

**WELCOME
TO
LONDON TERRACE TOWERS**

**405 West 23 Street
410 West 24 Street
465 West 23 Street
470 West 24 Street**

londonterracetowers.com

WELCOME!

Welcome to the London Terrace Towers community. We encourage you to call our office if we can be of any assistance to you throughout your residency.

The purpose of this package is to advise you of the various London Terrace Owners, Inc. building policies enacted to enhance the quality of life of our residents. These policies supplement the house rules and the Proprietary Lease of the Apartment Corporation.

Please feel free to call or stop by our on-site management office (located at 405 West 23 Street, 2E) or call (212-675-2000) should you wish to discuss any of these items. Of course, you can email us as well.

London Terrace Towers Owners, Inc. Board of Directors

President	Steven Engel (465)
Vice President	Robert Kulikowski (465)
Treasurer	Sylvie Destian (470)
Secretary	Scott Koniecko (410)
Resident Member	Ronald C. Mayer (410)
Resident Member	David Giroux (410)
Resident Member	Matt Kaplan (405)

Douglas Elliman Property Management Staff

Thomas Arbuckle, Account Executive x1101	Thomas.Arbuckle@ellimanpm.com
Marsha Katz, Administrative Assistant x1102	Marsha.Katz@ellimanpm.com
Veronica Ellis, Assistant Property Manager x1104	Veronica.Ellis@ellimanpm.com
Izzy Betancourt, Resident Manager x1105	Izzy.Betancourt@ellimanpm.com
Marc Stroud, Assistant Superintendent x1111	Marc.Stroud@ellimanpm.com
Elaine Kanter, Sales Associate 212 645.8899	Elaine.Kanter@ellimanpm.com

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IMPORTANT PHONE NUMBERS

Police, fire or medical emergency	911
New York City Complaint Line	311
Douglas Elliman Property Management On Site Management Office	
405 West 23 Street – 2E	212-675-2000
New York, NY 10011	212-675-3614 (FAX)
Thomas Arbuckle, General Manager	212-675-2000 (office ext 1101)
The Douglas Elliman Property Management Main Office	212-370-9200 (emergency number)
675 Third Avenue	
New York, NY 10017	
Izzy Betancourt, Superintendent	212-675-2000 (office ext 1105)
Marc Stroud, Assistant Superintendent	212-675-2000 (ext 1111)
405 Lobby	212-675-2001
410 Lobby	212-675-2002
465 Lobby	212-675-2003
470 Lobby	212-675-2004
Police 10th Precinct non-emergency number	212-741-8211
Sponsor Sales Office, Elaine Kanter	212-675-2000 (office ext. 1110)
405 West 23 Street, 2E	212-675-3614 (FAX)
New York, NY 10011	
Health Club	212-675-3487
Pool	212-675-3590
465 West 23 Street	
New York, NY 10011	
Centennial Elevator	718-726-5900
Service Directions (Laundry Room operator)	800-945-9274

MOVE IN/MOVE OUT POLICY

The following moving policies are in place to protect the building and avoid any scheduling conflicts.

- All moves into or out of the building must be scheduled in advance with the Management Office, preferably one week in advance.
- Moves are allowed ONLY between the hours of 9:00 AM and 5:00 PM, Monday through Friday. If a move begins after 3:00 PM, the move may not be allowed if it appears that it will run past the 5:00 PM deadline. The lobby attendants are instructed to enforce these moving times.
- A non-refundable fee of \$250.00 must be left with the Management Office one week before the move in or out is scheduled. The check should be made payable to London Terrace Towers Owners, Inc.
- A refundable deposit of \$500.00 must be left with the Management Office BEFORE the move is authorized. The deposit should be made by personal check or money order payable to London Terrace Towers Owners, Inc. It will be held for at least one day after the move. If, during the course of the move, any damage to the building or related property occurs, the deposit will not be returned. Restitution for the damage will be assessed and billed to the resident.
- The freight elevators on West 24th Street must be used for all moves. No moves are allowed through the lobbies. There are NO exceptions to this rule
- All moves MUST take place in elevators that are properly protected (padded elevators).
- All deliveries require a certificate of insurance from the company.
- Self moves will require a written waiver signed and delivered to the management office with the appropriate deposits.

DELIVERY POLICY

Items that cannot be easily carried into the elevator by one person come under the category of large deliveries. A large item delivery would include, but is not limited to furniture, mattresses, appliances, large screen televisions and the like.

