

Bell Park Manor Terrace

United Veterans Mutual Housing Co., Inc

HOUSE RULES 2018



07/08/2010

www.bellparkmanorterrace.com

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In the event the terms and conditions of these House Rules conflict with the terms and conditions of the Bylaws or Proprietary Lease, the terms of the Bylaws and Proprietary Lease shall prevail.

1 – Use of Common Areas

- Residents and their guests shall not play in the common hallways, stairways, garages, in trees or on roofs. Lawns shall not be used as playgrounds or for any other purpose that may impair the appearance or increase the cost of maintenance.
- Shareholders will be held responsible for the actions of their children and guests and will be held responsible for any damages.
- Lawns are common property and gardening or any items placed on lawns must be in agreement by both lower and upper residents. Should neighbors not agree then it would be decided upon by the Board of Directors.
- **Kiddie** pools may be utilized in season provided that the water is emptied daily by 8:00 P.M. and the pool is placed upright at the side or back of the building in order to preserve the grass.
- Kiddie pools should be supervised at all time when being used.
- **Smoking is prohibited in the common hallways.**

Note - 1st violation- warning letter, 2nd violation-\$25 fine, 3rd violation-\$50, and 4th violation-\$75

2- Use of Playgrounds

- All residents must abide by the "Rules and Regulations" regarding use of the playgrounds as indicated on the signs posted in the playgrounds (Rules and Regulations in back of House Rules).

Note- 1ST violation-\$100 fine, 2nd violation - \$150 fine

3- Obstruction of Common Areas

- The entrances, vestibules, sidewalks and driveways shall not be obstructed or used for any purpose other than to enter and exit from the apartments.
- You may not drape, chain or tie any items to railings, trees, ramps etc. anywhere on the property.

Note - 1st violation- warning letter, 2nd violation-\$25 fine, 3rd violation- \$50 and 4th violation- \$75

4 – Smoking Policy

In recognizing the dangers of secondhand smoke exposure to the health and wellbeing of United Veterans residents, and acknowledging United Veterans Bylaws, proprietary lease and house rules restriction against the creation of nuisances, the following rules shall be implemented on United Veterans Mutual Housing Co., Inc. Property:

- Smoking is prohibited as described below:

Smoking is prohibited in all common areas and areas within 15 feet of entrances, windows and doors. Common areas includes common hallways, United Veterans Management Office, United Veterans Maintenance Office, laundry rooms, storage rooms, garages, and any other enclosed area under the direct control of United Veterans Mutual Housing Co., Inc.

- 2. Definition of "Smoking":

"Smoking" means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or any form of lighted object or device that contains tobacco.

- 3. Smoke Migrating from a United Veterans Apartments:

Smoke migrating from an apartment into an adjacent apartment shall be recognized by the Board of Directors as a nuisance, and thus a violation of the United Veterans Bylaws; proprietary lease and house rules. Once the Board of Directors is provided detailed notice of this nuisance, a mandatory mediation will be required between the Complainant and the offending Shareholder in order to mitigate the nuisance. Failure to participate in the mediation or failure to take reasonable steps required to mitigate the nuisance will be deemed a material violation of the United Veterans Bylaws; proprietary lease and house rules, and shall constitute grounds for fines; termination of the stock and proprietary lease, or any other remedy available to United Veterans under the Law. All remedies hereunder shall be cumulative.

- 4. Applicability

These rules apply to shareholders, residents, and any other persons on the premises, including guests and servicepersons. Shareholders are responsible for their residents and guests while located on United Veterans property (See House Rule #1).

- 5. Enforcement

Violation of these rules shall be deemed a violation of the United Veterans bylaws, and may constitute grounds for fines or eviction, or any other remedy available to United Veterans under the Law.

5- Garbage

- All garbage must be brought to the garbage rooms and placed inside the proper bins. Please be sure to tie your garbage bags. Garbage must not be placed on the outside of the garbage room or on the floor of the garbage room. Green bins are for household garbage, White bins are for papers, and Blue pails are for recyclables.
- Bulk furniture must be placed **inside** the garbage rooms.
- Contractors, who have been hired by the resident to do renovations in their apartment, **may not** dispose of any debris in the garbage rooms.
- It is the Shareholders responsibility to fully encase, within a sealed plastic bag, all mattresses and/or box springs being discarded. Bags may be purchased at the Maintenance Department.

