

1111 MIDLAND AVENUE TENANTS CORP.
CO-OP

HOUSE RULES

UPDATED & ADOPTED

September 17, 2026

Direct all questions and concerns to the Managing Agent:

- Building Related Concerns –

Warren Collins, Property Manager, wcollins@garthchester.com and
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PHONE 914-725-3600 | FAX 914-725-6453 | **Emergency 866-246-0370 – This number is for after-hours use and true emergencies only.** Emergencies include water leaks, front or side doors that do not close properly, someone stuck in the elevator, or any situation that poses an immediate safety or property risk.

Superintendent: Leka Camaj 914-779-5988

Emergency (after hours) 866-246-0370– for emergencies during business hours - call the Superintendent

1. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments and stairwells. All common areas, including hallways, stairwells, elevators, lobby, laundry, parking areas, and outdoor spaces, must be kept clean and free of personal property and debris. Failure to comply with any of the foregoing will result in a fine. Additionally, the Board reserves the right to remove and/or dispose of any personal belongings or other items that are in violation hereof at such Lessee's expense.

2. No one shall loiter or play in the public halls, stairways, fire escapes, parking garages, parking lot or elevators.

3. Lessees and their guests are strictly prohibited from discarding trash, cigarette butts, food wrappers, or any other refuse in any common areas.

All waste must be properly disposed of in designated receptacles or disposal locations. **Failure to comply will result in a fine and/or additional cleaning charge.**

4. Lessees with residents under 10 years of age shall reach out to the Managing Agent to schedule the installation of window guards and balcony screens/netting.

5. No one is authorized to be on the roof.

6. No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Lessees.

Between the hours of 11 PM and 8 AM:

a. No Lessee shall play upon or suffer to be played upon any musical instrument in such Lessee's apartment. Failure to comply will result in fine.

b. No Lessee shall permit to operate a radio or a television loudspeaker, sound machine or any audio equipment in such Lessee's apartment at a disturbing level. Failure to comply will result in fine.

c. Sound travels, so please be mindful of all common areas during quiet hours which include the lobby, elevator area, mailroom and hallways. Please keep noise and voices down and cell phone conversations to a minimum.

d. No construction or repair work (unless an emergency) or other installation involving noise should be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 AM. and 4:30 PM.

7. Contractors must be licensed and carry commercial general liability and other insurance issued by companies and in policy limits acceptable to the Board. Without limiting the Boards's rights to specify insurance requirements under the corporate documents, prior to commencing any work, contractors must sign an insurance and indemnity agreement in form acceptable to the Board, and provide a certificate of insurance naming 1111 Midland Avenue Tenants Corp., its Board of Directors, and its Managing Agent as additional insureds. The Managing Agent may require that policies or other acceptable proof of insurance coverage be provided. Failure to comply will result in a fine and suspension of work until compliance is achieved.
8. No Lessee shall proceed with any alteration as per Section 21 of the Proprietary Lease without prior consent of the Managing Agent and Board of Directors. Requirements shall include:
 - A signed renovation agreement and authorization to proceed.
 - Proof of license and insured contractors and/or trades people.
 - A Deposit
 - An insurance certificate naming Board Members, Management and 1111 Midland Avenue Tenants Corp. as additional insureds.
 - The alterations shall be performed only between the hours 8:30 AM and 4:30 PM and work which will produce unusual noise or might be disturbing to other shareholders shall not commence before 9:00 AM. No work shall be performed on Sundays or Holidays.
9. All common areas constitute a smoke-free environment. Smoking is strictly forbidden anywhere in these common areas excluding Lessee's apartments. Sealant and air filters are required at Lessee's expense to ensure no odors or smoke go into common areas and neighboring apartments. The Lessee shall be responsible for any damage, cleaning costs, and other remediation resulting from any smoking-related odors and/or residue in connection with smoking in Lessee's apartment affecting common areas or neighboring apartments. Failure to comply will result in a fine.
10. No balcony enclosures shall be installed without written approval from the Managing Agent and the Board. All requests must be submitted to the Managing Agent in writing. Lessee must use a contractor approved by the Managing Agent and the Board to ensure installation is made in compliance with the waterproofing warranty. A balcony screen may be required to be installed at lessee's expense upon writing from Managing Agent or the Board.

