

RESIDENTS' MANUAL



(circa 1940)

Rules, Procedures, and Guidelines

9 East 13th St.

12 East 14th St.

New York, NY 10003

www.7-11e13.com

(updated: May 2008)

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About This Manual

This manual has been prepared to acquaint residents with essential and useful information about the 7-11 East 13th St. Tenants' Corp. (the "Co-op"). It is an amendment and restatement of all prior drafts of the House Rules (the last restatement was in 2003). The terms "Shareholders' Manual" and "House Rules" are used interchangeably throughout this document. The House Rules were approved by the Board of Directors of the Co-op pursuant to Paragraph 13 of the Proprietary Lease issued to all shareholders. These House Rules supplement the Proprietary Lease.

Shareholders must comply with these House Rules. Failure to comply can result in action by the Board, which in the case of serious or repeated violations could include fines or revocation of the shareholder's Proprietary Lease and eviction from the Co-op. Each shareholder is responsible for the behavior of any person inhabiting his or her apartment, whether family members, friends, guests or subtenants. Thus, each shareholder should be familiar with the terms of the Proprietary Lease and of these House Rules, which together set forth the duties and obligations between the shareholders and the Co-op.

The information in this manual is also available on our Web site, where you will also find neighborhood news and other updates:

www.7-11e13.com

Emergency Procedures

Fire or Police Emergency:
In case of emergency: call 911

Medical Emergency:
In case of emergency: call 911

Gas or Electrical:
Call Con Edison at 212-243-1900.
Please keep flashlights and candles on hand to use in case of a power outage.

Building Contacts (as of 2008)

Board Members

Board members are ultimately accountable for all Co-op issues. For any problems or issues that cannot be quickly solved by the superintendent, please contact both the managing agent (see below) and one or more of the Board members.

- * Leslie Skillen (President) lskillen@getnicklaw.com
- * Peter Nakada (Vice President) pnakada@yahoo.com
- * Lia Levenson (Treasurer) ll494@columbia.edu
- * Don Willmott (Secretary) don.willmott@hotmail.com
- * Rick Martin (Member) rickpm@aol.com

Superintendent

For building maintenance issues, please contact our superintendent:
Niall Cooney 917-621-6252 (cell phone)
niall@7-11e13.com

Managing Agent

Our managing agent is Akam Associates.

- * Patty Marcus (Management Executive) pmarcus@akam.com
212-986-0001 extension 176
- * Anthony Grimaldi (Patty's assistant) agrimaldi@akam.com
212-986-0001 extension 142

About Our Co-op

Our Co-op is a residential co-operative corporation called 7-11 East 13th Street Tenants' Corporation, organized under the laws of the State of New York. Its operations are governed by federal, state and local law.

Each shareholder of the Co-op owns shares of stock in the Tenants' Corp., whose major asset is a portion of the building located at 12 East 14th Street and 9 East 13th Street. Our building was built in 1889 and converted to a residential apartment building in 1980.

The Co-op is part of a condominium composed of the street-level commercial unit of the building (currently occupied by various retail outlets and rented from the commercial owner) and the upstairs residential apartments (the Co-op). Pursuant to a Proprietary Lease, to which each shareholder is a party, each shareholder may exclusively occupy one or more of the apartments in the Co-op. The Co-op has 37 apartments owned by shareholders, plus one commonly held apartment occupied by the building Superintendent.

The residents and shareholders of a Co-op share management responsibilities, working to maintain quality of life at reasonable costs. There is no "landlord" here. We are each other's landlord. The Bylaws of the Co-op require the shareholders to elect a Board of Directors, referred to through this document as the Board. The Board manages the Tenants' Corp. and is responsible for making decisions about the operation, rules, and management of the Co-op.

Two members of our Board of Directors also serve on the Board of the Condominium along with the representative from the owners of the commercial space.

