

24535 OWNERS CORP.
245 EAST 35TH STREET – NEW YORK, N.Y. 10016

HOUSE RULES

FOR

24535 OWNERS CORP.
245 EAST 35TH STREET
NEW YORK, NY 10016

Revised: November 27, 2023

HOUSE RULES

(11/23)

For ease in communication, the term Tenant in this document shall apply to all Tenants, Owners, Lessees and Sub-tenants.

The purpose of this document is to establish a standard by which all residents of the building can be guided so as to maintain a high standard and pleasant living environment. The objective is to provide a better place to live for all of us without unduly placing over-restrictive rules. While the rules may, on occasion, seem inconvenient, they must be adhered to in order to be fair to all tenants.

The building has 114 Tenants who, if all did as they pleased, would result in a terribly chaotic living environment.

Recognizing that the Owners share any and all costs incurred, we have also attempted to levy costs, where appropriate, against those that incur them.

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EMERGENCY 911

POLICE 212-826-3211 17TH Precinct
 167 East 51st Street

FIRE 212-628-2900

CO-OP BOARD

President Richard J. Kostyra
Treasurer Bogac Basiplikci
Secretary Lorraine Antonello
Director Blair Katz
Director/Sponsor Rep Brian Rafferty

CO-OP STAFF

Superintendent
Carlos Perez

Porter
Jose Pachay – Saturday-Wednesday – 8:00 a.m.-4:00 p.m.

Part-Time Handyman
Juan Diaz

Doormen full-time
Tony A. Queylin
Matthew Bedrossian
Derrick Tenn
Tony Salvador

Doormen (relief)
Michael Quinnones
Matthew Quirola
Jayden Perez

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Derrick T. 7:30 AM-3:30 PM	Mike Q. 7:30 AM-3:30 PM	Tony Salvador 7:30 AM-3:30 PM	Tony Salvador 7:30 AM-3:30 PM	Tony Salvador 7:30 AM-3:30 PM	Tony Salvador 7:30 AM-3:30 PM	Tony Salvador 7:30 AM-3:30 PM
Matthew B. 3:30 AM-11:30 PM	Matthew B. 3:30-11:30PM	Derrick T. 3:30 PM-11:30 PM	Derrick T. 3:30 PM - 11:30PM	Matthew B. 3:30 PM-11:30 PM	Matthew B. 3:30 PM-11:30 PM	Matthew B. 3:30 PM-11:30 PM
Tony Q. 11:30 PM-7:30 AM	Tony Q. 11:30 PM-7:30 AM	Tony Q. 11:30 PM-7:30AM	Tony Q. 11:30 PM-7:30AM	Derrick T. 11:30 PM-7:30 AM	Derrick T. 11:30 PM-7:30 AM	Tony Q. 11:30PM-7:30AM
8:00 AM to 4:00 PM Jose P.	Jose P.	Carlos Perez Jose P.	Carlos Perez Jose P.	Carlos Perez Jose P.	Carlos Perez	Carlos Perez

24535 OWNERS CORP.
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Cop-op Web Site www.24535ownerscorp.com

Managing Agent
(owner units) Mr. John D. Wolf, Sr.
Alexander Wolf & Company, Inc.
One Dupont Street, Suite 200
Plainview, NY 11803
Telephone: (516) 349-0540
Fax: (516) 349-7751
jwolf@alexanderwolf.com

“Holder of
Unsold Shares” Roc Century
c/o Olnick Organization
600 Madison Avenue
New York, NY 10022
Telephone: (212) 415-4824
Fax: (212) 750-5016
jwolf@alexanderwolf.com

Managing Agent
(rental units for “Holder
Of Unsold Shares”) Hampton Management
135 East 57th Street, 22nd Fl.
New York, NY 10022
Attention: Bonnie Jacobs
Telephone: (212) 835-2114
Fax: (212) 835-2402

SHARE DISTRIBUTION

	<u>Shares</u>		<u># Apartments</u>
Individually held	37,121	87.35%	101
“Unsold Shares”	<u>5,379</u>	<u>12.65%</u>	<u>14</u>
Total	42,500	100%	115

(at 3/23)

1. MAINTENANCE

- 1.1 Maintenance is due the first day of each month.
- 1.2 A late charge of \$25.00 will be assessed to each account in which maintenance payments are not received at the office of the Managing Agent by the 10th of the month in which they are due.
- 1.3 If delinquency continues into the 2nd month (past the 10th), or occurs a second time in a calendar year, a late charge of \$200.00 will be assessed for each month (past the 10th) payment is late.
- 1.4 The Board WILL NOT review for sublet or sale consideration any apartment that has not been in good standing for 2 full, consecutive months.
- 1.5 Automatic bank payment of maintenance is available.