- The delivery of any and all large items must be scheduled in advance with the Management Office at least 48 hours in advance of the delivery.
- These deliveries are allowed ONLY between of 9:00 AM and 5:00 PM, Monday through Friday.
- The freight elevators on West 24 Street must be used.
- Large deliveries are NOT allowed through the lobbies. There are NO exceptions to this rule.
- Large deliveries must then be transferred in the basement to the padded residential elevators.
- Deliveries require a \$500 refundable deposit
- A certificate of insurance is required for all deliveries

OFFICE REGISTRATION/PHOTO ID

Prior to moving into the building, all new residents must register at the Management Office at 405 West 23 Street, 2E.

- A registration form must be completed with basic information for each resident. This includes each resident's home and office phone numbers, the name(s) and pertinent information for an emergency contact and your email address (optional).
- All persons occupying the apartment (including subtenants and relatives who may be in residence for more than 30 days) must register with the office.
- At that time, a building identification card will be issued. It is recommended that you carry this card with you as the lobby attendants may not know you are a new resident.
- The ID is necessary for access to the pool and sundeck. You must present it to any staff member who requests to see it.
- If you wish to join the health club, an ID can be issued at this time as well.
- Building ID's are \$10.00 payable by Cash or Personal Check. If paying by check please make it payable to London Terrace Towers Owners, Inc.

INTERCOM SYSTEM

In order for the lobby attendant to announce guests and contact you in your apartment, you need to make sure the lobby attendant has an updated phone number for you. When you have your new home phone number, please provide it to the management office.

Guest arrivals will be announced on the phone number you provide.

APRIL BILLING

Our April billing contains a line item entitled “assessment.” This is our annual bookkeeping assessment that offsets individual shareholder tax credits. In 2001 the New York City real estate tax abatement credits began to be applied directly to each individual shareholder’s account; prior to 2001 the credits were applied to the corporation. As a result, the credits received directly by shareholders subsequent to 2001 reduced the corporation’s pool of operating funds and those funds had to be replaced. Because most shareholders receive credits at the same time, each year since 2001 the Board of Directors has approved the existing program of assessment that essentially replaces those funds to balance the budget while minimizing the impact to the shareholders. On your bill you will see the refund as “R/E Adjustment” and the recapture as “assessment.” These two numbers will be approximately the same.

Please note that you are responsible for filing for this rebate. A copy of the Exemption & Abatement Application for Owners form can be requested from the Office. The Corporation assumes no responsibility for a failure to file or for improper filing. The Corporation does not file these documents on your behalf.

RESIDENT KEY POLICY

All residents must give a complete set of their apartment keys to the Management Office for emergency use. This is a requirement of both rental tenant and shareholder leases.

- Copies of the keys can either be kept in the lobby package room in a locked box or in the Management Office.
- If a member of the staff is called to open your door as a result of lost or forgotten keys and we have your keys, the resident will be charged for a minimum service call.
- If the Cooperative does not have a copy of the resident's keys, including those for a second lock installed by the resident, and the resident is locked out, the resident must call a locksmith.
- If the Cooperative must gain access to a resident's apartment as a result of an emergency and does not have a copy of the resident's keys, the resident is responsible for all associated costs up to and including the replacement of the door and all locks.

In addition, at the time of resident registration, a release key will be issued for the windows. The initial key will be provided at no cost. Replacement keys are \$3.00 each.

REPAIRS

If a repair is needed in your apartment, please contact the Management Office at 212-675-2000. They will issue a work order. In most cases, the request is processed within 24 hours, depending on its urgency. You may also submit a work request online through our website at londonterracetowers.com. Click on sitemap.

- If an emergency arises after 5:00 PM, contact your lobby attendant or The Residential Management Group's 24-hour emergency hotline. That number is 212-370-9200. The attendant can reach the superintendent or night maintenance staff member in the event of an emergency.
- Pursuant to the building's policies and in accordance with certain provisions of the Proprietary Lease, you may be charged for some of the repairs. The cost of repairs to your plumbing and electrical fixtures, appliances and furnishings may be charged to your maintenance account.
- The charge will be calculated at a flat rate of **\$55.00** per hour, per person, one-hour minimum, plus parts. The charge will appear on your monthly maintenance statement. You are expected to pay the full amount when billed.
- All work performed by the London Terrace Towers staff must be authorized in advance by the Management Office.
- If you hire your own contractor, the contractor must be registered with the Management Office and provide the proper insurance coverage. In addition, the contractor must adhere to all the rules regarding outside contractors.

