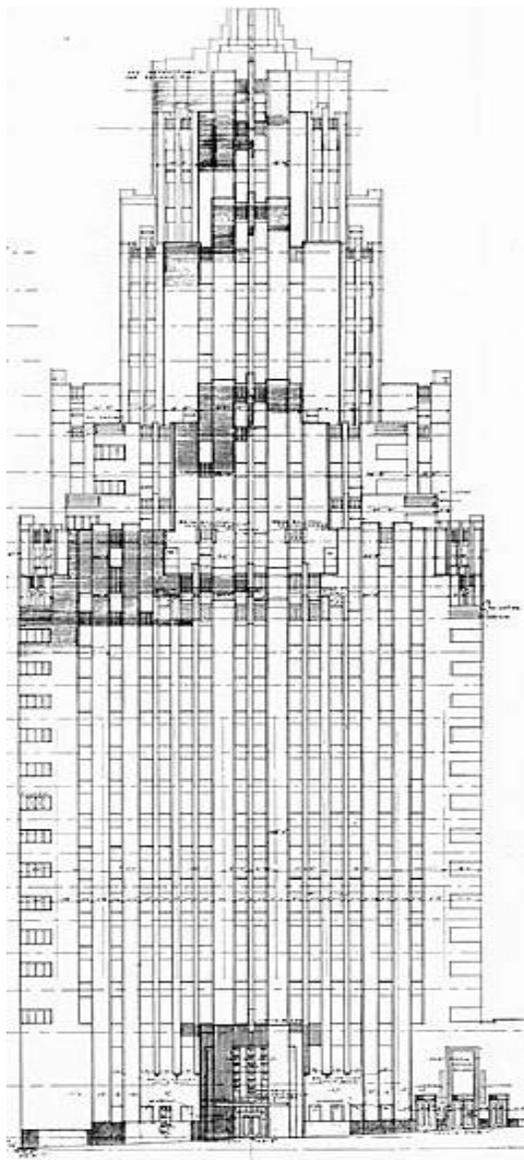




The Master Apartments

# Building Handbook



*Please visit [masterapts.com](http://masterapts.com) to obtain this guide, forms & other useful information for Residents of 310 Riverside Drive New York, NY 10025*

# BUILDING HANDBOOK

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## **I. INTRODUCTION**

Living in a cooperative apartment building requires cooperation. The basic obligation of every Resident is not to interfere unreasonably with the rights of others to quiet enjoyment of their apartments. This includes, but is not limited to noise, odors, and physical damage. It is not simply a matter of being considerate; it is a legal and contractual obligation of all Shareholders, who in turn must require that their Subtenants, Visitors and Guests comply with all policies and guidelines. It is to everyone's benefit to foster a cooperative and comfortable environment. To that end, please be reasonable, flexible and responsible. A little courtesy and common sense go a long way.

The other important aspect of cooperative living is involvement. A cooperative apartment building is a representative democracy, but for a specific interest to be represented, it must be communicated. Please discuss concerns or ideas with neighbors and bring them to the attention of Management or the Board.

This Building Handbook has been prepared by the Board to summarize and highlight the key responsibilities of those living at Master Apartments as recorded in the governing documents and other official policies, procedures and guidelines. It is not a replacement for any of the governing documents and official policies, procedures and guidelines. In the event of any conflict, the documents and/or policy, procedure or guideline controls. The governing documents, policies, procedures and guidelines in their entirety can be viewed online at [masterapts.com](http://masterapts.com).

## **II. EMERGENCY PROTOCOL & CONTACTS**

**In the event of an emergency (fire, flood, or medical) call 911 immediately**, describe the emergency & request assistance, and then alert the Front Desk via intercom or calling 212.864.1700. The Front Desk is staffed 24 hours a day, 7 days a week, including holidays. Fire extinguishers are located on every floor in each stairwell to use when safe to use.

**If you see or hear flooding water, call the Front Desk immediately.** Our staff is trained to implement emergency protocols, including shutting off water pumps to minimize flooding.

The Front Desk has an Emergency Procedures Contact List containing the contact numbers of the following individuals:

Superintendent:	Enes Radoncic
Handyman:	Moises Fuentes
Account Manager:	Donald Skupinsky
Orsid Realty Corp:	24 hour Emergency #: 212-903-4506

In addition, the Front Desk has contact information for four other neighborhood superintendents in the event none of the above is unavailable.

### **III. KEY BUILDING CONTACTS**

#### **Managing Agent**

Orsid Realty Corp.  
310 Riverside Drive  
New York, NY 10025

*Central Office:*  
1740 Broadway, 2<sup>nd</sup> Floor  
New York, NY 10019

Building Manager  
Assistant Building Manager  
Bookkeeper

Donald Skupinsky [dskupinsky@orsidr.com](mailto:dskupinsky@orsidr.com)  
Grazyna Cyprys [gcyprys@orsidr.com](mailto:gcyprys@orsidr.com)  
Fatime Lleshaj 212.484.3723

Office/Concierge Desk: 212-864-1700  
Fax number: 212-866-8709  
24 Hour Emergency: 212-903-4506

#### **Building Personnel**

Superintendent	Enes Radoncic
Handyman	Moises Fuentes
Head Concierge	Dawn Bent
Concierges	Carroll MacAdam, Gary St. Surin, Marjorie Surin
Head Porter	Joseph Gusman
Porters	Jean Abraham, Junior King, Drago Lukacevic, Stephan St. Surin

#### **Board of Directors**

[mastersboard@masterapts.com](mailto:mastersboard@masterapts.com)

A current list of Board Directors and Officers, with apartment numbers and email addresses, is posted on the Board/Management Bulletin Board.

#### **Web Site**

[masterapts.com](http://masterapts.com)

## IV. GOVERNING DOCUMENTS

### A. PROPRIETARY LEASE AND AMENDMENTS

Shareholders have all executed a Proprietary Lease (PL), as amended, as a part of closing documents. Like any lease, the PL details the mutual rights and responsibilities of the Co-op and its Shareholders. The PL, as amended, is the governing document; this Building Handbook merely summarizes it and highlights its key terms, and references other key documents, policies and procedures.

### B. BY-LAWS

The By-Laws, also provided upon purchase of an apartment, detail the procedures for operation and management of the Co-op:

1. Meetings of Shareholders
2. Directors
3. Officers
4. Proprietary Lease
5. Capital Shares
6. Amendments
7. Supremacy of the Offering Plan and Proprietary Lease, if they conflict with the By-Laws

### C. HOUSE RULES (Proprietary Lease (PL) § 13; By-Laws, Article III, § 8)

Updated August 2016

*House Rules have the same force and effect as if set forth in the Proprietary Lease (PL); a violation therefore is a default under the PL. They apply to all Shareholders and their guests, invitees, and subtenants or any other person in the building at a Shareholder's request or direction. House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors and notice to Shareholders.*

Living in a cooperative apartment building requires cooperation. The basic obligation of every Resident is not to interfere unreasonably with the rights of others to quiet enjoyment of their apartments. This includes, but is not limited to noise, odors, and physical damage. It is not simply a matter of being considerate; it is a legal and contractual obligation of all Shareholders. It is to everyone's benefit to foster a cooperative and comfortable environment. To that end, please be reasonable, responsible, and flexible. A little courtesy and common sense go a long way.

1. All requests, suggestions, and complaints regarding the services of the building are to be made in writing to Management and/or building staff as directed.

