

# **BERKOWNERS INC. – HOUSE RULES**

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# *Berkowner Inc.*

## **HOUSE RULES**

### **Occupancy**

1. Move-in/Move-out policy – All move-ins and move-outs **MUST** be conducted during the hours of **9:00 AM to 5:00 PM, Mondays through Fridays ONLY** (except holidays). Before the move Shareholder/Renter/Sublessee must complete the Move In/Out Form and submit it to the Managing Agent along with a Certificate of Insurance (COI) from the moving company, per provided sample.. The Shareholder/Renter/Sublessee must contact the Superintendent to schedule the move and ensure that the elevators are padded before the move commencing. Please see attached Schedule of Fees for move-in/move-out fees.
2. Sublets will only be granted under the following conditions:
  - a) The Shareholder(s) has physically occupied the apartment for at least five (5) consecutive years.
  - b) Thereafter, subleasing is permitted for four (4) years out of any five-year (5) period.
  - c) Subleases cannot be for more than 1 year but may be renewed.
  - d) A Sublet Application **MUST** be completed **AND** approved by the Admissions Committee before a sublessee can take possession of the apartment.
  - e) The sublease fee is two 2 months maintenance, per annum, payable upon approval of sublease and any renewals thereafter.
  - f) All sublessees **MUST** abide by **ALL** House Rules.
  - g) Shareholder(s) can only own one (1) apartment, except for Shareholder (s) who combined two adjacent apartments.
  - h) Short Term rentals are prohibited.
3. The Lessee (Shareholder of the Corporation) shall provide the Board of Directors, from time to time, upon demand, the names of all the occupants of the apartment of the Shareholder. Any changes or additions of people residing in the apartment shall be reported in writing to the Board of Directors within 30 days. (See Section 14 of Proprietary Lease)
4. Maintenance is due on the first of each month. A late fee will be charged to the Shareholder/Renter for any maintenance not received by the 15<sup>th</sup> of the month. In addition, a fee will be charged for all bounced checks as well as any bank fees incurred by the Co-Op. (See Schedule of Fees).
5. No Shareholder/Renter shall install additional locks or lock faceplates on the apartment doors or make any changes to the door bars. If a cylinder is replaced, the new cylinder shall fit into the same opening as the old cylinder. A duplicate key shall be given to the Managing Agent.
6. All Shareholders must obtain homeowners insurance that covers at a minimum \$500,000.00 in Liability and \$25,000.00 in Property. Sublessees of Shareholders and Coop Treasury non-regulated Renters must obtain renters insurance at a minimum of \$500,000.00 in Liability, \$25,000.00 in Property. Berkowners Inc. and the Managing Agent must be listed as "Additional Insured" on the policy. The policy should read under Additional Remarks:

Additional Insured:

  1. Berkowners Inc.
  2. Metro Management Development Inc.

Berkowners Inc. and the Managing Agent may be listed as "Additional Interested Party" if the insurer will not underwrite an Additional Insured. Shareholders and Renters shall provide the Managing Agent with copies of the declarations page for any apartment they own/rent. Copies of the Certificate of Insurance shall be submitted to the Managing Agent on a yearly basis.

7. The agents of the Board of Directors and any contractor or workman authorized by the Board of Directors may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures involving exterminator services are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of maintaining social hygiene as may be necessary to control or exterminate any such vermin, insects or other pests.
8. In case of an emergency – water leaks, heating issues, gas smells, etc. – the Super/Assistant Super shall enter the premises to address the situation.
9. Shareholders shall be held responsible and liable for the actions of their family members, roommates, subtenants, and guests.

### **Quiet Enjoyment**

10. All Shareholders/Renters are entitled to quiet enjoyment. No Shareholder/Renter shall make or permit any disturbing noises in the building or do or permit anything to be done therein that will interfere with the rights, comfort, quiet enjoyment, or convenience of other Shareholders/Renters.
11. Floors of each apartment **MUST** be covered with rugs or carpeting or equally effective **noise-reducing material** to the extent that at least 80% of the floor area of each room, excepting only kitchens, pantries, bathrooms, and closets. Residents who own a dog must also have thick padding under the carpet of no less than ½ inch. In cases where the Board receives complaints regarding excessive noise from foot traffic, the Managing Agent will inspect the apartment to confirm that the carpeting rule has been obeyed and is so covered.

### **Renovations, Repairs, Maintenance, and Deliveries**

12. All renovations may be made only after the Shareholder has submitted to the Board of Directors a completed Renovation Application and only after said Application had been approved by the Board. Depending on the scope of the renovation, either a Short Form Alteration Agreement or Long Form Alteration Form must be completed. See forms uploaded on our website to determine which form is required for your renovation.  
  
