85 LIVINGSTON TENANTS CORP

85 Livingston Street
Brooklyn, NY 11201

House Rules

1. As used in these House Rules, the term "Lessee" shall include shareholder, their family members, tenants, subtenants, occupant, and any other persons residing in the apartment, and guests. The term "Lessor" as used in these Rules shall mean the Apartment Corporation (85 Livingston Tenants Corporation).

2. The common halls and stairways of the building shall not be obstructed or used for any purpose other than the entering and exiting of the apartments in the building. No article shall be placed in the halls or on the staircase landings.

3. Fire stairs and terraces shall not be obstructed in any way. Lessee shall not place any items (permanently or temporarily) on the fire stairs, nor shall Lessee hang or shake any items outside of the doors, windows, or terraces of any apartment. Lessee shall not place any items on the outdoor windowsills of the building.

4. No patrons of any professional/commercial space shall be permitted to wait in the lobby or use any of the building facilities.

5. Lessees shall not be permitted in any common areas of the building without proper attire.

6. Children shall not play in public halls, stairways, fire stairs or elevators.

7. No Lessee shall be permitted on the roof.

8. The decoration or furnishing of any common hall in the building is prohibited without the prior written consent of the Board of Directors.

9. Lessees have a right to the “quiet enjoyment” of their apartments. Therefore, any unreasonable and/or disturbing noise is not permissible at any time. No Lessee shall make or permit any disturbing noises in the building or do anything or permit anything to be done therein, which will unreasonably interfere with the right, comfort, or convenience of other Lessees. Disturbing noises include but are not limited to, loud music/radio, television, instruments, dog barking, jumping, etc.

   No Lessee shall make disturbing noise of any kind (either within Lessee's apartment or in the common areas) between the hours of 11:00 p.m. and 8:00 a.m. the following day.

10. Construction, repairs, or other installations to Lessee’s apartment (hereafter “Work”) are only permissible on weekdays, and only between the hours of 9:00 a.m. and 5:00 p.m. except for emergency repairs.

11. Lessees moving in or out of the building (hereafter “Moves”) may only do so on weekdays, and only between the hours of 9:00 a.m. and 5:00 p.m. All Moves must be scheduled in advance with the managing agent.

12. Work and Moves are prohibited on the following holidays:

New Year's Day/New Year's Day 'Observed'
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Rosh Hashanah
Yom Kippur
Columbus Day
Veterans Day
Election Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

13. No awnings, window air conditioning units, or ventilators shall be used in or about the building. Lessor shall not allow anything to protrude out of any window of the building.

14. No sign, notice, advertisement, or illumination shall be inscribed or exposed on or around any window or other portion of the building, except for those that have been approved in writing by the Lessor.

15. All deliveries must be made via the service entrance and service elevator after the delivery person has first checked with the doorman to make sure that the Lessee is at home to receive such delivery. In the event the service entrance is closed, the delivery person shall be permitted to walk through the lobby to gain access to the service elevator.

16. Trunks and heavy baggage must be taken in or out of the building through the service entrance.

17. No bicycles, scooters, skateboards, roller blades, luggage carts or similar vehicles (except for handicapped vehicles and/or equipment) shall be allowed to stand in any common hall, passageway, or other common area of the building. Such vehicles shall enter and exit the building only through the service entrance and MUST USE THE SERVICE ELEVATOR.

    No strollers shall be allowed to stand in any common hall, passageway, or other common area of the building.

18. No Lessee shall send any employee of the Lessor out of the building on any private business during the employee's working hours; nor shall any Lessee engage any employee of the Lessor in work of a private nature within the apartment during the employee's working hours.

19. All pets except for service animals and those contained securely in a carrying case must be transported in and out of the building on a leash, and via the service entrance and elevator. Small pets (i.e. under 15 lbs. may be carried) In the event that the service entrance is locked, pets may be transported in and out of the building through the main entrance but must still use the service

elevator. No pet shall be permitted in any public portion of the building unless it is carried or on a leash.