RENOVATIONS and ALTERATIONS

- Work in apartments constituting routine repairs, maintenance or decorative improvements require prior consent of the Corporation. This includes painting, wallpapering, carpet installation, decorative carpentry, tub or appliance reglazing, the installation of window treatments and decorative hardware if being done by an on-site contractor. There is a \$100.00 processing fee and a \$500 refundable deposit for this work. A certificate of insurance must be supplied.
- Work in apartments involving other than routine repairs or maintenance or decorative improvements also requires the written approval of the managing agent, acting on behalf of the Corporation. Residents must complete an alteration agreement. Examples of this work includes, but is not limited to:
 - the alteration of any plumbing, electrical, gas or heat systems;
 - the demolition or construction of any portion of the walls; or
 - the installation of new plumbing fixtures or air conditioners.

Please read below for applicable fees and terms.

- The Management Office will need to notify your neighbors at least 48 hours in advance as this work could cause noise and, in some cases, strong odors and dust.
- Work may be done ONLY on Monday through Friday, 9:00 AM – 5:00 PM.
- It is essential for the security and orderly administration of the building that any resident having such work performed notify the managing agent in advance by completing and submitting a registration form.
- The replacement of existing washer/dryer machines or the installation of new machines is strictly forbidden.
- Please contact the Marc Stroud for further information concerning the requirements for work in your apartment.
- The managing agent is authorized to stop all unauthorized work from proceeding if the rules regarding work in your apartment are not followed.
- There is a damage deposit of no less than \$2500.00 that is refundable if damage to the common areas of the building is not incurred.
- There is a \$250.00 processing fee payable to London Terrace Towers Owners, Inc.
- Proper insurance certificates and licenses will be required.
- All contractors must go to the office for a photo ID indicating the Apartment where they are working. There is a \$10 charge per ID billed to the shareholder.

SUBLET/GUEST GUIDELINES

For security reasons, 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.

If you plan to sublet your apartment, you must first contact the Management Office to obtain a sublet package. There are fees and rules involved. Illegal sublets will not be tolerated.

LATE FEES

In order to defray the administrative costs attributable to the billing and collection of late maintenance payments, the following late charges have been established:

1. On the 17th day of each month, a late charge equal to 16% per annum of all arrears shall be assessed and shall be immediately payable as additional maintenance.
2. Shareholders who have sublet their apartments shall pay late fees at double the foregoing rate.

It is not intended by the establishment of these late charges to relieve shareholders of their obligation to pay their maintenance on time. Failure to make timely maintenance payments may lead to legal action under the Proprietary Lease. Appropriate notification to lenders will be contacted as well. In addition, the shareholder will be responsible for all legal costs suffered by the Corporation.

MANDATORY RECYCLING PROGRAM

Whether you live, work, or visit NYC—recycling is the law. New York City has the largest, most ambitious recycling program in the nation. All 3 million households, plus public schools, and institutions receive curbside recycling collection by the Department of Sanitation.

Each floor in each building has a recycling area. Please follow these rules, amended July 1, 2003, and keep the area clean.

What To Recycle

MIXED PAPER

Recycle **MIXED PAPER**. Place these items in the provided container:

- **newspapers**
- **magazines and catalogs**
- **telephone books**
- **paper, mail, and envelopes**
- **paper bags**
- **soft cover books**
- **smooth cardboard** (shoe boxes, cereal boxes [remove liners], tubes)
- **corrugated cardboard boxes** (tied in bundles)

GLASS, METAL & PLASTIC BOTTLES AND JUGS

Recycle **GLASS, METAL AND PLASTIC** items in the **blue** labeled bins:

- **metal cans**
- **glass bottles and jars**
- **aluminum foil wrap & trays**
- **household metal objects** (such as wire hangers, pots, and pans)
- **bulk metal, 100% metal items only** such as metal furniture and metal cabinets.
- **Plastic bottles**
- **Beverage cartons and drink boxes (milk and juice cartons and boxes)**

Before discarding any appliance containing CFC gas (freon), you must call the management office. They will contact the New York City Citizen Service Center for an appointment for CFC recovery.

What NOT to Recycle

Other kinds of plastic (such as deli and yogurt containers, Styrofoam and plastic toys) should be put in bound bags and put in the compactor chute.