Only after approval of the Board of Directors may contractors hired for repair and maintenance and/or renovation be permitted access to the buildings. Approval shall not be unreasonably withheld or delayed. The Management Agent and/or Property Superintendent must be permitted access to the apartment to ensure renovations comply with the approved renovation package. Failure to allow access will result in the Board possibly stopping the work.
13. All deliveries of furniture, appliances, etc. **MUST** be conducted during the hours of **9:00 AM to 5:00 PM, Mondays through Fridays ONLY** (except holidays). Your vendor **MUST** submit a certificate of insurance (COI) to the superintendent prior to the delivery date. A sample COI is uploaded on our website.
14. No construction, repair work or other installation involving noise shall be conducted in an apartment except on weekdays (other than legal holidays), and only between the hours of 8:30 AM and 5:00 PM. (Please refer to the Renovation Application for detailed information regarding outside contractors.)
15. All air conditioners **MUST** have safety brackets and shall be installed in accordance with the requirements of applicable government agencies.
16. Trunks and heavy baggage that cannot be carried shall be taken in or out of the building through the basement.
17. No Shareholder/Renter shall use any employee of the Cooperative for any private business of a Shareholder/Renter during normal staff working hours. Arrangements can be made to use the staff during their off-time and compensation is at the sole discretion of the Shareholder and staff. In the

event such an arrangement is made, Shareholder and staff member must sign an acknowledgment and indemnity to Co-op regarding such work.

18. The Shareholder/Renter shall keep the windows and attached screens of the apartment clean. No refuse and/or excess furnishings shall be visible from the exterior of the windows. In case of refusal or neglect of the Shareholder/Renter after ten (10) days' notice in writing from the Board of Directors or the Managing Agent to clean the windows of said apartment, such cleaning may be done at the direction of the Board of Directors who shall have the right, by its authorized agents, to enter the apartment for such purpose and to charge the cost of such cleaning to the Shareholder/Renter
19. Complaints regarding any problems with the services of the building shall be made in writing to the Managing Agent of the Cooperative.

### **Pets**

20. Pets are defined as dogs licensed by NYC, cats, birds, and other animals that have received all inoculations required under NYC or NYS laws or ordinances and that are not prohibited by the NYC Department of Health and/or by New York State. No other animals are allowed to reside in or to be brought into an apartment or common area of the cooperative.
21. Shareholders/Renters are allowed to have a maximum of two pets residing in an apartment and no more than three combined resident and visiting pets at any given time. Effective July 1, 2020, Shareholders/Renters can have **dogs with a full-grown maximum weight of 30 pounds**. Shareholders/Renters who have dogs before July 1, 2020, are grandfathered; but, upon the death of their pet(s) or the pet permanently vacating the unit, for any reason, Shareholders/Renters must abide by the new House Rule.
22. Existing Shareholders/Renters are required to register their resident pets with the Board through the completion of the Pet Documentation Form (which can be found at [thebekekeycoop.com](http://thebekekeycoop.com) website) within 7 days of the pet taking residence. Shareholders/Renters are also required to register any visiting pets staying with them in their apartments for more than 5 days. Prospective shareholders/renter must declare all existing pets with the Admissions Committee and if required by the Admissions Committee or the Board, present all existing pets at an interview before the Admissions Committee and/or Board. Photos of the pets and either the application for licensing or the licensing tags of any pet dogs must be presented. All new resident pets, even those who replace a previous pet, must be registered within the aforementioned timeframes.
23. Cats and birds are to be kept in apartments at all time.
24. Pets are not allowed in the laundry rooms at any time, and pets (other than cats and birds) must be on a leash held by their caretakers in any of the common areas of the buildings, including but not limited to lobbies, elevators, hallways, and gardens at all times.
25. Owners are responsible for immediately and thoroughly cleaning up any accidents which their pets or the pets visiting them may have. Required clean-up shall include any and all common areas within the buildings, outdoor walkways, courtyards, sidewalks and streets adjacent to the buildings.
26. Owners are responsible for ensuring that a pet does not present a danger to other persons or pets, interfere with the rights of any other shareholder/resident to the quiet enjoyment of their unit or otherwise engage in objectionable behavior such as but not limited to uncontrolled barking at any times, barking whenever anyone walks by the apartment, growling, snapping, biting, lunging or jumping at others, and frequent jumping or heavy movements in the apartment heard in other apartments.
27. In addition to the fees outlined in the attached Schedule of Fees, the Board, upon the receipt of two nuisance complaints concerning the same pet, upon 2 fees on any pet, or upon any single incident in which the pet has bitten, clawed or otherwise physically attacked a person or another pet, the Board, at its sole discretion, may either require the immediate removal of any animal who bites, claws or otherwise harms any person or pet, and the Board may require permanent removal of the pet or the

