

CAROLIN GARDENS, INC. HOUSE RULES

Revised May 5, 2020

Dear Shareholders,

These rules are to outline common agreements among Shareholders so that we may maintain our shared space in a cooperative and neighborly way. Thank you for your assistance.

- Carolin Gardens Board of Directors

For Common Safety:

1. The corporation must have access to every apartment in the event of an emergency. Shareholders must leave a full set of keys with the superintendent. These keys will be kept in a safe, locked box. They will be used only in the event of an emergency (for example, if there is flood in the bathroom that leaks into a lower floor). Shareholders who fail to provide keys to the superintendent will be liable for any expenses incurred in the course of gaining entry to their apartments in the event of emergencies.
2. The entrances, halls, corridors or stairways are solely for ingress in or egress from the Shareholders' respective apartments; they must therefore be kept clear of shoes, shopping carts, carriages and other items. This also applies to the stairs leading to the roof, the sidewalks and paths on coop grounds, and the common areas in the basement.
3. No Shareholder shall permit anything to be done within coop premises or bring or keep anything therein which will in any manner increase the rate of fire insurance on said buildings, or do or permit anything which shall conflict with the laws, regulations, and rules of the Fire Department, Housing Preservation & Development, NYC Department of Buildings, NYC Department of Health, and NYS Multiple Dwelling Law.
4. Smoking is prohibited in all the hallways, basements and interior common areas.
5. No one shall place or keep any flower boxes or other encumbrance on the window sills or fire escapes of the building.
6. The skylights, windows and doors that admit light into the passageways or into any part of the building shall not be covered or obstructed by any Shareholder.
7. Carolin Gardens has an exercise room in the basement of E building. Exercise equipment is for coop residents age 16 and older only (ages 12-15 only with supervision of an adult). Please obey all posted rules.

For Protection of our Common Property:

8. Toilets, sinks, bathtubs and all other drains shall only be used for the purposes for which they were intended. Sweepings, rags, paint, wipes, and cooking fats are not to be thrown into the drains as these can cause a stoppage in the house trap or drain line. Any damage to the pipes resulting from misuse shall be borne by the Shareholder.

9. Drain clearing products containing lye (e.g., Drano, Liquid Plumr) should never be used, as they eat away at the walls of our aging pipes. If a drain is obstructed, it must be cleaned by a competent person using proper equipment. Shareholders are not allowed to snake beyond the trap of their fixture; only a plumber authorized by the Corporation is allowed to do so.
10. Shareholders shall give immediate notice to the superintendent and/or Managing Agent of any accident or injury or damage to the water pipes, gas pipes, or gas fixtures in the buildings. If there is a leak, the service should be shut off promptly by the superintendent or other authorized person.
11. No one will be allowed on the roof for any purpose, except in case of emergency. No antennas or any appurtenances may be installed on the roof without the prior written approval of the Board of Directors.
12. Windows are owned, installed, and maintained by the coop. Shareholders may not paint or pierce any metal portion of the windows. The permanent installation of window guards and air conditioners can be done only by the superintendent or an agent of the Corporation. Air conditioners in bay windows are limited to a maximum of 65 pounds. Any costs associated with repair or replacement of windows damaged by the Shareholder will be charged back to him/her.
13. Shareholders are prohibited from throwing anything out of the windows or doors or down the passages or skylights of the buildings, nor shall they mark or defile the walls, windows and doors of the buildings.
14. The installation in apartments of washing machines and/or dryers is prohibited.
15. Dishwashers are permitted on a case by case basis with approval from the board and following completion of either a Dishwasher Application or an Alteration Agreement.

To Secure a Comfortable Shared Living Environment:

16. Shareholders shall not make or permit any unseemly or disturbing noises that interfere with the rights or comfort of others. There shall be no loud playing of any musical instrument, music player, TV, or radio between the hours of 11 PM and 8 AM.
17. Any repair work within apartments must be done between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, and from 10:00 a.m. to 4:00 p.m. on Saturday. No work is to be done on Sundays.
18. There shall not be more than two pets in an apartment. Shareholders must first obtain the approval of the Board of Directors before getting any dog. The Board retains the sole right to make necessary judgments regarding this issue.
19. The laundry facilities may not be used outside of the posted allowed hours, as use of machines is a disturbance to the Shareholders in the above building.
19. The back yard is for the enjoyment of all coop residents. Please be considerate of your neighbors when using it. BBQ grills are only to be used on the flagstones behind B,C & E

buildings, and with adult shareholder supervision. Outdoors events should be over by 10 pm.