2. PUBLIC/COMMON AREAS

- 2.1 The public halls or stairways of the building shall not be obstructed or used for any purpose other than entering and leaving the apartments and service areas in the building.
- 2.2 No articles, such as bicycles or mats, or storage of any materials, shall be placed in the hallways or the staircase landings.
- 2.3 Nothing shall be hung or shaken from the doors, windows, terraces or balconies.
- 2.4 Nothing shall be placed upon the windowsills of the building.
- 2.5 Children shall not play in the public halls, lobby, stairways, or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.
- 2.6 Doctors who have offices in the building SHALL NOT be permitted to use the lobby as a waiting area for patients.
- 2.7 Any vandalism done to the premises will result in a \$500.00 fine, plus the cost of the repair.
- 2.8 The lobby is not to be used for meetings/gatherings, but rather as a waiting area for guests and tenants.

3. ROOF

- 3.1 The roof is open for sunbathing and viewing from 8:00 am to 11:00 pm, seven days a week.
- 3.2 Do not discard any objects, including cigarette butts, over the sides of the building or on the roof.
- 3.3 Remove all garbage before leaving roof.
- 3.4 Children shall not be permitted on the roof unless accompanied by a responsible adult.
- 3.5 Absolutely no private party groups permitted on the roof. Violations will result in a \$500 fine.
- 3.6 Do not walk on roof gravel.
- 3.7 Dogs should be walked off premises before entering the roof. Dogs are not allowed to urinate or defecate on the roof.

- 3.8 Playing of music must be kept to a minimum, or use headphones.
- 3.9 Violators of these rules shall be subject to a \$100 fine per occurrence and forfeiture of roof privileges.

4. LAUNDRY ROOM

- 4.1 The laundry room is open 24 hours daily. Please discard all trash into the receptacles provided.

5. IN-APARTMENT RESTRICTIONS

- 5.1 The floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least eighty (80%) percent of the floor area of each room excepting only kitchens, pantries, bathrooms and closets.
- 5.2 No radio or television aerial shall be attached to or hung from the exterior of the building.
- 5.3 No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building.
- 5.4 No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the prior written consent of the Board of Directors.

6. TERRACES

- 6.1 Terrace, balcony or roof plantings shall be contained in boxes impervious to dampness and elevated from the terrace, balcony or roof surface. Suitable weep holes shall be provided in the boxes to drain off water. It shall be the responsibility of the Tenant to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

7. EXTERMINATOR

- 7.1 Exterminator service will be made available to all Tenants on the first Wednesday of each month. To receive service, enter your name and apartment # on the Notice List on the mailroom bulletin board.
- 7.2 Contractors or workers, authorized by the Managing Agent or Board, may enter any apartment at any reasonable hour of the day 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.
- 7.3 In this case, the Tenant may demand no more than 3 days notice.
- 7.4 If for any health-related reason a Tenant cannot have his or her apartment sprayed, he or she must submit just cause/proof to the Managing Agent in writing. The Board of Directors will review each such case separately and an appropriate alternative will be implemented.
- 7.5 If the measures to control or exterminate carpet beetles are necessary, the cost thereof shall be paid for by the Tenant.

8. NOISE

- 8.1 No Tenant shall make or permit any disturbing noises in the building or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Tenants.
- 8.2 No Tenant shall play or allow to be played any musical instrument, player, radio or television between the hours of eleven (11:00) o'clock p.m. and the following eight (8:00) o'clock a.m., if the same shall disturb or annoy other occupants of the building.

9. CONSTRUCTION

- 9.1 All construction, including but not limited to, adding or removing walls, cabinets, floor resurfacing etc., must be approved by the Board in writing prior to commencement of work.
- 9.2 Board approval requires that a Certificate of Insurance from the contractor listing the Co-op and Alexander Wolf & Company, Inc. as additional insureds, and a signed Alteration Agreement from the Tenant be provided to the Managing Agent.
- 9.3 No construction or repair work or other installation involving noise or odor (polyurethane) shall be conducted in any apartment except on weekdays (not including legal holidays), and only between the hours of 9:00 am and 5:00 pm.
- 9.4 The Tenant is responsible for any and all damage to the building or its contents caused by a Tenant's service or workers.

