



**CURRENT POLICIES, REFERENCE
GUIDE, AND HOUSE RULES OF
DUNOLLY OWNERS' CORP.**

Established in 1987

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Introduction

This Reference Guide was created to make it easier to find answers to frequently asked questions you might have as a resident of Dunolly Gardens.

This is only a summary of the many rights and responsibilities of our shareholders and residents. We believe that these guidelines will help preserve a degree of excellence in our residents' lifestyles and ensure that Dunolly Gardens is run in an efficient and effective manner. Your cooperation in complying with and enforcing these rules is requested.

Please take a moment to review and then refer to as necessary. For more in-depth information, shareholders can refer to the Proprietary Lease of the Corporation. Tenants/sub-lessees should consult with their landlords.

With the exception of the House Rules, which are the current authorized rules of Dunolly Gardens, the balance of the information herein is intended as an informal reference guide for residents and shareholders. It is being provided for your convenience and may not be relied upon by residents or shareholders in any claim or dispute with Dunolly Owners' Corp. It should be noted that policies are promulgated by the Board of Directors as part of their authority granted in the By-laws and Proprietary Lease and are subject to change by the Board at any time.

Nothing in this Reference Guide shall in any way limit or diminish, in any way or form, the Corporation's rights and the Shareholders' obligations as described in the Corporation's Certificate of Incorporation, By-laws, Proprietary Lease, or House Rules as well as all applicable local, state, and federal laws and regulations. The actual rules of governance are located in your Proprietary Lease, By-laws, House Rules, and New York State Law.

DUNOLLY BOARD EMAIL & WEBSITE:

Board Email: queries@dunollygardens.com

Website: www.dunollygardens.com

AKAM PROPERTY MANAGER:

Scott Peckelis
Building 5, Basement Level
34-20 79th Street
Jackson Heights, NY 11372
Email: speckelis@akam.com
Office Phone: 718-424-2336
Hours: 8:00 a.m. - 4:00 p.m.

SUPERINTENDENT:

Mobile: 646-492-3961
8:00 a.m - 5:00 p.m.
After 5:00 p.m., Emergencies Only

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A. CURRENT POLICIES AND REFERENCE GUIDE

1. SUBLETTING

1.1 Shareholders are required to reside in their apartments for a period of two (2) years from their date of purchase and be current in their maintenance, assessment, and all payments to the Corporation before they will be allowed to sublet their unit. If it is discovered that an unauthorized sublet is in effect, legal action will be taken. Administrative fees will be levied, and the shareholder may be responsible for legal fees as well. Any future subletting privileges may also be withdrawn.

1.2 All sublets require written Board approval and all sublet requests must be made in writing on prescribed forms submitted to the Property Manager for processing, review, and submission to the Board of Directors. All sublets are subject to a monthly sublet fee as determined by the Board of Directors, and a copy of the current, fully executed sublease must be given upon each renewal to Dunolly Property Manager. Only one-year leases may be submitted for market-rate tenants. Contact the Property Manager for current sublet rules, additional information, terms, and fees.

1.3 Shareholders may sublet their unit for a maximum of five (5) years over the period of their ownership. Years of subletting shall be calculated from January 1, 2008.

1.3.1 Shareholders who provide proof of subletting a unit to rent-stabilized or rent-controlled tenants since December 31, 2014 may be granted two (2) additional years of subletting when their unit becomes eligible for a market-rate tenant. If granted, the first additional year will incur the “fourth year” subletting fee, and the second additional year will incur the “fifth year” subletting fee as established for market rate sublets. Such shareholders should contact the Property Manager for additional information.

1.4 At no time shall more than 20% of Dunolly apartments be sublet or occupied by non-owners.¹

1.5 In the event that sublet requests are received in excess of the 20% limit, a wait-list will be established. Please contact the Property Manager for wait-list information.

1.6 Upon notice to the shareholder, a sublet apartment may be inspected at the discretion of the Board of Directors.

¹ Effective 2/6/17

1.7 Shareholders are responsible for their tenants' compliance with the Rules and Regulations.

1.8 Shareholder or tenant violation of the Rules and Regulations as well as the provisions of Dunolly's Proprietary Lease and By-laws may result in immediate revocation of the right to sublet and eviction of the tenant and/or shareholder, as well as other legal remedies available to Dunolly.