Note - 1st violation- warning letter, 2nd violation-\$250.00 fine, 3rd violation-\$300.00, and 4th violation- \$350.00

6. Placement and Disposal of Articles

- It is forbidden to hang, shake, drape, or sweep any articles, including laundry, from windows or doors or into hallways or on the outside areas in any manner.
- No cigarettes, matches, trash or articles of any kind are to be thrown from windows or disposed of in anything other than the proper container.

Note - 1st violation- warning letter, 2nd violation-\$25 fine, 3rd violation-\$50 and 4th violation- \$75

7. Planting and Removal of Flowers, Etc.

- The Board of Directors may remove or direct the resident to remove any and all foliage from common areas that may be deemed unsightly.
- **No vegetable gardens are permitted on Bell Park property.**

Note - 1st violation- warning letter, 2nd violation-\$25 fine, 3rd violation-\$50 and 4th violation- \$75

8. Alterations to Apartments

- In accordance with the Proprietary Lease Shareholders are cautioned that their right to make any additions, changes or alterations to the interior or exterior of the building requires written permission from the Board of Directors. Shareholders must submit an alteration agreement to Management for Board approval. No work may be commenced until such time that the Board gives written approval. Violation of this rule shall result in a fine of up to **\$1,000.00**. For more information regarding alterations please pick up an Alteration Agreement in the Management Office.
- Shareholders are responsible for the maintenance and upkeep of all alterations made to their apartment, whether alterations were done by them or the previous owner(s).

Note – violation – fine of up to \$1,000.00 and full restoration be made to apartment's original state.

9. Fences

- Any resident wishing to erect a fence must first obtain written consent from the Board of Directors. Pick up an Alteration Agreement in the Management Office for guidelines.

10. Signs, Antennas and/or Advertisements

- No sign, signal, aerial, antenna, advertisement, or illumination shall be placed on any window, on any part of the building, or anywhere on the property unless approved in writing by the Board of Directors.
- Nothing shall be placed on any outside windowsills or ledges.

Note - 1st violation-warning letter, 2nd violation-\$25 fine, 3rd violation-\$50, and 4th violation- \$75

11. Yard Sales

- Yard Sales or auctions may not be held without the written consent of the Board of Directors.

Note - 1st violation warning letter, 2nd violation-\$25 fine, 3rd violation- \$50 and 4th violation- \$75

12. Noise

- No person shall make or permit any disturbing noises in the buildings or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of the other residents.

- No person shall permit the excessive use of any musical instrument or permit the operation of a stereo, radio, television, exercise equipment or any other appliance in lessees' apartment between the hours of **10:00 P.M. and the following 8:00 A.M.** to the extent that it shall disturb or annoy other occupants of the buildings.
- Construction, repair work or other installation involving loud noise may be conducted in any apartment between the hours of **8:00 A.M. and 6:00 P.M. Monday through Friday and between the hours of 10:00 A.M. and 3:00 P.M. on Saturdays.** Work **may not** be performed on Sundays and Holidays.

Note – 1st violation- warning letter, 2nd violation-\$25, 3rd violation-\$50 and 4th violation-\$75

13. Move In / Move Out

- Move in/Move out times is between Sundays – Saturday, 8:00 A.M – 8:00 P.M.
- Moving trucks are not permitted to park in driveways, in the back of apts., on lawns, sidewalks, or courtyard grounds.

Note- The fine will be assessed according to damage caused.

14. Odors

- No resident shall allow unreasonable cooking, cleaning, smoke or **other** odors to escape into the building. All units must have proper ventilation (open windows, window fans, and/or exhaust fans) in order to prevent said odors from annoying nearby residents.

Note- 1st violation-warning letter, 2nd violation-\$25, 3rd violation-\$50 and 4th violation-\$75

15. Use and Installation of Appliances

- Any installation of a washing machine, electric dryer or dishwasher must meet the specifications set forth by the appliance manufacturer.
- The installation of new or relocated washing machine requires an approved alteration agreement.
- When installing a washing machine or dishwasher it is mandatory that check valves be installed on the water supply of the appliance.
- Dryers must be properly vented and must be **electric.** **Gas dryers are strictly prohibited.**

- To prevent dryer fires it is important to clean the dryer lint filter every time you run your dryer and regularly clean the lint from the dryer vent.

