



**HOUSE RULES ACKNOWLEDGEMENT & AGREEMENT**

THE UNDERSIGNED HAS READ THE FOREGOING AND AGREES TO ABIDE BY THE HOUSE RULES & POLICIES OF THE:

**328 W. 17TH ST. OWNERS, INC.**

APARTMENT: # \_\_\_\_\_, \_\_\_\_\_ WEST 17<sup>th</sup> STREET, NEW YORK, NY 10011

NAME: \_\_\_\_\_  
(PLEASE PRINT)

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_  
(PLEASE PRINT)

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

THIS PAGE TO BE COMPLETED AND RETURNED TO:

**Argo Real Estate, LLC**

50 West 17<sup>th</sup> Street . New York . NY 10011  
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# HOUSE RULES

## 328 W. 17<sup>th</sup> ST. OWNERS, INC.

Revised May 17, 2010

### ENFORCEMENT

Failure to adhere to these House Rules may result in action taken against any shareholder by the Board of Directors, including but not limited to fines and forced sales of the shareholder's shares and termination of their Proprietary Lease. Violations of these House Rules as well as penalties including fines, forced sales, etc. shall be determined solely by the Board of Directors and shall be binding on all shareholders.

### THE BOARD

328 W 17 St. Owners, Inc. ("the Co-op") is guided by a volunteer Board of Directors ("the Board") comprised of 7 shareholders, who meet monthly. The Board encourages shareholders to attend meetings, participate, and volunteer in the workings of our community. The Board presents a slate of Officers and Directors for approval by the shareholders at the annual meeting. This slate is nominated by the President of the Board in consultation with other board members. Any vacancies that occur at other times of the year are filled in a similar fashion: nominations are made by the President in consultation with other members and then voted on by the Board. Board members are your neighbors and not enforcers therefore if you have problems or questions please contact the Managing Agent first. If you are interested in serving on the Board contact a board member and come to meetings, all are welcome.

### ANNUAL MEETING

The annual shareholder meeting is usually held in the second or third week of May. It is very important that every shareholder attend this meeting. Notices of the exact time and location are mailed at least 10 days and not more than 50 days in advance of the meeting.

### MANAGING AGENT

Complaints regarding the occupants or the services of the Co-op should be made in writing to the Managing Agent, Carol Tuccillo, Argo Corp. 50 West 17<sup>th</sup> St. New York, NY 10011, [CarolT@ARGO.com](mailto:CarolT@ARGO.com), 212.896.8600 ("the Managing Agent").

### REFINANCING

If a shareholder wants to refinance their mortgage, call the Managing Agent- Argo Closing Dept (212) 896-8684). They will provide you with all the necessary refinancing forms.

### HOME OWNER'S INSURANCE

All shareholders are required to carry homeowners insurance with at least \$300,000 personal liability coverage. The Board recommends that each shareholder acquire additional insurance to cover loss or damage to the interior and furnishings of their apartment. Each shareholder is responsible for everything within his/unit including all fixtures, radiators, walls and floors, including the sheetrock on the walls. If a pipe bursts, for instance, within the wall the Co-op is responsible for fixing the pipe, but not the damage done to the shareholder's unit.

### MOVE IN/MOVE OUT

A damage deposit will be required from all new shareholders. One half the deposit minus the cost of any damage to common areas will be refunded after moving in and the other half minus any damage to common areas will be refunded after moving out. All shareholders must coordinate the date of moving with the super. All professional movers must carry liability insurance and must provide the Co-op with a certificate of insurance which names the Co-op as additionally insured.

### SUPERINTENDENT

The Superintendent ("the Super"), James Gales tel: 646.463.4581 x334, is employed on a part-time basis by the Co-op. The Super, or a porter supervised by him, is "on duty" from 9:00-12:30 Monday- Friday. He is available at other times for emergencies within two hours of being called. He is not required to fix anything in a shareholder's unit. However shareholders may employ the Super for odd jobs at a rate to be

agreed upon between the Super and the shareholder. It is customary for individual shareholders to tip the Super during the holiday season at the end of the year. The Board recommends giving any tips in cash only.