10. MESSENGERS

- 10.1 Messengers and trades people shall use such means of entry and exit as shall be designated by the Superintendent or Doorman on duty.
- 10.2 The Corporation shall not be responsible for any item delivered to or left with any employee of the Corporation. Any article delivered to, or left at the building, is at the sole risk and responsibility of the Owner.
- 10.3 No Tenant shall send any employee of the Co-op out of the building on any private business of a Tenant.

11. EXTERIOR ADDITIONS

- 11.1 No awnings, window air-conditioning units or other items visible from the exterior shall be installed or changed without prior written approval of the Board of Directors, nor shall anything be projected out of any window of the building without similar approval.

12. MAINTENANCE AND REPAIRS

- 12.1 All repair requests should be addressed as soon as identified to minimize cost, damage, and potential liability.
- 12.2 Under the terms of your Proprietary Lease:
- The Corporation has the responsibility for the maintenance of those parts of the building structure which are used in common by all Tenants (entrance hall, basement, roof, etc.)
 - The Tenant/Owner is responsible for maintaining, repairing, and decorating individual apartments, as well as the fixtures and equipment therein.

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- 12.3 The Corporation will make available the building staff for minor maintenance and repairs at a nominal fee.
- 12.4 All ordinary day-to-day complaints and requests for service shall be made in writing to the Superintendent via the Work Order Form available from the Doorman. The Superintendent will do the work, or delegate the work to one of the staff.
- 12.5 To avoid any misunderstanding, the Superintendent has been instructed that, if asked to make repairs to or provide replacements for Tenant-Owners, he shall act only upon the completion of a Work Order Form.
- 12.6 Examples of work for which the Superintendent is available include:
- a. Repair of leaky faucets and valves
 - b. Adjustments of flush tanks or flush meters
 - c. Adjustments of radiator valves and traps
 - d. Minor repairs to electric switches and outlets
 - e. Minor repairs to doors and windows
 - f. Minor adjustments to ranges and refrigerators
 - g. Other items the Superintendent feels competent and available to perform
- 12.7 If it is determined that the repair required is beyond the Superintendent's capability or availability, extensive plumbing or electrical work, the Superintendent will, at Tenant's request, arrange for a tradesman whose charges will be billed to the Tenant/Owner through Alexander Wolf & Company, Inc.
- 12.8 Cost for services conducted by the Superintendent will be billed by the Co-op at a rate of \$15.00 per half hour or part thereof, plus cost of materials.
- 12.9 Any Tenant/Owner is free to hire his own contractor. In such case, the Superintendent should be advised so that the contractor will be afforded access to the building.
- 12.10 Should Tenant/Owners wish to engage the services of members of the building staff for other work within their apartments, the Tenant/Owners should make their own financial arrangements with the employees who are available only when they are off duty.
- 12.11 If there is any question as to whether the responsibility for repair or replacement is that of the Corporation or of the Tenant/Owner, contact John Wolf, the Managing Agent, prior to work being started.
- 12.12 Tenants should receive satisfactory and prompt attention. If not, a follow up note to John Wolf, copying Board President (12A), is requested.

13. CLOGGED DRAINS

- 13.1 Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Owner in whose apartment it shall have been caused.

14. ANIMALS

Tenants shall be permitted to keep small animals as pets under the following circumstances:

- 14.1 Any Tenant who wishes to keep a dog, cat, or bird as a pet must make a written petition to the Board of Directors; the petition shall include an accurate description of the animal and its breed. The Board of Directors shall approve or disapprove each petition within 10 calendar days of the receipt of the petition. Such decisions by the Board of Directors shall be binding. All Tenants who have pets shall register their pets with the Board. Forms are available from the Doormen.
- 14.2 Under no circumstances shall any Subtenant be permitted to keep any animal as a pet.
- 14.3 No animal kept as a pet may interfere with the use and enjoyment of the building by the other Tenants.
- 14.4 The Board of Directors reserves the right to prohibit any pet that the Board of Directors determines to be interfering with the use and enjoyment of the building by the other residents.
- 14.5 The Board of Directors reserves the right to limit the size and number of pets that shall be permitted to be kept in any apartment by any Tenant. In no case, shall any Tenant be permitted to keep or harbor more than 2 dogs, cats, or birds, in any combination, in any apartment in the building, nor may any individual dog, cat, or bird exceed 30 pounds in weight when fully grown.
- 14.6 In no event shall any animals be permitted in any of the public halls, stairwells, lobby, or other common areas of the building unless carried or held on a leash.
- 14.7 If any pet urinates or defecates in any common area of the building, or damages any common area of the building, the Tenant who is keeping or harboring the pet shall be solely responsible for cleaning or repairing the affected or damaged area. The Board of Directors reserves the right to assess an appropriate fine against any Tenant who refuses to clean or repair any affected or damaged area.
- 14.8 Each Tenant who keeps any animal as a pet in the building shall indemnify the Cooperative and its Board of Directors and hold said parties harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having an animal in the building.
- 14.9 No birds or animals shall be fed from the windowsills, terraces, balconies, backyard or other public portions of the building, or on the sidewalk or street adjacent to the building.

15. TRASH/GARBAGE

15.1 THE LAW REQUIRES RECYCLING of all plastic, glass metal containers, aluminum foil trays, newspaper, magazines, cardboard, phone books, and catalogs.

15.2 COMPLIANCE IS MANDATORY. Failure to comply may result in City fines which will be billed to offending residents.

15.3 All recyclable materials must be rinsed (to avoid vermin) and taken to the basement trash rooms (behind elevator) and placed in their proper large blue containers by residents

- . Metal Cans
- . Plastic bottles and jugs
- . Aluminum foil trays, i.e.: pie pans, take-out tins.
- . Glass bottles and jars – clear and colored
- . Newspapers, magazines, phone books, catalogs, cardboard.

15.4 **DO NOT RECYCLE:**

. Styrofoam, plastic-coated paper (milk cartons), plastic bags, wrap or film, plastic utensils, etc. should be placed in sealed garbage bags and deposited into the compactor chute.

. Aerosol cans or pump sprays, paint cans or chemical containers should be taken to the basement trash room and placed on the floor.

15.5 NOTHING IS TO BE LEFT IN THE STAIRWELLS.

15.6 All garbage will be placed in compactor chute with the exception of those to be taken to the basement for recycling as indicated on the sign in the compactor room.

COMPACTOR
DO NOT THROW DOWN CHUTE

LIT CIGARETTES, AEROSOL CANS, BOTTLES
WIRE HANGERS, NEWSPAPERS, CARTONS
TELEPHONE BOOKS, COMBUSTIBLES, CLOTHES
MAGAZINES, OR SHARP ARTICLES

15.7 Bags of garbage too large for the compactor should be placed on the first floor behind the service elevator. In no case should bags of garbage be left in the compactor rooms.

15.8 Large refuse, such as refrigerators, stoves, beds, etc. should be discarded privately, as the Corporation does not have the facilities to do so.

15.9 Contact the Superintendent or the Managing Agent when you wish to discard such items.

16. STORAGE

- 16.1 Because of limited space and fire regulations, the storage room is limited to small trunks, suitcases and containers.
- 16.2 Items not permitted include: furniture, mattresses, tires, sofas, highly combustible products, empty cardboard boxes and commercial equipment.
- 16.3 Each item placed in the basement storage area must be tagged with name and apartment #.
Untagged items may be disposed of.
- 16.4 Tags are available from the Doormen.
- 16.5 The Co-op is not responsible for theft or damage to any goods left in the storage room.

17. BICYCLES/ROLLER BLADES

- 17.1 Bicycles are not permitted in the elevators.
- 17.2 Roller blades are not permitted in the halls, elevators, or lobby.
- 17.3 Locked bicycle storage is available in the basement, and the key to the room is kept with the Doormen.
- 17.4 Each bicycle placed in the basement storage area must be tagged with name and apartment #.
Untagged bicycles may be disposed of.
- 17.5 The Corporation is not responsible for theft of or damage to bicycles or contents stored in the bicycle room.

18. MOVING

- 18.1 Any Tenant moving in or out of the building, or moving large items, **MUST** make arrangements with the Superintendent at least 24 hours prior to their actual move.
- 18.2 A security check of \$250.00 (certified check or money order) will be required prior to moving.
- 18.3 All such moves must be done through the service elevator and service entrance on Monday through Friday (excluding holidays) between the hours of 9:00 am and 5:00 p.m.
- 18.4 The appropriate elevator pads must be properly in place prior to the move.
- 18.5 Any damage sustained to the building will be the financial responsibility of the Tenant/Owner, and the appropriate account will be billed accordingly.

