

General House Rules

1. ELIGIBILITY FOR RESIDENCY

Eligibility for residency is based upon a person's qualifying income. Said eligibility shall be determined in accordance with rules and definitions as propounded by the Landlord from time to time.

Resident(s) understand the definition of Eligibility for Residency as stated above, and agreed to report to Management any substantial change in household income within thirty (30) days.

2. DETERMINATION OF CONTINUED ELIGIBILITY FOR RESIDENCY

Every twelve (12) months after initial occupancy or transfer, the resident may be recertified for unit eligibility. Any change in the occupancy which differs from the Certification on file must have prior approval of the Management Agent at the time of the change in order to determinate eligibility. Resident, must upon written notice from Landlord, agrees to furnish within thirty (30) days the following information:

- a. Complete and accurate information as to the source and amount of income received by each adult family member during the past twelve (12) months.
- b. The place or places of employment and the names and addresses of all employers of each adult member.
- c. Certification that household members presently residing in the unit are the same as listed on the Tenant Certification.
- d. Resident(s) understand that, without good reason, failure to furnish requested information and that misrepresentation of facts upon which eligibility for residency is based is good cause for termination of this Lease.

3. UNIT OCCUPANTS

Tenant hereby certifies and agrees to immediately notify Landlord in the event that there is any change in persons occupying the unit and that the following persons will be the only occupants of the unit:

_____	_____
_____	_____
_____	_____

4. NO SUBLETTING OR ASSIGNMENT

Subletting or assignment of this Lease Agreement or Tenant's rights under this Legal Agreement is prohibited by law. ***The provisions of this Rider with regard to assignment or subletting will supercede and prevail over anything to the contrary contained in the Lease Agreement, including, without limitation, the "rent stabilization lease rider," provided to the Tenant as part of the lease.***

5. ACCESS TO TENANT'S UNIT

Tenant acknowledges that residing in a Low Income Unit will subject the unit to periodic inspections by the Landlord, New York City Housing Development Corporation (HDC) and New York City Division of Housing Preservation and Development (HPD), staff. The Tenant authorizes periodic inspections of the unit for purposes of evaluating compliance of the Project with certain "Uniform Physical Condition Standards" as defined by HUD. Such inspections are required for Low Income Housing Tax Credit (LIHTC) Program Purposes. Advanced notice of at least two (2) weeks will be sent to the Tenant for scheduling and arranging access into the unit for inspecting.

6. PUBLIC ACCESS WAYS

- (a) Tenants shall not block or leave anything in or on the sidewalks, entrances, lobby, elevators, stairways or halls. Public access ways shall be used via the elevator for entering and leaving the apartment and building. Only those elevators designated by the Owner can be used for deliveries.
- (b) Baby carriages, bicycles or other property of Tenants shall not be allowed to stand in the halls, passageways, public areas or courts around the building.

7. BATHROOM AND PLUMBING FIXTURES

The bathrooms, toilets, wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built. Sweepings, garbage bags, acids or other substances shall not be placed in them.

8. REFUSE

Carpets, rugs or other articles shall NOT be hung or shaken out of any window of the building. Tenants shall NOT sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts. Tenants shall not place any articles outside of the apartment, or outside of the building except in safe containers and only at places chosen by the Owner.

9. LAUNDRY

In buildings where laundry facilities are included:

- (a) Laundry facilities are provided for the use of residents only;
- (b) The laundry facilities are available only during the hours posted at the laundry facility;
- (c) The Owner is not responsible for clothes left in laundry facility or for any lost monies; and
- (d) Tenants may not dry or air dry clothes on the roof or on any common interest areas of the subject premises.

10. KEYS AND LOCKS

The Owner may retain a passkey to the apartment and mailbox. [Within the written permission from the Landlord, the Tenant may install an additional lock on the entrance of the Apartment door of not more than three (3) inches in circumference. Locks may only be installed at the designated area(s) on the door and must be installed by **Webster Lock & Hardware**. They can be reached at 718-733-2111. Immediately upon making any installations, Tenants shall notify the Owner or Owner's agent and shall give the Owner or Owner's agent a duplicate key. If changes are made to the locks or mechanism installed by Tenants, Tenants must deliver keys to the Owner. At the end of their tenancy, Tenants must return any keys, which were furnished, to them; Tenants shall pay to the Owner the cost of replacing the lock.