11. The cost of any damage to the property of another Lessee and/or other areas or components of the building (including without limitation costs of repairs, replacements, and professional or consulting fees) arising out of the failure of a Lessee with an existing balcony enclosure to meet waterproof requirements and standard maintenance and upkeep will be borne by the latter Lessee.
12. Flooring, such as area rugs, is not permitted on balconies. The installation of weeping tiles is not permitted without prior written approval by Management and the Board, in their sole discretion, and must be in compliance with the waterproofing warranty. If approved, Lessee is responsible for tile removal if work, repair or maintenance of balcony is required.
13. No article shall be placed, shaken or thrown from the doors, windows, balconies, staircase landings and fire escapes or placed on the windowsills or ledges of the building. Failure to comply will result in a fine.
14. No awnings, window guards, ventilators or porch enclosures shall be used in or about the building except such as shall have been expressly approved by the Board nor shall anything be projected out of any window of the building without similar approval. Written requests must be made through the Managing Agent via the Superintendent. Failure to comply will result in a fine.
15. No sign, notice, advertisement, illumination or decoration shall be inscribed or exposed on or at any window or other part of the building, unless it has been approved in writing by the Managing Agent and the Board.
16. No velocipedes, bicycles, scooters or similar vehicles, or baby carriages shall stand in the passenger elevator, public halls, passageways, areas, or courts of the building. **All electric scooters, bikes, or similar devices with lithium-ion batteries must be UL (Underwriters Laboratories) certified. Charging of lithium-ion batteries is prohibited in common areas. The Board reserves the right to prohibit storage or charging of any such devices that pose a fire safety risk.**
17. All trades people shall use such means of ingress and egress as designated by the Managing Agent and the Board and enforced by the building Superintendent. Upon arrival, daily check-in with Superintendent is required prior to work.
18. While both elevators are in operation, trunks and heavy baggage shall be taken in or out of the building exclusively through the east service elevator with all padding in place and only after submitting dates and times of usage to the Assistant Property Manager and Building Superintendent.

19. All Shareholders are required to provide the superintendent with the key to the bottom lock to their apartment and are urged to provide the key to all other front door locks. Should any Shareholder replace their apartment door lock, a new key must be immediately supplied. This will be strictly enforced. Should the Board or the Managing Agent determine that an emergency necessitates breaking any Shareholder's locks or door, it will be such Shareholder's responsibility to cover all costs that would not have been incurred but for the Shareholder's failure to provide a current key. The Corporation, Board, and Managing Agent shall not be liable for any damage to the apartment or any personal property resulting from emergency entry necessitated by the Shareholder's failure to provide a current key.
20. Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the Managing Agent and the Board direct.
21. Household trash shall be securely sealed in garbage bags before dropping into the garbage chute. If the bag used is too large, it should be placed outside of the east compactor room in the basement.
- a. Paper recycling and cardboard must be flattened and bound in manageable bundles before placing in the green bin near the garbage chute on your floor. Bundles that are too large should be brought down to the basement and placed outside of the east compactor room in the basement.
 - b. Glass, aluminum, juice and milk cartons should be rinsed and placed in the metal bin near the garbage chute on your floor.
 - c. Broken glass, clothes, needles, hangers, dirty diapers, containers etc. are not to be thrown down the chute as it can get stuck and/or staff can cut themselves on broken glass. Please contact the Superintendent if you have items such as these in need of disposal.
 - d. All cat litter shall be triple bagged, sealed and placed outside of the east compactor room in the basement. **DO NOT THROW DOWN CHUTE OR LEAVE ON THE FLOOR OF THE CHUTE ON YOUR FLOOR.**
 - e. The building is **not responsible for the disposal of bulk garbage**. If you need to dispose of bulk items, contact the Superintendent for instructions.

