



# STPCV RULES

Living in a large multi-family property, such as StuyTown - Peter Cooper Village, places a high demand on all tenants to act in an appropriate manner; one based on the foundation of respect for each other. This mindfulness extends to making noise, controlling pets and keeping common areas clean. The guiding principle is simple; be mindful of your living environment and the impact your day-to-day conduct has on your neighbors.

The Rules and regulations below are made a part of the lease. Tenants, as well as their occupants, guests, employees, and invitees, agree to obey the following rules and regulations.

## 1. PUBLIC AREAS

- a. The lobbies, halls, passageways, stairwells, landings, elevators and other public and/or common areas of the Building (collectively, the “Common Areas”) shall not be obstructed, used for children’s play, loitering, or for any other purpose other than for entering or leaving the Apartment.
- b. Notices, signs, solicitations or bulletins of any type are prohibited in Common Areas without the written consent of Landlord.
- c. Doors in Common Areas shall not be propped open or prevented from closing. When accepting extensive deliveries or moving in/out, Tenants, or their agents, are expected to remain next to the door so that it opens and closes.
- d. Doormats, Baby carriages, strollers, bicycles, shopping carts, garbage cans, footwear, umbrellas or other similar articles are prohibited to be placed or allowed to stand in any Common Areas.
- e. Loitering or playing in or around the Buildings, on the prohibited grass or planted areas, in carriage rooms, or any place other than the playgrounds or other designated spaces is prohibited.
- f. Decorations, pictures, or signs are prohibited from being placed on the exterior of any apartment door or in the halls.

- g. Smoking of cigarettes, cigars, pipes, vaporizers, or any other item in the common areas or immediately surrounding the Buildings prohibited. Smoking is restricted to the designated smoking areas (as defined by the location of the urn), which are located outside the M or T level entrances.
- h. The distribution of marketing materials (brochures, leaflets, business cards) in the Common Areas is prohibited without the consent of Landlord.
- i. When utilizing playgrounds, all Tenants and guests are to follow the guidelines located at the entrance to each playground.

## 2. QUIET ENJOYMENT OF NEIGHBORS / NOISE

- a. Noise and odors are a reality in a multi-family environment. They are both expected and allowed. However, all Tenants are afforded the right of peaceful enjoyment of their apartment. Tenants shall not make or permit any unreasonable disturbance in the Apartment, the Buildings or elsewhere on the Property nor permit anything to be done by such persons that will disturb or interfere with the rights, safety or peaceful enjoyment of other Tenants. Such disturbances may include, but are not limited to, incessant footsteps, slamming doors, loud voices, loud music and odors. In order to avoid such disturbances the property adheres to quiet hours of 11:00 PM to 7:00 AM Sunday night through Friday morning and Midnight to 9:00 AM from Friday night to Sunday morning. Unreasonable disturbances are ones that are excessive and sustained for long periods of time. The definition of excessive and sustained will be at the absolute and sole discretion of the Landlord.
- b. Tenants shall neither play nor permit to be played any musical instrument, or video/audio system or device in the Apartment, the Building or elsewhere on the Property in such a manner or at such a time as may unreasonably disturb other Tenants.
- c. Any action or omission by a Tenant, which shall include the actions or omissions by Tenant's guests, employees or invitees that interferes with or disturbs the comfort, quiet enjoyment or rights of other tenants shall be considered to be a breach of a substantial obligation of this Lease and shall subject the Tenant to all remedies set forth herein. Any repeated action or omission by a Tenant, which shall include the actions or omissions by Tenant's guests, employees or invitees, that interferes with or disturbs the comfort, quiet enjoyment or rights of other tenants shall be considered to be a nuisance which shall subject the Tenant to the full remedies permitted by law.
- d. The Landlord sometimes undertakes construction or renovation projects ensuring the property and respective apartments are updated. The Landlord will always strive to minimize the noise and disruption from these projects.