For the protection of our staff, please do not throw glass bottles or other glass items down the compactor chute. Place them in the blue bins. The staff will sort it.

The New York City Fire Code requires that large items NOT be placed in the stairwells. Please either bring these items to the basement or call the Management Office to ask for the assistance of a porter.

ROOF DECK RULES AND REGULATIONS

Operating Dates and Times: The roof deck is open from April 1st until November 30th. Access is available at the following times:

April, May, October, November - 9:00 AM through 8:00 PM

June, July, August, September - 8:00 AM through 9:00 PM

Access Rights: Access to the sun/roof deck is limited to the residents (and their guests) of London Terrace Towers and London Terrace Gardens. Residents must have a valid ID card issued by the Management Office of London Terrace Towers. This ID card must be presented to the 470 West 24th Street Lobby Attendant on duty and to any London Terrace Towers employee upon request.

Guest Policy: Residents may bring two guests per valid ID card. With prior consent of the Management Office, residents may be allowed to bring more than two guests. All guests must be accompanied by the resident and must leave the facility when the resident leaves.

Food and Drink: Bottles, glassware, porcelain and other breakable items are not permitted, with the exception of glass-lined thermoses. Cooking/barbequing is not permitted. Food deliveries to the roof are not permitted.

Attire: This is a facility used by persons of all ages and sensibilities. Street clothing or appropriate bathing suit attire is required. Nudity and topless sunbathing (for women) is not allowed. Roof deck users must also adhere to the house rules regarding attire when going through the 470 lobby or while using the elevators or stairs.

Housekeeping: All residents are responsible for the proper disposal of their own trash. Smoking is not allowed.

Shower: The intended use of the shower is for quick cooling. It does not take the place of your home shower. Shampooing and shaving is not permitted.

Pets: Pets are not allowed on the sun/roof deck at any time.

Quiet Enjoyment: A headset is required when using a radio, TV, CD player, tape player or other device. Cell phones are permitted provided they are not disturbing the quiet enjoyment of others.

Safety: Roof deck users are not permitted to sit on, place objects on or throw anything off the parapet walls.

Parties: The deck is not available for private parties and other similar events.

Penalty for Non-Compliance: These rules apply to all residents of the Towers and Gardens and their guests. Failure to comply with these rules will result in the suspension or revocation of privileges at the discretion of the LTTO, Inc. managing agent and Board of Directors.

In the event of an emergency, residents and guests may call the Management Office by pressing 2000 or the 2004 for the 470 Lobby Attendant.

Please Note: These rules are subject to change at the discretion of the Board of Directors.

London Terrace Towers Pool and Health Club

Membership Rules and Regulations

The London Terrace Pool and Health Club (the “Facility”) contains what has been called “the best pool in New York” – a half Olympic sized indoor swimming pool. It also features Men and Women’s locker rooms with showers, steam rooms and saunas as well as a complete Health Club. The Health Club offers Cybex and Life Fitness equipment, free weights, treadmills, cross trainers, stairmasters and other aerobic equipment.

The following guidelines, rules and regulations have been developed for the pleasure and safety of residents when using any part of the Facility. Revisions to these rules and regulations may be made from time to time. Significant changes will be posted.

Membership

The Facility is a private club for use by the residents of London Terrace Towers and London Terrace Gardens only. Free use of the pool and locker room areas is a privilege extended to all residents. Proof of residency (a valid, color-coded resident photo identification card, issued by the London Terrace Towers Management Office) is required.

Separate membership to the Health Club is available by registration, presentation of an ID and payment of the applicable membership fee. Shareholders of the Towers may register for or renew their memberships in the Health Club. Renewals for those who sublet in the Towers or who are in rental apartments may go to the Management Office or the Health Club at 405 West 23 Street, 2E.

- Membership is not transferable or refundable.
- ID’s are not transferable.
- With thirty days written notice to the Health Club Manager, membership may be frozen for medical reasons when accompanied by a verifiable letter from a physician. Personal reasons may also be considered upon the delivery of a letter stating such reasons from the member to the Health Club Manager.

Access to the Facility

Each resident must check in and out when using any part of the Facility. Residents’ IDs must be deposited with either the lifeguard or the trainer on duty. When leaving the Facility, IDs must be picked up. The installation or operation of any security device does not reduce the need for the staff to see the IDs of those using the Facility at any given time.