Note- 1st violation- warning letter, 2nd violation-\$25 fine, 3rd violation-\$50 and 4th violation-\$75

16. Personal Property on Lawns, Steps and Public Areas

- Temporary storage of seasonal items must not appear unsightly.
- All unattended personal property, including toys, must be removed or stored neatly away and out of sight after sundown.
- **Storage Chests placed on the outside of the property must have Board approval in the form of an Alteration Agreement.**
- The Corporation will not be responsible for any damages or loss to residents' property.
- Outdoor holiday decorations must be removed no later than 30 days after the holiday.
- Outdoor patio furniture must be removed at the end of the season.

Note - 1st violation- warning letter, 2nd violation-\$25, 3rd violation-\$50 and 4th violation-\$75

17. Exterior Doors

- All common doors should be **closed and locked** at all times, unless otherwise agreed to by both lower and upper residents.

Note - 1st violation- warning letter, 2nd violation-\$25, 3rd violation-\$50 and 4th violation-\$75

18. Emergency Access

- Employees of the Corporation, Management or Maintenance may enter an apartment in case of an emergency. In addition, they may also enter the apartment for an inspection or for the performance of work that may be reasonably required.

19. Insect Extermination

- Bell Park offers the services of an exterminator. Employees of the Corporation and any contractor or workers authorized by the Corporation may enter any apartment or garage upon reasonable notice for the purpose of inspecting to ascertain

whether measures are necessary or desirable to control or exterminate any vermin insects or other pests.

If the Corporation must take measures legal or other to control an infestation the cost of such measure shall be payable by the shareholder.

20. Garages

- Garages are to be used for the storage of currently registered and insured passenger vehicles and for no other purpose. **Gasoline or any other combustible material shall not be stored in garages.**
- Garages may not be sublet.
- Any Resident who rents a garage located under an apartment is required to park head in and idling is prohibited.
- Use of the garage for the purpose of storage is strictly forbidden.
- Garages are not to be used for any commercial purpose

A Garage Lease may be canceled upon five (5) days' notice at the discretion of the Board of Directors for violations of the Lease.

The electric outlet located in your garage above head is for the purpose of installation of an electric garage door opener ONLY. You may not use these electric sources for any other purpose, i.e. refrigerator, freezers, vacuums, power tools, charging any type of equipment, or for any other reason.

Note: 1st violation - Warning letter and a \$250.00 fine, 2nd violation will result in immediate termination of your garage lease.

Any resident whose maintenance account is in arrears of three (3) months or more and rents a garage and/or parking space will be subject to automatic termination of their garage lease and/or parking space lease.

21. Outdoor Designated Parking Spaces

- Solely current licensed passenger vehicles owned or leased by residents of Bell Park shall use designated parking areas. Dead storage of vehicles is strictly prohibited.
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- All vehicles parked in designated parking areas must have a current valid Bell Park sticker.
- If your parking space is directly in front of an apartment window you must park nose in.
- Parking of commercial vehicles is prohibited, unless written approval from the Board of Directors is given.
- The Corporation is not responsible for any theft of or damage incurred to any vehicle while parked on premises, or being removed from premises.

The Corporation reserves the right to remove any vehicles (at the Lessee's expense) if in violation of the above regulations and/or the parking permit, or of which may constitute a hazard or menace.

Note- Violation of these terms may result in the confiscation of your parking spot

22. Driveways

- The use of driveways as a play area for automobiles is strictly prohibited (this includes racing and practice driving). A maximum of ten (10) miles per hour must be observed in all driveways.
- Ball playing in the driveways is strictly prohibited.
- Barbecuing is not allowed in the driveways.

Note - 1st violation – warning letter, 2nd violation-\$25, 3rd violation-\$50 and 4th violation-\$75

23. Illegally Parked Vehicles

- **Vehicles parked on Bell Park property that are not in compliance with the rules and regulations of the Co-Op may be stickered and/or towed at the vehicle owner's expense.**

Examples of illegally parked vehicles:

- Vehicles that block or are parked in driveways.
- Vehicles that block garages, parked cars and dumpsters.
- Vehicles that are parked in "No Parking" designated areas.
- Vehicles that occupy more than one parking spot.