### 3. RUGS/FLOOR COVERINGS

- a. Tenants shall have rugs or carpeting covering 80% of all exposed floors at all times in order to avoid noise disturbance to neighboring Tenants, with the exception of kitchens and bathrooms. In order to avoid such disturbances, sound absorbing padding must be safely and securely placed under all rugs and carpets.
- b. In the event Landlord, in its sole and absolute discretion, determines that the type or amount of floor covering installed by Tenant is not adequate to ensure that such disturbance has not and/or will not occur, then Tenant shall install such additional type or additional amount of floor covering as may be required by Landlord.
- c. If Tenant installs wall-to-wall carpeting, the tacking strip must be glued, not nailed to the floor. Tenant shall be responsible for the removal of all carpeting upon the expiration of the Lease and shall further be responsible for the cost of restoring any damage to the floors which results from the installation of any carpeting.
- d. Tenant shall not lay any tile, linoleum or other similar floor covering.

### 4. EXTERIOR ATTACHMENTS/PROJECTIONS AND WINDOW TREATMENTS

- a. Nothing may be placed on, attached to or installed on the windows or exterior walls of the Apartment, including but not limited to aerial wires, satellite dishes, signs, lights or other equipment, awnings or other projections. No materials may be placed on top of the exterior portion of any air conditioning unit.
- b. Interior window shades, blinds and other window treatments shall conform to the general appearance of the property and must be of a neutral color. Tenant shall be responsible for the removal of all window treatment upon the expiration of the Lease and shall be further responsible for the cost of restoring any damage.

### 5. WINDOW CLEANING

Tenants shall not attempt to clean any windows in the Apartment from the outside. Such action is in violation of Section 202 of the New York State Labor Law, or any present or future law. For a list of approved contractors, contact Resident Relations.

## 6. ELEVATORS AND MOVING

- a. Elevators and all other mechanical lifts shall only be operated by responsible individuals of appropriate age. Elevators are for the use of all Tenants and Tenants shall not interfere with the use of the elevators or cause or permit to be caused any disruption in elevator service. Young children must be supervised at all times while inside, entering and exiting the elevators.
- b. Tenant can use one designated elevator to move furniture and possessions only on designated days and hours and with prior written approval from the Landlord. Said elevator will be padded by Landlord. Landlord shall not be liable for any costs, expenses or damages incurred by Tenant in moving because of delays caused by the unavailability of the elevator. Tenant shall be liable for any damage to the elevator, hallway, light fixtures or any other property of Landlord which is caused by Tenant or Tenant's invitee's, employees or contractors in the course of moving furniture or other possessions. At no time is the vestibule mechanical lift to be used for anything other than the transport of Tenants.

## 7. GARBAGE AND RECYCLING

- a. The use of the garbage and refuse disposal chutes shall be in accordance with the signs attached to them and only garbage and refuse wrapped in small parcels may be placed in the chutes. Flour, vacuum cleaner dust, floor scrapings, and other non-recyclable objects must be mixed with household refuse and garbage and wrapped for safe disposal. Items required to be recycled shall be disposed of in the proper manner and in the locations designated by Landlord.
- b. Tenants and other occupants and guests shall not sweep, shake or hang carpets, rugs or other articles out of any window of the Building. Tenant shall not sweep or throw or permit to be swept or thrown any dirt, garbage, cigarettes, or other substances out of the windows or doors or into any of the halls, elevators, elevator shafts stairwells or any other public areas of the Buildings. Tenant shall not place any articles outside of the Apartment or outside of the Building except in safe containers and only at sites designated by Landlord.
- c. Tenants are to use the designated Recycling Centers found in each building and are to sort the recyclables in accordance with the signage. Boxes too large for the recycling bins are to be flattened and left against the walls in the Recycling Centers.
- d. No perishable waste is to be left in the Recycling Centers.
- e. Bulk garbage is only to be left in the designated curbside bulk pick-up areas located throughout StuyTown on the designated days. StuyTown offers disposal appointments for all upholstered items: mattresses, box springs, chairs, and similar pieces of furniture for a fee. We will wrap them in plastic and pick them up at the scheduled time. Appointments can be scheduled via Resident Services, Monday-Friday, 8am-12pm or 1pm-4pm, with non-upholstered items

collected at an hourly rate. Call 212.420.5000 to schedule an appointment. Alternatively, leave bulk items on any Loop Road or Peter Cooper Road at the clearly marked location closest to your building:

- **20th Street Loop:** 8am-4pm
- **Avenue C Loop:** 8am-4pm
- **Peter Cooper Road:** 8am-4pm
- **14th Street Loop:** 8am-4pm
- **First Avenue Loop:** 8am-4pm

## 8. ODORS

- a. Tenant shall make a good faith effort to prevent any excessive smoke, odors of cooking or other processes, or any unusual or other objectionable odors to emanate from the Apartment.
- b. When smoking outside of your building or around property, we respectfully request that you do not smoke within 50 feet of any building or playground. Every resident should have the right to keep their windows open without secondhand smoke entering their apartment. Smoking urns have been installed around property to both draw smokers away from buildings and keep burnt cigarettes off the ground.