Building Management

Our Co-op is managed by the following groups of people:

Board of Directors

The Co-op has a five-member Board of Directors, which is elected at the annual meeting of the shareholders. The Board consists of a President, two Vice Presidents, a Secretary and a Treasurer. The title of each Board member confers no special power, but the Secretary is responsible for seeing that this information is transmitted as well as maintaining the minutes of the Board meetings, and the Treasurer is responsible for approving co-op expenses and seeing that all co-op bank and investment accounts are notified when new officers are elected. The Board members are all shareholders themselves, and (usually) have full-time jobs. Therefore, the Board enlists the help of others: other shareholders via committees and a professional managing agent.

The Board is elected "at large" and, upon election, each new Board elects its officers and notifies the shareholders, Managing Agent, accountant, attorney, and Superintendent of the officers elected. Outgoing officers are responsible for promptly turning over to the Board all Co-op files and records. Board members are unpaid volunteers. The Board's duties include: reviewing contracts, making decisions about maintenance, budgeting, construction, etc. In addition, the Board has over the last few years, spent a great deal of time and energy addressing issues related to the commercial space and its implication on building systems as well as managing litigation.

Committees

From time to time, the Board establishes committees to assist the Board and seeks shareholder participation on the committees. Committees are chaired by members of the Board. All shareholders are encouraged to serve. In this way, shareholders can gain a more thorough understanding of the management of the building and bring a collective and cooperative spirit to the building. Serving on a Committee also helps free up Board members' time for the duties that must be handled directly by the Board.

Managing Agent

We retain a professional managing agent that manages both the day-to-day aspects of the building, plus assists on capital projects. While they do a lot, they are no replacement for an active and involved Board. At present, Akam Associates is responsible for day-to-day operation of the building, supervision of the Superintendent, collection of monthly maintenance, payment of bills and record keeping. The Managing Agent also represents the Co-op at closings on the sale of apartments.

Superintendent

The Superintendent lives in Apartment 2D and serves the building on a full time basis. The Co-op pays the Superintendent a salary and certain benefits, as determined by the Board. The use of Apartment 2D is part of the Superintendent's compensation.

Other Service Providers

Accountant

The Co-op retains a Certified Public Account, currently the firm of Marin & Montanye LLP, to perform the Co-op's annual financial audits, which are distributed to the shareholders at the annual meeting. The accountant also sends a statement to shareholders by end of January each year, setting forth the amount per share that shareholders may deduct from income taxes owing to the co-op real estate taxes and interest on the co-op's mortgage.

Attorney

The Board seeks the advice of counsel from time to time on various legal matters affecting the Co-op. The Board does not maintain any particular attorney or law firm on retainer and always strives to keep legal costs as low as possible.

Maintenance Payments

Maintenance is due from shareholders on the first of each month. Shareholders are required to pay maintenance on time every month! The Board permits a 10-day grace period in payment of monthly maintenance. Paying maintenance on time enables the Co-op to meet its scheduled obligations and carry on building business in an orderly fashion.

Late Fees

Accordingly, the Co-op imposes a late charge of \$100 for maintenance payments not received by the Managing Agent by the 10th of the month, for each month in which the payment is not received (i.e., failure to pay maintenance for two consecutive months results in three \$100 late fees). If you anticipate difficulty paying your maintenance on time, please contact the Managing Agent before your monthly payment is due.

Fees for default notices on past due maintenance and fees for court proceedings to enforce the Proprietary Lease are the responsibility of the shareholder whose conduct has made such action necessary.

Insurance

The Co-op carries both fire insurance to insure the structure and all public areas as well as liability insurance to protect it against claims resulting from accidents for which the Co-op might be liable. The Co-op also carries Directors and Officers Liability Insurance. **THE CO-OP'S INSURANCE POLICIES DO NOT COVER THE PERSONAL INTERESTS OR LIABILITY OF INDIVIDUAL SHAREHOLDERS.** Generally, an easy way to think about the difference is as follows: anything within the interior of an apartment, including the interior walls and paint, is the shareholder's responsibility. Anything inside the walls of the building or in the common areas is the responsibility of the Co-op.