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19. SUBLETTING

19.1 The Board WILL NOT review for sublet or sale consideration any apartment that has not been in good standing for 2 full, consecutive months. ***Apartment must be owner occupied for a minimum of two (2) years before a shareholder can be eligible to sublet.***

19.2 The Corporation requires the following procedures for the subletting of an apartment.

- i) The Shareholder must apply in writing to the Board of Directors in care of Alexander Wolf & Company, Inc. for permission to sublet.
- ii) A proposed Sublet Agreement must be submitted to the Managing Agent.
- iii) The proposed Subtenant must provide the following documents:
 - 1. Three letters of personal references
 - 2. A letter of recommendation from their current landlord
 - 3. A letter from their employer stating position, salary, and length of service
 - 4. A completed application form
 - 5. A copy of the last income tax return W2 Form
 - 6. A list of all persons planning on occupying the apartment
- iv) The Subtenant must meet with the Interviewing Committee.
- v) The Subtenant must be approved by the Board of Directors before sublet can take place.
- vi) The term of any sublease will be for 12 months, no more, no less. All renewals must also be approved by the Board of Directors.
- vii) A sublet fee the equivalent of \$4.4694 per share shall be billed to the shareholder's maintenance account in twelve monthly installments. This fee is billed on renewals of existing approved sublets.
- viii) A processing fee of \$625.00 (presuming one applicant; add \$325.00 for each additional co-applicant) will be charged, payable to Alexander Wolf & Company, Inc. (each new sublet occupancy only). A renewal-processing fee of \$375.00 will be charged by Alexander Wolf & Company, Inc. The processing fee is not refundable (regardless of whether an application to sublet is approved, rejected or not completed by the shareholder/applicant). Note the processing fees cannot be remitted by the proposed subtenant/applicant. The check must be from the shareholder's checking account. Fees indicated herein may be subject to change.

20. SALES

20.1 The Board WILL NOT review for sublet or sale consideration any apartment that has not been in good standing for 2 full, consecutive months.

20.2 The following details the various procedures required by the Corporation from the seller and the purchaser in connection with the transfer of the ownership of stock, as well as those, which are performed on behalf of all of the parties by the Managing Agent.

20.3 When the Contract of Sale has been prepared by the attorney for the seller and executed by both parties, a photocopy must be sent to the office of the Managing Agent. Upon receipt, Steven Mirsky, who is an attorney, will review the agreement to ensure it conforms to the legal requirements of the Corporation. The parties may discuss the requirements with Mr. Mirsky prior to the signing of the agreement. No other application related materials are to be sent to the

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Managing Agent until the agent has reviewed the contract and provided the applicant with a full set of current purchase application requirements.

20.4 Once the Agreement is in satisfactory form, the Managing Agent will forward the following documents to the seller and/or buyer.

1. Statement of Managing Agent's Services. This form spells out the specific documents prepared by the Agent which are executed at closing. The detailing of this information is intended to avoid duplication on the part of the various attorneys performing services for the seller, buyer and Cooperative. An outline of the services provided are as follows:
 - a. Review of the Contract of Sale.
 - b. Conference with attorneys.
 - c. Secure and verify financial statements and references.
 - d. Arrangement of interview by the Board of Directors.
 - e. Preparation of legal documents relating to sale of apartments.
 - f. Review of Recognition Agreement and supervision of its execution where a loan is involved.
 - g. Certification of Compliance with the Proprietary Lease and verification of payments of maintenance and assessments to date of closing.
 - h. Attendance at closing of prior loans if applicable.
 - i. Attendance at closing and verification of all documents.
2. Application and Net Worth Statement. These forms are sent to the buyer with a request that they be completed in detail. They must be returned to the Agent along with written letters of personal and business references. Copies of bank statements, brokerage accounts, Money Market funds and the most recent tax return will also be required. The Board must be assured that the purchaser not only can pay for the stock, but also must have the financial viability to pay the monthly maintenance charges and assessments, if levied. A complete credit report and verification is then obtained and prepared for submission to the Board.
3. Should the purchaser elect to finance his purchase, he must contact the lending institution providing the funds and obtain a Recognition Agreement. The Agreement provides, in effect, that the Cooperative has been made aware of the existence of a loan and, in the event of a default on the part of the borrower (new Owner), requests notification so that action may be taken to avoid a foreclosure by the Cooperative which could wipe out or impair the bank's equity. The Agreement is reviewed by Mr. Mirsky, completed and submitted to the Board along with all of the other documents for review.