Residents with dog(s) may transport their dog(s) in and out of the building via the main elevator between 9:00 A.M. and 5:00 P.M. on WEEKDAYS ONLY. Dog walkers and guests with dog(s) must continue to use the service elevator. Residents with dog(s) may enter the building using the main entrance from 10:00 P.M. until 7:00 A.M.; the service entrance must be used at all other times as outlined in the paragraph above.

20. No radio or television aerial shall be attached to or hung from the exterior of the building.

21. Use of the laundry room is restricted to residents (including their guests and/or employees) of the building only. Residents shall only use the laundry room during such hours as may be designated by the Lessor.

22. Unless expressly authorized in writing by the Lessor (to be determined on a case by case basis), the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least 80% of the floor area of each room excepting only kitchens, bathrooms, closets and foyer.

    In each case where the floors in an apartment are being repaired and/or the current flooring in the apartment is removed, a soundproofing barrier must be secured in place before installing new flooring on top of it.

23. The Lessee shall keep the windows of their apartment clean. In the event Lessee fails to clean said windows within ten days after receiving notice in writing from the Lessor or the Managing Agent to do so, such cleaning may be performed, or arranged for, by the Lessor, who shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.

24. The following rules shall be observed with respect to compactor equipment:
    I. All wet debris is to be securely wrapped or bagged in small package size to fit easily into the chute.
    II. Debris should be completely drip-free before it leaves the apartment and carried to the garbage area in a careful manner and in a drip-proof container; then placed into the chute so that it will drop into the flue for disposal.
    III. Crates, sticks of wood or other solid matter too large to easily fit through the chute shall not be stuffed into the chute. Such items should be left in a neat manner on the floor in the garbage area. Recyclable items (i.e. cartons, boxes, etc.) shall be disassembled (i.e. folded flat) and brought to the basement for recycling.
    IV. Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans, or any other inflammable, explosive, highly combustible substances, or lighted cigarettes or cigar stubs be thrown into the compactor chute.
    V. Vacuum cleaner bags must never be emptied into the chute. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then placed through the chute into the flue.

25. The agents of the Lessor, and any contractor or workman authorized by the Lessor, 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.

26. Prohibition of Harassment and Abusive Behavior:
    All shareholders, residents, and their guests must conduct themselves in a manner that is respectful and non-disruptive to the peaceful enjoyment of the building by others. Any form of harassment, intimidation, verbal abuse, or aggressive behavior directed at staff, residents, guests, or board members is strictly prohibited.

    For the purposes of this rule, "harassment" includes but is not limited to:
    I. Use of threatening, profane, or abusive language, whether in person, via written communication, or through electronic means.
    II. Unwanted physical contact or aggressive gestures.
    III. Behavior that creates a hostile or unsafe environment for others.

    Violations of this rule will result in fines at the discretion of the Board, with a minimum fine of $500 per occurrence. Repeated violations may result in additional penalties, including legal action.

27. Smoking Policy:
    New York City law prohibits smoking in all common areas of the building, inclusive of the entrance, elevators, hallways, stairwells, roofs, courtyards, basements, laundry facility, storage, garages/parking, and within twenty (20') feet of any entrance or window. Lessor prohibits smoking within fifty (50') feet of any entrance or window. Lessees are required to refrain from smoking in the designated common areas of the building and prevent both secondhand smoke and noxious odors from emanating into the common areas and migrating to other apartments. This policy applies to all Lessees including shareholders, roommates, guests, employees, licensees, contractors, caregivers, and service personnel, as well as members of their immediate family.

    "Smoking" means inhaling, exhaling, breathing, chewing or carrying a lighted cigar, cigarette, pipe or other tobacco product or similar light product or marijuana or electronic smoking device (now known or here after devised) or any illegal substance in any manner or any form. Smoking can interfere with the quiet enjoyment of other shareholders; therefore, smoking is discouraged in your apartment. Lessor reserves all of its rights and remedies to require that any current smoker make reasonable accommodations to their neighbors and take realistic measures to contain such smoke and/or odor and/or otherwise prevent the second hand smoke and odors entering into other apartments and/or the common areas of the building. If you must smoke in your apartment you must provide adequate air purifiers/filters so no smoke from your apartment infiltrates other units or common areas and so other shareholders are not adversely affected by secondhand smoke.