Failure to comply with any of these household trash directives will result in a fine.

22. Toilets and other water apparatus in the building shall not be used for any purpose other than those for which they were constructed. No sweepings, rubbish,

rag or any other articles shall be thrown into the toilets. The cost of repairing any damage resulting from the misuse of any toilets or other apparatus shall be paid for by the Lessee in whose apartment is the source of any damage.

23. No Lessee shall send any employee of the Corporation out of the building on any private business of a Lessee.
24. No bird or animal shall be kept or harbored in the building without prior approval in writing from the Managing Agent and the Board. Any approved animal must be registered with the Managing Agent, and the Lessee must provide proof of current vaccinations and licenses as required by law. The Lessee shall be responsible for any damage caused by any animals harbored in their apartment and shall indemnify and hold harmless the Corporation from any claims arising therefrom.
25. All owners of service and emotional support animals on the premises must submit a Pet Agreement to the Managing Agent and the Board. Agreement must be signed by Lessee and submitted to Managing Agent annually with all required documentation.
26. In no event shall any dogs (including without limitation ESAs-) be permitted on elevators or in any of the public portions of the building unless carried or on a leash. Dogs (including without limitation ESAs) must be taken in and out of the building through the service elevator (East Elevator) only. This allows those tenants who prefer not to encounter dogs in such close quarters to do so by using the other elevator.
27. No pigeons or other birds or animals shall be fed from the windowsills, balconies, or in the yard, court space or other public portions of the building, or on the sidewalks or street adjacent to the building. Failure to comply will result in a fine.
28. No radio or television aerial or satellite dishes shall be attached to or hung from the exterior of the building without the prior written approval of the Managing Agent and the Board.
29. No vehicle belonging to a Lessee or to a member of the family or guest, sub-tenant or employee of a Lessee shall be parked in such a manner as to impede or prevent ready access to any entrance of the building by another vehicle. Failure to comply will result in a fine.
30. The Lessee shall use the available laundry facilities only upon such days and during the hours designated by the Board or the Managing Agent.
31. The Board shall have the right from time to time to curtail or relocate any space

devoted to building or shareholder storage purposes, except solely to the extent expressly stated otherwise in a fully executed writing between the Board and any Lessee.

32. Unless expressly authorized by the Board 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 except: kitchens, entry ways, bathrooms, balconies, and closets. Failure to comply will result in a fine.

33. No open house exhibition, auction, sale of any apartment or its contents shall be held without the prior consent of the Managing Agent and the Board.

34. The Lessee shall keep the windows of the apartment clean. In the case of refusal or neglect of the Lessee, during 10 days after notice in writing from the Lessor of the Managing Agent to clean the windows, the Managing Agent and the Board shall have the right to schedule authorized agents to enter the apartment for this purpose and to charge the cost of such cleaning to the Lessee.

35. Hallway windows shall remain closed during the winter months.

36. No Lessee shall install any plantings on the balcony, or roof without the prior written approval of the Board. Plantings shall be contained in material impervious to dampness and standing on supports at least two inches (2") from the balcony or roof surface, and at least three inches (3") from any adjoining a wall.

Suitable weep holes shall be provided in the boxes/planters to draw off water. In special locations, such as a corner abutting a parapet wall, plantings must be at least three inches (3") from the parapet and flashing with a floor of drainage tiles and suitable weep holes at the sides to draw off water.

It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. The Lessee shall be responsible for any damage that may be caused by such plantings.