1.9 Subletting shareholders are required to inspect for vermin or other infestations within five (5) days of vacancy and report any infestations to the Property Manager.

2. ALTERATIONS, REPAIRS, AND/OR CHANGES TO INTERIORS OF APARTMENTS

2.1 **No work may commence upon any proposed alteration, including electrical and plumbing work, without the prior written consent of Management.** All work must comply with Local Law 154 (Tenant Protection Plan), and include approved NYC Department of Buildings permits required to complete the alteration project. Inquiries as to whether such approval is required should be directed in the first instance to the Property Manager. Any determination by the Property Manager that particular work does not require approval shall not be effective unless such determination is in writing and signed by the Property Manager.

2.2 If structural alterations, including electrical and plumbing work, are done without the consent of the Management, appropriate action including, but not limited to, legal action, will be taken to remedy the breach.

2.3 Unauthorized renovations/alterations will be subject to an immediate, non-refundable administrative charge added to the shareholder's maintenance bill. Additional administrative charges will be posted for each month the shareholder does not remedy the breach (see [Schedule of Charges and Fees](#)).

2.4 Written requests for such work must meet the following criteria:

2.4.1 An Alteration/Renovation/Repair Agreement must be completed and submitted to the Property Manager. If required by the Property Manager, the Agreement must include plans and specifications detailing the proposed work. Contact the Management Office for a copy of the Agreement and for any additional information.

2.4.2 Shareholders must comply with all requirements set forth in Local Law 154 (Tenant Protection Plan) as mandated by NYC Department of Buildings. This includes, but is not limited to, applying and completing all permit forms required, notifying DOB 72 hours prior to commencement of work, completing and distributing to all occupied dwellings the Safe Construction Bill of Rights and Notice, as well as following the protocols required in the Safe Construction Bill of Rights. Additionally, the shareholder must agree to be responsible for any penalties, fines, violations the Corporation receives as a result of non-compliance to this provision, and any other violation resulting from this alteration. The building also reserves the right to halt any work should compliance to this requirement not be adhered to.

2.4.3 Any proposed alteration repair and/or change shall strictly conform to all rules and regulations of all governmental authorities having jurisdiction thereof as well as the New York Board of Fire Underwriters. All such work shall be done in a professional manner by licensed and insured contractors and shall use only Board-approved materials, workmanship, and procedures.

2.4.4 Any such work must not result in any increase in insurance premiums to the Corporation whatsoever.

2.4.5 All such work may be performed only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m to 5:00 p.m on Saturday. Any work involving plumbing, electricity, gas lines, sheetrocking, or use of any heavy machinery may not be performed on Saturdays. No work is allowed on Sundays or holidays.²

2.4.6 The shareholder must remove all debris at his/her expense immediately and arrange for proper and legal disposal in accordance with lead abatement procedures promulgated by the City of New York.

2.4.7 Any shareholder conducting such work shall be responsible for any and all damage to individual apartment(s) and/or common elements of the property caused by such work.

2.4.8 If the Board deems it necessary, the shareholder may be required at his/her expense to purchase additional insurance and/or post a bond pending completion of work and inspection by the Board and/or Managing Agent. In addition, inspections may be required before and during the work and after completion.

2.4.9 The shareholder shall reimburse any and all expenses incurred by the Corporation as a result of such work.

2.4.10 The shareholder may be required to meet other criteria for such work, as the Board may from time to time establish.

² Effective 7/1/14

2.4.11 Contractors performing such work must notify the Property Manager prior to commencement of work, at the completion of work, and on each day they are on the job.

3. WINDOWS/WINDOW GUARDS/AIR CONDITIONER BRACKETS

3.1 Only window guards approved under applicable law may be installed.³ Residents must contact the Property Manager to arrange for window guard installation.

3.2 All window air conditioner units must be supported with a New York City code-mandated support bracket. You must contact the Property Manager for information on installation and fees (see [Schedule of Charges and Fees](#)).⁴

3.3 Windows may not be disassembled, altered, or defaced in any manner whatsoever. Any and all damage resulting from misuse of windows shall be the personal responsibility of the shareholder. All screen and window repairs or replacements must be arranged through the Property Manager and be done by an approved vendor at the shareholder's expense or as otherwise described herein.⁵

3.4 The cost of window repairs (resulting from typical use) is paid 50% by the shareholder(s) of an individual apartment and 50% by Dunolly Owners' Corp. (see [Schedule of Charges and Fees](#)).