If, for example, a fire destroyed your apartment, you would be responsible for rebuilding it and replacing its contents. At most, the Co-op would be responsible for restoring the mechanical services to your unit. To be uninsured, therefore, carries a significant risk.

For this reason, **ALL SHAREHOLDERS ARE REQUIRED TO SECURE THEIR OWN FIRE, THEFT AND PERSONAL LIABILITY INSURANCE TO PROTECT THEMSELVES, THEIR NEIGHBORS AND THEIR PERSONAL PROPERTY.** The Co-op requires each shareholder to purchase and maintain sufficient homeowners' insurance (sometimes called "co-op insurance").

If you do not wish to insure your personal possessions against loss, that is your business. But, a problem in one apartment can damage another apartment. A fire, flood, or smoke condition in your apartment can ruin all of the contents of your neighbor's apartment. A guest in your apartment can start a fire that damages another apartment, slip and fall inside your apartment, or injure another shareholder. Thus, each shareholder must carry sufficient insurance to cover that possibility. This is to protect the entire Co-op.

The Co-op requires that each shareholder carry \$500,000 of liability insurance. The Board recommends that each shareholder carry at least \$1,000,000 of liability insurance.

Beginning in 2007, the Co-op requires proof of insurance upon the transfer of shares to a new owner.

Facilities and Services

Keys to Exterior Doors

Front door keys

Your front door key unlocks all the following:

- * 12 East 14th Street front and stairwell doors
- * 9 East 13th Street front door & doors to the garbage/recycling area.

These doors should NEVER be left open or unlocked. Shareholders are responsible for anyone they let into the building. If you need additional keys, you may have them made at a hardware store or locksmith, or you can purchase additional keys from the Co-op at cost.

Elevator keys

Do not use the "fire key" to operate the elevators. Use of the "fire key" is illegal and can result in a substantial fine by the Fire Department. Each apartment was given two elevator keys at no cost. In the event a shareholder loses an elevator key a new one will be provided at cost. It is difficult to obtain copies of these keys from hardware stores, and such copies may not work correctly. Therefore, if you lose your elevator key, please contact the Superintendent or a Board member to secure a new key. Also, since the elevator key represents a measure of the building's security, please be sure to guard your keys at all time.

Apartment keys

Shareholders must provide the Superintendent with a copy of the keys to their apartment. These keys will be kept in a lock box and used only in case of emergencies or at your request if you misplace your keys. The keys are coded in such a way that only the Super knows whose keys are whose.

If you do not provide a set of keys, and the Co-op must enter your apartment by drilling out or otherwise removing your locks, you will be responsible for those costs. The Co-op will not re-install locks for that shareholder or be responsible for securing the contents of any apartment entered under these circumstances.

Mailbox keys

Residents have keys to their mailboxes. Our Post Office, Cooper Station, NY 10003, is located at the corner of 11th Street and Fourth Avenue.

Intercom

The building is protected by an intercom system in each apartment. All visitors must identify themselves to the satisfaction of the shareholder before entering the building. NEVER ADMIT ANYONE TO THE BUILDING WITHOUT ASCERTAINING THEIR IDENTITY. Your safety and that of your neighbors depends upon it.

After using the intercom, you must push the button on the elevator to call the elevator up for your visitor. Please be sure to return the intercom telephone to its hook.

It is the Co-op's responsibility to maintain the audio portion of the intercom, but if a video unit should fail, the cost of its repair is borne by the shareholder.

Heat, Electricity, Water, and Gas

Heat is provided by a gas boiler located in the 13th Street basement and a steam piping system that runs throughout the building. The building invested in a major upgrade of the heating system in the fall of 2002 to ensure that heat is more evenly spread throughout the building and the fuel is more efficiently utilized. Our building is old and difficult to heat evenly. Not every apartment can be heated to the same level at all times. Nor is it possible to provide individually controlled heat to each apartment at a price that the Co-op could afford.