### **GARBAGE**

Garbage is a continuing problem at the Co-op. There is simply not enough space for the amount of garbage produced, especially for buildings 330 and 328. Please adhere closely to the following rules.

- Garbage must be placed inside the bins and the lid properly secured. If a garbage can is full, do not place a garbage bag on top or next to the garbage can as rat infestation results.
- If all the cans are full, as may be the case under 330, take your garbage to the areaways below 332 or 334.
- New York City recycling regulations must be observed. Recyclable materials must be separated from garbage and left in the appropriate receptacles. Any fines or violations caused by a shareholder's neglect of the regulations will be the responsibility of the shareholder.
- Bulky items should be left on the curb on Thursday evenings after 6:00p.m. Do not put large items in the areaways or in any public hallway beforehand (see above).

### **APARTMENT ACCESS**

The agents of the Co-op, or any workman authorized by the Co-op, may enter any apartment at any reasonable hour of the day having given notice, or at any time without notice in case of emergency, for the purpose of inspecting such apartment and effecting such repairs as they deem necessary. It is highly recommended that shareholders provide a spare key to the Super for access in emergencies. If no key is provided and access is required the shareholder is responsible for all costs associated with gaining emergency access.

### **ROOF ACCESS**

Fifth floor shareholders have exclusive access to, and use of, the roof above their apartments under the terms of the Proprietary Lease. Other tenants do not have access to the roof. We have been plagued by roof leaks and spent considerable time and money to maintain the roof. Unprotected areas of the roof are easily damaged and are therefore off limits.

### **SUBLET POLICY**

The sublet policy is specified in the Proprietary Lease. Nothing in this Sublet Policy section of the House Rules will serve to alter that policy. Here is a brief synopsis of the policy:

- Long Term Sublets are allowed, as specified in the Proprietary Lease, after a shareholder has occupied their apartment for a minimum of two years. At that time a shareholder may apply to the Board for permission to sublet for up to one year and for renewal in subsequent years. Fees apply and sanctions, including fines, may be assessed for violations as determined by the Board.
- Short Term Sublets are allowed, as specified in the Proprietary Lease, for a term not to exceed thirty days and for a maximum aggregate total of ninety days per calendar year. Shareholders must notify the Managing Agent of their intent to sublet at least three business days prior to the proposed start of a short term sublet and provide identification of the intended tenant as well as contact information for both the intended tenant and the shareholder while not in residence. Lack of response from the Managing Agent before the start of the proposed sublet will be deemed acceptance of the sublet by the Board. The shareholder must be prepared to provide proof of service of the prior notice to the Managing Agent. Sanctions, including fines, may be assessed for violations as determined by the Board.

### **RESOLUTION OF SUBLET DISPUTES**

A sublet is defined as any person staying overnight in a shareholder's apartment when the authorized tenant is not present. In no case are authorized sublet tenants allowed to sublet.

The Board's decisions on violations and penalties for violations of the Sublet Policy are final and binding on all shareholders. The Board will use the following criteria to determine if a disputed sublet is in compliance or in violation of the Sublet Policy

- In the case of a Long Term Sublet the shareholder is required to provide proof of compliance by providing either a Long Term Sublet application approved by the Board or proof of occupancy by the shareholder during the disputed time period.
- In the case of a Short Term Sublet the shareholder is required to provide proof of compliance by providing either proof of service of prior notification to the Managing Agent as specified in the Proprietary Lease or proof of occupancy of the apartment by the shareholder during the disputed time period.
- In all cases evidence of occupancy of the apartment without proof of compliance as detailed above shall be construed as a violation of the Sublet Policy.
- In all cases assessment of penalties for violations of the Sublet Policy shall be determined solely by the Board.
- If the shareholder is found to be in violation of the Sublet Policy by the Board any and all fees associated with the disputed sublet's resolution shall be the responsibility of the shareholder.