Hours of Operation

The current hours of operation of the **Pool** are:

Monday, Tuesday, Thursday, Friday	6:30 AM - 9:45 PM
Wednesday	Closed
Saturday, Sunday	9:00 AM - 6:45 PM

The current hours of operation of the **Steam Rooms and Saunas** are:

Monday through Friday	6:30 AM - 9:45 PM
Saturday, Sunday	9:00 AM - 6:45 PM

The closing times are set for 15 minutes before the closing of the Facility to give members a sufficient amount of time to dress.

The current hours of operation of the **Health Club** are:

Monday through Friday	6:00 AM – 10:00 PM
Saturday, Sunday	8:00 AM - 8:00 PM

Days and times of operation for all parts of the Facility are subject to change

Guest Policy

All guests to any part of the Facility must be accompanied by and remain in the Facility with the resident. Guests may use only the venue in which the resident has privileges.

- It is the responsibility of each resident to familiarize his/her guest with all the rules and regulations of the Facility.
- Each resident and guest must sign a “Guest Waiver,” agreeing to abide by the rules and policies of the Facility.
- Each resident is responsible and liable for all actions of his/her guest.

Guest Passes

Guest passes **MUST** be purchased and will apply only to the parts of the Facility to which the purchasing resident has privileges. Passes may be purchased at either the London Terrace Towers Management Office or the Health Club. **The passes must be paid for by CHECK OR MONEY ORDER ONLY.**

- Passes are valid for one year from the date of purchase or the termination of one’s lease, whichever comes first.
- Each pass is usable by one person only and for one day only. Additional passes must be purchased for repeat visits or multiple guests.
- Passes are not refundable under any circumstances.

- The current rates for guest passes are:
1 – 4 passes are \$12.00 each, plus tax.
More than 5 passes are \$10.00 each, plus tax
Rates are subject to change
- **Pool passes for caregivers** are available for \$50.00 per year or ½ the cost of a guest pass for caregivers accompanying small resident children in the water. The pass may not be used by the caregiver when NOT accompanying the resident child. This pass is not transferable to a different caregiver. Arrangements for these passes can be made in the London Terrace Towers Management Office only.

Safety and General Considerations for the Facility

- No resident shall participate in inappropriate or offensive behavior in any part of the Facility.
- Smoking is not allowed in the Facility.
- Food is not allowed in the Facility.
- Pets are not allowed in the Facility.
- Strollers, carriages and carts are not allowed in the Facility.
- Persons suspected of being under the influence of drugs or alcohol will not be permitted to enter or remain in the Facility.
- The NYC and NY State Department of Health regulations and those of all other governmental agencies having jurisdiction are considered part of these rules and regulations.
- No resident shall attempt to either interfere with a staff member's enforcement of rules and policies or provoke a dispute over any disciplinary action enforced by a staff member.

PROPERTY DAMAGE

Residents may not mark, damage or vandalize any property belonging to or located in the Facility. Property of the Facility must not be removed from the Facility by anyone. In addition to other penalties provided for in these rules, the cost of any property damage or loss shall be charged to the resident(s) responsible for the damage. Each resident is responsible for any damage caused by his/her guest.

Neither London Terrace Towers Owners, Inc. nor the Facility Management Company will be responsible for the loss, damage or destruction by fire, theft or otherwise of any personal property brought into the Facility by the resident or his/her guest.

Pool Rules and Regulations

- No one is allowed in the Pool when the lifeguard is not on duty.
- All bathers must rinse off in the shower before using the pool.
- Bathing suits are required.
- All persons with shoulder length hair must either wear a bathing cap or have hair tied up securely.
- All shoes, sneakers, sandals or slippers used outside may not be worn on the pool deck.
- Running on the pool deck, jumping or diving, including diving off the shoulders, is not allowed.
- As a courtesy to other swimmers, ball playing is not allowed in the pool or the pool area.
- All swimmers are required to share lanes if the need arises. When there are more than two persons in a lane, all swimmers should swim on the right side of the lane in a counter clockwise direction. Lifeguards have the authority to regulate lane activity.
- Children under the age of thirteen (13) years of age must be accompanied by an adult (eighteen years or older) when in or near the pool. Facility staff is not, and may not be asked to be, responsible for children in the absence of parents or adult guardians.
- Children who are not toilet trained must wear tightly fitted rubber or plastic pants or disposable diapers with a bathing suit top. Diaper changing in the pool area is forbidden.
- Persons with inflamed eyes, nasal or ear discharges, boils, open sores or other evident skin or bodily infections are not permitted in the pool.
- Urinating, defecating, expectorating or blowing one's nose in the pool is prohibited.
- Glassware of any kind is prohibited in the pool area.
- Only flotation devices issued by the Facility may be used in the pool.

