shall not be cancelled for any reason upon less than twenty (20) days written notice to the Corporation. All policies shall include coverage for improvements and betterments to the unit in an amount not less than the replacement cost of such improvements and betterments. Upon request by the Corporation, a shareholder shall furnish a copy of the policy or a certificate evidencing coverage. If available, all such policies shall name the Corporation and any persons specified by the Corporation as additional insured parties under the policy.
  - a. The shareholders shall use best efforts to include in its policy a waiver of the insurer's right of subrogation against the Corporation.
  - b. A shareholder's failure to obtain, pay for and maintain such insurance coverage shall be deemed a default under their proprietary lease.
  - c. All shareholders must provide the Corporation with written proof that they have obtained and are maintaining the required insurance coverage by January 1st of each year and at any other time upon fifteen (15) days written notice. Failure or refusal to produce written proof of insurance shall create the inference that the shareholder has failed to obtain and maintain insurance coverage in default of the proprietary lease.



## New Dog Application

<b>To: Sherman Terrace Board of Directors</b>	<b>Date:</b>
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<b>Name:</b>	<b>Phone:</b>	<b>Apartment No:</b>
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**For each new dog you wish to bring into your residence, please provide the following information.**

### Pet Information

Coloring:	Breed:
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Name:	Age:	Weight: lbs	Gender: <input type="radio"/> Male <input type="radio"/> Female
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Other pets in apartment:

### Veterinarian Information

Name:	Address:
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Telephone (day):

Has pet been spayed or neutered? Yes  No

Are pet's vaccinations current? Yes  No

Does pet have a New York City license? Yes  No

### Insurance Information

Do you have liability insurance in the event pet causes damage or injury? Yes  No

Insurance company: _____	Policy No. _____
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By submitting this form, I hereby acknowledge and agree to be bound by the Dog Regulations and any other rules or regulations promulgated by Sherman Terrace Cooperative, Inc. related to my ownership of a dog at 1010 Sherman Avenue, Bronx, NY.

Shareholder signature:	Date:
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Affix clear color photograph of dog here:

**You must submit copies of your New York City Dog License, Vaccination Records, Spay/Neuter Records, Proof of Insurance, and a clear color photograph of the dog with this form.**