registration in and successful completion of the pet in a certified pet training program within 30 days at the sole expense of the shareholder/resident owner(s) of the pet. Failure to successfully complete the training program or any subsequent repeated offense will automatically result in the permanent removal of the pet. In addition, the Board, at its sole discretion, may require that any pet engaging in aggressive behavior or excessive barking be muzzled as well as leashed when in any common area outside of the resident apartment.

28. Shareholders/Renters are ***EXPRESSLY FORBIDDEN TO FEED*** pigeons, cats or other non-domesticated animals from the windowsills, in the gardens, the courtyard or any birds, squirrels in public portions of the buildings or on the sidewalks or streets adjacent to the buildings.

### **Smoke-Free Policy**

29. The term "Smoke" or "smoking" means: (a) The carrying, smoking, burning, inhaling, or exhaling of any kind of heated or lighted cigar, cigarette, hookah, lighted pipe, plant material intended for inhalation, or any other lighted smoking equipment.
30. Electronic Cigarette: The term "electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to e-cigarettes, e-cigars, e-pipes or under any product name.
31. As provided under New York City Local Laws 2013/152, 2016/042, and 2017/141; as well as other applicable laws and regulations; smoking (tobacco or any other substance) and electronic cigarette use ("vaping") are strictly prohibited in all common areas of this property, including, but not limited to the community room, laundry room, walkways, garden areas, hallways, and stairwells
32. Smoking and electronic cigarette use are permitted in the apartments and/or balconies, if any. However, smoking and electronic cigarette use are only allowed in the apartments and/or balconies of this property so long as such conduct does not rise to the level of a nuisance, i.e., does not interfere with any other tenant's quiet enjoyment of the property (for example, odors from smoking in an apartment should not permeate the common areas [hallways, lobbies, etc.]).
33. This Smoking Policy applies equally to all owners, tenants, sub-tenants, guests, licensees, live-in employees, and service workers.
34. The tenant (named party on lease) is responsible for enforcing this Smoking Policy with respect to all co-habitants, visitors, guests, and relatives who may visit, stay at, or live at the tenant's premises. The landlord will take all appropriate and lawful enforcement measures, should any person violate the terms of this policy, as stated above.

### **Vandalism**

35. In the event damage is sustained to the property of the Cooperative by vandalism or intentional or malicious acts, the perpetrator thereof shall be required to pay for the repair of the damage and reimburse the Cooperative for all costs and expenses paid or incurred by the Cooperative in connection with the said damage and its repair; and the Board of Directors of the Cooperative shall have the right to impose such administrative fees against the perpetrator as it shall deem appropriate in its sole discretion. All said costs and expenses and administrative fees shall be considered to be additional rent (maintenance) under the proprietary lease with the perpetrator. The Board of Directors of the Cooperative may also file criminal complaints against the perpetrator. Some types of vandalism include, but is not limited to, graffiti, theft, arson, breaking glass, etching, keying, etc. Shareholders shall be held responsible and liable for the actions of their family members, roommates, sub-tenants and guests.

### **Garbage / Trash**

36. The following rules shall be observed with respect to garbage removal:

- a. Compactor rooms and other apparatus in the building shall not be used for any purposes other than those for which they were constructed nor shall any sweepings, rubbish, rags, moving debris, or any other article be left in the compactor rooms.
- b. Any items put in the trash chute needs to be completely pushed down the chute.
- c. Garbage and refuse shall be bagged or tied before entering the chutes. All wet debris is to be securely wrapped or bagged in small packages sized to fit easily into the trash chute. The recycling bins in the compactor rooms are to be used only for cans, and glass containers that are approved for New York City Recycling. All paper and cardboard should be brought to the appropriate bins and areas in the basements. No Shareholder/Renter is permitted to dispose of organic food-related refuse in the recycling containers. No recyclable item is to be disposed of in the trash chute. Any boxes from food or grocery deliveries, crates and any other bulky items (including stacks of newspapers and magazines), discarded furniture, and/or household items are to be placed in the refuse area of the basement.
- d. Recycling bins have been placed in the basement of all buildings. Residents are required to use the appropriate recycling bin when disposing of their trash.
- e. Debris shall be completely drip-free before it leaves the apartment and carried to the compactor room in a careful manner and in drip-proof garbage bags then placed into the trash chute so it will drop down the chute for disposal. Shareholders/Renters are responsible for cleaning up any spillage caused in the removal of their refuse.
- f. No glass items are to be placed in the trash chute.
- g. No construction debris, carpet sweepings, containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil-soaked rags, empty paint or aerosol cans or any other inflammable, highly explosive, combustible, or noxious substances or potentially lighted cigarettes or cigar stubs be thrown into the trash chute.
- h. Vacuum cleaner containers or bags shall not be emptied into the trash chute. Such dust, dirt, etc., shall be bagged or wrapped in a securely tied package and then placed in the trash chute.