2. Management or any contractor or workman authorized by Management—may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whatever measures are necessary or desirable to control or exterminate any vermin, insects or other pests, and for the purpose of taking such measures. If the Management takes measures to control or exterminate vermin, insects or other pests beyond the regularly-scheduled exterminator visits, the cost thereof shall be payable by the Shareholder as additional Maintenance. Management will make a concerted effort to notify the shareholder or resident of the need to enter the apartment well in advance.
3. Shareholders are required to purchase and maintain homeowner's insurance with a minimum of \$300,000 liability coverage with Master Apts., Inc. and Orsid Realty Corp. named as additional interests. Refer to Building Handbook (Section IV. C. Insurance) for additional considerations in determining coverage needed for repair and/or replacement of items for which the Shareholder is responsible.
4. Residents shall not make or permit any disturbing noises in the building or do or permit any activities that might interfere with the rights, comfort or convenience of other Residents. However, pursuant to case law applicable to New York City, residents may make reasonable noise – for example, sing, play a musical instrument, listen to music, or watch television or movies – between the hours of 8 a.m. and 11 p.m. Residents engaging in these activities are asked to be mindful of volume after 9 p.m. and be responsive to complaints from neighbors and adjust the volume accordingly. Residents bothered by noises deemed reasonable should take reasonable measures to minimize impact, such as soundproofing or using earplugs. See Procedure regarding Resident Issues Between and Among Neighbors, Appendix A, and posted at [masterapts.com](http://masterapts.com).

Specific guidelines on playing musical instruments and/or practicing voice/singing are delineated in the Musical Instrument and Voice Policy, Appendix B. and posted at [masterapts.com](http://masterapts.com).

5. Construction or repair work or installations involving noise may be conducted in an apartment only on weekdays (not including legal holidays and major religious holidays) and only between the hours of 9 a.m. and 5 p.m.
6. At least 80% of the floor area of each room must be covered with rugs or carpeting or equally effective noise-reducing material unless expressly exempted by Management. If carpeting alone is ineffective, Management is authorized to require that the Resident take additional reasonable measures to mitigate noise. Kitchens, pantries, bathrooms, closets, and foyers are exempt from this rule.
7. Smoking is ***prohibited by law*** in all public areas of the building and outside the building within 20 feet of any public ingress/egress door. Smoking is also prohibited in all staff rooms in the basement.

Smoking is ***permitted*** only in individual apartments occupied by Shareholders ***provided*** the Shareholder is able to successfully control smoke and smoke odors from entering the hallway and other apartments via the ventilation and radiator systems. Guests may only smoke if the Shareholder is present in the apartment. All subleases must contain a "No Smoking" provision. Subtenants, their visitors or guests are not permitted to smoke

in the sublet apartment. It is also the responsibility of any Shareholder who permits smoking of visitors or guests to minimize the damage to any complainant(s) regarding smoke odors.

Requirements regarding measures to be taken and penalties for failure to comply with this rule are detailed in the Expanded House Rule regarding Smoking, Appendix C, and Charges, Fees and Penalties online at [masterapts.com](http://masterapts.com).

8. Toilets, sinks, tubs and other plumbing fixtures in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, coffee grounds, cat litter, acid, alkaline, caustic or other corrosive cleaners or materials be disposed of therein. Any damage resulting from misuse of any such fixtures shall be paid for by the Shareholder in whose apartment it has been caused. The installation of Washers and Dryers must be approved by Management and installed in accordance with the Washer/Dryer Guidelines, Appendix D and posted online at [masterapts.com](http://masterapts.com).
9. The public halls and stairways of the building shall not be obstructed or used for any purpose other than entry and exit from apartments. Doors that open onto the public hallway, including front doors to apartments and stairwells are not to be prevented from closing and should be kept closed other than when entering or exiting.
10. Children shall not play in the public halls, stairways, elevators, roof or lobbies, even if accompanied by a responsible adult.
11. Baby carriages, bicycles, scooters and other similar vehicles are never permitted to stand in the public halls, passageways, stairs, lobbies, or passenger elevators. If a person with a bicycle enters an elevator already occupied, he/she must receive permission from the occupant(s) to bring in the bicycle or take the service elevator.
12. Shareholders are to register all pets with Management, who may revoke such permission at any time, with the exception of service animals. See Pet Policy, Appendix E and online at [masterapts.com](http://masterapts.com).
13. Pets are permitted in elevators or other public areas of the building only when carried or on a leash. If a person with a pet wishes to enter an elevator already occupied, s/he must receive permission from the occupant(s) to enter or take the service elevator. Residents with large dogs should always use the service elevator.
14. Public halls above the ground floor of the building may not be decorated or furnished by any Resident in any manner without the prior consent of all of the Residents who use such hall as a means of ingress and egress. Management, with input from the Board, will make the final determination if there is disagreement.
15. Residents must wrap garbage in sealed plastic bags and dispose with refuse and recycling from their apartments only in the appropriate bins in the garbage closets on each floor.
16. All installations on terraces or balconies are subject to Management approval. Plantings are to be p in containers lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, and at least four inches from

- any wall. Suitable weep holes shall be provided in the containers to draw off water. It shall be the responsibility of Residents to maintain their planters in good condition, and the drainage tiles and weep holes in operating condition. Further requirements are detailed in the Terrace Guidelines, Appendix F, and online at [masterapts.com](http://masterapts.com).
17. Articles shall not be hung or shaken from windows or terraces, or placed upon the exterior windowsills or parapets of the building.
  18. Window air-conditioning units shall be installed or removed only in compliance with the Co-op Window Air Conditioner Installation Guidelines. See Appendix G, and also posted online at [masterapts.com](http://masterapts.com).
  19. Awnings shall be used in or about the building only as expressly approved by the Board or Management, and nothing else (other than window air-conditioning units; see House Rule 17, above) may be projected out of any window of the building without similar approval. Note that the installation of any awning requires review and approval by the NYC Landmarks Preservation Commission.
  20. Signs, notices, advertisements or illuminations shall not be inserted or exposed on or at any window or other part of the building, except as shall have been approved of in writing by the Board or Management.
  21. Radio or television aerials or antennae or satellite dishes shall not be attached to or hung from the exterior of the building without the prior written approval of the Board or Management.
  22. Pigeons or other birds or animals shall not be fed from the windowsills, terraces, balconies or any public portions of the building, or on the sidewalk or street adjacent to the building.
  23. The Solarium located on the 26<sup>th</sup> floor of the Building may be used only for purposes consistent with its designation as a Solarium. In no event may the Solarium be used for the storage of personal items which are not furnishings needed for the enjoyment of the Solarium for its intended purpose and approved by the Board.
  24. Messengers, delivery people and other workers shall use such entrances and exits as designated by the Board or Management.
  25. Packages of any kind are to be delivered only to the Concierge Desk. When appropriate, the Concierge or Management may direct any delivery person to the service entrance of the building and through the service elevator to the apartments.
  26. Trunks, heavy baggage and furniture shall be taken in or out of the building only through the service entrance, unless expressly permitted by Management. See Move-in, Move-out Guidelines, Appendix H, and posted online at [masterapts.com](http://masterapts.com).
  27. The street elevator shall be operated only by employees of the Co-op since it is not automatic and not intended for operation by any passenger. Interference with operation of the elevator by any passenger is forbidden.

28. Resident are not permitted to send any employee of the Co-op out of the building on any private business.
29. Group tours, exhibitions of any apartment or its contents, or auction sales held in any apartment shall be conducted only with the consent of Management.
30. Patients or clients of any commercial tenant who has an office in the building and/or clients of any Resident who conducts a Board-approved professional business activity in the building are permitted to wait in the lobby for brief periods of time. They are not permitted to wait in the hallways of the residential floors.
31. Vehicles belonging to Residents or to a Resident's family, guests, or employees are not permitted to be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.
32. Flammable or hazardous chemicals, including moth balls (naphthalene) shall not be permitted in any building rental storage locker.

Appendices, see page 18

- A. Guidelines for Resolving Issues between Neighbors
- B. Musical Instrument and Voice Policy
- C. Smoking Guidelines
- D. Washer Dryer Guidelines
- E. Dog Policy
- F. Terrace Guidelines
- G. Window Air Conditioner Guidelines
- H. Move-in Move-out Guidelines

## V. BUILDING INFORMATION

### A. COMMUNICATION

Meetings: The Annual Shareholders Meeting is generally held the third week in September, and there is always formal advance notice. Each year at the meeting the Board of Directors of the Co-op is elected and other important business of the Co-op is conducted. The Board values the sense of community and congeniality at the Master Apartments and strives to be responsive to Shareholder concerns and interests. The Board also holds informational meetings with Shareholders at other times during the year. By-Laws, Article II, §§ 1, 2.