If you experience either overheating or too little heat, please let the Managing Agent know. The Co-op can suggest ways to increase or decrease the amount of heat in your apartment. Shareholders, however, are responsible for the installation and maintenance of radiators and the steam piping that serves them once such piping emerges from the wall of each apartment. The Co-op has the authority to require shareholders to repair radiator units that leak, make banging noises, or do not work properly.

Electricity for hallways, intercoms and elevators is provided by the Co-op.

Electricity for individual apartments is the responsibility of the shareholder who occupies the apartment.

Water bills are paid by the Co-op, and thus by the shareholders. Shareholders are encouraged to conserve water particularly in the summer months or when New York State announces water shortages.

Gas is generally not available in the Co-op. A few tenants had gas pipes installed when the building was converted to a cooperative. These gas lines are not individually metered. Therefore, the annual gas bill is divided evenly among all apartments that have a gas connection.

Trash, Recycling, Disposing of Large Items

Waste Disposal

On 13th St., household trash should be deposited in the trash chute on each floor, enclosed in sealed plastic bags strong enough to resist the fall to the compactor room without bursting. On the 14th St. side, trash should be carried to the garbage cans located in each floor's back stairwell.

Bottles and other heavy items should not be thrown down the chute as they can damage the compactor and/or injure the Superintendent. Furthermore, paint cans and other heavy or very messy items should not be thrown down the chute. Please leave these items in the back hall and contact the Superintendent to arrange for proper disposal.

Recycling Newspapers, cardboard boxes and other paper recyclables should be placed in the recycling bins on each floor. In addition, metal and plastics and glass should be replaced in the appropriate bins.

Special collection must be arranged for large items such as furniture, mattresses, or construction debris that cannot be bagged. Please call the superintendent about proper disposal of these items.

Smoke Detectors & Sprinklers

Smoke detectors

Smoke detectors are installed in every apartment as required by New York City Law. These smoke detectors are the responsibility of the shareholders to maintain. They should be vacuumed periodically to keep them free from dust and debris, and each detector should be tested monthly by pushing the test button, which should cause the alarm to sound.

Defective smoke detectors must be replaced. Someday, your safety and that of your neighbors may depend on it.

Each apartment also has a carbon monoxide detector.

Sprinklers

Each Apartment contains fire-activated sprinklers.

Laundry Facilities

Coin-operated laundry rooms are located on the 3rd floor of the 14th Street side and the 5th Floor of the 13th Street side for use by residents.

As a courtesy to your fellow shareholders please do not leave clothes in the machines after the cycle has finished. Please turn off lights and close laundry room door when you leave.

Report any maintenance problems with the laundry rooms to the Superintendent.

Building Maintenance and Repairs

The Superintendent is responsible for the day-to-day operation of the Co-op building, and for making minor repairs within his skill. Major capital improvements, repairs or replacement of building systems (e.g., elevator, heat, sprinklers) are the responsibility of all shareholders and the Board as the elected governing body of the building makes decisions about implementing these types of projects.

Shareholders bear full responsibility for the maintenance of the interior of their apartments. As noted in the section on insurance, shareholders are responsible for damage caused to other apartments by leakage or flow of water or gas from any pipe, basin, tub or other equipment within the their apartments.

If repairs are required on an emergency basis, contact the Superintendent and the Managing Agent. As noted above, the Superintendent is capable of performing minor repairs, if you make arrangements with him for compensation. Any major repairs (e.g., shutting off water, heat, gas or electricity, or repairing water damage) will certainly involve the co-operation of your neighbors and the involvement of the Managing Agent. Therefore, the sooner you alert the Managing Agent to the problem, the quicker the problem can be fixed.

1) **The Super can fix minor problems within the boundaries of your apartment** such as leaky faucets or bathroom grout. You should arrange a time with the Super that is at a reasonable hour. You should pay the Super for the work he does for a fee upon which you mutually agree. Whatever that fee may be, it will be far cheaper than calling in an outside professional.