37. The use of charcoal or gas grills is prohibited on any balcony or the roof of the building.

38. An agent of 1111 Midland Avenue Tenants Corp. and any contractor or worker authorized by the Board, may enter any apartment at any reasonable hour of the day, upon reasonable notice (except in the case of emergency, where no notice shall be required), for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any

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, the cost thereof shall be payable by the Lessee, as additional rent or maintenance.

39. No air conditioning device that extends beyond six inches (6") past the windowsill shall be installed by the Lessee without an AC bracket as required by New York State law. If an air conditioning device with an AC bracket of a Lessee is installed by Management staff, there will be an installation fee of \$40. If Management provides the AC bracket there will be an additional supply fee of \$35. Devices shall conform to electrical codes. Air conditioners shall not protrude from windows on fire escape stairwells in such way to obstruct egress.
40. Decoration of grounds and gardens will be under the direction and control of the Board with prior permission.
41. Any employee or visitor of a Lessee may be denied access to the premises, for cause and for whatever period may be deemed appropriate, by an affirmative vote of a majority of the Board.
42. The installation or use in any apartment of electric stoves or laundry equipment is not permitted. No privately owned equipment shall be kept or used in the laundries. An initial **violation fee of \$500** will be instituted. An additional **\$75 fine** will be assessed monthly until the violation is cured and Management, the Superintendent, or the Board is allowed access to inspect the apartment to confirm the equipment in violation has been removed from the premises.
43. No Lessee shall install in the apartment any dishwasher or other similar equipment without prior written consent of Managing Agent and the Board.
44. The following items **may not be kept** in the basement storage:
 - Mattresses, box springs and bedding of all kinds
 - Draperies and wall hangings
 - Carpeting and carpet pads
 - Newspapers and magazines
 - Tires
 - Gasoline, oil, paint, cleaning fluids, propane, lithium-ion batteries, or any other type of combustible or hazardous materials or items (which may be in violation of municipal, state or federal fire laws or regulations.)

45. Lessees are advised that in the event of any household moves, in or out of the building, operations must be conducted and completed between 8:30 AM and 4:30 PM, Monday through Saturday. If a move goes beyond 4:30 PM, there will be a charge for building staff at prevailing overtime rates. This also applies to internal moves, within the building. Only one move may be undertaken at a time, with dates and times granted on a first come first serve basis through the Superintendent. When both elevators are operational, all moving must be done exclusively through the east service elevator with all padding in place. No move may be undertaken on Sundays or legal holidays. NO EXCEPTIONS.

The Managing Agent must be contacted for the building insurance and COI requirements, which must be complied with prior to any move in or out.

Appointments must be made with the Superintendent, and a **\$1,000 deposit** (Certified Check or Money Order) must be submitted in advance. Deposits will be refunded within approximately 30 days of the move date.

46. Lessees are responsible for the removal from the building of all debris resulting from any household move or interior alterations. This includes items but is not limited to cardboard boxes, carpeting and pads, draperies, bedding of all kinds, appliances, doors, etc. No items are to be placed in public halls, stairwells, fire escapes, hallways, compactor rooms, or basement corridors prior to the day of their prearranged removal. Cardboard boxes should be broken down and tied into manageable bundles. Bundles should be turned over to the building staff for recycling. The Board reserves the right to remove and/or dispose of any items left in violation of this rule at the Lessee's expense. Violators shall be subject to fines and/or legal action.

47. All deliveries of bulk items, i.e., carpeting, furniture, large appliances, etc., require contacting the Superintendent 3 days prior to such delivery, for the building staff to prepare the elevator with pads and flooring. Such deliveries must be arranged to be conducted in normal moving hours, Monday to Saturday between 8.30 and 4:30 pm, with no deliveries of bulk items permitted on Sundays or legal holidays. With both elevators operational, any bulk items must be delivered exclusively through the east service elevator with all padding in place. COIs are required for bulk deliveries. The Managing Agent must be contacted for the building insurance requirements prior to any delivery of bulk items.