Website: The Board maintains a website for all Residents at [masterapts.com](http://masterapts.com) with information about the building and the community, including key documents such as this Building Handbook, house rules, move in/move out rules, sales, sublet and refinancing applications, alteration and decorating applications, house/pet-sitting, smoking, sublet and guest policies, air conditioner and washer/dryer installation guidelines, terrace guidelines, renovation packages and other pertinent information about life at the Master Apartments. Residents are encouraged to submit photos, articles, neighborhood news, etc., to the Web Editor for possible posting on the website.

Notices: Management distributes notices on behalf of the Board from time to time via first class mail, email and door drop. These and other notices are also posted as appropriate on the mailroom and laundry room bulletin boards as well as by the elevator banks on each floor. Residents are encouraged to contribute notices of interest to the community by posting them on the bulletin boards located in the mailroom and the laundry room. Anonymous postings will be removed.

### B. SECURITY

We have a secure building in a safe neighborhood, and we make every effort to ensure the continued security and comfort of Residents. The building provides 24-hour Concierge services and maintains and monitors security cameras on Riverside Drive and the 103<sup>rd</sup> Street entrances, in elevators, and basement common areas. If requested by authorities, a copy of the recording will be provided.

The Concierge will call Residents via the intercom system to announce visitors. Except for emergencies, no one is allowed into an apartment unless the Resident is home or has notified the Concierge or Management in advance of permission to enter the apartment in their absence.

If a Resident would like to leave a key with the Concierge to facilitate access by individuals such as guests, contractors, repairman, housecleaner, pet sitters, please complete an Authorization for Apartment Entry Form at the Front Desk and leave keys there. All Guests (see VI.H Family Members, Guests & Unaccompanied Guests, page 14) must be registered in the Guest Book at the Front Desk. Staff will remove a key from KeyTrak only in emergencies or at the request of Residents who may have been locked out of their units.

### C. EMERGENCY ACCESS (PL, § 25)

Pursuant to the Proprietary Lease and the NYS Multiple Dwelling Law, all Residents must provide the Co-op with apartment keys. Building personnel must have access to all apartment and up-to-date personal contact information in case of emergencies such as accidents, health emergencies, fires or leaks. A Resident Information Form is completed as part of the sales or sublet application. The Form

must be updated annually or at any time there is a change in contact information or the composition of a household (for example, spouse, domestic partner, new infant or child).

Shareholders are required to provide the Front Desk with a current set of keys for emergency access and up-to-date emergency contact information. Every effort will be made to contact Residents in the event of an emergency before Staff enters an apartment. If building personnel must forcibly enter an apartment, the Resident will be informed by Management who entered and why, and will be responsible for damages to the entry door and/or lock(s).

***D. PEACE AND QUIET (PL §§ 10, 18(b))***

Pursuant to the Proprietary Lease and New York State case law, every Lessee is entitled to peace and quiet, balanced by acceptance of reasonable noise to be expected in a densely-populated living environment during the hours of 8 am and 11 pm. Reasonable noise specifically includes listening to radio, television or stereo in an apartment at reasonable levels. Refer to the Musical Instrument and Voice Policy, House Rules, Appendix B., for specific guidelines regarding playing of a musical instrument and/or singing/practicing voice.

Special attention must be paid to the fact that some flooring materials in the building can amplify the sound of people walking in hard-soled shoes or boots, dropping objects on the floor, moving furniture, pushing chairs and slamming closet doors. For this reason, the Proprietary Lease states that 80% of the floor area of each room must be covered (excluding the kitchen, bathroom and closets). The Co-op allows non-carpeted floors, but if a neighbor complains of excessive noise, the Board may enforce the 80% rule.

For noise from construction or repair work, see VI.J Decorations/Renovations/Alterations, page 16. Residents may perform work in their apartment only between the hours of 9 am and 5 pm weekdays which are not Holidays.

In the event of a concern regarding noise or odors, please first attempt to resolve the issue with the neighbor (see Resolving Issues between Neighbors at [masterapts.com](http://masterapts.com), and Appendix A of the House Rules, in this Handbook.) If not successful, register a complaint with the Front Desk, so the Concierge can investigate, first by contacting the Resident thought to be responsible. If there is no resolution, please email Management. As a matter of routine policy, Management will speak with the Residents involved, and may schedule an inspection, enforce the 80% rule for floor covering or require soundproofing, suggest amelioration by the complainant, such as ear plugs, or other appropriate strategies. If the problem persists, the Board may become involved, meeting with Residents, recommending mediation between the parties, or reporting the matter to the appropriate NYC authorities. In extreme cases, the Board is authorized to terminate the responsible Shareholder's Proprietary Lease on the basis of objectionable conduct.

***E. Management of Deliveries to the Front Desk***

All deliveries (packages, dry-cleaning, hand deliveries, etc.) are logged into the digital package tracking system. All items logged in are displayed by apartment number on the digital package tracking monitor and/or an email alert is sent if the resident's email address is on file. Residents may opt for email alerts on their purchase application, sublet application or by providing their email address to the Front Desk at any time. Given the volume of packages due to online ordering, Residents are to retrieve all deliveries promptly given the high volume of deliveries (see Package Notification Retrieval procedure for details.)

## **F. LAUNDRY ROOM**

Laundry facilities for personal use are located in the basement. The laundry room is open for use by Residents 24 hours a day, 7 days a week. The Co-op leases the room, which is maintained by a service contractor. Problems may be reported to the Front Desk. For money lost in any washer or dryer, call the vendor for a refund. The telephone number is posted in the laundry room. On-going difficulties should be brought to the attention of the Front Desk and Management.

## **G. STORAGE LOCKERS**

Storage lockers are rented to Residents on a first-come, first-served basis for a monthly fee determined on a cubic foot basis. See Charges and Fees, [masterapts.com](http://masterapts.com). Please contact Management to rent a storage locker or, if none is available, to be put on a waiting list. Storage lockers vacated by an outgoing Shareholder are made available to those on the waiting list first; lockers cannot be assigned to anyone by the out-going Resident. When Residents move out of the building, they must vacate the storage locker and pay storage fees in full.

Keys to the various storage rooms are available at the Front Desk. For obvious reasons, flammable and/or combustible materials and other toxic substances including in naphthalene (aka mothballs/mothball flakes) may not be placed in storage lockers.

Items on top of lockers or on the floor will be removed by Staff and/or Management. Use of storage lockers is at the Resident's risk. The Board recommends storing items in airtight and waterproof containers and not keeping valuables in the locker. See Storage Locker Rental Agreement, online at [masterapts.com](http://masterapts.com).

## **H. BICYCLE ROOM**

Racks in the basement bicycle room are rented to Residents on a first-come first-served basis. Please contact Management to be assigned a slot or, if no slot is available, to be placed on a waiting list. Each bicycle will receive a brass tag with its slot number imprinted on it. The tag will be attached by an "S" hook beneath the seat or other obvious location. This tag will be removed by the Superintendent when the bike room is vacated.

Please dispose of unwanted or unused bicycles to free up space for other Residents. Unauthorized bicycles, abandoned bicycles, or bicycles not in their assigned spaces will be removed after appropriate investigation and donated to Recycle-a-Bicycle. See Bicycle Room Agreement, and Charges, Fees and Penalties, both on line at [masterapts.com](http://masterapts.com). Note: the Co-op assumes no responsibility for bicycles placed in the basement bicycle racks.

## **I. RIVERSIDE LOBBY RENTAL**

Any Resident may rent the Riverside Lobby for an event which ends by 10 pm on weekdays and 11 pm on weekends. Required are a security deposit and proof of a current insurance policy with at least \$300,000 liability coverage naming Master Apts., Inc., as an additional insured and Orsid Realty as an additional interest. See Riverside Lobby Rental Agreement and Charges and Fees online at [masterapts.com](http://masterapts.com). Upon request, the Board will consider altering the end time of events.