4. GARBAGE DISPOSAL

All posted NYC garbage and recycling rules must be strictly complied with in order to avoid fines from the New York City Department of Sanitation.

4.1 All garbage, except recyclables, is to be placed in bags, wrapped securely, and put into the garbage cans provided by Management. Animal waste must be securely contained in plastic bags.

4.2 All recyclables must be placed in the appropriate receptacles in the basement of each building. Cardboard boxes must be broken down and placed by the recycling bins.

³ Effective 11/8/98

⁴ Effective 6/1/13

⁵ Effective 10/1/15

4.3 Arrangements must be made with Staff for disposal of any large items or bulk garbage that will not fit into such garbage receptacles (e.g., mattresses, furniture, etc.).

4.4 Except for common household cleaning agents and/or pesticides, no industrial or commercial pesticides, herbicides and/or other chemicals, cleaners, solvents, acids, etc., shall be permitted to be used, or disposed of, anywhere on the property or within the apartments, by residents or their agents.

4.5 Unwanted items should not be discarded in the lobbies or hallways. Utilize textile and electronics donation boxes in basements. Donate clean items in working order to the Dunolly Flea Market or charitable organizations. Unusable and broken items should be properly disposed of in trash bins.

5. PEST EXTERMINATION AND BEDBUG POLICY

5.1 **The Corporation has contracted with a vendor to provide free, basic monthly pest extermination service for all residents' apartments.** Service is scheduled twice monthly. A sign-up list for extermination service can be found in the laundry room of each building. Residents are encouraged to participate in this service. Pet-friendly options are available.

5.2 Residents shall keep their apartment free of all infestations, such as roaches, bedbugs, rodents and other pests. In the event a resident fails to do so, any and all appropriate action will be taken by the Corporation to rectify the situation. (Nothing herein shall relieve the resident from cooperating with and providing access to the Corporation's staff and/or exterminator to inspect for any of the above, as they deem necessary). If it is determined that the infestation was partly or wholly caused by the residents neglect or refusal to act, the cost of the remediation and restoration, including legal and other costs, shall be the responsibility of the shareholder.

5.3 The Board of Directors and Management have a specific policy regarding bedbugs.⁶ As bedbug eradication is costly and difficult, prevention is vastly preferable. All residents are asked to follow preventive measures (see NYC Healthy Homes Guide, [*Preventing and Getting Rid of Bed Bugs Safely*](#)):

- Bedbugs can enter homes by latching on to used furniture, luggage, and clothing and by traveling along connecting pipes and wiring.
- Never bring bed frames, mattresses, box springs, or upholstered furniture found on the street into your home. Check all used or rented furniture for bedbugs.
- When traveling, inspect beds and furniture. Keep suitcases off the floor and beds, and inspect them before you leave.

⁶ Effective 1/1/14

- If you suspect you have been around bedbugs, immediately wash and dry your clothing on hot settings or store it in a sealed plastic bag until you can.
- Seal cracks and crevices with caulk, even if you don't have bedbugs. This will help prevent bedbugs and other pests from coming in.

5.4 **The Corporation does not permit self-testing or self-remediation of bedbugs.** In the event that a resident suspects the presence of bedbugs within his/her apartment, immediately contact the Property Manager, as they may be coming from an adjoining apartment.

5.5 Details of inspection, preparation, treatment, and post-inspection of bedbug infestations and/or extermination are available from the Property Manager.

5.6 The Corporation has the authority to hold shareholders to the schedule of bedbug testing, preparation, and/or extermination outlined by Management.

6. COMMUNITY AND PUBLIC AREAS

6.1 The Community Recreation Room, located in the basement of Building 6 (34-40 79th Street), may be leased by residents for private use (see [Schedule of Charges and Fees](#)). Please contact the Property Manager for rental agreement and room availability. Note that as stated in the rental agreement, parties held in the Community Recreation Room may not move into the courtyard.