    Second-hand smoke complaints: Upon receipt of complaints concerning second-hand smoke that are not resolved by sealing the conduits and/or vents, Lessee shall be required to purchase an approved smoke- eliminating HEPA filter device, and must ensure that the HEPA filter be operational and effectively eliminate the source of such second-hand smoke. In the event Lessee fails to purchase the HEPA filter – following notice of such complaint– the Lessor shall have the right to purchase and install such filter and charge the cost to the shareholder as a special assessment.

    No owner, resident or guest shall throw or toss, or permit to be thrown or tossed, any cigarette/cigar butt or any other substance related to smoking out of any window or terrace, into any of the halls, stairwells, elevator cabs, elevator shafts, or onto the entry steps, ramps or

sidewalks to the building.

Non-compliance, after notice, with the requirement to seal the smoker's unit, or to purchase and use a filter device, shall be deemed after fourteen (14) days an intentional violation of house rule #26. Accordingly, any apartment that is found to have vented smoke into a common hallway or has not sealed their unit or has not installed a filter device shall be fined for the first such occurrence.

28. Lessor and its Board of Directors has the right to impose the following fines for non-compliance with any of these rules:
    1st Offense - Written Warning
    2nd Offense - $100
    3rd Offense - $150
    4th Offense - $200
    5th Offense - Fine to be determined by The Board of Directors on a case-by-case basis.

29. All shareholders are required to maintain an active homeowner's insurance policy with a minimum of $500,000 in liability cover and listing 85 Livingston Tenants Corp. as an interested party/additional insured. Management will collect and track policy information to ensure compliance by all shareholders.

    If coverage lapses, the shareholder will have 30 days to provide management with updated proof of insurance. After 30 days, the shareholder will be fined $250 per month that they do not have insurance. This charge can be assessed retroactively.

    If an incident occurs and a liable shareholder does not have insurance, they will not only be required to pay for all repairs out of pocket but will also be charged a one-time penalty of $5000 in addition to the $250 monthly fine.

30. Complaints regarding the service of the building shall be made in writing to the Managing Agent.

31. All residents and their visitors will be required to wear a face covering (covering both the nose and mouth) while in the common areas of the building at all times. Common areas are the lobby, elevators, hallways, laundry room, stair wells and any other areas of the building that is outside of your individual apartment. Those who violate this rule will be subject to fines as outlined in section 28 of these house rules.

32. SUBLET POLICY:
    I. Any shareholder wishing to sublease their apartment must have resided in the apartment for at least three (3) years prior to requesting to sublease their apartment.

    II. You may sublet for a maximum of six (6) one-year terms. The term cannot be for less or more than one year. Should your tenant terminate the lease before the end of the year, you will not be entitled to a refund of your sublet charge and it counts as a full year of your sublease. After six one-year terms, the shareholder cannot sublet the apartment for a minimum of three (3) years before requesting to sublet again.

    III. The renewal of a sublet must be approved by the Board of Directors. You must forward to Management a letter of your intent to renew at least Sixty (60) days prior to expiration.

    IV. Your subtenant(s) may only take occupancy of the apartment after you have been notified of Board approval. A fine of four (4) months maintenance will be charged to any shareholder who has sublet their apartment without first obtaining Board approval.

    V. For sublet renewals, Board approval must be obtained before the expiration date.

    VI. A security deposit equal to two (2) months maintenance will be required and held in an interest-bearing account.

    VII. The sublet fee structure is as follows:
    Year 1 - 20%; Year 2 - 30%; Year 3 - 40%; Year 4 - 60%; Year 5 - 100%; and Year 6 - 110%.
    (all percentages are of the total annual maintenance for the apartment)

33. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time at the discretion of Lessor.

34. These House Rules may be added to, amended, or repealed at any time by resolution of the Board of Directors.

BY RESOLUTION OF THE BOARD OF DIRECTORS, AT A REGULAR BOARD MEETING HELD ON JULY 15, 2020.

AMENDED MARCH 2025.