

# Building Policies, Rules, and Regulations

If you have any questions, please refer to your lease for additional information. These community rules and policies are found in your lease agreement in further detail. Your signed lease supersedes any information found in this handbook.

## Your Apartment

It is understood that the apartment home is to be used for residential living purposes only. Notice of all additional rules may be given to the resident in writing or posted in the lobby or other public areas in the building and/or resident portal known as BuildingLink. Your apartment may be used as a private residential apartment only to live in and for no other reason. No home office use is permitted, no auctions, sales, public gatherings, group tours, or exhibitions are permitted.

All leaseholders and occupants will take good care of the apartment, including all fixtures and equipment. They will not permit any damage to it. It is the Residents' responsibility to alert the management team immediately about any service-related issues. All potential damages that are not reported on time will bring charges at your own expense. Should a serious maintenance problem arise when the office is closed, our answering service and/or voicemail system will take your message and direct you to the appropriate contact. You can also submit a maintenance request via BuildingLink or with our 24 hours concierge on duty.

## Community Considerations

When you live in an apartment it is important to be considerate of your neighbors. One of the easiest things you can do to help avoid disturbing your neighbors is to keep your stereo and television volume low. You are responsible for the behavior of all of your occupants and guests.

If you have friends over, please avoid loud voices and noise – day or night. You agree not to interfere with the quiet enjoyment of other residents by allowing loud noises or sounds to emanate from your apartment.

## Odor

Resident shall not permit any noxious or objectionable odors to emanate from resident's apartment or any area of the building. Resident shall not use, generate, store or dispose of any type of hazardous or toxic materials or substances, from or in the apartment or any area of the building.

Resident acknowledges that the landlord has not made any representations or promises with respect to noises or odors however arising and whether occurring inside or outside the building, and resident waives and releases any claim, cause of action or set off by reason of or arising out of any noise, inconvenience, aromas, scents, or odors, however arising, and whether occurring inside or outside the building.

## Trash Removal/Recycling and Environmental Protection

Trash chutes are located throughout your building. If a chute is full, please use another. Place all trash in the chute, not on top of it or around it. Use of the chutes for anything other than normal household waste is prohibited. Combustible items present a fire hazard and should be disposed of according to instructions located on product packaging. Mattresses, furniture and other large items should not be placed in the chutes. Contact the office for assistance in disposing of any large items. Do not store trash on your balcony or in the hallway unless it is in an approved container provided by the community and is serviced regularly by the community or a third-party vendor. We are committed to sustainability and green practices. If recycling receptacles are provided at your community, we strongly encourage you to use them. At some communities, you may be required by local laws to recycle certain items. We reserve the right to pass through any fines or other costs associated with your failure to comply with such requirements. Residents will comply with all rules and directions of landlord and or landlord's agents concerning the location, manner, and method of disposal of waste, refuse, garbage and recyclables.

Toilets and other apparatus in the apartment and the building shall not be used for any purposes other than those for which they are constructed. The cost for any repairs resulting from resident's misuse shall be resident's sole responsibility and shall be added to resident's rent bill as additional rent, including violation fees.

## Laundry Facilities

To ensure the washers and dryers are working when you need them, please follow the posted operating instructions carefully and treat the machines with care. If any of the laundry machines are not working properly, please let us know immediately, so that we can call for service. Do not put

plastic items in the dryer, always clean the lint screen before every use, and refrain from overloading the washing machine or dryer. Do not leave your clothes unattended as we are not responsible for loss or damage to personal items and clothing.

## Smoke Detector and Carbon Monoxide Detector

Landlord is not responsible for servicing or maintenance of the smoke detectors/carbon monoxide detectors except as provided by applicable law or statute. Resident will be liable for any damage resulting from the failure to keep them in good working order. Landlord will not be liable for any damage caused by the failure of such detector to operate properly.

## Parking/Garage

Resident acknowledges that the garage in the building has been leased to and is operated by a third party. Resident must contact the independent third-party garage operator to rent a garage space.

## Renters Insurance

All residents are required to maintain at least \$500,000 in personal liability insurance. More details concerning this requirement are set forth in your lease. In addition, it is strongly recommended that you obtain renter's insurance to cover the contents in your apartment, garage or storage space.

## Signs and Solicitation

Resident acknowledges and agrees that they shall not install any sign, notice, advertisement, or illumination on or at any window, terrace or balcony of the apartment or public area of the community. Resident shall not peddle, distribute, or solicit any merchandise, book, periodical, circular, handbills, pamphlets, advertising material or otherwise, or solicit donations or contributions for or membership in any public or private organization in any public area of the community.