20. There is a community room in E building basement. In addition to being used for common purpose of the co-op, the community room is also available for private rental by the shareholders through the Managing Agent. All activity in the community room must be over by 10 pm, and the room must be cleaned and returned to its initial state.
21. There are garbage and recycling bins behind each building for use of residents. Everyone must obey all NYC recycling laws or the coop will be fined (guidelines are posted in the lobby of each building). Large items should be brought out to the curb on the evening before a garbage pick-up day.

Renovations:

23. Shareholders are not permitted to make any alterations in the apartments without first consulting with and receiving the written consent of the Board of Directors through the Managing Agent. A completed Decoration Agreement or Alteration Agreement should be submitted in writing to the Managing Agent at least 30 days before work is contemplated. Decoration refers to work which deals with mostly cosmetic repairs, like installing cabinetry or sanding floors. Alteration refer to major changes, such as removing any walls or parts thereof, redoing kitchens or bathrooms, and any project requiring plumbing or electrical work.
24. Board members and/or the Managing Agent will inspect apartments post renovation to ensure that the work done has adhered to the scope of work approved by the Board.

Moving:

25. A "moving deposit" will be collected at the time of closing from the buyer and seller individually in the amount of \$250.00 each for the purpose of repairing any damages incurred as each party moves. After each party moves, a separate assessment of the building's condition will be made, and the "moving deposit" will be refunded to each party less the cost of any repairs attributed to their move.
26. Board members and/or the Managing Agent will inspect apartments listed for sale prior to Board approval of any said sale.

Subletting:

27. The Board of Directors will consider subletting of units on a case-to-case basis under the rules and conditions laid out below. Terms of sublease may not be more than one year, with an additional one-year renewal at the option of the Board (provided that a written petition for renewal is submitted 60 days prior to the expiration of the sublease). A Shareholder may not sublet his/her apartment more than once in a five-year period.
 - a. Applicant Shareholders must use the Carolin Gardens standard sublease form and submit a fully executed copy to the Board, along with sublessee's employer and landlord references and copies of recent pay stub, most recent W-2 form, or 1040 tax return.

- b. Sublessee and all persons intending to occupy the apartment shall meet with the Board before approval is given.
- c. Sublessee shall deposit into Carolin Gardens escrow account a sum equal to three months' maintenance to be held as security and to be used for repairs.
- d. Shareholder shall pay to Carolin Gardens, Inc., an annual sublet fee equal to fifty percent (50%) of the Corporation "flip tax" then in effect.
- e. The Shareholder shall bear the responsibility for any legal fees incurred by the Corporation in connection with the sublease.
- f. The Shareholder shall continue to make, and remain primarily liable for, monthly maintenance payments to the Managing Agent.
- g. The Shareholder shall be responsible for maintaining the condition of the apartment and the conduct of the sublessee.

Maintenance charges:

28. Maintenance charges and special assessments are billed on the first day of each month, and are due by the 10th day of the same month. Following the 30th day of the month, late fees will apply for any unpaid balances according to the guidelines set by the Board of Directors.

Superintendent:

29. The superintendent receives his/her instructions from the Managing Agent. The Shareholders are not to conflict with same.

Changes to the House Rules:

29. The Shareholders, through their Board of Directors, reserve the right to rescind any of these House Rules. They may make other and further rules and regulations which, in their judgment, may from time to time be needed for the safety, care and cleanliness of the buildings and for the preservation of good order. These can not, however, be inconsistent with the proper and rightful enjoyment of the Shareholders.

Nothing contained herein shall limit the rights of the Corporation as set forth in the Proprietary Lease, including, but not limited to, the right to change these rules at any time.