

# LONDON TERRACE TOWERS

## HOUSE RULES

1. The public halls and stairways of the buildings shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the buildings, and the fire towers shall not be obstructed in any way.

2. No clients or employees or any other invitee of any professional who has offices in the building or any resident who uses their residence for home occupation shall be permitted to wait in the lobby or any other public area of the building.

3. Neither residents nor their guests shall play in the public halls, courts, stairways, fire towers or elevators. No one is permitted on the roofs other than the 470 roof deck during open hours.

4. No public hall of the buildings shall be decorated or furnished by any resident. In any manner without the prior consent of the Board of Directors. No permanent decals or attachments shall be placed on doors.

5. No resident shall make or permit any disturbing noises in the buildings or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other residents or be permitted to operate a stereo system, phonograph or a radio or television loud speaker in such resident's apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including designated holidays) and only between the hours of 9:00 a.m. and 5:00 p.m. Also, **no resident shall play upon or suffer to be played upon any musical instrument and no resident or their guests shall sing or coach another singer for more than two hours followed by a break of at least two hours - up to a maximum of six hours per day - between the hours of nine o'clock a.m. and ten o'clock p.m.**

6. No article shall be placed in the hall or in the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the windowsills of the buildings. Jute or rattan doormats are permitted in front of apartment doors.

7. Except as specifically provided herein to the contrary, no new window mounted air conditioners will be permitted in any residential units at London Terrace Towers. Current shareholders can retain **existing** window mounted air conditioners, and **can replace** units in existing window mounted sleeves for maintenance reasons, provided, however, where a window does not contain a window mounted unit, no new window mounted air conditioners will be permitted. All window mounted air conditioners must be installed in compliance with NYC regulations. A shareholder who currently has window mounted air conditioner(s) in a room(s) and no air conditioner in another room(s) must have a through the wall sleeve built for any new air conditioning units

installed. Current shareholders with existing window-mounted units are exempt, provided, however, with the transfer of shares to the next owner. The new shareholder will be permitted to use an existing window mounted unit for a period no longer than 90 days from the purchase of the of the apartment and, then the window air conditioner must be replaced with a through the wall unit.

The following apartments are exempt from this ruling because it would damage the exterior façade:

405 West 23rd Street  
Apartments on floors 2, 3, 15, 16

410 West 24th Street  
Apartments on floors 2, 3, 15, 16

465 West 23rd Street  
Apartments on floors 2, 3, 15, 16

468 West 24th Street  
Apartments on floor 1

470 West 24th Street  
Apartments on floors 2, 3, 15, 16

The Corporation reserves the right to approve the location of all through the wall sleeves and all shareholders must get approval with the Board of Directors or its agents for the location of the through the wall sleeves, which will not be unreasonably denied, although, the Board's decision will remain final and the decision will be made based on the impact of the building structure, possible damage to the exterior facade, and overall appearance of the property. Owners of shares in exempted apartments may apply for approval of a wall-mounted sleeve in a non-standard area (not directly below a window). The Board will, at the shareholders expense, remove any unauthorized wall mounted air conditioning units or window mounted units. Then restore the wall or window to its state prior to the unauthorized installation.

8. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building. Such as shall have been approved in writing by the managing agent. Personal advertising, as approved by the managing agent, may be displayed in designated areas only i.e. laundry rooms bulletin boards.

9. No tricycles, bicycles, scooters, baby carriages or similar items shall be allowed to stand in the public halls, passageways, areas or courts of the building. Roller blades, skateboards and bicycles are not to be worn or used in the lobbies, laundry rooms, hallways or any other public area of the building.

10. Messengers and trades people shall use such means of ingress and egress as shall be

designated by the Board of Directors.

11. All moves in or out of the building must be scheduled in advance with the managing agent. Moves are allowed only between the hours of 9:00 AM and 5 PM, Monday through Friday. A moving fee, at an amount to be determined by the managing agent, must be remitted to the managing agent before the move is authorized. A deposit, at an amount determined by the managing agent, must be remitted to the managing agent before the move is authorized. All moves must take place in elevators the managing agent designates and which are protected against damage.