## **VI. PROCEDURES & POLICIES**

### **A. MAINTENANCE** (PL §§ 1, 12, 28)

Maintenance payments must be received by the 10<sup>th</sup> of the month. Payments received after the 10<sup>th</sup> are subject to a 10% late fee based on unpaid arrears (includes maintenance, surcharges, assessments and electric but excludes prior late fees, legal, professional fees and repairs for which shareholder is responsible). Payments not received in full by the next due date will prompt a written reminder from Management. Payments not received in full within 90 days are referred to the Co-op's attorney for further action, pursuant to the terms of the Proprietary Lease. Co-op legal fees in pursuit of collections will be charged to the Shareholder on the monthly invoice as Maintenance.

### **B. PROPERTY TAX REDUCTIONS**

Shareholders may be entitled to a Property Tax Rebate, for example, the Cooperative and Condominium Abatement, School Tax Relief (STAR), Senior Citizen Homeowner's Exemption (SCHE), Veteran's Exemption. Applications are available at [nyc.gov/finance](http://nyc.gov/finance).

### **C. INSURANCE** (PL §§ 11, 29)

All Shareholders must maintain homeowner's insurance with at least \$300,000 of liability insurance naming Master Apts., Inc., and Orsid Realty Corp. as additional interests on their policies. Such insurance is a Co-op requirement for ownership, subletting and renovations as well as a requirement of most lenders.

In accordance with the Proprietary Lease, the Co-op is not responsible for any damage to personal property and/or improvements made by a current or previous Shareholder, even if the damage was caused by a building component or system. In addition, incidental damage to the building or adjoining apartments as a result of Shareholder or Shareholder contractor's negligence may result in a claim by the Co-op, the Co-op's insurance carrier or a neighbor affected by said negligence.

### **D. REPAIR PROTOCOL/CO-OP RESPONSIBILITIES** (PL §§ 2, 4, 18)

If a repair appears **urgent**, contact the Front Desk by telephone or in person immediately.

For **minor** repairs, complete a Work Order in the Work Order Book kept at the Front Desk and sign and date it. The Concierge is available for assistance. The Superintendent or Handyman will make every effort to complete the repair within a few days, depending on the nature and severity of the repair and the workload of the Superintendent and Handyman at the time of the request.

The Superintendent and Handyman can handle most minor repairs that are the responsibility of the Co-op, for example, replacing items such as switches and faucets where the Shareholder supplies the parts, adjusting doors, tightening plumbing connections, and fixing minor leaks. **Do not use caustic materials such as alkaline gels to unclog pipes. Request that the Building staff evaluate (See House Rule #8).**

Work that is a **Shareholder's responsibility** is done at Shareholder expense and can be performed by a private contractor or Staff during their off hours. The Co-op is not responsible for work performed by a private contractor or Staff during off hours. For such work, check with Management and the online

Minor Renovation Agreement to ensure compliance with Co-op requirements. It may be necessary to hire professional help – plumbers, electricians, etc.

When unclear about the nature and scope of repairs covered by the Co-op, please contact Management. If necessary, Management will contact the Board for decisions.

***E. SHAREHOLDER REPAIR RESPONSIBILITIES*** (PL §§ 7, 18)

Pursuant to the Proprietary Lease, possession of an apartment is in an “as is” condition. Therefore most conditions inside an apartment are the responsibility of the Shareholder. The items listed below are examples of conditions considered inside the walls of the Shareholder’s apartment and therefore the responsibility of the Shareholder. For specific questions, contact Management.

1. Painting and decorating.
2. Maintenance and replacement of all plumbing fixtures, including for sinks, tubs, faucets, toilets, flush-o-meters and attached shower bodies.
3. Repair or replacement of stoves, refrigerators, microwaves and any other appliances.
4. Repair of exposed steam and water pipes including hot and cold water, radiator shut off valves, air valves, check valves and any other exposed water or drainage pipes.
5. Repair or replacement of all lighting and electrical fixtures, including switches, receptacles, dimmers, circuit breakers, meters and electrical conduits and wiring from the junction box through the apartment.
6. Repair or replacement of all interior doors, doorknobs, saddles, latches, hinges and locks. The Co-op is responsible only for the entry door and its bottom lock.
7. If the Co-op opens walls, ceilings and/or floors due to flood or other required building repairs, the Co-op will repair the damaged walls, ceilings and floors to the original condition of the building. The Co-op will repair walls and ceilings to primer only; Shareholder is responsible for final coat(s) of paint or other wall or ceiling finish. The Co-op is not responsible for Shareholder installed flooring, special tiling, wall coverings, cabinetry or other alterations.
8. Repair and maintenance of terraces. Shareholders are required to keep terraces clear of debris, leaves, weeds growing between tiles, and snow and to keep the drain clean and fully functional. Report cracked tiles to Management.

***F. SALES***

The Sales procedures ensure the financial stability and integrity of the Co-op:

1. All prospective purchasers must file and execute an “Application to Purchase Cooperative Stock” prior to transfer, which may be obtained from the Front Desk, Management or online at [masterapts.com](http://masterapts.com). The Application includes an executed “Contract of Sale” as well as extensive background and financial information and processing fees. Please submit the required materials and fees in a timely fashion,

because only completed Applications will be reviewed by the Board. Brokers can assist in the preparation of the Application package.

2. A minimum of 20% down payment is required.
3. The Board must approve all aspects of a sale, including sale price.
4. Management will forward a completed Sale Application package to each Board member. Board members endeavor to schedule an interview with the prospective purchaser(s) within 30 days of receipt of the package.
5. No one will be permitted to move in until after the closing has taken place.
6. Currently a transfer fee (aka flip tax) is the lower of 5% of the gross selling price of the shares being transferred or 10% of the net profit or \$10 per share if the net is a loss. Reasonable attorney fees and brokerage commissions can be deducted from the sale price to calculate net profit. Prior or current owner alterations are not considered in the calculation of net profit. See Charges and Fees online at [masterapts.com](http://masterapts.com).

**G. SUBLETS** (PL §§ 15 and 32(b); Amendment 22)

Master Apartments is a Residential Co-op Apartment and the Board, and, as a matter of policy, considers it essential to maintain its status as primarily an owner-occupied building. Therefore, please note:

1. The Board of Directors must approve all sublets and sublet renewals in **advance of beginning the process to find a tenant**. A Request to Sublet application must be completed and approved prior to marketing the apartment to be sublet.
2. All Shareholders are required to establish primary residency in the building by occupying their apartment for 1 year before being allowed to sublet.
3. Shareholders whose apartments are their current primary residence for at least a year may then sublet 4 years out of 6 years, counting the year first sublet year as Year 1 and moving forward 6 years. Each year the 6-year window moves forward, and no more than 4 sublets are allowed in any 6-year window. Therefore Shareholders cannot accumulate sublet years to “spend” later.
4. Shareholders whose apartments are not their primary residences are not permitted to sublet.
5. Each sublet must be for a 1-year term. If a Shareholder is permitted to sublease an apartment for less than 1 year, or a subtenant leaves before a 1-year term ends, the Shareholder does not “bank” extra months. These months are forfeited.
6. At least 30 days prior to the start of the anticipated sublease start date, submit a complete Sublet Application with fees and documentation to Management. The Application may be obtained at the Front Desk, from Management, or online at [masterapts.com](http://masterapts.com).

7. All Sublet Applications must include the current Certificates of Insurance for both homeowner's and renter's insurance, as appropriate, with \$300,000 liability coverage from Shareholder and the prospective Subtenant, naming The Master Apts., Inc. and Orsid Realty Corp. as additional interests.
8. The Board will review completed Applications and schedule an interview with prospective Subtenants. The Board generally holds interviews on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesdays of the month.
9. Subtenants are allowed overnight guests **only** if the subtenant is also in the residence at the same time.
10. Subtenants are not allowed to sublet the apartment.
11. Subtenants are not allowed to have a pet other than a service animal.
12. Subtenants and their Guests are not allowed to smoke in the apartment.
13. Shareholders are responsible for a Subtenant's compliance with the House Rules and for any damages caused by their Subtenants including but not limited to legal costs.
14. Subtenants must agree, in writing, to be governed by the House Rules and all of the other relevant provisions of the Proprietary Lease, and other policies and guidelines applicable to Shareholders.
15. If the Board learns of an unauthorized sublet, the Shareholder may be found in default of the Proprietary Lease and liable for Co-op legal fees. In addition, Shareholders with unauthorized sublets will be charged a monthly fee on the Maintenance invoice. See Charges and Fees, [masterapts.com](http://masterapts.com).
16. If the Shareholder defaults in the payment of Maintenance, the Board may require the subtenant to pay his/her rent directly to the Co-op.