In the event the Owner deems an emergency condition exists in the subject apartment and there is no one present to provide the Owner access, the Owner may forcibly enter the apartment. Tenant will be responsible for the cost of replacing/repairing the door. There will be a \$25.00 charge for making duplicates of lost keys. In the event that you loose your keys and need to be let into your apartment, you must give the building manager 8-hour notice

11. NOISE

Tenants, their families, guests or visitors shall not make any disturbing noise in the apartment or building or permit anything to be done that will interfere with the rights, comforts or convenience of other Tenants. Also, Tenants shall not play a musical instrument or operate or allow to be operated a stereo, radio or television set between the hours of 11:00pm and 8:00am if the same shall disturb or annoy other occupants of the building. Tenants shall not give or permit to be given any vocal instrumental instructions in their premises at any time.

12. NO PROJECTIONS

An aerial of any type may not be erected on the roof or outside walls of the building without written consent of the Owner. This includes antennas, satellite dished, flags or any other projections. Also, awnings or other projections shall not be attached to the outside walls of the building.

13. NO PETS

No dogs, cats or animal of any kind shall be kept or harbored in the apartment. Individual exceptions will be made for service, guidance or assistance animals. Unless carried or on a leash, a dog shall not be permitted on any passenger elevator or in any public portion of the building. Also, dogs are not permitted on any grass or garden plot under any condition. BECAUSE OF HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS THAT ARISE FROM THEN UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISION OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. A TENANT'S FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED FOR A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER LEASE. THE LANDLORD MAY ELECT TO END THIS LEASE, BASED UPON THIS VIOLATION.

14. SMOKING

Smoking is not allowed in the hallways, lobby, community rooms, laundry facilities, elevator, any other public area. If you live in a **NO SMOKING** building, smoking is also not permitted within your apartment.

15. MOVING

Tenants can use the elevator to move furniture and possessions only on designated days and hours. Tenants must provide the Owner with at least seven (7) days written notice of their intent to use the elevator for the purposes herein described and must obtain the Owner's written permission (Move-In/Move-Out Pass) to do utilize elevators. In the event, the date chosen by the tenant is unacceptable to the Owner, the Owner shall immediately notify the tenant of an alternative date. Owner shall not be liable for any costs, expenses or damages incurred by Tenants in moving because of delays caused by the unavailability of the elevator. Wall padding for the elevator must be used when moving into apartments.

16. FLOORS

Apartment floors **may not** be covered with carpeting.

17. WINDOW GUARDS

IT IS A VIOLATION OF LAW TO REFUSE, INTERFERE WITH INSTALLATION OR REMOVE WINDOW GUARDS WHERE REQUIRED.

18. INSTALLATION OF AIR CONDITIONERS

The Tenant must provide his/her air conditioning unit(s) that fit within the sleeve(s) provided. Window style air conditioners may not be installed in windows leading to a fire escape or where there is no sleeve. Tenants who violate this rule will be held legally and financially responsible for any damages caused by their inappropriate or unauthorized installation. If requested, landlord will install the tenant's air conditioner (as provided by tenant) for a fee of \$50.00 per air conditioner. This amount will be included in your rent statement and will be due upon receipt of your next statement. Any future installation or removal of air conditioners will be charged a fee of \$20.00 provided it is in the same window sleeve.

Where applicable, air conditioner sleeves will be services annually by the Managing Agent's Maintenance Staff. You will be given ample notice before this preventative maintenance procedure will commence. You are required to provide access to your unit. It is expected that you will have an area in front of the air conditioner free of any and all obstructions (i.e. furniture, boxes, etc.).

19. MONTHLY FEE/LATE CHARGES

The monthly rent amount is due before the tenth (10th) day of each month, payment made thereafter will be considered late. A late fee of \$25.00 will be charged to any Tenant with a late rent payment. This fee must be paid along with your rent in order to make your account current. The Owner and Managing Agent reserve the right to refuse a Tenant's personal check if prior personal checks of that Tenant were returned by the bank.

20. NON-PAYMENT OF RENT

Rent not received by the end of the month will result in LEGAL PROCEEDINGS. If the Landlord is forced to initiate legal action to evict a Tenant, the Tenant will be responsible for payment of reasonable legal fees

incurred by the Landlord. Any fees incurred pursuant to this paragraph shall be deemed additional rent to be payable by the Tenant as much.

21. BAD CHECKS

A \$25.00 fee will be charged for each check returned for insufficient funds in the account.

22. DAMAGE

Tenants will be charged as additional rent the cost of repairing or replacing any damages to the Premises, caused by them, their guests, visitors, agents, invitees or licensees.