## 9. PATHWAYS AND WALKWAYS

Pathways and walkways are designed for safe passage of pedestrians. Bicycle riding, rollerblading, skate boarding, Segway transport, hover-boards, roller-skating, in-line skating or any such similar activity is permitted on pathways and walkways only if this activity doesn't endanger or threaten pedestrians. Those engaged in said activity must traverse the pathways and walkways at low speeds. Bicycle riding is prohibited in all areas designated by signs posted by Landlord.

## 10. BUILDING PROPERTY

- a. Tenants shall not remove, tamper with or damage the mail boxes, elevators, fire prevention equipment, doors, locks, refrigerators, gas stoves or any other equipment or property of Landlord in the Apartment, Building or Property.
- b. Tenant is responsible for all damages caused by Tenant and agrees to pay to the Landlord, as Additional Rent, the cost to repair or replace the damaged or missing items. The Landlord has the sole discretion to determine the reasonable amount of any repairs or replacements. Any charges may be deducted from the Tenant's security deposit in the event that the Tenant has

vacated the apartment before the charges are fully paid.

- c. Tenants are prohibited from entering mechanical control rooms, elevator machine rooms, electrical distribution rooms, compactor rooms, vacated apartments or roofs.

## 11. BATHROOM AND KITCHEN PLUMBING FIXTURES

The bathrooms, kitchens, toilets, wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built, and no sweepings, rubbish, rags, acids, wet wipes, kitty litter, or any other improper articles or substances of any kind shall be thrown into same. The cost of damage resulting from tampering or misuse of any the property of Landlord shall be paid by Tenant, as Additional Rent.

## 12. DOGS

A summary of guidelines is below although the Pet Rider contains all rules and regulations for dog ownership at StuyTown.

- a. All dogs shall be registered with the Landlord.
- b. All dogs shall be leashed at all times unless permitted by Landlord (such as during an event allowing pets to run free in a contained environment).
- c. The registration tag must be visibly hung from the lanyard as attached to the leash handle.
- d. Tenants are strongly encouraged to have their dogs defecate only in designated dog areas and are required to pick-up, and clean any residual left by their dogs.
- e. Tenants are not to allow their dogs to urinate or defecate on or in any Building.
- f. Tenants are to honor the “No Dog” fenced areas; consult [stuytown.com](http://stuytown.com) or property signage for designated dog areas, which are subject to change.
- g. Tenants with pets who incessantly make noise are subject to the disciplinary terms found under Section 2 (Quiet Enjoyment).
- h. Aggressive breeds and dogs with a combined weight of over 50 pounds per apartment will not be allowed to register. All registered pets are subject to New York statutes and rules regarding multi-family dwelling dog ownership.

## 13. WATER FILLED FURNITURE OR ITEMS

No water filled furniture of any type is permitted in the Apartment. In addition, Tenant shall not install or place into the Apartment any water filled items, including, but not limited to water cooler bottles or fish tanks that exceed a capacity of 5 gallons of water.

## 14. LAUNDRY ROOMS AND GENERAL LAUNDRY GUIDELINES

The Laundry Room in the Building shall be used by Tenant in the manner and at the times as Landlord may direct. Operator error of the machines results in downtime and thus reduces the availability for other Tenants. Usage guidelines are displayed on the machines.

- a. Over-filling the machines can result in putting the machines out of balance rendering them unusable.
- b. Comforters, excessive amounts of towels and shoes/sneakers are not to be placed in any of the machines.
- c. Doors to the washing machines are to be left OPEN after use to dry out the drums.
- d. Tenant may only use the laundry rooms during their operating hours as posted.
- e. Laundry carts are provided in the laundry rooms. These carts are to be used only in the laundry rooms and Tenant is prohibited from removing the laundry carts from the laundry rooms.
- f. Tenant may not unplug or disable any washer or dryer machine.
- g. No pets are allowed in the laundry rooms.
- h. Tenants are not to “air dry” clothes on the roof, out of windows or in any public area of the Building.