20.5 When the above items have been completed or agreed to by the parties, the following agreements are then prepared.

- a. Consent of Lessor. The Cooperative executes these forms after the buyer has been interviewed and approved.
- b. Assignment Agreement. At the closing, the seller will execute this Agreement, which transfers his interest in the stock of the Corporation and Proprietary Lease to the buyer free from all liens and encumbrances. If a Cooperative loan exists, the loan will be satisfied from the proceeds of the sale by the seller at the closing of the Cooperative sale.
- c. Acceptance and Assumption Agreement. This Agreement is executed by the buyer at closing whereby he assumes all of the obligations of the former Owners' Proprietary Lease and agrees to conform to the requirements of the House Rules and By-Laws of the Cooperative Corporation.
- d. Stock Certificate. A new certificate is then issued in the name of the buyer to be signed by the officers of the Corporation and delivered to the buyer, or his lending institution, at the closing.

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- 20.6 Once the above documents and agreements have been prepared, the entire package, consisting of the application, net worth statements, financial back-up, credit report, letters of reference and legal forms are delivered to an assigned subcommittee of the Board. This occurs approximately four weeks after submission of the contract to the Managing Agent. An initial review is then made. If everything is satisfactory, approximately six weeks after the contract was submitted to the Managing Agent, an interview with the buyer is arranged. The Board members meet with the buyer and a final review takes place. The total process will usually require approximately six weeks.
- 20.7 When the buyer is approved and all of the paperwork completed, Mr. Mirsky is then notified of the approval, and a closing date is scheduled.
- 20.8 At this point, additional documents may be required by the parties. Where a title company is involved, certifications regarding other matters are usually required from the Corporation. These documents are prepared in form satisfactory to the title company and either executed by the Board or the Managing Agent. A statement that all maintenance charges and special assessments have been paid is always required in order to assure the buyer that he is not assuming an obligation that is not his.
- 20.9 Where a special assessment has been placed on the stock of the Corporation and has not been paid at the time of the closing, it must be paid in full at that time. The parties may agree to adjust the sum between themselves, but the Cooperative requires full payment at closing.
- 20.10 At the closing, the Agent supervises the final signing of all documents, collection of all funds due the Cooperative and the distribution to the parties of the evidence of ownership. Where a prior Cooperative loan exists, it must be satisfied in a form that is satisfactory to the Cooperative. The final documents issued to the buyer may be given to him at the closing or his lending institution, if a new loan is involved. Once the closing has taken place, the records of the Corporation must reflect the transfer. The books and records of the Corporation are changed and the seller's Stock Certificate is cancelled, and New York State Transfer Stamps are purchased, at a present cost of five cents (\$0.05) per share, to be affixed to the cancelled certificate.
- 20.11 The fees charged by the Managing Agent for the services performed total \$1,500.00, of which the seller is charged \$825.00 (for ordinary sales) and the buyer is charged \$675.00 (presuming one applicant; add \$325.00 for each additional co-applicant). The fee to the buyer is payable at the time of the application, and financial papers are returned to the Agent and the fee to the seller is payable at the closing. These fees may be modified where there is more than one applicant or where additional extraordinary services are required of the office of the Managing Agent. Fees indicated herein may be subject to change.
- 20.12 All parties to a Contract of Sale should be aware that it may require a minimum PERIOD OF SIX WEEKS from the time the contract is signed to the date of the closing. As you can see, the number of documents required is very time consuming. While the Board and the Managing Agent fully understand the pressures of the parties, the procedures involved are intended for the protection of both Cooperative and the parties.
- 20.13 Any Owner wishing to refinance or obtain a home equity loan needs to contact Alexander Wolf & Company, Inc. for the procedural requirements.

21. INSURANCE

- 21.1 The Co-op insurance covers the building, rental value/maintenance charges, legal liability and water damage caused by the building.