2) **The super can evaluate an infrastructural problem that is affecting your apartment.** Problems within the walls and problems with the roof and exteriors, for example, are usually the responsibility of the co-op to solve. That includes wiring and electrical problems or various heating concerns. The Super works with the managing agent to bring in professionals to handle such things. This can take time, and it can also require gaining access to your apartment. Unfortunately, that's a reality of life in an apartment building, and we need to cooperate, no pun intended.

If you call a professional to address what turns out to be a building concern, the Board may not reimburse you. And the Super is not required to call in a professional until he clears it with the Board and Akam (except in the case of what he deems a true emergency). This is important for obvious financial reasons.

One pivotal reminder: if the problem affecting one apartment is caused by faulty upkeep in another apartment—shareholder A's leaky bathtub messes up shareholder B's walls, for example—then shareholder A will be required to pay for all resulting repairs. This is not a new rule, and it's the reason why the Co-op requires everyone to have homeowners' insurance and to make sure their bathrooms are watertight and their apartments are ship-shape.

3) **The Super can address true emergencies** such as fire or a smoke condition or a cascading leak. The Super lives here and can be reached 24/7, but only for real emergencies. He is not on call at all hours for routine maintenance.

Windows

Generally, windows are the responsibility of the Co-op, except that interior window frames and sills must be painted and maintained by shareholders. If a window breaks, the Co-op will pay for its repair and will provide a basic window. In some instances shareholders have requested special windows and the Co-op is generally willing to allow such windows if the shareholder pays the additional cost. Likewise, some residents undertake to replace windows. Such replacement must be approved by the Board, through the regular alteration approval process, described below. Shareholder-installed windows become the responsibility of the shareholder. The Co-op will not replace or repair them, except by installing basic, standard windows if necessary.

Stairwells, Hallways and Fire Escapes

Stairwells and hallways and fire escapes may not be obstructed by any personal possessions. This is most definitely not a storage area. In the event that the City levies fines against the Co-op for obstructions of any kind, the fine will be the responsibility of the offending resident.

In the future, a policy may be developed allowing limited use of the stairwells for the storage of bicycles. Currently, ladders may be stored on the 14th Street side, if mounted to the walls.

The hallways may not be decorated or furnished by individual shareholders.

Children are not allowed to play in public hallways, stairways, or fire escapes and are not allowed on the roof without an adult.

Exterminator

Our building has an exterminator who provides periodic service. The Superintendent will post notice of when the exterminator is coming and shareholders may sign up to have their apartments exterminated.

Cable TV & Internet

Currently, the only cable television service available in the Co-op building is from Time Warner Cable. For cable hookup, please contact Time Warner at 212-358-0900. No Board approval is necessary. Cable modem Internet service is also available through Time Warner Cable, and Wi-Fi networks in individual apartments are increasingly prevalent.

Under federal law, certain residents may be able to install satellite television dishes. Any such installation requires prior approval of the Board, however, to ensure the safety of the building and compliance with federal law.

Noise Issues

No shareholder 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 shareholders.

Roof Rights

Under the Proprietary Lease, the right to use the roof is allocated exclusively to tenants in apartments 3G, 3H, 5A, 5B, 5C 5D, 5E, 5F, 5G, 5H and 5J.

No roof areas for other tenants have been allocated. Therefore, other building residents may not use the roof except at the invitation of a shareholder who has roof rights, or to access the fire escapes. Below are the policies set by the Co-op with respect to the use of roof rights. Please consult the Managing Agent or a member of the Board if you have any questions regarding your roof rights.

The Co-op has placed certain restrictions upon the use of the roof area belonging to each apartment. These restrictions are designed to ensure the integrity and proper functioning of the roof and to maintain the warranty given by the manufacturer of the roof. A leak in the roof can reach the lowest levels of our building, and potentially affects all shareholders.