6.2 The lobby bulletin boards are for official Dunolly Gardens business only. All community-based fliers or announcements may be posted on laundry room bulletin boards only. Postings are not allowed to be attached to the elevator doors or any other painted surface. Any damage caused by postings on wall surfaces or elevator doors will be billed to the apartment associated with the person posting.

6.3 Locked bike rooms are located in the basement of each building. Space may be leased by residents for a monthly fee. Please contact the Property Manager for availability and details (see [Schedule of Charges and Fees](#)).

6.4 Storage lockers are located in the basement of each building and may be leased by residents for a monthly fee. Please contact the Property Manager for availability and details (see [Schedule of Charges and Fees](#)).

6.5 Ball play, scooters, bicycles, rollerblades, skateboards, water play, etc., are not permitted in the courtyard, on the lawns, or anywhere within the gated areas.

- 6.6 Do not climb on railings. They are intended to prevent falls and to assist in ingress and egress. Do not loiter on basement ramps or stairs. Ramps and stairs are active entranceways and must be kept clear at all times.
- 6.7 Using benches and tables for other than their intended uses is prohibited.
- 6.8 Spray painting, urinating, stick fighting, and tree climbing are not permitted in the public areas of the property.
- 6.9 Areas marked by safety cones and caution tape are off-limits until repairs have been made. Moving or altering the cones and tape is prohibited.
- 6.10 Barbecuing on the property grounds, and sunbathing and picnicking on the lawns are prohibited.
- 6.11 Remove all personal items and trash when you leave the courtyard.
- 6.12 Sidewalk chalk is allowed on the central courtyard areas only. Sidewalk chalk is not allowed on ramps, stairs, light fixtures, tables, benches, or on buildings. Do not use chalk designed for chalkboards as it is difficult to remove.
- 6.13 Be respectful of neighbors at all times and observe quiet hours from 10:00 p.m. to 8:00 a.m., seven (7) days a week. Keep voices and noise levels at a reasonable volume at all times. No music, radio playing, or musical bands are allowed in any courtyard areas without explicit Board approval. Parties in the courtyard are prohibited, except for Board-approved, community-sponsored events.
- 6.14 Feeding pigeons, other birds, or squirrels is prohibited everywhere on the property. Non-compliance will result in an administrative fee per occurrence (see [Schedule of Charges and Fees](#)).
- 6.15 Smoking is not permitted within 25 feet of any of the entrances to the buildings and smokers should refrain from smoking directly under apartment windows. Properly dispose of cigarette butts in the receptacles provided on the property. Non-compliance with the above will result in an administrative fee per occurrence (see [Schedule of Charges and Fees](#)).
- 6.16 No shareholder, resident, or their guest(s) are permitted on the roofs at any time without the expressed permission of the Property Manager or Board.
- 6.17 Residents shall not prune, add, or remove plants, shrubs, or trees from the gardens without the express approval of the Board. Residents and their guests should stay out of garden beds and should not climb on the planters or raised beds.

7. SMOKING POLICY

In accordance with New York City Local Law 147 (LL 147), the Board of Directors of Dunolly Gardens adopts the following policy:⁷

7.1 Smoking, including cigarettes, cigars, pipes, electronic cigarettes, and all other smoking apparatus, is prohibited in all common areas of the buildings, including, but not limited to, the lobbies, hallways, stairwells, elevators, basements, laundry rooms, storage rooms, community room, and roofs. Smoking is not permitted within 25 feet of any of the entrances to the buildings. Smoking is permitted within individual apartments so long as odors are not allowed to permeate into other apartments or the common areas of the buildings.

7.2 Any smoking in violation of this rule shall constitute a nuisance pursuant to the terms and provisions of the Corporation's governing documents.

7.3 If you smoke or allow others to smoke in your apartment, you should be proactive and take steps to mitigate the possibility of secondhand smoke becoming a problem.

7.4 If the steps taken by a shareholder are not sufficient to resolve the problem, the Board has the legal obligation, with or without the shareholder's cooperation, to implement other measures it deems necessary to effectively and permanently remediate the condition at the shareholder's cost and expense. Violation of these rules and failure to remediate any violation of same shall be considered to be objectionable conduct by the shareholder and/or tenant.

7.5 Non-compliance with the above will result in an administrative fee per occurrence (see [Schedule of Charges and Fees](#)).