**H. FAMILY MEMBERS, GUESTS, & UNACCOMPANIED GUESTS** (PL § 31(c))

1. **Family Members** are the Shareholder's children, stepchildren, grandchildren, siblings, parents and grandparents, as well as a resident's significant other, partner or roommate who have been identified to Management on the Resident Information Form (available from the Front Desk, Management or online at [masterapts.com](http://masterapts.com)). Family Members may stay in the Shareholder's apartment with or without the Shareholder's presence. This provision applies to all Shareholders.
2. A **Guest** is an individual who stays overnight in an apartment when the Shareholder or Subtenant is also present.
3. An **Unaccompanied Guest** is an individual whom the Shareholder knows personally and requests that he/she be permitted to stay in the apartment – at no charge and for no longer than 1 month – when the Shareholder is not in residence. Unaccompanied Guests must be registered with and approved by Management in advance. Shareholders whose

apartments are not their primary residences and Subtenants are not permitted to have Unaccompanied Guests.

4. For security purposes, Unaccompanied Guests must provide photo identification.
5. Shareholders are permitted to have Unaccompanied Guests 4 times per year, for non-contiguous 1-month terms.
6. The Concierge will not accept keys from Shareholders or give keys to any Unaccompanied Guests except by pre-arrangement with Management.
7. Unaccompanied Guests are not permitted to smoke in the apartment.
8. Unaccompanied Guests are not permitted to have pets in the building, other than a service animal.
9. The Concierge will not accept keys from Shareholders or give keys to any Unaccompanied Guests except by pre-arrangement with Management.
10. Shareholders are responsible for compliance with the House Rules on the part of their Visitors, Family Members, Guests and Unaccompanied Guests.
11. Shareholders are responsible for any damages caused by their Family Members, Visitors, Guests and Unaccompanied Guests, including but not limited to legal costs.

#### **I. MOVING IN/MOVING OUT**

The procedure for moving in or out of the building is as follows:

1. Moving in or out of the building may take place only between 9 am and 4 pm Monday through Friday. Moving on legal and religious holidays or weekends is not allowed. Movers must be out of the building by 3 pm the day before a holiday.
2. Notify Management in writing one week in advance of the time and date of a planned move. Management must confirm the moving date in advance in writing.
3. Provide Management with a Certificate of Insurance, naming Resident(s) as the certificate holder with Master Apts., Inc., and Orsid Realty Corp. as additional interests.
4. Residents are required to pay to Master Apts., Inc., a non-refundable move-in or move-out fee. See Charges and Fees, [masterapts.com](http://masterapts.com).
5. Provide Management with a check for a security deposit. The check is not deposited and will be returned after it is determined the move did not result in damages to the building. See Charges and Fees at [masterapts.com](http://masterapts.com).
6. Prior to moving, Residents must make sure that movers take steps to protect the building's floors, walls and elevators and that the protective pads are installed in the freight elevator.

7. All moves are to be done via the freight elevators unless a building employee or Management determine otherwise.
8. Residents are required to pay to Master Apts., Inc., a non-refundable move-in or move-out fee. See Charges and Fees, [masterapts.com](http://masterapts.com).

**J. DECORATIONS/RENOVATIONS/ALTERATIONS (PL, § 21)**

See VI.C Insurance, page 11.

To ensure that renovations and alterations are safely designed and conducted and to protect the physical integrity of the building and the safety and wellbeing of everyone involved, all work must be in accordance with City, State and Federal regulations and must be approved in advance by the Board. The relevant documents, the [Alteration Checklist and Agreement](#), including Design and Construction Standards, and [Minor Renovation Agreement](#) are available online at [masterapts.com](http://masterapts.com). The general guidelines are:

1. No work may begin without written authorization by the Board and/or Managing Agent.  
*At least 60 days prior to the anticipated start date of a renovation/alteration, submit a complete Alteration Application and required fees and other documentation to Management for Board review and approval.*
2. Consult Management directly to ascertain whether or not an Application is complex enough to require review by the Co-op's architect.
3. Pay particular attention to scale drawings, insurance certificates and other building requirements. The Board may request additional information.
4. The Shareholder must provide current licenses and liability and workers compensation insurance for general contractors, plumbers and electricians with the Application.
5. Inspection visits may be required before, during and after the work to ensure compliance with plans. Should the Co-op require services of a professional engineer or architect, the Shareholder will be billed for any fees incurred.
6. No work may occur on legal or major religious holidays, weekends, or between the hours of 5 pm and 9 am. Before work begins, Shareholders must post a notice by the elevator on their floor and on the floors immediately above and below to inform neighbors when work will commence and the approximate end date and then remove the notice when work is finished.
7. All contractors must use the freight elevator unless otherwise directed by Staff.
8. Note that many people are highly sensitive to paint fumes and other volatile organic compounds so we strongly encourage, wherever possible, use of environmentally friendly products that will not cause undue distress.

## **K. REFINANCING**

To protect the financial integrity of the building, Board approval is required for refinancing, taking out a home equity line of credit or a reverse mortgage, or alteration of the current stock certificate and lease that would entail transfer of ownership to a trust or estate. There is a fee for refinancing. See Charges and Fees, [masterapts.com](http://masterapts.com), for up-to-date information.

1. At least 30 days prior to a refinancing closing, submit a completed Refinancing Application with documents and fee to Management for Board approval.
2. Reverse Mortgages cannot exceed 80% of the current appraised value.
3. Under certain circumstances, less documentation may be required (e.g., a lower monthly payment due to a straight re-finance of a fixed rate loan at a lower interest rate).
4. These documents are available from Management or at [masterapts.com](http://masterapts.com).
5. Provide proof of homeowner's insurance pursuant to House Rule #3. Also see section above VI.C. Insurance, page 11.)

## **L. RECYCLING**

Containers for disposing of recyclable products are located in the garbage rooms on each floor and in the basement. Please check the signs posted on the interior of the Refuse/Recycling Closet and dispose of recyclable items correctly.

In addition, in accordance with NY City law, electronics are no longer permitted to be recycled in the garbage. There is a container for electronics as well as batteries in the same corridor as the Tailor Room in the basement.

## **APPLICATIONS, AGREEMENTS, FORMS & POLICIES**

The following official Co-op documents are available online at [masterapts.com](http://masterapts.com) or from Management:

- House Rules
- Shareholder/Resident Information Form
- Authorization for Apartment Entry
- House Rule on Smoking
- Sales Application
- Sublet and Guest Policy
- Request to Sublet Form
- Sublet Application
- Unaccompanied Guest Reg. Form
- Package Notification Procedure
- Move In/Move Out Application
- Refinancing - Full Application
- Refinancing – Short Application
- Minor Renovation Agreement
- Alteration Checklist and Agreement
- AC Installation/Removal Guidelines
- Terrace Maintenance Guidelines
- Washer/Dryer Installation Guidelines
- Pet Policy
- Storage Locker Rental Agreement
- Bicycle Room Agreement
- Riverside Lobby Event Request Form

## Appendices

Appendix A.

### PROCESS FOR RESOLVING ISSUES BETWEEN AND AMONG NEIGHBORS

(Proprietary Lease Sections 18(b) & 31(f); Smoking Rule and Policy)

The Board is always concerned about the peaceful enjoyment and safety of every Resident, whether Shareholder, Subtenant, Visitor, or Guest who enters the building. One aspect of fostering peaceful enjoyment is that residents be tolerant of activities of neighbors. However, unusual or unreasonable problems of noise, smoke and/or other issues do arise between or among neighbors from time to time. The steps to take when these situations arise are:

1. First make an effort to communicate with your neighbor. There have been many instances when a matter can be resolved by letting a neighbor know that a sound from their apartment is transmitting to your apartment. They are most likely not aware that the sound or scent is traveling beyond their apartment. Typically residents will lower the volume or take other measures so that the activity no longer bothers their neighbors.