Tenants assume full responsibility for all actions of their guests and agree to assume all financial responsibility for any damages caused by their guests.

The Tenant will be responsible for and reimburse the Owner for any expenses incurred for any GRAFFITI writing, markings, cuttings, slashing and injury or negligence to the building by any occupants, guests, or visitor. Any expenses the Owner incurs for graffiti writing shall be payable by the Tenant as additional rent.

23. ELECTRIC BATHROOM AND KITCHEN HEATERS

Those Tenants who have electric bathroom, kitchen or other space heaters are responsible for **any electric fees generated through normal operation along with their care, upkeep and maintenance.**

24. PARTIES IN RESIDENCE

The Owner, in its sole discretion, reserves the right to limit the number of parties any Tenant may have in his or her apartment in any given month. Any such limitation shall be set forth to the Tenant in writing. The Owner further reserves the right to limit the time period of any parties, including, but not limited to, the time any party commences and the time the party ends. The Owner further reserves the right to impose any other limitations on parties that the Owner, in its sole discretion, deems reasonable.

25. RECYCLING LAWS

Effective September 14, 1992, recycling is required by law for New York City residents. Every Tenant in every apartment building in the five boroughs has a responsibility to make sure recyclable materials are kept separate from garbage and properly placed out for collection. Tenants are required to keep recyclable material separate from their regular trash.

Materials to be Recycled:

- Plastic bottles and jugs
- Glass bottles and jugs
- Metal cans
- Aluminum foil and tins

Tenants must rinse all of the above items prior to recycling. Additional recycling materials include newspapers, magazines, catalogs, phone books and flattened corrugated cardboard boxes. The Tenant must tie these recyclable materials in bundles, NO MORE THAN 18 INCHES HIGH. A collection area for recyclables will be located in each trash room. All BULK items should be brought to the first floor trash room for disposal. Tenants will receive printed information regarding recycling laws; there will be a wall posting in each compactor room. Remember that recycling is a New York City law. **If you do not recycle, you may receive a summons.** Your efforts save the limited space, and helps control waste disposal costs.

26. COMPACTOR ROOM AND GARBAGE DISPOSAL

Tenants are responsible for disposing their trash in the proper receptacles where provided, being mindful of the recycling requirements of New York City. All trash should be tied securely before disposal. Wrap dust, flour or powdered waste before depositing in compactor or receptacles. Tenants should refrain from forcing large bundles into the chute and shall NOT deposit any waste of an explosive nature. **You must dispose of your non-recyclable trash in the compactor chute or receptacle.**

27. USE OF FIRE STAIRS

Because the safety of all our Tenants is a priority, security measures are in place restricting the use of the fire stairs except in the case of an emergency. The fire stairs will not be utilized by anyone except in the event of fire or other emergency or unless the elevator is not working.

28. WASHING MACHINES, DRYERS, DISHWASHERS

Tenants are not permitted to operate a washer, dryer, dishwasher, or freezer in their apartment. Nor shall any of the aforementioned items be brought into or kept in any apartment. Also you cannot place any water-filled furniture or fish tanks in the apartment.

29. EXTERMINATOR VISITS

Tenants are required to provide the duly authorized pest exterminator swift access to their units on a periodic basis to maintain sanitary and safe conditions.

30. LANDSCAPING

Tenant shall reimburse or compensate Owner for any injury or damage to trees, shrubs or plants in or outside premises caused by them, any family member, visitors, guests, agents, invitees or licensees. Any reimbursement or compensation the Owner is entitled to pursuant to this paragraph shall be payable by the Tenant as additional rent.

31. ADVERTISEMENTS

No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant, visitors or guests on any part of the outside, inside, door or any part of the building without prior consent of the Owner.

32. ROOF-NO ENTRY

Tenant, family members, guests, employees, agents, visitors or licensees ***shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the of the building.***

33. PLAYING OR LOITERING

No Tenants, children, guests, family members, employees, agents or licensees will play, loiter or lounge in any public areas, stairways, or corridors of the building.

34. APARTMENT WINDOW DRESSINGS

Tenants can use only materials specifically designed as window dressings to cover windows. Sheets and paper products are not permissible.

35. SMOKE DETECTORS

The Owner will provide hard-wired smoke detectors in each unit and Tenants are responsible for maintaining the smoke detectors in good condition.

36. WINDOWSILLS

Tenants are not permitted to keep, store or operate anything on their windowsill or any other exterior area.