8. LOCKS, KEYS, AND ACCESS TO APARTMENTS

8.1 Two (2) non-copyable keys to all courtyard gates, plus the lobby and basement doors of the building in which the shareholder has his/her apartment, shall be issued in connection with that apartment at no cost to the shareholder.

8.2 The non-copyable key will be replaced upon payment of a fee to the Corporation (see [Schedule of Charges and Fees](#)).

8.3 Additional keys will be issued only at the discretion of Management and upon reasonable conditions set by the Board, including, but not limited to, receipt of information

⁷ Effective 8/16/18

concerning the identity of the party to receive an additional key, payment of a fee, and possible payment of a security deposit.

8.4 All lobby and courtyard keys are, and remain the property of, the Corporation.

8.5 Keys are not to be given or lent to any person not a shareholder, Board-approved sub-lessee, or person legally residing in the unit, without the prior written consent of the Board.

8.6 The Property Manager or his designee shall have the right to enter an apartment — by breaking the locks and/or door, if necessary — if an emergency arises. Emergency conditions shall be determined at the reasonable discretion of the Property Manager. To the extent permitted by law the shareholder holds harmless and indemnifies the Corporation, its agents and/or employees in connection with any emergency entrance and shall reimburse the Corporation for any costs related thereto.

8.7 The agents of the Corporation shall, upon reasonable notice, be allowed access to apartments for the purpose of making needed repairs or inspections, provided that such access is during the normal working day (8:00 a.m. to 6:00 p.m.), except in cases of emergency. If said inspection reveals the need for corrective measures (e.g., extermination, repairs, cleanup, or removal of material and/or equipment due to a resident's conduct or negligence), then the cost incurred for accomplishing such corrective measures shall be borne by the party responsible as noted in the Proprietary Lease.

8.8 The Corporation is entitled to maintain a set of keys to access each apartment as per the Proprietary Lease.

9. PETS

All residents possessing pets must comply with the following rules:

9.1 All pets must be registered with, and a photo provided to, the Property Manager.⁸

9.2 No animals shall be permitted in the elevators or in any interior public area of the buildings unless on a leash or carried. No pets of any kind are permitted in the courtyard or gated areas at any time. Residents shall refrain from using the ramps inside the gates to enter or leave the buildings with pets without prior approval from the Board or Management. Exceptions will be made only for service animals or disabled/senior pets.

⁸ Effective 6/20/99

9.3 The property and lawns are not to be used as a “dog run,” nor is any animal permitted to use the property or lawns in violation of the New York City Sanitary Laws. You must curb your dog. Pet owners must clean up after their pets and properly discard scooper bags, etc.

9.4 Dogs must be properly licensed by the appropriate city agency.

9.5 Non-compliance with the above will result in an administrative fee per occurrence (see [Schedule of Charges and Fees](#)).⁹

9.6 All damage resulting from any pets shall be billed to the shareholder associated with the pet.

9.7 The Corporation reserves all of its rights and remedies relative to any pet that becomes a nuisance or danger to the community, as the Board of Directors in its sole discretion deems appropriate.

10. HOME PROTECTION

10.1 No burglar alarm system may be installed anywhere on the outside of any building. All interior alarms must be registered with the Management Office.

10.2 All residents must have working Fire Department of New York-approved smoke detectors and carbon monoxide detectors installed and maintained in their apartments.

10.3 Double cylinder apartment door locks are a violation of the New York City Building Department and are prohibited.

10.4 Window gates requiring the use of a key to open are a violation of the New York City Building Department and are prohibited.

10.5 All shareholders must maintain liability insurance on their respective cooperative apartments with a minimum amount of \$300,000 in general liability coverage, with no water damage exclusion. Proof of insurance must be shown at closing and a current copy of proof must be sent to the Property Manager upon yearly policy renewal.¹⁰

⁹ Effective 6/20/99

¹⁰ Effective 2/1/07

11. DUNOLLY STAFF

11.1 This property is under the control of the Board of Directors as representatives of the shareholders of the Dunolly Owners' Corp.

11.2 The Board of Directors employs a Management Company and authorizes its on-site Property Manager to direct and control the operation of the property. The property is directly supervised and overseen by the Property Manager.