12. Any delivery, either in or out of the building, of large items (such as, but not limited to, trunks, appliances, large boxes, furniture, etc.) or large items which are for commercial use should be scheduled in advance with the management office. These deliveries must be in a protected elevator and in the elevator designated by the managing agent.

13. Delivery persons and residents and their guests are prohibited from posting and/or distributing material anywhere in the buildings without the approval of the managing agent. This includes, but is not limited to, political or religious literature, menus or commercial advertisements.

14. Water closets and other water apparatus in the building shall not be used for any other purposes than those for which they were constructed, nor shall any sweeping, rubbish, rags or any other article to be thrown into the water closets. The Resident in whose apartment it shall have been caused shall pay for the cost of repairing any damage resulting from misuse of any water closets or other apparatus.

15. No resident shall send any employee of the Cooperative out of the building on any personal business of a resident or otherwise require employees to perform service, which is separate.

16. Residents shall be permitted to keep animals as pets provided that the pet does not interfere with the use and enjoyment of the buildings by the other residents. In no event shall any animals be permitted in any of the public portions of the buildings unless carried or on a leash. Each resident who keeps an animal in the buildings shall indemnify the Cooperative and its Board of Directors and hold said parties harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having an animal in the buildings. Notwithstanding the foregoing, the Board of Directors of the Cooperative shall have the right to limit the number of animals kept by a resident. The Board of Directors of the Cooperative also reserves the right to prohibit any animal that the Board of Directors of the Cooperative determines to be interfering with the use and enjoyment of the buildings by the other residents. Residents are prohibited from feeding birds or any animals from windowsills or any public area of the buildings.

17. No awning, flag, radio, television aerial, satellite dish or other electrical equipment shall be attached to or hung from the exterior of the building without the prior written

approval of the Lessor or the managing agent.

18. No vehicles belonging to a resident or to a member of the family or guest, subtenant or employee of a resident shall be parked in such manner as to impede or prevent ready access to any access of the buildings by another vehicle.

19. Residents shall use the available laundry facilities only upon such days and during such hours as may be designated by the Board of Directors. The Board of Directors shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes. Smoking and pets are not allowed in the laundry Room.

20. All residents and their guests must wear proper attire, including shirts and shoes at all times in all lobbies of the building.

21. Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise reducing material to the extent of at least 80% of the floor area of each room excepting only kitchens, bathrooms, and closets **in the original locations**.

22. No group tour or exhibition or "open house" of any apartment or its contents shall be conducted, nor shall any auction or tag sale be held in any apartment without the approval of the Cooperative's Board of Directors or managing agent.

23. Residents shall keep the windows of the apartment clean. In case of refusal or neglect of the resident during ten (10) days, after notice in writing from the Board of Directors to clean the windows. Such cleaning may be done by the Board, who shall have the right, by its officers or authorized agents, to enter the apartment for such purpose and to charge the cost of such cleaning to the resident.

24. The passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the corporation and there shall be no interference whatever with the same by residents or members of their families or their guests, employees or subtenants.

25. Complaints regarding the service of the buildings shall be made in writing to the managing agent.

26. Any consent or approval given under these House Rules by the Corporation shall be revocable at any time.

27. Residents of London Terrace Towers may hire the building's employees on the employees' non-working hours, provided a waiver as written by the management agent approving the work is executed by the resident. (See addendum #1)

28. Garbage and refuse disposal must be in accordance with guidelines set by the Sanitation Department of the City of New York. Recycle Laws must be observed at all

times. **The following rules shall be observed with respect to refuse disposal:**

- a. All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper.
- b. Debris should be completely drip-free before it leaves the apartment and carried to the compactor closet in a careful manner and in a drip proof container: then placed into the flue hopper so it will drop into the flue for disposal.
- c. No bottles or cans shall be dropped down the flue, but shall be left in a neat manner in the recycling area.
- d. Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into the hopper opening. Small items of this nature may be left in a neat manner on the floor. For bulky items, call the management office.
- e. Under no circumstances should 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, explosive, highly combustible or noxious substances or lighted cigarettes or cigar stubs be thrown into the compactor flue.
- f. Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through the hopper door panel into the flue.
- g. The superintendent shall be notified of any drippings, or moist refuse appearing on compactor closet floor and corridors.