## 15. MOISTURE AND MOLD

Landlord cannot guarantee Tenant that the apartment is, or ever will be, a “mold-free environment” as mold can grow whenever moisture is present.

- a. Tenant acknowledges and agrees that if Tenant fails to take steps necessary to prevent or reduce moisture from accumulating in the apartment or fails to maintain the apartment in a clean condition, Tenant will be creating an environment that could result in mold growth.
- b. Tenant agrees to notify Landlord immediately of any sign of a water leak, excessive or persistent

moisture or any condensation issues in the Apartment, any stains, discoloration, mold growth or musty odor, any malfunction of the heating or installed air-conditioners, or any cracked or broken windows.

- c. Tenant acknowledges and agrees that Landlord will not be responsible for damages or losses due to mold growth to the extent such conditions have resulted from the acts or omissions of Tenant. Tenant further agrees that if Tenant has failed to immediately notify Landlord of any of the conditions noted in the preceding section, then Tenant will reimburse Landlord for any damage to the apartment resulting from Tenant's acts or omissions or failure to notify Landlord of such conditions. Tenant agrees to cooperate fully with Landlord in Landlord's efforts to investigate and correct any conditions that could result in, or have resulted in, mold growth, including, without limitation, upon Landlord's request, vacating the apartment for such time as necessary to allow for any investigation and corrective action deemed necessary by Landlord.

## 16. WINDOW SCREENS

The Landlord does not provide window screens. At the election of Tenant and at Tenant's sole cost and expense, Tenant may elect to purchase window screens from Landlord. The Tenant may contact Resident Services for pricing and installation information. Window screens installed by Tenant at Tenant's expense shall constitute the personal property of Tenant and may be removed by Tenant at lease termination. Window screens which are not removed by Tenant at lease termination shall become the property of Landlord. The Landlord will, at Tenant's request, provide at no cost and shall install window screens only for those apartments on the main and terrace levels in StuyTown and on the main floor in Peter Cooper Village only. Such screens shall remain the property of Landlord.

## 17. SPRINKLER SYSTEM

The leased premises does not have an operative sprinkler system. For information on the fire safety plan please consult the Fire Safety Notice posted in the Building lobby.

## 18. PEST CONTROL

Tenant agrees that in the event a pest control treatment is undertaken by the Landlord, the Landlord is solely responsible for the cost of the actual treatment, by its designated pest control company. Any other costs, such as moving furniture or cleaning of personal property, remain the sole responsibility of the Tenant. At no time is Tenant permitted to utilize or hire a pest control company without explicit, written permission by the Landlord. In the event that Tenant utilizes its own pest control company those costs will be the sole responsibility of the Tenant and Landlord will not pay any of the costs of this treatment.



## 19. TENANT-INSTALLED LOCKS

Tenant shall not install any additional or “top locks” on the front door of the apartment. In the event the Tenant had a top lock installed, and provided a key to Landlord prior to April 1, 2016 that top lock is permitted to remain. All others shall be removed at the request of the Landlord at the Tenant’s sole expense.

## 20. TENANT IDENTIFICATION CARDS AND GUEST/VISITOR ACCESS CARDS

- a. All Tenants are to receive identification cards to gain access to their Building.
- b. The sharing of access cards is prohibited and can result in a termination of the card and appropriate legal action up to and including termination of the Tenant’s lease.
- c. Visitor access cards or replacement cards are issued in the Resident Services Office and the Public Safety Office.

## 21. SHORT-TERM SUBLETTING/HOTEL USE

Subletting/hotel use for any period that is less than 30 days is against the law and against the Terms of the Lease. This includes, but is not limited to, rentals through AirBnB, Homeaway, VRBO or any similar service. Tenants who are found to illegally rent in this manner are subject to penalties including lease termination and eviction. Pursuant to the Terms of the Lease, subletting is permitted if certain conditions are met and Tenant receives Landlord’s prior approval.

## 22. RULES

Landlord reserves the right to rescind or change any of these rules and to institute such other additional rules and regulations from time to time as may be deemed needful for the safety, maintenance, care or cleanliness of the Apartment or Building and for securing the comfort and convenience of all tenants.