



**HOUSING CORPORATION**

2879 WEST 12TH STREET · BROOKLYN, NEW YORK 11224 · TEL. (718) 266-5400 · FAX (718) 265-0630

## **HOUSE RULES AND REGULATIONS**

### **1. OBSTRUCTION, DECORATION AND FURNISHING**

- The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress and egress from the apartments in the building and the fire stairs and terraces shall not be obstructed in any way.
- The public halls shall not be decorated or furnished by any lessees in any manner other than that prescribed by the Board of Directors.

### **2. USE OF THE PREMISES AND COMMON AREAS**

- The common areas of the building shall not be used for any meeting, show, picnic, sale or sporting event, nor may any apartment be used to invite the public for the purpose of commercial gain.
- Nothing, including cigarettes and cigarette butts, shall be placed in the halls or fire stairs of the building (including, but not limited to, bicycles, shoes, umbrellas, beach chairs and shopping carts).
- No smoking in any of the common areas of the buildings.
- Residents and pets are not permitted to play in the public halls, fire stairs, or elevators.

### **3. EXTERIOR**

- No radio or television antenna shall be attached to or hung from the exterior of building or placed on the roof.
- Nothing may be hung out of the window or on the façade of the building.

### **4. USE OF SIGNS, NOTICES, AND/OR ADVERTISEMENTS**

- No sign, notice or advertisement shall be posted in any part of the Buildings.

### **5. USE OF COMMON TERRACES AND ROOF**

- No one is permitted on the roof.
- Nothing shall be hung, shaken or thrown from the doors or windows or on terraces.
- There shall be no gas (propane or any other gas) or wood grill barbecuing or open flames in the units, on the terraces, or in the common areas of the building.

### **6. USE OF AIR CONDITIONERS**

- The air conditioner fee is \$15 per unit per month. Any additions or subtractions must be reported to the Management office.

### **7. EXCESSIVE NOISES**

- No one shall make or permit any noises in an apartment or around the building or do or permit anything to be done which will interfere with the rights, comfort or



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convenience of the other residents.

- No resident shall make or permit any disturbing noises or play any musical instrument or operate any musical device, or make or permit any disturbing noises in such resident's apartment between the hours of 11:00 P.M. – 9:00 A.M.
- Residents may call Security with a noise complaint.
- Any unabated noise complaints will be responded to by Management.

### **8. CONSTRUCTION REPAIR AND STRUCTURAL CHANGES**

- No structural changes and/or alterations of any kind are permitted without approved Alteration Agreement and proper permits from the Department of Buildings.
- No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal and certain religious holidays) and only between 9:00 AM and 4:00 PM. The Board and/ or Management reserves the right to inspect all apartments before during and after construction to ensure that all work is being and has been done to code and does not represent any danger to the building and/ or Residents.
- The shareholder assumes responsibilities for damages during or because of construction as per the Alteration Agreement signed by the lessee.

### **9. GARBAGE**

- Recyclable garbage and refuse from the apartments shall be disposed of in the recycling area on each floor of the building in accordance with the posted instructions.
- No residential waste or refuse is to be placed in the recycling areas. Organic waste must be disposed of in the chute.
- All refuse must be properly secured for disposal.

### **10. DELIVERIES**

- All deliveries are to be made during the hours of 9:00 am and 4:00 pm weekdays (not including legal holidays and certain religious holidays). Arrangements must be made at least 24 hours prior to the scheduled delivery and be authorized by Management.

### **11. PACKAGES**

- Luna Park Housing Corporation shall have no responsibility or liability whatsoever with respect to any loss and/or damage of any delivered package.

### **12. MOVING IN AND OUT**

- All move-ins and move-outs are to be made through the lobby during the hours of 9:00 am and 4:00 pm weekdays (not including legal holidays and certain religious holidays). Arrangements must be made at least 24 hours prior to the scheduled move in/out and be authorized by Management.



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### 13. LAUNDRY FACILITIES

- A resident may use the available laundry facilities seven (7) days a week, between 6 am and 10 pm with the last wash commencing no later than 9 pm.
- Use of laundry facilities shall be limited to residents of the Luna Park Housing Corp. and their members **only**.

### 14. COMPLAINTS

- Complaints regarding service in the building shall be made in writing to the Managing Agent.
- All communications to the Managing Agent or the Board of Directors must provide the name and contact information of the complainant. No action will be taken without this information.
- Complaints regarding the service of the staff or the Managing Agent for the Coop shall be made in writing to the Board of Directors.
- The Board of Directors will make every effort to respond to complaints on timely basis, but not less than 10 days from the day a complaint is filed.