29. No resident shall install any plantings on the terrace, balcony or roof without the prior approval of the managing agent. The regulations and guidelines are covered in addendum #2, a copy of which is in the office of the managing agent.

30. The agents of the Board of Directors, and any contractor or workman authorized by the Board, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment. To ascertain whether measures are necessary or desirable to control or exterminate vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the board takes measures to control or exterminate vermin, insects or other pests, the cost thereof shall be payable by the resident.

31. Installation of garbage disposals is not permitted.

32. All guests staying in the apartment in the absence of the owner must be registered with the managing agent. Such guests are not allowed to stay in the apartment for a period of more than thirty days. After thirty days, such guests must complete a sublet

package and be approved by the managing agent.

33. All residents must give a complete set of all keys to the apartment to the managing agent.

34. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Coop.

### **ADDENDUM #1 TO ARTICLE 27**

#### **WAIVER/LONDON TERRACE OWNERS, INC.**

Residents of London Terrace have requested the right to use the building's employees (the "Employees") on the Employees' non-working hours. The Board of Directors of London Terrace Owners, Inc. (the "Board") is willing to permit such use if the Employee is willing, providing this waiver is executed by the resident. Each person signing below (the "Undersigned") represents that he or she resides at one of the London Terrace buildings (the "Buildings") and agrees to the following terms and conditions:

1) The Undersigned acknowledges that its retention of one or more Employees for private services is strictly limited to bonafide residents of the Buildings and is subject to these rules. The Undersigned's right to retain the Employees may be revoked if, in the sole discretion of the Board, (a) it is determined that the Undersigned does not reside in one of the buildings, (b) the standards for retaining Employees are modified and the Undersigned no longer qualifies, (c) the Undersigned violates the Rules established by the Board, as modified from time to time, or (d) the Undersigned is in arrears in paying maintenance, assessments or rent for his/her apartment, or (e) the Undersigned is in default in any of the Undersigned's other obligations pursuant to the Undersigned's lease.

2) The Undersigned assumes all risks for the use of the Employees and agrees to indemnify and hold harmless London Terrace Owners, Inc. London Terrace Condominium, London Terrace Associates, Insignia Residential Group, and their directors, board of managers, officers, shareholders, partners, employees, agents or contractors (collectively the "Indemnities") for any injury to the Employee or injury or damage to person or property sustained by reason of their use of the Employees.

3) To the fullest extent permitted by law, the Undersigned (a) waives all claims against the Indemnities for injury or damage to person or property related to the use of the Employees by the Undersigned, and (b) shall hold the Indemnities harmless from and against any and all liability, cost and expense (including, but not limited to, attorney's fees and disbursements) incurred due to violations of this Agreement by the Undersigned, and the Undersigned shall reimburse the Indemnities for the same, on demand.

4) The Undersigned shall be responsible for any taxes or workman's compensation

claims arising from the Undersigned's use of the Employees.

Building # \_\_\_\_\_ Apartment# \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

## **ADDENDUM #2 TO ARTICLE #29**

The following regulations and guidelines shall be adhered to by all occupants of apartments with adjoining terraces areas.

1. No surfaces of the floor, walls, railings, or doors may be painted, coated and/or decorated in any fashion, unless approval has been requested in writing, and granted, in writing, by the Board of Directors.

2. All planters placed onto the terrace decks, shall conform with all of the requirements as set forth by the New York City Department of Buildings, and the New York City Building Code, as well as all Memorandums issued by the Housing Preservation and Development Agency, Department of Code Enforcement.

a. Loads imposed by planters or furniture on terraces and concrete decks, shall not exceed 40 pounds per square foot, when the soil within the planter is saturated with water.

b. Any planter or furniture erected as a permanent fixture to the deck shall have plans submitted to, and approved by, the New York City Department of Buildings, and the Board of Directors.

c. Placement of planters and furniture must not block the legal means of egress.

d. "Dunnage" or "sleepers", shall be placed under all planters, to prevent plant roots from growing from the planters down into the deck, and penetrating the waterproofing membranes, and/or roof deck finishes. "Dunnage" or "sleepers" shall be approximately 2" thick and made of pressure treated sections of wood, or masonry Units such as hard burned brick or quarry tile.