- Vehicles parked in parking spots they are not assigned to.
- Vehicles parked in a designated parking space without a valid parking sticker.
- Vehicles that do not have a current or valid registration or inspection sticker.

24. Pets

- No cats, dogs, or other pets, except fish and caged birds, shall be kept, harbored or permitted on demised premises. Cooperators who have visitors with dogs/cats shall not permit such dogs/cats to be kept overnight, unless the Board of Directors gives written permission. This rule is a substantial and material obligation of the tenancy and any breach shall be considered a material and substantial violation under the Proprietary Lease.
- The feeding of squirrels, birds and stray animals on the property is prohibited. Residents who are feeding animals on Bell Park property will be fined **\$350.00**.
- Shareholders who have visitors with pets are responsible for any property damage and/or injury that the pet may cause or inflict anywhere within Bell Park Manor Terrace.

25. Gas, Charcoal and Electric Barbecue Grills

- **Propane gas grills are prohibited on decks or balconies but are permitted on the ground level outside the structure if located at least 10 feet away from any one building.**
- **Charcoal grills are prohibited on decks or balconies and are permitted on the ground level but must be no less than 25 feet from the nearest building.**
- There must be a garden type hose attached to a water supply, or a sixteen (16) quart pail of water available.
- Charcoal and charcoal ashes must be cold before being disposed of and then should be placed in a metal container, mixed with water, covered with a tight-fitting lid and disposed of in the proper container in the garbage room.
- No more than (2) 20-pound propane tanks may be used.
- Hot grills should never be left unattended.

- Barbecue grills should be used on large flat surfaces that can't burn.
- Propane tanks must be shut off from the valve on the tank after you have finished barbecuing.
- Propane tanks **must be empty** for seasonal storage of the grill. At the end of the summer season, barbecues should be neatly covered and placed out of sight or removed and stored.
- Propane cylinders **must not** be stored indoors (garages) or near any heat source.
- After use, barbecues must be covered and neatly stored out of sight.
- Unattended candles/open flames on steps, sidewalks and lawns constitute a serious fire hazard and are strictly prohibited.

Note- Fine - \$75

26. Uses and Repair of Toilets

- The shareholder who has caused damage to another apartment or common area due to the misuse of the toilet shall be responsible for paying the cost of damages, repairs and any associated administrative costs.

27. Sewer Backups

- It is imperative that you **do not flush** anything but toilet paper down the toilets, including but not limited to, any of the following items:
Feminine products, cooking grease/oil, food, any type of wipes or cleaning pads, diapers, kitty litter, plastic including Band-Aids, Q-tips or dental floss.
- Do not pour any cooking grease/oil down any of the drains.
- If it is determined by a professional sewer company which resident(s) is/are flushing down the toilet or putting down the sinks any of the above items or anything that may cause a sewer back-up, **the resident will be fined \$250.00 and be responsible for the cost of the repair.**

28. Window Coverings

- Inappropriate items, such as bedspreads, sheets or shower curtains may not be used as window coverings.

Note - 1st violation-warning letting, 2nd violation - \$25, 3rd violation -\$50 and 4th violation - \$75

29. Carpeting

- All apartments are required to have wall-to-wall carpeting with **heavy** padding including stairways, exclusive of the bathroom, kitchen and dining room. Alternative sound proofing materials such as cork flooring may also be used.
- If you are installing flooring other than carpeting you must contact the maintenance dept. to find out what type of alternative flooring and underlayment may be installed. You must submit the appropriate Alteration Agreement for approval before installing. Also, maintenance must inspect the underlayment once it is installed and before the top layer of the floor is installed. If the shareholder fails to have the underlayment inspected by maintenance he/she will be required to remove the top layer of flooring so that the underlayment can be inspected. If the shareholder fails to install the underlayment that was approved by maintenance, the shareholder will be required to remove the underlayment that they installed, at the shareholder's expense.

30. Commercial Use of Apartment

- Commercial use of an Apartment is strictly prohibited.

The fine is \$100.00 per month and immediate termination of the Proprietary Lease.

31. Late Maintenance Payments

- Maintenance payments are due and payable by the tenth (10th) of every month. Payments received after the tenth (10th) are subject to a late fee charge.

Any resident who is late in paying their maintenance three times in any twelve month period will incur an administrative fee of \$350.00.