# Employee Requests

Our management team is here to make your apartment living an enjoyable experience. However, staff members are prohibited from performing errands or personal business on your behalf.

## Floors

Care and maintenance of your floors is your responsibility. Apartment floors will be covered with rugs or carpeting to the extent of at least 80% of the floor area of the apartment (except kitchens, pantries, and bathrooms) where carpeting is used, it will be laid over at least one layer of 40 ounces per foot padding or the equivalent. The manner of installation will be so as to not damage the flooring underneath or the baseboard on installation or removal.

## Moving and Elevator Usage

Resident will schedule all moving with the management at least one week in advance and comply with the building Move-In/ Move-Out procedures. Resident will use only the service elevator when moving into or out of the building, obtaining deliveries or moving into apartments between floors. Any move of any kind into or out of the building must be scheduled with Property Manager regarding moving in and moving out requirements, the resident will not use the elevators without taking care to be properly dressed and wearing shoes.

## Concierges

If you live in a high-rise building, you may have a concierge on duty. Concierge personnel are required to announce your guests prior to each visit, even if the guest is familiar to them. Our management personnel are not permitted to allow any of your guests into the building on an ongoing basis, nor will they be permitted to release your apartment number or telephone number to your guests. The concierge is there to assist you; however, the concierge may need to refer your maintenance issues and other complaints to other qualified personnel.

# Pets

It is agreed between the parties that the resident will not harbor a dog or any other animal in the apartment, for any reason whatsoever, without the written permission of the landlord.

If permission is given by the Landlord to harbor a particular animal, this will not be construed as permission to harbor an additional animal or a different animal. This clause shall be applicable whether or not the permission is explicitly given or by reason of the New York City Pet Law. Dogs and any other pets must be transported in and out of the building through the service entrance. Dogs and any other pets are not permitted on any grass, garden plot, terraces, balconies, or the outside decks under any condition. Because of the health hazard and possible disturbance of other residents which arise from the uncontrolled presence of animals, especially dogs in the building, the strict adherence to the provisions of this rule by resident is a material requirement. Resident will not provide food for wild birds (i.e., breadcrumbs, bird seed, etc.) by the installation of bird feeders from the terrace and/or windows or windowsills. Residents will be required to provide a copy of the pet's immunization record.

Please check with the office to see which pets are allowed and which are prohibited, as well as to find out about any additional deposits, fees, and other charges that may be associated with the privilege of having a pet at your community. We may, at our discretion, deny any animal if we believe it to be a threat to others. American Pit Bull Terriers, American Bullies, American Staffordshire Terriers, Staffordshire Bull Terriers, and any dogs that are cross breeds of or are related to such breeds are not permitted. At our discretion, you may be required to have a licensed veterinarian verify your pet/animal's weight and breed. We may also request a photograph of your pet/animal for your resident file. Wild (not domesticated) animals and hybrids of wild animals, including wolf and coyote hybrids, are also prohibited, as are monkeys, snakes, ferrets, rabbits, pot belly pigs, and miniature horses.

If you or an occupant has a disability that requires the assistance of an animal, please contact the leasing office. All pets and assistance animals must have required licenses, and tags and all inoculations must be current. If you decide to acquire a pet or need an assistance animal after your move in, contact us beforehand to make arrangements, pay the required fees, if any, and sign the appropriate lease documentation. Your pet/assistance animal must be on a leash and under

your control at all times when walking through the lobby of the building and throughout all other common areas in the building and in the community, including hallways, elevators and parking areas. Never leave your animal on the balcony or patio unsupervised or while you are away. You are responsible for any damage and injury your animal may cause. If at any time believe your animal is annoying, bothersome, a nuisance, or a threat to any person or animal, we may require you to remove it from the community. You are responsible for immediately picking up and disposing of all animal waste. Allowing an animal to relieve itself on a balcony or patio is strictly prohibited. Please comply with any local Sanitation and Health Department ordinance that prohibits pets in the pool area. You are responsible for all costs we incur to repair damage, remove odors or treat for pests such as fleas and ticks. If fish tanks are allowed at your community, they cannot exceed 40 gallons and they must be properly supported. The policy described herein also applies to pets/assistance animals belonging to occupants and guests who may be visiting the community or staying with you, even on short term or temporary basis.

## Terraces and/or Balcony

The apartment may have a terrace or balcony ("terrace"). If the apartment has a terrace, the resident is strictly prohibited from hanging anything from the terrace.

Resident must secure any personal property placed on the terrace but in no way is storage allowed on the terrace.