11.3 All requests for services or processing of problems, etc., shall be made to the Property Manager.

11.4 Initial complaints regarding services, resolution of problems, etc., shall be directed to the Property Manager.

11.5 If the initial complaints are not resolved after contacting the Property Manager, a formal complaint is to be mailed/delivered to the Management Office, addressed to the Board of Directors, in a sealed envelope, regarding such service or problem.

11.6 Acknowledgements and letters of appreciation for services or actions by property Staff should be sent to the Property Manager with a copy to the Board of Directors.

11.7 Work for Hire Policy:¹¹ The Corporation's employees are prohibited from performing private work (paid or unpaid) for any shareholder or tenant, whether on or off the property, during their regular working hours. Shareholders may only contract a Dunolly employee to perform other work (during off-hours only), provided the employee is licensed and insured for such work, and a contract and indemnity have been signed and approved by Management.

11.8 No resident may interfere with the duties of the Property Manager or any property staff member, nor shall any resident or shareholder attempt to direct the activities of the Property Manager or any member of the property staff.

12. LAUNDRY, LAUNDRY MACHINES, AND LAUNDRY ROOMS

12.1 Clotheslines are not permitted on the property, and laundry, clothing, blankets, etc., may not be hung in any common areas of the property.

12.2 No washing machine or dryer is permitted in any apartment on the property except for certain "grandfathered" machines owned by rent-controlled or rent-stabilized tenants.

¹¹ Effective 5/1/15

12.3 No new installations of washing machines or dryers will be permitted in any apartment.

12.4 The Management controls the use of each laundry room and its equipment. Residents may use the available laundry facilities during the hours posted, seven (7) days per week, and should abide by all rules posted in the laundry rooms. Please immediately contact the Property Manager or Superintendent with any machine or laundry room concerns.

12.5 Residents shall not, nor allow their guests or employees, to deface, destroy, or otherwise damage any laundry room or any laundry room equipment.

12.6 Laundry baskets are the property of the laundry vendor and may not be removed from the laundry room at any time.

13. MOVE IN AND/OR MOVE OUT

13.1 Residents moving into or moving out of any apartment must inform the Property Manager, in writing, at least three (3) days prior to moving.

13.2 The Property Manager shall not make an appointment for any move-in or move-out except upon submission of the move-in/move-out form.

13.3 Moving may be scheduled from Monday through Saturday during the hours of 8:00 a.m. to 6:00 p.m. Moving is not permitted on Sundays.

13.4 Moving is only permitted through the basement entrance. Elevator pads should be requested.

13.5 The elevator shall not be unreasonably delayed during the move-in/move-out process.

13.6 Should damage occur to common area(s) from moving, the shareholder of the apartment will be personally liable to the Corporation for the entire cost of the repair, which cost shall be billed back to the respective unit as “additional rent.”

13.7 Regarding sales, a non-refundable move-in/move-out fee and an additional security deposit will be collected from prospective purchasers with the purchase application. Assuming no damage after inspection of elevators and common areas, the damage deposit will be refunded in approximately eight (8) weeks (see [Schedule of Charges and Fees](#)).

13.8 Regarding sublets, a non-refundable move-in/move-out fee and an additional damage deposit will be collected from the shareholder/lessee with the sublet application. Assuming no

damage after inspection of elevators and common areas, the damage deposit will be refunded in approximately eight (8) weeks (see [Schedule of Charges and Fees](#)).

14. LATE CHARGES, PENALTIES, AND FEES

14.1 In the event that maintenance charges, rents, assessments, or other fees due and owing to the Corporation are not paid within five (5) days of the due date, late charges will be assessed (see [Schedule of Charges and Fees](#)).

14.2 A fee will be charged for each check returned (“bounced check”) to the Corporation (see [Schedule of Charges and Fees](#)).

14.3 In the event that a resident violates certain Rules and/or Regulations of Dunolly Owners' Corp., appropriate administrative charges may be imposed to defray any and all costs to the Corporation (for example, the costs of damage, determination, follow-up, and/or cure of such violation, including reimbursement of reasonable attorney fees.)