Any use of the roof must comply with such restrictions, including the requirement that, prior to such use, the roof surface be covered or otherwise protected in a manner appropriate to the intended use, that such protection be approved by the Co-op's engineer and by the Board prior to installation, and that the shareholder requesting approval is responsible for the costs associated with such approval and the actual materials used to cover the roof. Thus, shareholders may not simply place chairs, tables, plants or other items on the unprotected roof. Such items may be removed by the Co-op without notice and at the owner's risk and expense.

In the event that a shareholder transfers any portion of the roof rights belonging to that shareholder to any other apartment within the building, an adjustment of the maintenance or of the number or shares issued with respect to both apartments may be necessary.

Any improvement or other roof project must be approved by the Board in advance of beginning that project. This, too, is to protect the roof surface, ensure the continued integrity of the warranty and protect the Co-op. The roof is also a fire escape and contains mechanical equipment that services the entire building.

Any use of the roof, therefore, cannot block access to the fire escapes or to mechanical equipment. In addition, any improvements must be easily moved to allow access to the roof underneath, so repairs can be made.

Selling Your Apartment

When you have a purchaser for your apartment, contact the Managing Agent, who will inform you of the necessary forms, references and financial information required of your prospective purchaser.

Required Documents

As of 2007 the required documents include (this list is not exclusive and is subject to change from time to time and depending on the purchaser):

- * Purchase Application
- * Contract of Sale
- * Two Years of Tax Returns
- * Financial Statements
- * Copies of Bank Statements
- * Letters from Employer and Prior Landlord
- * Personal reference letters (minimum of three)
- * Credit Checks and \$55 for the cost of such checks
- * Lead paint disclosure
- * Copy of Loan Application
- * Copy of Commitment Letter and Recognition Agreements
- * Processing Fee of \$300
- * Purchasers should provide six (6) copies of this package of documents for review by the Board.

The Board Interview

The Managing Agent will arrange for a mutually convenient time for your prospective purchaser to be interviewed by Board after the Board has had an opportunity to review the purchaser's package. If your purchaser is approved by the Board, a closing date and time will be arranged by the Managing Agent. At the time of the closing, all fees and charges due to the Co-op must be current and the apartment must be in conformity with all applicable building and fire codes, or funds sufficient to bring the apartment into compliance must be placed in escrow.

The Flip Tax

A resale fee (or "Flip Tax") of \$40 per share is collected by the Co-op at the sale of each apartment.

Refinancing Your Apartment

Shareholders wishing to refinance their apartments should contact the Managing Agent for the proper forms to be present to the Board to obtain approval. In most cases, refinancing requires Board approval.

Subletting Your Apartment

Like most co-ops, our building limits shareholders' ability to sublet. A sublet, which is defined as anyone other than you living in your apartment for more than 30 days, is permitted for no more than three of every five consecutive years, and when you propose to sublease the apartment you must provide a completed sublet application and pay any sublet application fee required. And there is additional maintenance to pay: 10% for the first year of the sublease; 20% for the second; and 30% for the third. Illegal subletting is subject to financial penalties.

A sublet is defined as follows:

1. occupancy of an apartment for more than one month
2. in the shareholder's absence
3. by persons other than those permitted to occupy the apartment pursuant to paragraph 15 of the Proprietary Lease (or as provided by law).

Because the presence of subletters in the building can cause problems, including difficulty obtaining financing for shareholders, other purchasers and the Co-op, the following rules govern subletting:

- * All subtenants and subleases must be approved by the Board prior to the commencement of any sublease;
- * The shareholder proposing to sublease the apartment must provide a completed sublet application in the form required by the Co-op and pay any sublet application fee required.

Moving In & Out

The Co-op places few limitations on move in and move out dates, but the Managing Agent must be informed in advance of any proposed dates. This is to ensure that the superintendent has the opportunity to install protective padding in the elevators and to make sure that the move does not conflict with elevator repairs or other projects.