### **Common Areas**

37. Children are not allowed in the common areas (hallways, stairways, basements, fire towers, fire escapes, elevators, interior garden, etc.) of the buildings unless accompanied by a responsible adult.
38. No screaming, yelling or horseplay is allowed in the common areas (hallways, stairways, basements, fire towers, fire escapes, elevators, interior garden, etc.) of the buildings.
39. The public halls and stairways of the buildings shall not be obstructed or used for any purpose other than entry to or exit from the apartments in the building and the fire towers, or fire escapes shall not be obstructed in any way. No exterior or interior building doors should be propped open unless attended at all times. No article shall be placed in the halls or on the staircase landings or fire towers or fire escapes, and nothing shall be hung from the doors that protrude past the door frame.
40. A Shareholder who is a doctor or someone who conducts business shall not use the lobby as a waiting room for their patients or visitors.
41. No public **halls** or areas of the building shall be decorated or furnished by any individual or group of Shareholders/Renters in any manner without the prior written consent of the Board of Directors.
42. No sign, notice, or advertisement shall be inscribed or exposed on any door or window or another part of the building except as shall have been approved in writing by the Board of Directors or the Managing

Agent.

43. No bicycles, scooters, skateboards, rollerblades, or similar vehicles shall be allowed in the lobbies. These items, unless carried, must enter and exit the building through the basement. None of the above may be left standing in the halls, passageways, public areas or courts of the buildings.
44. No wires, radio and/or television aerials or dishes shall be attached to or hung from the exterior of the building under any circumstances.
45. The Shareholder/Renter shall use the available laundry facilities only during hours designated by the Board of Directors or Managing Agent. Washing machines and dryers are not allowed in any apartment. If a tenant is found to have a washer and or dryer they will be required, at their expense, to immediately remove the machine(s) and pay the required administrative fees.
46. The Board of Directors shall have the right to designate the space devoted to storage and laundry purposes. No shareholder shall be permitted to store any explosive, flammable or volatile substance in their apartment and/or a storage area.
47. No group tour, exhibition or open houses of any apartment or its contents and the gardens shall be conducted nor shall any auction sale be held in an apartment without the consent of the Board of Directors or its Managing Agent.
48. Decorations of apartment doors and halls shall not be made without the written consent of the Board of Directors or the Managing Agent. Holiday decorations may be made for a reasonable time proximate to that holiday and in such a way as to cause no damage to the door.
49. Shareholders/Renters shall pick-up their litter in the garden and in all public areas of the premises.

### **Garden**

50. The garden is a private outdoor residential space within the Berkeley co-op for all residents to use and enjoy.
  - a. All areas of the garden are in close proximity to residents' windows; hence anyone using the garden must be respectful of their neighbors by keeping voices down and noise to a reasonable level.
  - b. Quiet time in the garden is from 9:00 PM to 9:00 AM with quiet time extended to 10:00 AM on Sunday mornings. Please limit all activities in the garden during these times, so as not to disturb other residents.
  - c. There is no smoking in the garden at any time.
  - d. No active sports, with or without equipment, likely to cause injury or damage to the surrounding buildings, windows or landscaping.
  - e. No bicycles, skates, skateboards, scooters, or similar devices.
  - f. Children 10 and under must be accompanied and supervised by an adult.
  - g. A general rule to follow in the garden is to leave no trace; if you have garbage (including plastic bags, food scraps, etc.) you must remove them when you leave and place them in an appropriate trash receptacle. There are trash receptacles on both the south and north ends of the garden near the gates to the street. All garden furniture must be restored to its original location after use.

**Important:** All garden plantings are the product of volunteer residents and must be treated with respect. Cutting, picking, removing, adding to, watering, walking on, or otherwise disturbing any of the plantings is prohibited without the consent of the garden plot's volunteer caretaker.