### 15. ADDRESSING BEDBUG ACTIVITY

In order to protect the residents of the Cooperative, the Board of Directors has determined that it is the best policy to proactively inspect Apartments at appropriate times to determine if there is any bedbug activity in the building and to allow for prompt treatment in the event any bedbug activity is found. The Cooperative will require all owners and other residents to cooperate fully in such actions, including being responsible to prepare an Apartment for inspection and/or treatment. In order to implement this policy, the following procedures have been adopted:

1. Any resident of an Apartment shall:
  - Immediately report any suspected activity of bedbugs in an Apartment to the Managing Agent or the superintendent.
  - Grant access to the Apartment to the employees of the Cooperative, it's managing Agent, and/or any independent inspector or exterminator retained by the Cooperative for the purposes of inspecting the bedbug activity and treatment of any bedbugs found. Such access will be granted upon reasonable notice from the Managing Agent.
  - Cooperate in any treatment required to be made to the Apartment to eliminate suspected bedbug activity, including following any pre-inspection or pre-treatment actions to prepare the Apartment.
2. A preliminary evaluation for the presence of bedbugs will be performed in the following instances:
  - Upon request by any Resident.
  - After each move in of a new owner or tenant/subtenant.
  - After any apartment renovation.



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- After any delivery of new or used furniture to the building.
  - If the Board or Managing Agent has reasonable basis to suspect activity.
3. The superintendent will perform a preliminary evaluation of the Apartment for the presence of bedbugs in any of the instance noted in #2, which may include placement of “traps” in the Apartments for seven days. Access must be provided for such evaluation.
  4. If the superintendent’s evaluation indicates evidence of bedbugs, a professional inspection will be performed to determine the proper course of treatment. If the inspection confirms bedbug activity, adjacent Apartments may also be inspected and treated.
  5. Treatment will be performed by a professional exterminator selected by the Board. To best assure elimination of any bedbug activity, treatment may involve several visits over the course or 30-90 days.
  6. Residents will be required to launder certain personal belongings such as sheets, blankets, other bedding, and clothing. Residents shall also be required to follow all instructions as to preparing the Apartment for treatment.
  7. If any items that contained bedbugs must be discarded, they are to be enclosed in sealed plastic bags or if too large for bags, the items must be shrink wrapped prior to disposal. The Cooperative shall eliminate bedbug activity provided that the Apartment Owner/Resident cooperates with any reasonably required access and preparation required for such inspections and treatments and complies with all procedures established pursuant to this House Rule.
  8. The Apartment Owner/Resident will be required to pay for any laundering of clothing and any additional treatment of furniture that may be required to ensure successful eradication treatment to the Apartment. The Board reserves the right to charge the Apartment Owner/Resident for costs of treatment if the Apartment Owner/Resident did not report bedbug activity timely; failed to properly maintain the Apartment; or fails to follow this House Rule.

### 16. PETS

- Dogs must be registered in accordance with procedures established by the Co-op Board and implemented by the Management Office. Only registered dogs are permitted to reside in Luna Park. Please see rules related to “Dogs” below (House Rule # 17).
- No pigeons or other birds or animals shall be fed from the windowsills, terraces, balconies or on the grassy areas or parking areas in or around the building.
- If any pet soils or damages any area of the building, including the sidewalks, yards or parking areas adjacent to the building, the resident of the apartment in which such pet is harbored shall promptly clean up such soilage and shall indemnify and hold the lessor harmless against any cost or expense resulting from such soilage and damaged any sums due the lessor harmless against any cost or expense resulting from soilage and damage.
- Any sums due to the lessor hereunder shall be deemed additional rent.

### 17. DOGS

- Dogs must be registered with the Management Office and a dog registration fee of \$25



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per dog, per month must be paid.

- Dogs must wear their Luna Park tag at all times when outside.
- In no event shall dogs be permitted on passenger elevators or in any public portions of the building unless carried or on a leash.
- Dogs must be kept off the grass except for designated dog runs.
- Owners must clean up after their dogs. Failure to remove dog waste will result in a \$25 fine for the first offense and \$50 fine for each additional offense.
- Any dog, regardless of breed, involved in an act of aggression against any other animal or person, within the buildings or on the grounds or sidewalks and parking lots adjacent to the buildings, shall be permanently removed from the premises if the managing agent finds, after an investigation, that an aggressive act did, in fact, occur.

### 18. INSURANCE

- All shareholders must secure a homeowners/renter insurance policy.
- Luna Park Housing Corp. must be added to the policy as “additional insured”. Liability coverage must be for a minimum of \$100,000. It is a shareholder’s responsibility to initially provide proof of insurance (copy of insurance policy or binder) and annually thereafter, prior to its expiration.

### 19. SUBLETTING

- Sub-leasing or renting of rooms for any length of time is strictly prohibited including renting all or part of the apartment through Airbnb or similar types of short-term rentals. Violation of this rule will be subject to eviction.