Initial contact with residents whom you do not know should be facilitated via the Front Desk (leave a note for the resident with your contact information.)

When issues cannot or are not resolved by direct communication, follow this procedure:

2. Provide the Front Desk with the following information:
  - Date and time of the problem, or date and time the problem started
  - Your name and apartment number
  - Nature of the problem
  - Source of problem, name and apartment number, if known
  - Actions already taken to resolve the problem directly

The Concierge will then enter the complaint into the Complaint Log and may Contact the Resident who may be responsible. The Concierge will also notify Management.

3. If the situation is not resolved, email Management. As a matter of routine policy, Management will contact you and the other Resident and attempt to resolve the issue(s). They may:
  - Schedule an inspection
  - Schedule a meeting of the residents involved.
  - Enforce the 80% rule for floor covering
  - Enforce requirement that a gasket be installed around the door
  - Enforce requirement purchase of an air purifier
  - Prescribe other appropriate strategies
  - Levy financial charges; see Charges, Fees, and Penalties [masterapts.com](http://masterapts.com).

Rev. 07.2015

**Master Apts., Inc.**  
**Musical Instruments and Voice Policy**

**Applicants for Purchase of an Apartment:**

- Should note that pianos and other percussion instruments are permitted only on the 3rd floor.
- Should note that authorization to play other instruments on the other residential floors will be determined on a case-by-case basis, taking into consideration the proposed soundproofing plan.
- Must disclose musical instruments and plans to play, practice voice, sing or rehearse in the apartment on the purchase application and submit a plan for soundproofing with the application which complies with the Soundproofing Requirements in **Appendix A**.

If the purchase application is approved:

- The Board's decision regarding whether or not the current musical instrument(s) will be permitted to be played in the apartment will be conveyed at the time of the approval.
- The new shareholder is required to submit written documentation, subject to verification by Management, prior to move-in, that the agreed-upon structural soundproofing plan has been implemented. Written documentation regarding non-structural elements of the soundproofing plan may be submitted prior to or soon after the move-in.
- New shareholders risk penalties if they have not disclosed that they plan to play an instrument, practice voice, sing or have not implemented the agreed-upon soundproofing plan. They will be required to install soundproofing or forego playing of an instrument or practicing voice in the apartment if they opt not to install soundproofing.

**Monitoring of and Response to Complaints**

If persistent complaints are filed by multiple units, or a single unit, which in the judgment of Management and the Board of Directors, constitute a breach of the warranty of "quiet enjoyment," the musician and/or vocalist will be required to:

- Meet with Management to develop a sound mitigation plan which augments current measures employed.
- File a copy of the plan with Management and implement the plan within 2 months.
- Hire a sound engineer to develop a more effective plan if complaints continue following implementation, the timetable for which will be determined by Management.
- Abide by the negotiated or designated hours of playing/singing if complaints regarding the hours of playing/singing are filed.

**Penalties**

Musicians/vocalists who do not comply with this policy will be subject to penalties. These penalties will be determined on a case-by-case basis and billed to the apartment owner's monthly maintenance statement. Apartment owners will be billed for penalties incurred for violations of the policy by tenants, including subtenants.

**Referral to Corporate Counsel**

Unwillingness on the part of a musician and/or vocalist to work toward addressing complaints will result in the co-operative referring the matter to corporate counsel. A formal nuisance complaint may be filed in addition to other measures, including termination of the Proprietary Lease. Apartment owners will be asked to terminate the lease or sublease of non-compliant tenants or subtenants and will be charged for the co-op attorney's legal services necessary to protect the rights of shareholders and other residents chronically bothered by the music.

**Master Apts., Inc.**  
**Musical Instruments and Voice Policy**

**Appendix A**

**Non-structural Measures Required to Absorb and/or Block Sound Transmission**  
**(Regardless of whether or not complaints are filed)**

Sound transmitted through walls:

Pianos are to be placed at least 6” from demising walls and acoustical foam backing placed behind upright pianos.

Sound transmitted through the floor:

If a new floor is not being installed, 80% of the living area is to be covered with rugs or carpeting as specified in the House Rules. In addition, padding must also be placed under the rugs or carpeting. The rugs, carpeting and padding must all have sound-absorbing properties.

- For pianos, caster cups and acoustical padding are to be used.

**Structural Soundproofing (sound-minimizing) Requirements**

Apply to:

- Musicians with “grandfathered in” instruments and/or those who practice voice/sing and/or offer lessons, if non-structural measures are insufficient to block sound as evidenced by persistent complaints filed by multiple units or a single unit, which in the judgment of Management and the Board of Directors constitute a breach of the warranty of “quiet enjoyment.”
- Current or new shareholders who plan to play Instruments, practice voice, offer music or voice lessons. The type of materials and degree of soundproofing must address the pitch, loudness and quality of the sound produced by the instrument(s)/or type of singing.
- Sound-blocking and sound-absorbing materials must be installed in the rooms where the musical instrument(s) will be played, voice will be practiced.
- All surfaces must be addressed: ceiling, all walls, and the floor.

Requirements for:

Ceiling:

Acoustical ceiling tile, acoustical plaster or other material of equivalent sound-absorption or sound-blocking capability must be installed.

Walls:

If soundproof walls are not already in place, soundproofing gypsum board, such as "Quietrock" (USG), Soundbreak XP (Acoustical Surfaces, Inc.) or other comparable soundproofing paneling shall be used.

Flooring:

If new flooring is being installed where the musical instrument(s) will be played, whether wood, tile, stone, or other applied finish, it must be installed over noise-dampening padding such as “Acoustik” high performance subflooring, by Acoustical Surfaces, Inc. (as per the co-op’s Design and Construction Standards.

**Resources**

[Master Apartments Alteration Checklist and Agreement](http://www.nyc.gov/html/dep/pdf/noise_code_guide.pdf)  
[http://www.nyc.gov/html/dep/pdf/noise\\_code\\_guide.pdf](http://www.nyc.gov/html/dep/pdf/noise_code_guide.pdf)

## **EXPANDED HOUSE RULE REGARDING SMOKING**

Smoking, defined as inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, or any form of lighted object or device that contains tobacco, is ***prohibited by law*** in all public areas of the building, as well as outside the building within 20 feet of any public ingress/egress door. Shareholders must reinforce this with all Subtenants and Guests/Unaccompanied Guests. In addition, smoking is prohibited in any of the staff rooms in the basement.

Penalties for smoking in public areas, and the amount of such penalties, will be determined by the Board of Directors on a case by case basis.

A Shareholder is ***permitted*** to smoke in his/her apartment and Guests may smoke only when he/she is physically present in the apartment ***provided*** he/she is able to successfully control smoke and smoke odors from entering the hallway and other apartments via the ventilation system. Failure to institute the required and additional measures (as needed) outlined below is considered a violation of the House Rules and the Proprietary Lease. Subtenants are not permitted to smoke in apartments and all subleases must contain a "No Smoking" provision.

### **Required Proactive Measures for all Shareholders who smoke in their apartments:**

All Shareholders who smoke in their apartments are required to install a gasket around their front doors. Building staff can install a gasket for a nominal fee (see Charges, Fees and Penalties at [www.masterapts.com](http://www.masterapts.com).) Shareholders may arrange for this via the Front Desk or may also hire an outside contractor to perform this work.

Shareholders who smoke must also purchase an air purifier. The Shareholder is responsible for presenting a copy of the receipt of purchase to Management if complaints are received.

### **Additional Measures:**

If a Shareholder installs a gasket and purchases an air purifier, however, smoke/smoke odors continue to escape from the apartment, the Shareholder will be required to purchase a window exhaust fan or air conditioner to be placed on exhaust setting, for use during seasonal weather.