15. SCHEDULE OF CHARGES AND FEES

15.1	Unauthorized Renovations/Alterations Fee: In violation of alteration regulations (Section 2), shareholder will be subject to an immediate non-refundable administrative fee added to the shareholder's maintenance bill.	\$1,000
15.2	Water Shut-off/Turn-on Fee: During an authorized renovation or alteration, shareholder will be subject to a one-time fee (Section 2).	\$150
15.3	Mandated Air Conditioner Bracket: In compliance with NYC Code, all air conditioners must be supported by a NYC-mandated bracket (Section 3), which can be purchased from Management and installed by shareholder/resident or the Superintendent. Contact Property Manager for bracket purchase and/or installation.	\$50/bracket; \$25/install; \$100/A/C per year for non-compliance
15.4	Window Repair: Window repair cost is paid 50% by the shareholder and 50% by Dunolly Owners' Corp. (Section 3). Contact Property Manager to arrange repair by an external vendor.	TBD
15.5	Community Recreation Room: Available for rental by residents for private use (Section 6). Contact Property Manager for availability and rental agreement.	\$125/4-hour period; <u>plus</u> \$25 cleaning fee and \$100 refundable damage deposit
15.6	Bike Room Storage Rental: Available for monthly rental by residents (Section 6). Contact Property Manager for availability and rental.	\$5/month per bike
15.7	Basement Storage Locker Rental: Available for monthly rental by residents (Section 6). Contact Property Manager for availability and rental.	\$35/month for small; \$50/month for large; \$75/month for x-large
15.8	Bird/Squirrel-feeding Violation: In violation of rule forbidding the feeding of pigeons, other birds, or squirrels on the property (Section 6), resident will be charged an administrative fee per occurrence.	\$100

15.9	Smoking Policy Violation: In violation of any and all rules of the smoking policy (Section 6 and Section 7), resident will be charged an administrative fee per occurrence.	\$100
15.10	Building Key Replacement Fee: A non-copyable key will be replaced upon a payment of \$30 per key to the Corporation (Section 8). Contact Property Manager.	\$30/key
15.11	Pet Violation: In violation of any and all rules regarding pets (Section 9), resident will be charged an administrative fee per occurrence.	\$500
15.12	Move-In/Move-Out Fee & Security Deposit: A non-refundable move-in/move-out fee and a security deposit are required. The security deposit will be refunded within approximately eight (8) weeks after inspection of elevators/common areas if no damage is found (Section 13).	\$250 non-refundable fee; \$250 refundable security deposit
15.13	Payment Late Fee: If maintenance charges, rents, assessments, and/or other fees owed to the Corporation are not paid within five (5) days of the due date, a late fee shall be assessed (Section 14).	8% of monthly charge
15.14	Returned Check Fee: If a check is returned to the Corporation, an administrative fee will be charged for each returned check (Section 14).	\$50

B. CURRENT HOUSE RULES
from the Proprietary Lease (as of April 2019)

Reproduced here for your convenience are the House Rules that form part of the Proprietary Lease. In the House Rules, “Lessor” refers to the Dunolly Owners’ Corp. as represented by the Board of Directors. Shareholders are referred to as the “Lessee.” Please note that shareholders/lessees are bound by these rules and are responsible for the actions of their tenants, sub-lessees, guests, and employees. Failure to follow these House Rules shall be considered a violation of the Proprietary Lease.

1. Public halls, basements, stairways, elevators, lobbies, entrance doors, and ramps are intended for the safe ingress and egress to/from the buildings. No play of any kind or running is permitted in these areas. Access to roofs and fire escapes is prohibited except in the event of an emergency. The fire escapes shall not be obstructed in any way.

2. Smoking, including cigarettes, cigars, pipes, electronic cigarettes, and all other smoking apparatus, is prohibited in all common areas of the buildings, including, but not limited to, the lobbies, hallways, stairwells, elevators, basements, laundry rooms, storage rooms, community room, and roofs. Smoking is not permitted within 25 feet of any of the entrances to the buildings. Smoking is permitted within individual apartments so long as odors are not allowed to permeate into other apartments or the common areas of the buildings.¹²

3. No exterior or common property of the Corporation shall be altered, repaired, and/or changed by residents. This rule includes, but shall not be limited to, the following:

3.1 No fence or handrail may be erected or removed.

3.2 No shrubbery, tree, plant, etc., may be planted, relocated, or removed without prior Board approval.

3.3 No grills, window (flower) boxes, flag poles, lighting fixtures, or similar devices shall be removed, attached, hung, stored, or erected upon any portion of the property whatsoever, including fire escapes.