e. Dunnage should be arranged in a manner, to allow free flow of surface runoff water draining from all areas of the deck, to the deck drain.

f. Planters shall be constructed with weep holes at the bottom, to allow for drainage, and to prevent heavy saturated soil conditions from developing.

g. No plant or shrub shall be placed on the deck, or be allowed to grow past the maximum size as set forth by the Board of Directors. All plants and shrubs must be pruned as often as necessary to stay within the maximum allowable size. No

trees whatsoever are permitted to be grown on the terraces.

h. The planters shall not cover more than 10% of the deck surface area.

i. All planters shall be constructed and maintained so as to be moveable by no more than two men.

j. All planters shall be moveable to accommodate maintenance of the deck surface, as well as the perimeter walls and/or railings.

k. All planters shall be placed no closer than 6" from the perimeter walls in order to facilitate cleaning and maintenance of the deck area.

3. Occupants of apartments with direct access to terraces are responsible for the maintenance of the deck surfaces and drains. All drain covers and deck surfaces must be kept free of leaves, plant debris and all other debris that may clog the drain covers or drain lines.

4. Wind driven soil and/or debris shall not be allowed to accumulate on the deck surface, and act as a medium for the germination of wind driven seeds.

5. No objects, planters or otherwise, may rest on top of terrace parapet walls and/or be supported from railings or soffited areas.

6. Terrace areas are not to be used for storage of bicycles, carts, snow tires, furniture, etc.

7. All planters and furniture placed on the deck surface, shall be rust free to prevent staining of the exterior envelope of the building.

8. All furniture and planters shall be of sufficient weight, or secured to the terrace, to prevent them from being blown over the surface and possibly over the side of the terrace.

9. Sun umbrellas shall not be placed onto the terraces.

10. The terrace areas shall not be utilized for the drying of laundry.

11. Wood fencing and sheds shall not be erected on terraces.

12. In order to comply with Local Fire Codes and prevent fires: Neither gas grilles nor charcoal grills are permitted on the terraces.

13. All electrical fixtures and wiring on the terraces must conform to the Local Building Codes and must be approved for outdoor use. All electrical installations must be performed by a licensed electrician and approved by the Board of Directors.

14. It is the responsibility of the occupant, to move all planters as necessary for building maintenance needs.

15. Occupants will be held responsible for the cost of repairs resulting from damage caused by their actions, and/or their failure to properly maintain their terrace areas.

16. The application of any deck covering, (i.e. out door carpeting, wood decking, bituminous surfacing, paint, cementitious materials, etc.) shall not be permitted without the expressed written approval by the Board of Directors. Wood decking cannot be placed on the terraces unless it meets N.Y.C.F.D & B.D. code criteria. The decking shall not impede water drainage, and/or cause the railing and/or parapet heights to be less than 3'-6" above the finished deck surface.

17. Planters must be self-contained units constructed of non-lined with copper, lead, or fiberglass reinforced plastic are preferable.

18. Planting medium shall consist of "light weight soil": 1/3 Top Soil, 1/3 Peat moss, 1/3 Perlite or Vermiculite

19. Maximum depth of soil shall no be more that 12". This is to limit the concentrated load placed on the roof.

20. The maximum size of the planters shall not exceed 18" wide by 36" long.

21. If it becomes necessary for the Corporation to gain access to any part of the terrace deck that is blocked by a plant container, the Corporation retains its right to move or relocate any such planter, and such work will be performed at the sole expense of the Tenant-Shareholder(s). It shall be the responsibility of the respective Tenant-Shareholder(s) to assume the full cost of the repair of any water penetration damage that may have been caused directly, or indirectly by the presence of such plant containers.

22. The Corporation reserves the right to withdraw permission to have any planters on the terraces and roof areas by written notice to the respective Tenant-Shareholder(s). It shall be the responsibility of the Tenant-Shareholder(s) to remove any such planters at their own expense.

23. The superintendent and/or the managing agent are required to regularly monitor all such plantings for their compliance to these guidelines. The Corporation may also enlist the services of a Professional Engineer to determine the appropriateness of any particular planting, and their determination will be final. Any costs related to such an evaluation shall be the responsibility of the respective Tenant-Shareholder(s).

24. The Corporation retains its right to modify these guidelines as circumstances warrant.

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