Resident shall keep the terrace, if any, and the drains located therein, free from all rubbish, dirt, debris or windblown materials, and resident shall be responsible for any water damage caused to resident's apartment or any other apartment or to the building, resulting from clogged drains or from any other use of such terrace. The resident may not install a fence or any addition to the terrace.

No plantings or other objects shall be placed on the terrace without the written permission of the Landlord. Under no circumstances shall a potted plant in excess of fifty pounds be kept on the terrace. Plantings shall be kept in non-leaking containers lined and standing on supports at least two (2) inches from the terrace floor and at least six (6) inches from any adjoining wall. Suitable weep holes shall be provided in the boxes to draw water away from any wall.

Resident is responsible to maintain the containers in good condition, and to maintain the drainage tiles and weep holes in operating condition.

Resident shall remove any and all plantings, boxes and other property left on the terrace, at resident's sole cost and expense, as and when required by Landlord or its agent, for any reason. Resident will be required to relocate any plantings in order to allow access, inspection or repairs deemed necessary by Landlord or its agent.

Lighting fixtures may only be plugged into regulation sockets. No satellite dishes may be placed on any terrace. Outdoor barbecuing, grilling, cooking is not permitted at any time on resident's terrace or on the grounds of the premises. No items may be stored on any terrace, including, but not limited to, toys, bikes, pools. Tables, chairs, cushions may be left on terraces and must be properly secured. No item(s) can be placed on the terrace railings including, but not limited to banners, laundry, decorations, etc. Under no circumstances shall no resident be permitted to enclose any terrace or erect any structure on any terrace, including but not limited to pools, hot tubs, fences, etc.

## Amenities

Rent does not include use of the Club Level, terraces and pool, the fitness level, classroom and studios, the Sky Lounge and terrace, and Dog Terrace (collectively the Club Level Amenities Area) in the building. Resident will be entitled to use such facilities on a non-discriminatory basis, subject to availability of memberships, or the like, and on such terms and subject to separate fees and charges. All fees are subject to change.

Party Room is available for private parties at a fee - please contact the Amenities Manager for details.

## Lock & Keys

Resident is not permitted to change or add additional locks to the front door of the apartment unless resident receives written permission from the landlord. Resident must also provide landlord with a key to any and all of the apartment front door locks so that landlord or landlord's agent may enter the apartment in case of emergency. Any and all costs associated with and/or damage caused by landlord's entrance shall be the sole responsibility of the resident and will be added to the resident's rent bill. If



resident loses any key, resident will pay the cost of landlord replacing the same, and/or replacing the lock in landlord's sole discretion. If any keys are given or lent to by a resident or by any member of his or her family or his or her agent (s) the use of the key shall be at the sole risk of such resident.

## Common Area Prohibitions

Residents are strictly prohibited from leaving any personal property in the common areas of the building. Any property left in the hallways will be deemed abandoned and may be removed by agent or landlord and discarded without any liability on behalf of landlord, building or management. Resident and all of their occupants and/or guests are prohibited from riding bicycles, roller skating, roller blading and/or skateboarding or otherwise interfering with the safety in the hallways, lobby or any other part or portion of the building.

## Bicycle Storage

There is a bicycle storage room at the cellar level using the service entrance of the building. A space in the bicycle room may be obtained on a first come first serve basis and there is a charge per bicycle per month (might increase, subject to change by Management). If there are no available spaces left in the bicycle room and you would like a space, please fill out the Bicycle Storage Form and submit it to management, you will be put on a waiting list.

The landlord has no liability to resident for any loss or damage of any bicycle that is stored in the bicycle storage room. We suggest you lock your bicycle in storage.

# Moving Out

When it's time for you to move out, we have a few simple requirements:

You must fulfill all the terms and conditions of your lease and leave owing no money to the community. You must give us formal written notice, within the timeframe stated in your lease, of your intention to move out. You must vacate and remove all of your property and return all keys, access cards, and remotes to us on or before your scheduled move-out date. You must provide us with a valid forwarding address. If you would like to be present for a move-out inspection of your apartment, please contact the office prior to your scheduled move-out date. As required by your lease, you must leave your apartment in the same clean, undamaged and ready-to-rent condition as when you moved in, taking ordinary wear and tear into account. When you vacate your apartment, any personal property left in your apartment will be considered abandoned and may be disposed of, without liability to us, subject to applicable laws. If we incur costs for cleaning and/or repairing your apartment or for removing trash or other items left behind after you move out, we will pass those costs through to you.

If you have added additional telecommunication line(s) in your apartment or you have otherwise change the service, you will be responsible for all fees to return the service in the apartment to its status at the time you moved in.