IN THE PAST, SHAREHOLDERS HAVE HAD TO CANCEL THEIR MOVE IN OR MOVE OUT BECAUSE THEY HADN'T COORDINATED WITH THE SUPERINTENDENT. PLEASE PLAN AHEAD.

Naturally, shareholders are responsible for any damage done to the hallways or other common areas of the building in the course of moving in or out of the building.

During move-ins, move-outs and alterations, elevators are often held on one floor to permit loading and unloading of items. Shareholders should respect the rights and needs of other residents by allowing elevators to move as normally as possible. Accordingly elevators should not be held on a floor for more than the minimal time required for loading and offloading.

If shareholders need to hold the elevator on a floor, this must be done by holding the "door open" button on the elevator or the call button outside the elevator door.

NEVER OBSTRUCT THE ELEVATOR DOOR TO PREVENT IT FROM CLOSING— our elevators are not designed that way, and blocking the doors will break them, and may cause elevator burnout or mechanical failure. The expense of repair is greater than you can afford!

Making Alterations to Your Apartment

Although the Board generally encourages shareholders to improve their apartments, Board approval is required before any alteration or renovation can be done in an apartment.

Shareholders planning renovations must submit plans to the Board for approval. Renovations are often significant projects that cannot be approved immediately or completed in less than a month or two from submission to approval to construction. Plan accordingly!

Some alterations do not, generally, require the submission of a complex alteration proposal. For example, patching holes in sheet rock, repainting a room (without sanding old paint), changing light fixtures or faucets, and similar repairs that do not interfere with building operations or involve outside contractors, will not ordinarily require more than a simple written approval of the Board, which can be obtained upon a straightforward written request.

Other alterations require the submission of a formal alteration proposal and agreement, and explicit Board approval. Any work that requires a building permit—electrical, mechanical or plumbing, for

example—falls in this category. Work that involves the roof, shuts down building systems (e.g., sprinklers, heat, water), continues for more than a few days, is noisy or disruptive, or involves the removal of debris will certainly require formal approval at some level.

In the case of bathrooms:

- All work should be performed by a licensed plumber.
- Where possible, all valves and pipes should be replaced back to the riser.
- Architectural review is only necessary if there is a change in the layout of the fixtures (tub, sink etc). If these are simply being swapped out then his review is not necessary.
- A lead pan (or a vinyl version) should always be installed below shower stalls but is not necessary below a tub. However, any bathroom which is above a dry room should have a lead pan installed underneath the whole bathroom. If there is a bathroom beneath then the lead pan is not deemed necessary.

Shareholders are encouraged to speak informally with the Managing Agent or a Board member to get a feel for what level of approval is likely to be required and the steps involved. The Board understands that shareholders may not wish to pay for the services of engineers or architects without some assurance that their plans may be approved. The Board is anxious to ease the process by providing feedback to shareholders early in the process. Please, take advantage of that opportunity.

How to Obtain Approval for Alterations and Renovations

Call the Managing Agent and request a renovation package. The renovation package includes the protocols required before the Board and building management can approve any plans. The renovation package also details the specific licenses and insurance certificates that are required. This manual contains a summary of what will be required to give all shareholders a general understanding of the alteration rules, before embarking on a project. Please consult the Managing Agent early and often in the alteration process.

At the current time, shareholders engaged in renovations or major alterations will be required to provide the Co-op with the following documents before receiving final approval to begin construction. Some of these documents cannot be obtained without signatures from the Board or Managing Agent, and, therefore, putting these documents together is a multi-step process involving approval of plans in concept, and then final approval of the actual plans submitted to the Board. In total, you will be responsible for providing:

- * A written description of the work to be done and copies of the contractors' proposals;
- * If structural renovations are contemplated, plans from your architect and the necessary building permits. Such plans may be submitted to the building's architect for review at your cost;
- * Blumberg Agreement form #T398, signed and all stipulations complied with;
- * Certificates of Insurance from the contractors naming Midboro Management Inc. and 7-11 East 13th Street Tenants Corp. as additional insured;
- * Proof of licenses for all plumbing and electrical work and proof of workers compensation insurance naming the shareholder, the Co-op, and the Managing Agent, for each contractor;