32. Co-Op Employees

- No employee of the Co-Op may be used or employed by any Lessee for any personal purpose during the employee's regular working hours.
- Management must first approve all private work done by United Veterans Mutual Housing Company, Inc. employees.

33. Mandatory Insurance

- Homeowners Insurance is required for all Shareholders in the amount of \$25,000.00 for personal/property damage and a minimum of \$100,000.00 for liability. This insurance must remain in force at all times.

Note – administrative fee in the amount of \$250.00 for the first month and \$100.00 a month thereafter until proof of insurance is submitted to the Management Office.

34. Prohibition against Subletting

- Subletting is strictly prohibited and considered to be a material and substantial breach of the terms and conditions of the Proprietary Lease.

Immediate legal action and a \$1500.00 monthly administrative fee will be placed on shareholders' maintenance account until such time that the illegal sublet is vacated.

35. Use of Premises

- Shareholders must notify, in writing, the Management Office if anyone moves into their apartment with them. All new residents must have a background check run and must be screened and approved by the Screening Committee.

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

www.bellparkmanorterrace.com

MANAGEMENT OFFICE

221-22 Manor Road (718) 465-6070 fax (718) 468-7556
(Monday – Friday, 8:00 a.m. - 5:00 p.m.)
From Memorial Day - Labor Day – 2:00 p.m. closing on Friday's.

MAINTENANCE DEPARTMENT

Bldg. # 8 - 225-02 Manor Road (718) 465-7550 (Mon. - Fri., 8:00 a.m - 5:00 p.m.)

Emergency # - (718) 747-3373
(5:00 p.m. – 8:00 a.m., Monday – Friday)
All day Saturday and Sunday including Holidays.

LAUNDRY ROOM LOCATIONS **In the basement of buildings**

Bldg. #7 –	Back of 82-50 229 th Street
Bldg. #11 –	Back of 221-32 Manor Road
Bldg. #18 –	Back of 220-02 Stronghurst Avenue
Bldg. #20 –	Back of 224-24 Stronghurst Avenue
Bldg. #26 –	Back of 226-01 Manor Road
Bldg. #38 –	Back of 225-04 88 th Avenue
Bldg. #45 –	Back of 229-11 87 th Avenue

GARBAGE ROOMS

Garbage Room #8 -	Next to Maintenance Office – Near Bldg. #8
Garbage Room #11-	Behind Bldg. #11
Garbage Room #15-	Behind Bldg. #15
Garbage Room #18-	Behind Bldg. #19
Garbage Room #24-	Behind Bldg. #24
Garbage Room #28-	Behind Bldg. #30
Garbage Room #32-	Behind Bldg. #32
Garbage Room #38-	Behind Bldg. #39
Garbage Room #43-	Behind Bldg. #42
Garbage Room #50-	Behind Bldg. #45

STORAGE ROOMS

For rental information contact the Management Office (718) 465-6070

Located in the basement of buildings

Bldg. #3 – 225-01 Hillside Avenue - Building A
Bldg. #18 – 86-25 Springfield Blvd. - Building B
Bldg. #22 – 223-01 Manor Road - Building C
Bldg. #25 – 224-15 Manor Road - Building D
Bldg. #41 - 225-05 88th Avenue - Building E
Bldg. #47 - 227-02 Hillside Avenue - Building F

Club House - Behind Bldg. # 7 – 226-38 Manor Road

(Please Contact the Management Office for Rental information).

Fenced in Playgrounds –

Behind Bldg. #11 – 221-22 Manor Road

Behind Bldg. #32 - 221-11 Braddock Avenue

Rules and Regulations for use of the Playgrounds:

- **Playgrounds open to Bell Park residents only.**
- **The following is PROHIBITED:**
Running - Rough Play – Smoking - Food and Drink – Ball playing - Bare Feet - Bicycles – Skates – Skateboards – Scooters – Littering - Climbing the fence - Running up the slide.
- **Not responsible for personal property left unattended.**
- **Parental supervision required.**
- **Proper footwear required.**
- **Use all equipment in the prescribed manner.**
- **Do not use equipment when wet.**
- **Playground to be used at your own risk.**
- **Pets are NOT ALLOWED in the playground.**

Playground Rules Prohibit Adults except in the company of Children.