### **ALTERATIONS AND RENOVATIONS**

No work is allowed in any apartment without the permission of the Board. Work means any renovations or modifications including plastering, carpentry, replacing windows, masonry, the installation or modification of electric wiring, the installation or modification of plumbing or any other work other than painting or carpeting. If you are unsure if you need to fill out an Alteration Agreement, ask the Managing Agent.

- Any shareholder seeking permission for such work must complete an **Alteration Agreement**, available from the Managing Agent. The Managing Agent and the Board will review the request within two weeks, and will either approve the work, or will request further information at that time.
- All contractors and subcontractors must carry liability insurance and must provide the Co-op with a certificate of insurance which names the Co-op as additionally insured.
- New York City has passed regulations regarding the control of lead paint dust during renovations. The Co-op consists of old buildings with many layers of paint, some of which is lead paint. Contractors must be certified for lead paint removal and conform to all laws regarding lead paint.
- Some apartments have antiquated electrical service within the apartment. All apartments should have a modern code compliant circuit breaker box. The Board may at its discretion require the installation of such modern electrical service in cases of recurring problems or major renovations.
- All apartments should have water supply shut off valves that allow repair of plumbing in the apartment without turning off water service to the entire building. The Board may at its discretion require installation of water supply shut off valves in cases of recurring problems or major renovations.
- Any shareholder proceeding with work without a written approval will be fined \$1,000 and will be required to stop work until approval is obtained.

### **WASHING MACHINES**

Due to the age and pipe size of the existing plumbing in the buildings, standard washing machines are not allowed (past problems have occurred with suds backing up into cellar and first floor apartments). Low water usage/ high efficiency models, usually front loading, are allowed.

- The Board must approve the brand and model of washing machine prior to installation.
- A licensed plumber must perform the installation.
- The shareholder must agree to remove the machine at their own expense, upon the written request of the Board, if other shareholders in the buildings experience problems with suds backup into their apartments.

### **NEW DEVELOPMENT**

From time to time shareholders may wish to incorporate existing undeveloped space, basement or hallway space, or develop new space on the roof, for 5<sup>th</sup> floor shareholders. The Co-op allows such development

only with the Board's approval and oversight. In all cases the cost of developing and incorporating new space is the sole responsibility of the shareholder. Incorporating new space into an apartment requires the issuing of additional shares, which require additional maintenance payments. These new shares are allocated and priced as follows.

- The number of new shares allocated, per square foot, are equal to the number of shares per square foot of the apartment to which the additional space is incorporated.
- The price of the new shares issued for incorporating existing basement or hallway space is set at one half the average price per share of the most recent three sales in the Co-op.
- The price of the new shares issued for the development of new rooftop space incorporated into a fifth floor apartment is set at one quarter the average price per share of the most recent three sales in the Co-op.

### **FIRE ESCAPES**

Nothing shall be placed or hung from any fire escape, with the exception of approved items for the purpose of preventing pigeons from roosting. This includes air conditioners, flower pots and growing vines, which are fire code violations.

If such item is left on the fire escapes, the Super will dispose of it immediately. The shareholder will be billed a \$50.00 fine for the removal and be held responsible for any violation fines.

### **GARDEN, 328 COURTYARD**

The courtyard between 328 and the carriage house is available for the use of 328 residents. Noise can be a problem so please be courteous to your neighbors when using the courtyard. Noise travels up. Pets must be "walked" on the street, not in the courtyard. The courtyard is open from 8:30am until 11:00pm. Tenants who use the courtyard are required to remove any and all trash, including cigarette butts, immediately. Please be considerate of your neighbors. Failure to do so may result in loss of courtyard privileges.