Health Club Rules

- Children under eighteen (18) years of age are not permitted to use the Health Club nor are they permitted to accompany an adult while the adult is using the Health Club.
- New members must familiarize themselves with gym equipment with the assistance of the staff trainer.
- Fitness equipment is used at the user's own risk.
- Each member must clean the equipment she/he uses.
- Free weights must be returned to the storage racks after use.
- Half-hour time restrictions apply to aerobics equipment where a waiting list is posted.

- Members and guests must observe these time restrictions when others have signed the waiting list.
- T-shirts, sweatshirts, leotards, shorts and sneakers or other appropriate attire must be worn on the training floor at all times. Bathing suits, sandals, thongs, robes, slippers, etc. are not appropriate attire for the Health Club.
- Personal belongings not carried or stored in the locker room must be put in the storage bins on the Health Club floor.

Locker Room Rules

- Each resident and guest must clean up after themselves.
- Hair coloring and hair cutting on the premises is strictly forbidden.
- Shaving in the showers and bathrooms is strictly forbidden.
- Personal belongings must be kept in the lockers.
- Members must provide their own locker locks.

A small number of lockers have been set aside for rental on a yearly basis for a fee of \$35.00 for the small lockers and \$75 for the large lockers. Unrented lockers are for daily use only. Should it appear that the locks are being left on unrented lockers after closing, the locks will be clipped. The belongings will be removed, held for a week, then donated to charity or otherwise discarded.

Additional Services/Training Classes

The Health Club currently offers a number of free classes to its members. Classes and scheduling are subject to change. Schedules are generally available at the trainer's desk and posted on the bulletin boards.

- Each person who participates in any class does so at his/her own risk.
- The Facility offers personal fitness training to members.
- Swimming instruction is also available.
- These services are available for an additional fee payable to the trainer or instructor. Information regarding these services, to the extent not provided below, is available at the Health Club trainer's desk.

Personal trainers or instructors provided by London Terrace are paid in advance and a twenty-four hour cancellation policy is in effect. For the protection of members as well as the Facility, outside personal trainers (i.e., anyone who is not in the employ of London Terrace) are permitted in the Facility ONLY after submitting proof of current certification and liability insurance. In addition, outside trainers must present a guest pass for each training session to be permitted in the Facility.

Penalties for Non-Compliance

The Board of Directors and employees of London Terrace reserve the right to suspend immediately the privileges of anyone who does not follow the Facility's rules, regulations and/or the general safety considerations.

The privileges or membership status of any resident who does not observe and obey any rule or regulation governing his/her conduct in any part of the Facility may be suspended or revoked indefinitely without refund.

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.

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

35. 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.

INSURANCE INFORMATION AND RECOMMENDATIONS

The following is a brief explanation of the insurance coverage carried by the Cooperative. It should answer many of the questions we are asked concerning the boundary between the building entities and the individual shareholder's insurance.

Personal Insurance -Homeowners Tenants Policy

While LTTO, Inc. has purchased insurance coverage that covers the building, rental value/common charges, legal liability and water damage, apartment owners should purchase a "Homeowners Tenants" policy. Depending on the options you choose, this policy combines, into a single contract, the protection you need to cover your furnishings, clothing, improvements and betterment (painting, wallpaper and decorating) as well as personal liability and additional living expenses.

The Cooperative recommends that each shareholder carry umbrella liability insurance of at least \$300,000.00. Like the Commercial Umbrella Liability coverage, this policy picks up where your primary coverage leaves off.

You will probably need to add additional insurance if you want to cover items such as fine arts, jewelry, furs and other valuable property.

Building and Contents

- **Building Insurance**

Coverage consists of fire, extended coverage, vandalism, mischief and other allied perils on the building including machinery, fixtures, equipment and furnishings used in the operation of the building. This does not extend to cover additions, improvements and betterments made by the shareholder.