48. The Board shall consider permitting the subleasing of apartments, which shall be contingent upon the shareholder presenting to the Board a prospective applicant who shall complete the appropriate building sublease application and be interviewed by the Board. The Board will endeavor to render its decision within

five (5) business days. Any subleasing shall be subject to a sublet fee:

- a. Anyone subletting their apartment without prior Board approval will be assessed an **administrative fee of one month's maintenance**, for every month the violation continues and/or subject to legal action. Legal fees will be billed back to the shareholder's maintenance account.
- b. The Board of Directors will not approve a sublet request or sublet renewal from a shareholder if their maintenance payments are not current.
- c. All subleases are subject to annual Board approval.
- d. Lessee shall be responsible for any violations of these House Rules or other provisions of the corporate documents by any sublessee or other occupant of such Lessee's apartment.

49. Two building entrance keys have been provided for each apartment. Requests for additional keys must be submitted in writing to the Managing Agent for approval by the Board. A \$75 deposit per key is required for shareholders and residents. The deposit for all others is \$100.00 per key. Tenants requesting additional keys must have a written request approved by the sublessor before a key will be issued.

50. All parking spots are assigned on a month-to-month basis. Parking spots are at the discretion of the Board. Assigned parking spaces are not to be considered part of the shareholder's or subtenant's apartment and cannot be passed on to new shareholders purchasing a unit, or to a new sub-tenant. The Board reserves the right to revoke parking privileges if a shareholder is in arrears or is in breach of the House Rules.

51. The Board and the Managing Agent shall have the right to prescribe rules for the parking of vehicles in a garage or parking area within or without the building and the use of roadways thereto. The Board holds the right to remove any vehicle improperly parked, junk/abandoned vehicles, vehicles without license plates and/or valid registration. No vehicle may be stored or warehoused without the express written permission of the Board. The Lessee at his/her own expense and risk will be responsible for all costs for the removal of any vehicle(s) owned by Lessee or owned by any sublessee or other visitor to or occupant of Lessee's apartment, for any violation stated in this paragraph. The Corporation shall not be liable for any theft or damage relating to vehicles or their contents while parked on the premises.

52. Complaints regarding the service of the building or infraction to the House Rules shall be made in writing to the Managing Agent and the Board.

53. Any consent or approval given under these House Rules by the Board shall be revocable at any time by the Board. Any condition for the Board's or Managing Agent's approval shall be deemed to mean in their sole discretion except to the extent expressly set forth otherwise in the corporate documents or by law.
54. These House Rules may be added to, amended, or repealed at any time by resolution of the Board of Directors.
55. Any remedy specified in these House Rules (including without limitation the right to impose fines in connection with certain violations) shall not be construed to limit the full extent of the rights afforded to the Board under the corporate documents or by law (including without limitation the Board's rights to impose fines in connection with other violations), regardless whether expressly specified herein or otherwise, it being understood that the Board's rights or remedies in these House Rules are cumulative to and are not exclusive of the Board's rights or remedies set forth in the corporate documents or otherwise afforded to the Board by law.
56. **After an initial warning, violations of all rules will be subject to the imposition of a fine.**

First notification	Written warning only
Second Violation	\$100 fine
Third Violation	\$200 fine & Legal Action
Unauthorized Renovation	\$1,000 fine

All continued unresolved fines will be subject to Board review for further action.

57. If any term or condition of these House Rules and/or the application thereof to any party, entity, and/or circumstance shall to any extent be declared invalid or unenforceable, whether due to a conflict with another corporate document or otherwise by law or court decision, neither the remainder of the other terms and conditions nor the application of such term and/or condition to any other party, any other entity, or any other circumstance shall be affected thereby but rather shall remain valid and enforceable to the fullest extent permitted by law.

Holidays

New Year's Day

Presidents Day

Martin Luther King Day

Good Friday

Memorial Day

Fourth of July

Labor Day

Yom Kippur

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day