### **WINDOW BOXES**

Window boxes and flower pots are not permitted on any windowsills.

### **AIR CONDITIONERS**

The installation of air conditioners in any window facing 17<sup>th</sup> Street is not permitted, with the exception of cellar windows.

### **WATER USAGE**

All buildings in the Co-op now have water meters, and the water and sewer charges are based on the meter readings. Therefore all shareholders are encouraged to save water whenever possible and check to be sure that no leaks are occurring in their apartment. Even a slow drip will cause the Co-op to incur unnecessary water and sewer charge.

### **PLUMBING**

The plumbing in the buildings is very old. Be careful as to what is put down the toilets or kitchen sinks. If back-ups occur, the shareholder will be held responsible for the cost of clearing the blockage. Each shareholder is responsible for ensuring that all plumbing is code compliant and responsible for bringing the plumbing up to code if it is found insufficient.

### **STORAGE LOCKERS**

Individual storage areas are available for rent in the basements. To use a Storage Locker a shareholder must sign a **Storage Rental Agreement** with the Managing Agent. Please contact the Managing Agent for availability of space and to obtain a rental contract.

### **BICYCLE STORAGE**

Carrying bicycles in and out of the buildings has caused significant damage to the hallways. Therefore bicycles are not permitted in the public areas of the Co-op. They are also not allowed to be chained to the fences or tree guards in front of the Co-op. Two rooms are available in the cellar of 330 for the storage of bicycles. The charge for bicycle storage is \$5/month/bicycle. Monthly charges are added to monthly maintenance bills. Tenants storing bicycles must request and sign a **Bicycle Storage Agreement** with the

Managing Agent prior to use of the storage room and will be assigned a hook and given one key to the storage area.

### **FITNESS CLUB**

The Co-op has established a relationship with Equinox Fitness Clubs, 17<sup>th</sup> St Club on 10<sup>th</sup> Ave. Tenants may join with no initiation fee, a reduced corporate monthly rate and flexible no penalty monthly opt-in opt-out as defined by the agreement between Equinox and the Co-op. All fitness club fees are added to the tenant's maintenance bill or automatically deducted from their bank account each month and paid collectively by Argo. Membership in Equinox is administered by the Co-op as a courtesy to tenants, who must sign a **Fitness Club Agreement**. All fees or charges associated with such membership are the sole responsibility of the tenant-member and may be charged as additional maintenance to tenant-members. All cancellation requests must be made by the tenant-member by email to BOTH Equinox and the Co-op's Managing Agent by the 20<sup>th</sup> day of the month to be effective the 1<sup>st</sup> day of the following month. Free trials are available for prospective members. Contact Argo for further information.

### **PETS**

Tenants are allowed to keep pets in their apartment. Pets, including dogs and cats, are not permitted in any of the public portions of the buildings unless carried or on a leash. No pigeons or other birds or animals shall be fed from the windowsills, terraces, fire escapes or in the yard, court spaces or other public portions of the buildings, or on the sidewalks or streets adjacent to the buildings.

### **NOISE**

The buildings are old and the walls are thin. Please be considerate of your neighbors.

- No shareholder shall make or permit any disturbing noises in the building or do or permit anything to be done therein that will interfere with the rights, comfort or convenience of other shareholders.
- No shareholder shall play any musical instrument or permit to be operated any noise-producing device in such shareholder's apartment between the hours of 11:30pm and the following 8:30am.
- No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30am and 6:00pm.
- If a shareholder has a party in their unit with more than 10 guests, they must advise immediate neighbors in advance.
- 80% of the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material (excepting only kitchens, pantries, bathrooms, closets and foyer).

### **LATE FEES**

A late fee of \$25.00 per month will be charged on maintenance or other charge as billed by the Managing Agent and unpaid as of the 10<sup>th</sup> of the month – no exceptions. An automatic withdrawal system for making payments is available through the Managing Agent.