- h. Pets are permitted only in the pet friendly zone, which is the raised area south of the sunken garden, subject to the following restrictions:
  - i. Pets are permitted in the garden only when accompanied by a building resident.
  - ii. Pets can only enter/exit the garden using the entrances at the south end of the garden (entrances located at the far end of 77th and 78th Streets only).
  - iii. Pets must be leashed and controlled at all times. Pets demonstrating aggressive behavior are not permitted in the garden.
  - iv. Pets must be walked to relieve themselves before entering the garden.
  - v. Any accident must be cleaned and hosed by the resident immediately.
  - vi. The first violation of any pet rule will be an administrative fee of \$100.
  - vii. Subsequent violations will lead to the pet being prohibited from entry in the garden.
  - viii. The owner resident of any pet prohibited from entering the garden will be subsequently charged an administrative fee of \$200 each time the prohibited pet enters the garden.

### **Other**

- 51. For purposes of the House Rules, children are considered individuals under the age of 10.
- 52. Any consent or approval given under these House Rules by the Board of Directors or Managing Agent shall be revocable at any time. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors.
- 53. Any e-battery vehicle (such as e-bikes, e-scooters and hoverboards) are now banned from the Berkeley. This rule does NOT apply to mobility assist devices, such as motorized wheelchairs. If a vehicle or device banned by this rule is found inside at the Berkeley, the vehicle or device will be immediately unplugged and the owner will be charged a fee of \$300. If the vehicle or device is still on the premises after 24 hours, the fee will increase to \$600.



# ***Berkowners Inc.***

## **Schedule of Fees**

The fees on the following page are for violations of the Proprietary Lease and/or the House Rules. The fees are not in lieu of the rights and remedies that the Cooperative may have pursuant to the provisions of the Proprietary Lease and House Rules, but they are in addition thereto. The schedule of fees may be added to, amended or repealed at any time by resolution of the Board of Directors.

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## Schedule of Administrative Fees/Charges

**HOUSE RULES - SCHEDULE OF FEES/CHARGES**

1	Move-in/Move-out security deposit - \$550 of the security deposit is refundable after the move, upon the building manager's verification that no damage has been incurred to the building.	\$750
2	Move-in/Move-out - In violation of the move-in/move-out time frame - See House Rule #1	\$1,000
3	Sublet Fee - House Rule #2 - The sublet fee is 2 (two) months maintenance, per annum, payable upon approval of a sublease and any renewals thereafter.	Various
4	Sublets - In violation of House Rule #2. Please refer to the Sublet Application for full details concerning sublet procedures.	\$5,000
5	Maintenance/Rent late payment fee - Penalty will be assessed to each Shareholder's/ Renter's account for late payment of maintenance/rent. See House Rule #4	\$75
6	Bounced Checks - Fee plus any and all bank charges incurred by Berkowners. See House Rule #4	\$75
7	Carpeting - In violation of House Rule #11	\$500
8	Washing Machines - In violation of House Rule #45	\$2,000
9	Lobbies/Common Areas - In violation of House Rules 37 to 44 and 46 to 49	\$250
10	Renovations violation - Doing renovations, construction, or repair work during weekends and holidays, or before 8:30 AM; after 5:00 PM. See House Rule #14	\$1,000
11	Renovations - Without prior approval of the Board of Directors in violation of Proprietary Lease. See House Rule #12	\$5,000
12	Air Conditioners - In violation of House Rule #15 (for each air conditioner).	250
13	Apartment Doors - In violation of House Rule #5. In addition to the penalty, the shareholder will also be responsible for any fines imposed by the FDNY, as well as the replacement of the door.	\$500
14	Hall / Compactor Rooms - In violation of House Rule #36	\$250
15	Garden - House Rule #50 - The first violation of any garden pet rule - fee + barring from garden. The owner resident of any prohibited pet will be subsequently charged each time the prohibited pet enters the garden.	
	First violation	\$100
	Additional violations	\$200
16	Pets Violation - In violation of House Rules 20, 25, and 27	
	First violation	\$500
	Second violation	\$1,000
	Third violation - Pet must be removed from premises	
17	Pets Violation - In violation of House Rules 21, 24, 26, and 28	
	First violation	\$300
	Additional violations	\$600
18	Smoke-Free Policy Violation - In violation of House Rules #31, 32, 34	
	First violation	\$300
	Additional violations	\$600
19	Vandalism - In violation of House Rule #35	\$1,000
20	Other - Vehicle or Device with e-battery found on premises	
	First violation	\$300
	After 24 hours	\$600
21	Fees for all other violations of House Rules:	
	First violation	Warning
	Second violation	\$100
	Any additional violations for the same offense	\$500