If a Shareholder cannot adequately prevent the smoke/smoke odors from escaping his/her apartment, as determined by Management, the Shareholder and his/her guests will not be permitted to smoke in the apartment.

### **Penalties:**

A penalty of \$50/month will be charged if the shareholder does not:

- institute the required proactive measures
- institute the additional measures if requested by Management
- discontinue smoking in the apartment if the all of the above measures are ineffective and complaints continue to be lodged by other residents.

### **Complaint Procedure:**

Complaints about smoke migrating into a residential unit or a common area should be made promptly by notifying the Front Desk, and be as specific as possible, including the date, approximate time, location and source of migrating smoke if known.

Rev. 6.2015

## **WASHER AND DRYER INSTALLATION GUIDELINES**

*Because of the potential impact to other units and paragraphs 18c and 21a of the Proprietary Lease, all installations of washing machines and dryers to any unit must be approved by the Board, comply with NYC regulations and also meet the following requirements:*

### **WASHER REQUIREMENTS**

- High efficiency, “Energy Star” certified, low sudsing frontloading residential machines.
- Overflow protection that includes a metal pan with a leak sensor and automatic shutoff device is required.
- Hot and cold water supply lines fitted with check valves and vacuum breakers.
- 200 psi high temperature discharge washer hose with 200 psi brass or equivalent ends, which discharges into a NYC Code-complying waste box.
- Minimum 2-inch waste line and vented stack.
- Manual shut off valves installed in a location accessible when the washing machine is in place.
- Only high efficiency (HE) detergent is permitted.

### **DRYER REQUIREMENTS**

- Ventless condensing dryers are recommended.
- Air discharge from a vented dryer may go through a panel installed within a window opening.
- Under no circumstances shall a dryer vent discharge into a kitchen or bathroom vent.
- No venting through existing masonry walls without approval from the Landmark Preservation Commission, the Co-op architect, and the Board.
- Certification from licensed electrician that there is sufficient power in the panel for the dryer and that the total load in the unit will not exceed the capacity of the service.

5.2015

**PET POLICY**

1. There is a one dog limit per apartment.
2. There is a one-time registration fee for dogs of \$350, payable to Master Apts., Inc., to be submitted with a sales application to purchase an apartment or by Shareholders in residence at the time they acquire a dog.

The following information must be provided at the time of registration:

- breed and weight of the dog.
- proof of a Department of Agriculture license.
- proof of a Rabies Vaccination.

Subsequently, shareholders should list all pets on the Resident Information Form annually. This information is very helpful in the event of an emergency.

3. All pets must be carried or kept on a short leash in all public areas of the building, including the elevators and basement.
4. No pet is to be left unattended in any public area of the building at any time.
5. Any pet owner whose pet soils a public area of the building is responsible for cleaning that area immediately. If further cleaning is needed, the Concierge Desk is to be contacted immediately so that staff can be dispatched to clean the area as quickly as possible.
6. If any pet is the subject of repeated written complaints, Management or the Board may require the pet and/or the pet owner to enroll in an accepted, certified obedience training program. Proof of successful completion of the program must be provided to Management within 90 days. Failure to control a pet may result in further action by the Co-op attorney at the owner's expense.
7. It is the duty of owners of pets to resolve any and all reasonable complaints regarding their pet. In the event of a failure to resolve said problems, the Board of Directors may revoke authorization to keep a pet in residence.

Rev. 7.2015

## **TERRACE GUIDELINES**

*These Guidelines are authorized by paragraph 7 of the Proprietary Lease*

1. All installations are subject to Board approval.
2. Attachments to or placement of anything upon exterior walls, parapets, windowsills, copings or railings, including painting or decorating of parapets or exterior walls, are prohibited.
3. Gas grills are prohibited.
4. Built-in planting beds are prohibited; all plants must be in moveable containers.
5. No permanent structures are permitted.
6. Homeowner Insurance must cover terrace.
7. Shareholders with terraces are responsible for any damages that result from installations on or use of their terraces.
8. Individual residents are responsible for:
  - Keeping the terrace free of debris, leaves, soil, snow, ice and standing water at all times
  - Keeping all windows and doors free of obstruction or barriers
  - Repairing any damage caused by wind, windblown or fallen objects
  - Maintaining all installations in good condition
  - Removing on a timely basis any and all installations for repairs to façade or terrace.
9. Load Limit Requirement: aggregate weight of any one container, including its soil and plants, may not exceed 300 lbs. Must be moveable by two persons.
10. Container Requirements:
  - Lightweight and strong resin with stone veneers or fireproof wood, glass-crete, fiberglass, plastic, non-corroding 16 gauge (or less) metal
  - Legs and weep holes for efficient drainage
  - Weightless packing peanuts, a layer of high-density Styrofoam and/or filter cloth improve drainage
  - All containers must be at least 4” from drain or walls and 12” from air conditioners and must not block windows of neighboring apartments
11. Plant Requirements:
  - Flexible limbs that bend in the wind without breaking, e.g., birch, redbud, grasses
  - No pine trees or other trees or plants that produce needles or other small detritus
  - Plants exceeding the height of the parapet by 2 feet require Board approval.
12. Furniture Requirements:
  - Heavy enough to withstand wind conditions
  - Legs to allow for efficient drainage
13. For shareholders who opt for an automatic watering system, the Board recommends drip irrigation. Sprinklers are not permitted.

5.2014

## **WINDOW AIR CONDITIONER UNIT INSTALLATION GUIDELINES**

This reference for installation of an air conditioner (AC) unit can also be found online:  
[http://www.nyc.gov/html/dob/html/homeowners\\_and\\_tenants/window\\_ac\\_installation.shtml](http://www.nyc.gov/html/dob/html/homeowners_and_tenants/window_ac_installation.shtml)

### **BEFORE INSTALLATION**

- A. Calculate the size of room to be cooled so that you buy an AC unit with enough capacity.
- B. Obtain permission for installation from building management.
- C. Make sure that electrical service is adequate. AC units should have dedicated outlets.
- D. Ensure that the window and frame where the unit will be installed are in good condition.

### **INSTALLATION GUIDELINES**

- A. Every unit must be installed securely and supported either:
  - 1. from underneath by rust-proof support brackets that are strong enough for the size and weight of the AC unit and that transfer the weight of the AC unit from the window sash to the sill. If the AC unit does not include manufacturer-supplied support brackets, use a professional window AC unit installation kit, such as those manufactured by Friedrich, or properly-sized universal support brackets, such as those manufactured by A/C Safe or Thermwell. Brackets should rest on neoprene pads where they come into contact with the building masonry with no drilling into the façade masonry; or
  - 2. from the inside with a metal bar or mounting rail secured to the AC unit's metal housing and extending across beyond the edge of the window frame, or with interior angles anchored into the window jamb or building.
- B. The AC unit must be installed so it remains securely in place when the window is opened, or secured so that the window cannot be opened.
- C. Level the unit according to the manufacturer's instructions. Most AC units should tip very slightly to the outside, but some units are designed not to tilt.
- D. Any objects or shims used to prevent movement, level, or adjust the position of the AC unit must be secured to prevent movement and shifting due to vibrations from AC unit, wind, and other weather conditions. Do not use loose objects (e.g., wood blocks, bricks, telephone books) to support or level the AC unit.
- E. Do not place anything on top of the AC unit.
- F. Do not block fire escape windows or other exits with AC unit.

### **PERMITS**

A work permit or equipment use permit is generally not required to install a common window AC unit, unless the unit exceeds three tons/ 36,000 BTU/ hr.

### **MAINTENANCE**

It is important to periodically check on the position of the AC and the condition of the window frame to make sure that the AC remains a supported and secure.

Other considerations include the efficient operation of the unit such as ensuring that all units are insulated and sealed as required to keep bugs, moisture, and hot air from entering; and if possible removing the units in the winter to prevent heat loss.