- **Rental Income Insurance**

The building insures itself against the loss of maintenance charges through untenability of an apartment after a fire or other insured peril. For the term of untenability, the building's insurance would relieve the shareholder of the obligation for maintenance charges. It does not, however, provide the shareholder with the costs incurred while living elsewhere during the term of the restoration.

- **Liability Insurance**

The Comprehensive General Liability portion of the Multi-Peril policy provides legal costs and indemnity for damages awarded to others (not employees) against the building due to accidents arising out of the existence of common property. Although this coverage protects your interest in the building's assets, it does not cover your individual liability as this is covered in a Homeowners Tenants policy.

- **Boiler and Machinery Insurance**

This coverage is carried to protect the building against boiler and air conditioning damage. A valuable part of this protection is the inspection services provided by the carrier's engineers for filing with the City of New York. This policy also covers any ensuing damage caused by the loss of a boiler.

- **Directors and Officers Liability**

This coverage indemnifies the corporation for a loss that it would be legally obligated to pay due to any civil claims made against the corporation's Directors, Officers or Managers. This covers claims of negligent acts, errors, omissions or breach of duty while acting solely in their capacity as a member of the Board.

- **Workers Compensation**

This covers the building's statutory obligations to its employees for medical costs and loss of time through injuries suffered in the course of their employment. This does not extend to cover personal employees of the shareholders.

- **Disability Benefits**

The building carries this coverage, as required by law, for the building's employees.

- **Multi-Peril Insurance**

The Corporation carries Water Damage insurance covering damage to the buildings and its equipment caused by accidental discharge or leakage of water. This is known as Direct Water damage. This coverage does not extend to the personal property of an individual shareholder as this is covered by a Homeowners Tenant policy.

- **Excess/Umbrella Liability**

This is a supplement to the liability coverage under the Multi-Peril policy. It provides increased liability limits and legal liability hazards.

LAUNDRY ROOM

There are two laundry rooms in the Towers. One is located in the 405 basement and the other is in the 465 basement.

- The machines operate with a SmartCard system...no coins are necessary.
- There are two Value Transfer Machines (VTM) in each room. One is for new SmartCard purchases and adding value to your card by cash. The other VTM is for adding value to your card by credit card.
- The laundry rooms are open 24 hours per day.
- The laundry rooms are monitored via closed circuit televisions 24 hours a day through the lobby attendant's desks.
- Pets are NOT allowed in the laundry rooms at any time.
- Please report any malfunctions to the lobby attendant. There are in-house phones in each laundry room for this purpose.
- Service Directions, the laundry room operator, will issue refunds if you experience malfunctioning machines. You must contact them directly for refunds.

PET POLICY

- All pets must be on a leash at all times while in the public areas of the building.
- Pets are not permitted in the laundry rooms, the health club, the pool or locker room areas or on the roof deck.
- Please do not allow your pets to urinate on the building perimeter or in the lobby vestibules.
- Please observe all New York City sanitation rules regarding cleaning up after your pet.
- Dog walking services are employed by many residents.
- Even if you recognize the dog walker:
 - He or she **MUST** sign in
 - Must have a written authorization on file by the resident to be given the key to the owners apartment or, if they have keys, to be allowed access.

As a result of complaints by residents, many of whom are afraid of dogs, dog walkers are not allowed to bring leashed dogs that belong to nonresidents into our building. The **ONLY** exception is if the dog walker is carrying one small dog.

Telecommunications

- **Internet Access**

Providers of high-speed Internet access in the building include Time Warner's [RoadRunner](#) and [Verizon](#) DSL and FIOS.

- **Cable television**

London Terrace Towers is wired for Time Warner Cable and for Verizon fIOS. Please contact them directly for more information about their service packages and pricing. Discounts may apply to Both Digital Television (DTV) and Road Runner Cable Modem as well.

- www.LondonTerraceTowers.com

We have our own website. The website contains almost all the information you need to live here, including:

OFFICIAL LONDON TERRACE DOCUMENTS:

[Alteration Agreement](#) (Adobe Acrobat PDF Format)

[Bicycle Room Agreement](#)

[Bylaws](#) of the Corporation

[Contact Form](#) (Adobe Acrobat PDF Format)

[Health Club Membership Application](#) (Adobe Acrobat PDF Format)

[Health Club Rules](#)

House Rules

[Pool and Health Club Regulations](#)

[Proprietary Lease](#)

[Sun/Roof Deck Rules](#)

[Welcome Packet](#) (Adobe Acrobat PDF Format)

[Work Order Form](#)