3.4 No exterior or common property of the Corporation (e.g., buildings, outside walls, outside doors, trim, handrails, etc.) may be painted by residents and shall remain the color authorized by the Board of Directors/Management.

3.5 No interior or exterior public space of the building shall be decorated or furnished by any Lessee in any manner without the prior written consent of the Board.

¹² Effective 8/16/18

4. No Lessee shall make or permit any disturbing noises or smells that emanate from apartment into the hallways or in the common areas or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Lessees or residents.

4.1 No Lessee shall play upon or permit playing of any musical instrument or operate a stereo, radio, or television to the extent that it shall generally disturb or annoy other residents of the community.

4.2 No Lessee shall make or permit any disturbing noises between the hours of 10:00 p.m. and the following 8:00 a.m.

4.3 No construction or repair work or other installation involving noise shall be conducted in any apartment except Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. and Saturdays 9:00 a.m. and 5:00 p.m. No work is allowed on Sundays or legal Holidays.

4.4 No Lessee shall practice or permit vocal or instrumental music to be studied or played for more than two (2) hours per day and only between the hours of 10:00 a.m. and 8:00 p.m. Practice or playing of bands is strictly prohibited except for public events with prior Board approval. A band shall be defined as a grouping of two (2) or more instruments.

4.5 At least 80% of the floor area of each room in an apartment, except kitchens, bathrooms, and closets, must be covered with rugs or carpeting as well as padding or equally sound-reducing material.¹³

4.6 No Lessee shall make or permit any smells, including smoke fumes, cooking odors, incense, air fresheners, cleaners, or perfumes to permeate into other apartments or the common areas of the buildings.

5. No articles shall be placed in the halls or lobbies, nor on the staircases, landings, or fire escapes; nor shall anything be hung or shaken from the doors, windows, or placed upon the windowsills of the building. Fire-resistant door mats and door decorations, however, are permitted.

6. No awnings or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or Management, nor shall anything be projected out of any windows (except A/C units with the NYC-mandated brackets¹⁴ and window fans).

¹³ Effective 6/5/05

¹⁴ Effective 6/1/13

7. No sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been expressly approved by the Board.
8. No personal property, including, but not limited to, bicycles, scooters, roller blades, strollers, shopping carts, wagons, chairs, shoes, toys, furniture, and plants, shall be allowed to stand in public halls, passageways, or other areas of the building. Violation of this rule may result in removal of the item(s) by Management.
9. Messengers and tradespeople shall use such means of ingress and egress as shall be designated by Lessor.
10. Wagons, carriages, strollers, bicycles, scooters, roller blades, etc., must use the basement entrance. Bulk deliveries are to be made via the basement entrance only.
11. Trunks, heavy baggage, and moving boxes shall be taken in or out of the building through the basement entrance only.
12. Bathtubs, toilets, sinks, plumbing fixtures, and other water devices in the building and common areas shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags, or other articles be thrown into the toilets or drains. The cost of repairing any damage resulting from misuse — intentional or accidental — shall be paid for by the Lessee in whose apartment it shall have been caused.
13. No Lessee shall keep or store hazardous or dangerous materials, which may cause fire, explosion, or other threats to the safety or well-being of other residents in their apartment units, storage lockers, or anywhere else on the property.
14. No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.
15. No animals shall be kept or harbored in the building unless the same in each instance is expressly permitted in writing by the Lessor; such permission shall be revocable by Lessor.
16. No pigeons, other birds, squirrels, or any animals shall be fed from the windowsills, fire escapes, on the lawns, courtyard, or other public portions of the buildings, or on the sidewalks or streets adjacent to the building.
17. No radio or television aerial or satellite dishes shall be attached to or hung on or over or erected upon any part of the common area of the property whatsoever, including, but not limited to, windows, walls, vent pipes, and roofs.

18. No vehicle belonging to a Lessee or to a member of their family or guest, subtenant, or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the building.

19. These House Rules are subject to revision by the Board of Directors at any time.

20. Any consent or approval given under these House Rules by the Lessor may be revocable at any time.

21. This edition of the current House Rules shall supersede and survive any and all previously promulgated House Rules or Regulations for the property.

THE END