* A check made out to the Managing Agent in the amount of \$300.00. This fee covers the review, processing and coordinating the plans of the architect/engineer, the work schedules of the various trades, insurance certificates from contractors and the presentation the proposed alteration to the Board;

* A security deposit check in the amount of \$1,000.00 payable to 7-11 East 13th Street Tenants' Corp. This check will be attached to your signed alteration agreement and returned to you upon completion of your work. If you or your contractors violate the Alteration Agreement or break the House Rules in regard to the alteration, deviate from the submitted plans, cause undue hardship to the Co-op or fellow shareholders or damage the building, this deposit may be forfeited in whole or in part.

Shareholders are responsible for the proper performance of all approved work, and for any damage caused to the building or other residents by reason of the work performed.

The shutoff of any water, gas, heating or electricity during renovations must be done by the Superintendent and upon notice to your neighbors.

During alterations, elevators must be protected by padding (which the Co-op will install) and may not be held on one floor for protracted periods, nor should doors be chocked to prevent their closing. The Superintendent can advise contractors about how to properly stop the elevator at a specific floor to load or unload.

Once Board approval has been secured, but before you begin any work, notify your neighbors, above, below and on either side of your apartment by dropping them a note informing them of the nature and the duration of the work planned.

Set out below are the work rules applied during any renovation. You will receive another copy of these rules, when you request an alteration package from the Managing Agent.

The Board may, at its discretion, waive certain of these requirements for simple jobs, or impose additional ones for complex alterations. Construction in New York City is always difficult, disruptive and time consuming. The Board strives to make the process as painless as possible. Your co-operation and understanding will make the process quicker and smoother for everyone.

The best route to a quick and successful renovation is to work with an architect who draws excellent and detailed plans the first time around.

Work Rules

1. Before beginning new work in any apartment, all craftspeople must check-in and review work plans with the building superintendent. Workers are subject to the direction of the Superintendent, who has the authority to stop work on a project in his sole discretion.
2. Noisy work is allowed only from 9 a.m. to 4 p.m. There is an hour's grace at the beginning and end of the workday when equipment can be moved in or out of the apartment. All workers must be out of the building by 5 p.m.

3. No work is permitted on weekends, federal, state and union holidays or important religious holidays. Check with the Superintendent for specific dates.
4. Any cabinetwork that is to be fixed to the walls or is immovable must be designed to allow immediate access to any heating, plumbing, gas, electrical and telephone lines behind them. Specific details must be reviewed with the Superintendent.
5. Circuit breakers and circuit breaker panel, gas meter, telephone boxes and plumbing valves:
 - A. Must be easily accessible
 - B. Individual circuit breakers should be labeled as to which rooms they control
 - C. On completion of work, diagrams showing the location of the above items must be given to the superintendent.
6. During heavy construction, the shareholders front door and ventilation ducts should be taped. This requirement helps prevent dust from entering common foyers and elevators.
7. Refuse must be removed in sturdy metal or plastic bins. Removal times must be approved by the superintendent. No refuse may be left in back elevator halls, basement, courtyard or sidewalks.
8. There must be a designated foreman who speaks English in the apartment at all times with whom the Superintendent can discuss any work problem. In addition, the Superintendent should be given the beeper number for the contractor and the shareholder should there be an urgent reason to reach either of them when they are not in the apartment.
9. The Superintendent has the authority to order work suspended, in part or entirely, if he has reason to believe that any aspect of work being done is unauthorized or unsafe or if he believes that there is a failure to co-operate with house work rules. The suspension shall continue until all responsible parties can agree to an acceptable solution.

Note: According to the proprietary lease, the House Rules may be added to, amended, or repealed at any time by resolution of the Board of Directors.