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21.2 The building's insurance covers damage to the building and its equipment caused by fire, extended coverage (windstorm, explosion and riot, among others), vandalism and malicious mischief and other allied perils and accidental discharge of water. **THIS COVERAGE DOES NOT APPLY TO PERSONAL PROPERTY OF THE INDIVIDUAL APARTMENT OWNER OR TENANT.**

21.3 Tenants should purchase a Homeowners /Tenants policy. This combines into a single contract protection for furnishing, wearing apparel, and improvements and betterment such as lighting fixtures, special woodwork, paneling, wallpaper, carpeting and liability protection.

21.4 In the event of loss due to direct water damage, for example, the damage to the building would be submitted to the building's insurance carrier and the individual Owner's damage would be submitted to their own carrier.

Without a Homeowners Policy the Tenant would be responsible for all costs associated with items noted in 21.3.

21.5 Tenants may wish to use the building's insurance agent to purchase their policy. Contact Millennium Alliance Group at 516-496-8004, Chris Duffy, ext. 106.

22. COMPLAINTS AND SUGGESTIONS

22.1 The Board of Directors and Alexander Wolf & Company, Inc. welcome and invite suggestions from all Tenant stockholders in written form.

22.2 Any complaints should be made in writing to Alexander Wolf & Company, Inc. and copy to the Board President (12A).

Or, by e-mail to the Board via the building web site: www.24535ownerscorp.com.

23. HOUSE RULE APPROVAL & AMENDMENTS

23.1 Any consent or approval given under these House Rules by the Co-op Board of Directors shall be revocable at any time.

23.2 The House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Co-op.

23.3 Any violation of any House Rule by resident, owner, or tenant will result in fines being imposed to the Shareholder.

For the first offense a warning notice will be sent,; the second offense will result in a \$50.00 fine; the third offense and additional offenses will result in a \$100.00 fine.

24. AIR CONDITIONER REPLACEMENT

24.1 Air conditioners may not protrude beyond the exterior of the rear grill of the A/C sleeve.

24.2 If you have a customized cover over the A/C unit, this may affect the installation.

24.3 Appropriate units for replacing A/C units follow.

The Townsley, 245 EAST 35TH STREET NEW YORK, NY 10016

AIR CONDITIONER SPECIFICATIONS

Bedroom

Fedders with front
115 volt
10,000 BTU's
A1A07W2B/DECABFCB

Fedders with front
115 volt or 220 volt
10,000 BTU's
A1A10W2B/DECABFCB

Living Room

Fedders w/front
220 volt
11,500 BTU's
A1B12W7B/DECABFCB

Emerson w/kit to fit sleeve
220 volt
12,000 BTU's
12MW42K

AIR CONDITIONER SPECIFICATIONS

(Note: The following units will protrude 5" into the room beyond the sleeve)

Friedrich
WS07A10
115 volt
7,000 BTU's

Friedrich
WS10A10
110 volt
10,000 BTU's

Friedrich
WS10A30
220 volt
10,000 BTU's

Friedrich
WS12A10
110 volt
11,500 BTU's

Friedrich
WS12A30
220 volt
12,000 BTU's

Friedrich
WS15A30
220 volt
14,700 BTU's

25. SMOKING POLICY

As of August 15, 2018, the Board of Directors adopted the following proposed smoking policy, House Rules #25:

SMOKING - New York City Local Law 147

Smoking is not permitted in any of the common areas of the Building or within 25 feet the Building's entrance or in the rear courtyard. Notwithstanding the foregoing, smoking on the Building's roof deck is permitted provided the smoke does not interfere with other occupants. All smoking related items must be completely extinguished and properly disposed of in one of two gray cigarette disposal units provided.

Shareholders and all other Building residents, including their visitors and guests, shall be permitted to smoke within an apartment if smoke and/or odors do not emanate from the apartment. Should the Board of Directors, in its sole discretion, determine failure to isolate the smoke and/or odor the shareholder will be required to take all necessary measures to prevent smoke and/or odors from emanating from the apartment, including, but not limited to, installation and use of an air filtration system, sealing electrical outlets and switches and the closing of all gaps within the apartment capable of allowing smoke/odor to emanate from the apartment.

For purposes of these House Rules, the definition of "smoking" includes the use of cigarettes, cigars, pipe tobacco, incense, electronic cigarettes and other smoke or vapor causing substances.

If a shareholder receives a notice of violation of this Smoking Policy and fails to comply or have the residents in his or her apartment comply with any requested remedial measures set forth herein within 30 days of receipt of the notice, the shareholder of the offending apartment will be fined \$250.00. If the offending shareholder or resident continues to violate this Policy after the imposition of the \$250.00 fine set forth herein, additional fines of \$250.00 will be assessed against the shareholder of the offending apartment 30 days later or on the first day of the next calendar month, whichever comes later, and such \$250.00 fines will continue to be assessed on the first day of each calendar month thereafter until the smoking issue is reasonably resolved based on an assessment by Building Management and the Board of Directors.

26. COVID-19 – omitted

27. OCCUPANCY

- A shareholder must notify John Wolf of any person who moves in with him/her and is not listed on the Proprietary Lease, i.e. new spouse, partner, caregiver, within five (5) business days of occupancy. The notification should include contact information and confirmation that said person has been made aware of the House Rules.

Shareholders who wish to permit houseguests to occupy a residence in the shareholder's absence must follow the following House Rules:

Specific Family Houseguests:

For circumstances in which a houseguest is, in fact, the spouse, child, parent, grandparent, grandchild or sibling of the shareholder, written notification (letter, fax, email) must be sent to the attention of John Wolf at least 10 business days prior to houseguest's occupancy. This notification must also include a statement that the houseguests are aware of the House Rules and that the shareholder will be responsible for any violations thereof by the houseguests.

All Other Houseguests:

Houseguests (excluding a spouse, child, parent, grandparent, grandchild or sibling of the shareholder) may be permitted to stay in a shareholder's residence only after following these procedures:

- No Airbnb or similar occupancy scenario will be permitted under any circumstances.
 - For lengths of stay of 14 days or less, written notification (letter, fax, email) must be sent to the attention of John Wolf. This notification must also include the houseguest's relationship to the shareholder, a statement that the houseguest(s) are aware of the House Rules, and that the shareholder will be responsible for any violations thereof by the houseguests. Notification of any such extension must be given to John Wolf at least 10 business days prior to houseguest's occupancy. Length of stays of more than 14 days are not allowed. Board approval of any such occupancy is not automatic. There will be a limit of six (6) visits in a calendar year. If any visit exceeds 14 days, it will be considered an additional visit, unless there is prior written approval from the Board of Directors or Managing Agent.
- If it is necessary for an approved occupancy to be extended beyond the original date, advanced Board notification and approval is required for the extension.

Notification of any such extension must be made to John Wolf five (5) business days prior to the original scheduled departure. Board approval of the extension is not automatic.

- For repeated (whether by the same occupant or not) stays of any duration within a contiguous 60-day period, a written request for subsequent occupancy (letter, fax, email) must be sent to the attention of John Wolf. This request must be sent to John Wolf at least 15 business days prior to the proposed start date of houseguest occupancy. This request will be forwarded to the Board of Directors, who will review the request for approval. Only after written Board approval may the houseguest be allowed to stay

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245 EAST 35TH STREET – NEW YORK, N.Y. 10016

again. Board approval is not automatic.

These rules listed are to protect the integrity and security of our building. Failure to comply with these procedures will result in a fine of \$500 per week or part thereof of noncompliance. This is in addition to a fine of \$500 for each and every occurrence of an illegal transfer of a front door key.

28. Electric Personal Transport Devices

28.1. All lithium-ion battery-powered Bicycles, Scooters, Hoverboards, or other forms of electric based personal transport devices, determined solely at the Board’s or Property Manager’s discretion (cumulatively known as “**Electric Personal Transport Device(s)**”), are prohibited inside of the Co-op, including, but not limited to, the apartments, common areas and storage area (even when they are not in use) effective January 13, 2023, due to fire safety concerns and in accordance with the Co-op’s insurance policy.

28.2 All Shareholders and Residents will have ten (10) days to remove any violative Electric Personal Transport Device(s) from their apartment and/or Co-op from the effective date of this House Rule. After such date, any person found with such device will be issued a Notice of Default for violation of this House Rule and accordingly their Proprietary Lease and/or be subject to fines.

28.3 The prohibited Electric Personal Transport Devices mentioned in 28.1 & 28.2 does not include medically related Electric Personal Transport Device(s), including but not limited to electric wheelchairs or mobility scooters. If a Shareholder or Resident has a question about whether their device meets the medical exemption, please contact the Co-op’s Property Manager for further clarification. Please be advised, that depending on the type of Electric Personal Transport Device(s) requested to be exempt, further documentation may be required by the Property Manager or Board.