### 20. OCCUPANCY

#### **Subject to a written waiver by the Board of Directors:**

- Shareholders shall limit occupancy of the apartment to occupancies permitted by these House Rules and by State, City & Federal Laws. Any income a shareholder receives in violation of these House Rules and those State, City, and Federal laws is the property of Luna Park Housing Corporation, plus an additional ten percent thereon to reimburse Luna Park Housing Corporation’s administrative expense in enforcing this paragraph.
- Anyone residing in an apartment when the Lessee is not in residence - other than immediate family (shareholder's spouses, parents, in-laws and children) is presumed to be an illegal subtenant. Any income a shareholder receives in violation of these House Rules and those State, City, and Federal laws is the property of Luna Park Housing Corporation, plus an additional ten percent thereon to reimburse Luna Park Housing Corporation’s administrative expense in enforcing this paragraph.



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### 21. VISITORS/OVERNIGHT GUESTS

#### **Subject to a written waiver by the Board of Directors:**

- When in residence, shareholders may have overnight guests for a period not exceeding 30 consecutive days per overnight guest.
- In the physical absence of the shareholder who owns the shares with respect to a particular apartment may have overnight guests in that particular apartment only if all such guests are members of the shareholder's Immediate Family (i.e. shareholder's spouses, parents, in-laws and children. These guests may not themselves have overnight guests.
- Any person, regardless of the relationship to the shareholder who gives the shareholder money as compensation for being permitted to stay in the shareholder's apartment is considered not a guest, but a sublet or an occupant. Subletting is prohibited. All occupants must appear on all income certifications. The Board of Directors shall not waive the provisions of this paragraph.

### 22. PARKING/GARAGE SPACE

- All persons with assigned parking spaces shall, upon request, move their vehicles to allow access, inspection, maintenance, repair or other use deemed appropriate by the lessor.
- Parking privileges are not assignable or transferable except in accordance with the parking rules attached and incorporated into each parking lease.
- All persons with parking privileges shall only park in their assigned space.
- Violation of any rule or regulation, or breach of any parking agreement, shall constitute a default under the lease.
- Failure to pay parking charges over 60 days will result in the loss of parking privileges.

### 23. BARBEQUE AREA

- The barbeque area is intended for use by shareholders and their invited guests only.
- Reservations must be made at the Management office no more than two weeks prior to your event. For a complete list of rules, please refer to the Barbeque Area Authorization form available at the Management office.

### 24. EMPLOYEES OF THE CORPORATION

- No resident shall send any employee of the lessor out of the Building on any private business of the resident. In addition, employees of the Corporation may not conduct any private business during their working hours.
- Luna Park Housing Corp. shall have no responsibility or liability whatsoever with respect to any private work or services performed by its employees regardless of whether or not such work was authorized.

### 25. ADDITIONAL CONSIDERATIONS

- Each head of household is requested to provide Management with his/her emergency contact information.



- Each resident shall keep his/her unit in a good state of preservation, condition, repair and cleanliness. Failure to keep the unit in proper condition may result in financial responsibility for damage done to the common elements or other units.
- The Board of Directors or the managing agent may need to access an apartment when entry therein is necessary or permissible under these rules, the proprietary lease or under the by-Laws. If the lessee is not personally present to open and permit entry into his/her apartment when an entry is necessary under these rules, the proprietary lease or the by-laws or in an emergency, when specifically authorized by an officer of the Board of Directors, the manager may forcibly enter the apartment without liability for damaged or trespass by reason of such entry (if, during the entry reasonable care is given to the lessee's property).
- Upon notice to the resident, agents of the Board of Directors or managing agent 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 same.
- No resident shall at any time, bring into or keep in his/her apartment or on the terrace, any flammable, combustible or explosive fluid, material, chemical or substance, except as necessary, in accordance with all rules, regulations and requirements of the State of New York, City of New York, and The New York City Fire Code.

**26. MISCELLANEOUS FEES**

The Board of Directors may from time to time establish administrative fees and charges for breach of the House Rules as well as late charges on amounts due the lessor as maintenance, additional maintenance or otherwise pursuant to the lessor's form of proprietary lease, House Rules and By-Laws.

- Late fee (unpaid balance) of \$50.00 per month will be assessed on all outstanding balances of \$400.00 or more.
- Late fee of \$50.00 per month will be assessed on any payments which are paid/posted after the 15th of the month.
- The rules have been revised and are considered an addendum to the proprietary lease of Luna Park Housing Corp. Each unit owner and lessee is responsible for complying and ensuring compliance with these rules. Board of Directors has the right to assess additional administrative fees in the amounts equal to the fine or fee imposed for specific violation of any of these rules. In addition, the rules set forth may be amended, modified or rescinded at any time by the Board of Directors.

**Signature:** \_\_\_\_\_ **Unit** \_\_\_\_\_ **Building** \_\_\_\_\_