## **PROPRIETARY LEASE**

### **18c EQUIPMENT AND APPLIANCES**

If, in the Lessor's sole judgement, any of the Lessee's equipment or appliances shall result in damage to the building or poor quality or interruption of service to other portions of the building, or overloading of, or damage to facilities maintained by the Lessor for the supplying of water, gas, electricity or air-conditioning, if any, to the building, or if any such appliances visible from the outside of the building shall become rusty or discolored, the Lessee shall promptly, on notice from the Lessor, remedy the condition and, pending such remedy, shall cease using or displaying any appliance or equipment which may be creating the objectionable condition.

21a The Lessee shall not, without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld or delayed, make in the apartment or building, or on any roof, penthouse, terrace or balcony appurtenant thereto, any alteration, enclosure or addition or any alteration of or addition to the water, gas or steam risers or pipes, heating or air-conditioning system or units, if any, electrical outlets, wiring or outlets, plumbing fixtures, intercommunications or alarm system, if any, or any other installation or facility in the apartment or building. It shall not be unreasonable to refuse consent to any alteration, enclosure or addition which in any way affects the physical appearance or style of the building either from inside or outside. The performance by Lessee of any work in the apartment shall be in accordance with any applicable rules and regulations of the Lessor and governmental agencies having jurisdiction thereof. The Lessee shall not in any case install any appliance which will overload the existing wires or equipment in the building. Anything contained herein or in subparagraph (b) herein below notwithstanding, the written consent of the Lessor shall not be required for any of the foregoing alterations, enclosures, additions, improvements or fixtures from the apartment by a holder of Unsold Shares. However, all such alterations, enclosures, additions, and removals by a holder of Unsold Shares must be done in compliance with all applicable laws, rules and regulations of governmental authorities and the Lessor, and may not encroach or impinge upon the common areas of the building.

**LOCAL LAWS OF THE CITY OF NEW YORK  
FOR THE YEAR 1998  
No. 11**

Introduced by Council Members Spigner, Malave-Dilan, Michels, Linares, Boyland and Stabile (by request of Mayor); also Council Members Lasher, Robles, Carrion and Espada.

**A LOCAL LAW**

**To amend the administrative code of the City of New York, in relation to inspection of the exterior walls of buildings greater than six stories in height.**

Be it enacted by the Council as follows:

\* §[C26-105.3] **27-129 Exterior walls and appurtenances thereof.**-In order to maintain a building's exterior walls and appurtenances thereof in a safe condition, the following additional requirements shall apply to all existing buildings or buildings hereafter erected which are greater than six stories in height:

- (a) **Inspection requirements.**-A critical examination of an applicable building's exterior walls and appurtenances thereof shall be conducted at periodic intervals as set forth by rule of the commissioner, but such examination shall be conducted at least once every five years.
- (1) The initial examination for any building in existence on February twenty-first, nineteen hundred eighty shall be conducted prior to February twenty-first, nineteen hundred eighty-two and the initial examination for any building thereafter constructed shall be conducted in the fifth year following the erection or installation of any exterior wall and/or enclosures.
- (2) Such examination shall be conducted and witnessed by or under the direct supervision of a licensed architect or licensed professional engineer by or on behalf of the owner of the building.
- (3) Such examination shall include, in addition to an inspection, a complete review of the most recently prepared report.
- (4) Such examination shall also be conducted in accordance with applicable rules promulgated by the commissioner.
- (b) **Notification requirements.**- Whenever an architect or engineer learns through a critical examination of a building's exterior walls and appurtenances thereof of an unsafe condition prior to the filing of a report with the department of buildings pursuant to subdivision (c) of this section, he or she shall notify the owner and the department of buildings immediately in writing of such condition.
- (c) **Report of examination.**- Such architect or engineer shall submit a written report certifying the results of such examination to the commissioner, clearly documenting the condition of the exterior walls and appurtenances thereof, as either safe, unsafe or safe with a repair and maintenance program. The report shall include a record of all significant deterioration, unsafe conditions and movement observed as well as a statement concerning the water tightness of the exterior surfaces. Such report must be signed by and bear the professional seal of such architect or engineer.
- (d) **Necessary repairs.**
- (1) **Unsafe condition.**
- a. Upon the filing of the architect's or engineer's report of an unsafe condition with the

commissioner, the owner, his or her agent or the person in charge shall immediately commence such repairs or reinforcements and shall undertake such measures as may be required to secure public safety and to make the building's exterior walls or appurtenances thereof conform to the provisions of this code.

b. All unsafe conditions shall be corrected within thirty days of the filing of the critical examination report.

c. The architect or engineer shall inspect the premises and file an amended report setting forth the condition of the building within two weeks after repairs to correct the unsafe condition have been completed.

d. The commissioner may grant an extension of time of up to ninety days to complete the repairs required to correct an unsafe condition upon receipt and review of an initial extension application submitted by the architect or engineer together with such additional documentation as may be prescribed by rule.

e. The commissioner may grant a further extension of time to complete the repairs required to remove an unsafe condition upon receipt and review of an application for a further extension submitted by the architect or engineer together with such further documentation as may be prescribed by rule.

(2) Safe condition with a repair and maintenance program. An architect or engineer shall not file a report of a safe condition with a repair and maintenance program for the same building for two consecutive filing periods unless the second such report is accompanied by his or her certification attesting to the correction of all conditions identified in the earlier report as requiring repair.

(e) **Exceptions.**-The additional requirements imposed by this section shall not be applied to any part of an exterior wall which is less than twelve inches from the exterior wall of an adjacent building.

(f) **Violations.**-Any person who shall violate, or refuse, or neglect to comply with any provisions of this section shall, upon conviction thereof, be punished by a fine of not more than one thousand dollars, or by imprisonment not exceeding six months, or both; and any such person shall, also, for each offense, be subject to the payment of a penalty in the sum of two hundred fifty dollars for each month there is non-compliance, to be recovered in a civil action brought in the name of the commissioner.

(g) With respect to buildings in existence on March first, nineteen hundred ninety eight, the initial critical examination of an exterior wall which was not subject to such examination under the provisions of paragraph one of subdivision d of this section in effect prior to the effective date of this local law shall be conducted prior to March first, two thousand.

*\*Local Law 11-1998.*

**MOVE-IN / MOVE-OUT GUIDELINES and APPLICATION**

Apt # \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Work #: \_\_\_\_\_ Home #: \_\_\_\_\_

Cell #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Move-IN Date \_\_\_\_\_ or Move-OUT Date \_\_\_\_\_

Expected Time of Arrival \_\_\_\_\_ Estimated Time for Move \_\_\_\_\_

A professional moving company must provide Management with a Certificate of Insurance (COI) naming the following three parties as Additional Insured's:

Master Apts., Inc. 310 Riverside Drive New York, NY 10025  
Orsid Realty Corp., 1740 Broadway 2nd Fl. New York, NY 10019  
Name of Shareholder or Subtenant, as an additional insured.

Certificate Holder

Master Apts., Inc. c/o Orsid Realty Corp.  
1740 Broadway 2nd Fl.  
New York, NY 10019

**A minimum of three (3) business days prior to your move** you must submit the following:

1. A copy of the Certificate of Insurance from your mover.
2. This Move-in/out Application
3. Two checks – one for the security deposit and another for the moving fee (see below).

A mover will not be allowed on the premises without the application, COI correctly completed, and payment and security deposit submitted.

You may submit the Application and the Certificate of Insurance as follows:

1. Leave at the Concierge Desk: attention Grazyna Cyprys
2. Fax these documents to the Management Office at 212-866-8709.
3. Scan the documents and email to Grazyna Cyprys at [gcyprys@orsidr.com](mailto:gcyprys@orsidr.com)

**Checks payable to Master Apts., Inc.** – Leave at Concierge Desk, attention: Grazyna Cyprys.

Non-refundable Moving fee: \$250 for studios and \$500 for all other apartments.

Refundable Security Deposit: \$1,000 (is returned once building staff verify no damage has occurred.)

If your address and apartment number are printed on the checks, please include either a copy of the application or a cover note with your address and apartment number.

The freight elevator is available for your mover:

**Monday thru Friday between of 9:00 AM and 4:00 PM, however NOT on major government or religious holidays.**

Approved by \_\_\_\_\_ Date: \_\_\_\_\_  
Building or Assistant Building Manager