37. ROLLER SKATING, BICYCLING

Tenants, their families, children, visitors, guests, employees, agents or licensees may not roller-skate, skateboard, ride bicycles, roller-blade, play ball of any sort in any public corridors, stairways or any of the exterior landscaped area.

38. RESIDENCY

Tenants should keep their apartment doors closed and locked even while they are home. Tenants must provide access to their apartment immediately in case of emergencies. In other cases, Tenants will be contacted 24 hours prior to any needed access.

39. ENTRY

The Owner and/or Managing Agent will provide access to Tenants apartments only to those identified on the occupancy agreement and those authorized in writing by the Tenant. Owner and/or Managing Agent are not responsible for lost or stolen property.

40. APARTMENT MAINTENANCE

Tenants are not permitted to make alterations, additions or improvements to their apartments without the written approval of the Owner except for ordinary interior painting. Tenants are not permitted to make holes in the ceilings, walls and doors of their apartment except for picture hanging (i.e. ceiling or wall fans)

Tenants making unauthorized alterations will be required to pay and additional security deposit. The amount of the additional security deposit will be at the sole discretion of the Landlord.

Tenants are required to report any repairs or maintenance needs to the Managing Agent's Maintenance Staff or Super immediately, especially when delay might cause further damage to electrical and plumbing apparatus. Tenants will be required to pay the Owner the cost for repairing stopped up wasted drains, drainage overflow, window and screen repair, and the like if such were caused by the negligence or misuse of Tenants, their guests, family members, invitees or licensees. Tenants agree to repair and maintain their apartments at their own expense as follows: Any repairs or maintenance necessitated by their own negligence or misuse of their guests, family members, invitees or licensees; Any redecoration of the interior of their apartments during their tenancy; Any repairs, maintenance or replacement required on items in their apartment NOT furnished by Owner; All repairs must meet minimum standards of the Owner as well as the applicable Housing Code. Tenant will be charged a \$50.00 fee for failure to cancel scheduled maintenance appointments at least 24 hours in advance.

41. COMBUSTIBLE OR EXPLOSIVE MATERIALS

Tenants are not permitted to bring in or keep combustible or explosive materials or any toxic or hazardous substance except routine household cleaning products in amount permitted and applicable by law.

42. OCCUPANCY

The apartment shall be occupied solely for residential living purposes by Tenant and household as identified in the Tenant Income Certification and other information submitted to the Landlord, and if Tenant permits any occupancy by other persons or use for any other purpose, that occupancy or use shall be a material breach of this lease. Tenant understands and acknowledges that those persons listed in the New York City Housing Development Corporation Low Income Tenant Income and Family Size Certification are the only persons to occupy said apartment.

Tenant shall notify Landlord of any additional occupants of the apartment, including newborn children, within thirty (30) days of any such occupancy. Nothing herein shall be deemed to permit occupancy by additional person(s).

43. DRUG-FREE HOUSING

- a. You, any member of your household, or guest or other person under your control shall not engage in criminal activity, including drug-related criminal activity, on or near property or promises. "Drug-related criminal activity" means the illegal manufacture, sale distribution, use or possession with the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), as from time to amended.
- b. You, any member of your household, or a guest or other person under your control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity on or near property premises.

- c. You or members of the household will not permit the dwelling unit to be used for, or facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- d. You or any member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near property premises or otherwise.
- e. You, any member of Your household, or a guest or other person under Your control shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms, on or near property VIOLATION OF THE ABOVE PROVISIONS SHALL BE MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the lease provisions of this addendum shall be deemed a serious violation and a material noncompliance with the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of evidence.
- f. If the Owner acts under paragraph 5 above, You shall cooperated with the owner in any efforts to require any person engaged in drug-related criminal activity to permanently move out of Your apartment and stop using your apartment for drug-related criminal activity. You hereby grant to the owner all of your rights under the Lease as necessary for the owner to accomplish this purpose.
- g. In case of conflict between the provisions of this Addendum and any other provisions of the lease, the provisions of the Addendum shall govern.
- h. This Addendum is incorporated into the Lease executed or renewed this day between the Owner and you.

ACKNOWLEDGEMENT AND SIGNATURE

I have read the Lease, as well as all attached rules, regulations, attachments and addenda, and understand and agree to abide by all the terms thereof

Executed on this _____ day of the month of _____ in the year 20__ in the City of New York, State of New York.

TENANTS:

OWNER:

