

**RULES AND REGULATIONS OF  
THE RUPPERT YORKVILLE TOWERS CONDOMINIUM**

(1) Each Unit Owner shall keep his or her unit in a good state of preservation and cleanliness. He shall not allow anything whatever to fall from the windows or doors of the Building, nor shall he sweep or throw from the Building any dirt or other substance into any of the corridors or halls, elevators, ventilators or elsewhere in the Building. The Unit Owners shall place their refuse in containers in such manner, at such times and in such places as the Condominium Board or its agent may direct. The Unit Owners shall obtain extermination services for the Units at such intervals as shall be necessary to maintain the Units free of rats, mice, roaches and other vermin.

(2) Except as otherwise expressly provided in the Declaration or the By-Laws (including, without limitation, the provisions thereof pertaining to the rights and prerogatives of the Sponsor, its designees, Unsold Residential Unit Owners and the Commercial Unit Owner(s)), the sidewalks, entrances, corridors, exits and other General Common Elements and Residential Limited Common Elements shall not be obstructed or encumbered by refuse or otherwise.

(3) Employees of the Unit Owners' may not gather or lounge in the Common Elements.

(4) Supplies, goods and packages of every kind for the Residential Units are to be delivered in such manner as the Condominium Board or its agent may reasonably prescribe and the said Condominium Board is not responsible for loss of or damage to any such property, including loss or damage that may occur through the carelessness or negligence of the employees of the Building.

(5) No objectionable odors may be produced upon or emanate from any Residential Unit if the same shall disturb or annoy any other Unit Owner. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress.

(5A) The following rules were adopted with respect to noise:

A. General Rule. No Unit Owner shall make or permit the Unit Owner's family, friends, agents, employees or visitors to make any disturbing noises in the Apartment or the building, or do or permit anything to be done by such persons which will interfere with the rights, comforts or convenience of other occupants of the building. Sounds from any apartment of any kind and televisions, radios, stereos, musical instruments and other forms of music or noise producing entertainment devices and singing should be kept at low enough volume levels so as not

to unreasonably disturb other occupants of the building. This rule applies to both day and evening use and activities.

B. Late Night Noise. No television, radio, stereo, musical instrument and other form of music or noise producing device shall be played and the Unit Owner shall not sing or permit singing in the Apartment between the hours of 11:00 p.m. and the following 9:00 a.m. if the playing or singing disturbs any other occupant of the building.

C. Music Practice. The Unit Owner shall not practice or permit to be practiced either vocal or instrumental music for more than one hour in any day; and in no event shall any Unit Owner practice or allow vocal or instrumental music to be practiced between the hours of 9:00 p.m. and the following 9:00 a.m. if the same can be heard outside the Unit.

D. Prohibited Instruments. Drums and amplified electric bass guitars may not be played in any Unit.

E. Telephone Ringers. Telephone ringers should be set at a moderate or low level so that they cannot be heard in hallways or in neighboring Units.

F. Floor Covering. To keep noise to a minimum, 80% of any individual room, foyer or hallway floor area, excluding kitchens, bathrooms and non-walk-in closets, must be covered with rugs, carpet or other equally effective noise reducing material. Eat-in kitchens, dining areas, and dinettes are not exempt from this rule and must conform to the above 80% coverage standard. Furthermore, the floor area under all tables, chairs, stools, benches or other frequently moved furniture must be 100% covered. Extra floor padding must be used in high traffic areas and under frequently moved furniture in order to muffle annoying sounds. Exceptions to this rule can only be made by the Board of Managers in each case.

G. Exercise Machines. Noise from the operation of an exercise machine should be kept to a minimum by installing additional floor padding.

H. Unreasonable Noise. Sounds disturbing to more than two neighbors (i.e. eliciting complaints from more than two neighbors) shall be considered conclusively an unreasonable disturbance, and shall be considered a violation of the Rules and Regulations.

(6) Residential Unit Owners shall not permit or keep in their Residential Units or Storage Units any inflammable, combustible or explosive material, chemical or substance, except such products as are required in normal professional and business use.

(7) Water closets and other water apparatus in the Residential Units shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish bags or other articles be thrown into same. Any damage resulting from misuse of any water closets or other apparatus in a Residential Unit shall be repaired and paid for by the owner of such Unit. Washing machines and garbage disposals are not permitted in Residential Units and may not be connected to the building plumbing.

(8) No vehicle belonging to a Residential Unit Owner or to an employee, or visitor of a Residential Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building or Common Elements by any vehicle of any kind whatsoever.

(9) Except as may be provided in Section 9 of the Declaration, no Residential Unit Owner shall (i) do or permit any act or thing to be done in or to his or her Unit which will invalidate or be in conflict with any public liability, fire, casualty or other policy of insurance at any time carried by the Condominium Board with respect to the Property, (ii) keep anything in his or her Unit which is prohibited by the Fire Department, Board of Fire Underwriters, fire insurance rating organization or other authority having jurisdiction or (iii) permit a Residential Unit to be used in any manner (other than the use in effect on the date of the Declaration) which will increase the insurance rate for the Property over that in effect as of the date of the Declaration unless such Unit Owner pays the additional cost thereof as provided below.

Any costs, expenses, fines, penalties or damages which shall be imposed upon the Condominium Board by reason of a Unit Owner's default hereunder or any increase in the premium charged for insurance carried by the Condominium Board resulting from a change in the insurance rate for the Property attributable to a use of a Residential Unit which is different from the use of the Unit in effect on the date of the Declaration, shall be assessed as a Common Charge against the Unit Owner. In any action or proceeding relating to the foregoing, a schedule or "makeup" of rate for the Property issued by the New York Fire Insurance Exchange or other body making fire insurance rates applicable to the Property shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate or rates then applicable to the Property.

Each Unit Owner may carry other insurance for his or her own benefit, provided that all such policies shall contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by such Unit Owner.

(10) No Unit Owner shall place a load upon any floor of his or her Unit exceeding the floor load per square foot area which it was designed to carry and which is allowed by law.

(11) If any key or keys are entrusted by a Unit Owner or occupant or by any member of his or her family or by his or her agent, servant, employee, licensee or visitor to an employee of the Condominium Board, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Condominium Board shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

(12) No Residential Unit Owner shall alter, impair or otherwise affect the Common Elements without the prior written consent of the Condominium Board, except as expressly permitted herein or in the Declaration or the By-Laws.

(13) Each Residential Unit Owner shall:

(a) obtain and keep in full force and effect any governmental license or permit required for the proper and lawful conduct of any business carried on in his or her Unit, and shall submit same for inspection by the Condominium Board;

(b) Keep clean at all times the interior and exterior of windows and doors (including in each case, the frames thereof) in his or her Unit, with all such work to be done in conformity with law;

(c) not store any possessions of such Unit Owner, including, without limitation, bicycles and carriages in or on any hallways, stairwells, roofs or roof terraces at the Building.

(d) Promptly replace any and all broken or damaged glass (including in windows) in his or her Unit and the frames for such glass, regardless of the cause of such damage, including the negligence of the Condominium Board, its agents or employees without waiving any claims which such Unit Owner may have by reason of any of the foregoing;

(e) Not at any time, either directly or indirectly, use any contractors and/or labor and/or materials in connection with alterations or improvements to his or her Residential Unit or Storage Unit, if the use of such contractors and/or labor and/or materials would or will create any difficulty with other contractors and/or labor engaged by the Condominium Board and/or the other Unit Owners in the maintenance and/or operation of the Building and/or the other Units;

(14) Any amounts assessed against a Unit as Common Charges which are in addition to the regular monthly installments of Common Charges due and payable as provided in the By-Laws shall be paid to the Condominium Board upon demand or if not demanded then with the next monthly installment of Common Charges due and payable as provided in the By-Laws.

(15) No servant or employee of the Condominium Board or its managing agent shall be sent out of the Building by any Unit Owner at any time for any purpose.

(16) Complaints regarding services or operation of the Building shall be made in writing to the Condominium Board or its managing agent.

(17) Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Condominium Board, except that, where a consent or approval may not be unreasonably withheld as herein elsewhere provided, then such consent may be added to, amended or repealed as set forth above provided such addition, amendment or repeal is not unreasonably made. A Unit Owner may apply to the Condominium Board for a temporary waiver of one or more of the foregoing Rules. Such temporary waiver may be granted by the Condominium Board, for good cause shown, if, in the Board's judgment, such temporary waiver will not interfere with the purposes for which the Condominium was formed.

(18) The fiscal year of the Condominium shall begin on the first day of January in each year or on such other date as the Condominium Board shall establish from time to time.

(19) Except as provided in the Declaration no sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed from any Residential Unit or Storage Unit on any part of the outside of the Building, hung from windows or placed on window sills in or on any Residential Unit or Storage Unit, without the prior written consent of the Condominium Board, except that such restriction shall not apply to an Unsold Residential Unit Owner, Sponsor or its designees.

(20) **The Ruppert-Yorkville Towers Condominium Dog Policy, which was added to rule and regulation number 20 by resolution of the Board of Managers on January 20, 2004, as heretofore amended by resolution of the Board of Managers, is hereby revoked in its entirety and the following is added to rule and regulation number 20 in its place:**

**1. Purpose and Goals**

a. This policy establishes the rules and conditions under which dogs may be kept in the Ruppert-Yorkville Towers community. The primary purpose of these rules is to establish reasonable requirements for the keeping of dogs in order to provide a decent, safe and sanitary environment for existing and prospective unit owners and unit renters, Ruppert-Yorkville Towers employees and the public, and to preserve the physical condition of Ruppert-Yorkville Towers property.

b. Notwithstanding any other provisions herein, the Board, upon request, will make exceptions to this policy on a case-by-case basis to accommodate the

needs of disabled individuals as required by law. Such exceptions may permit "assistance animals" which provide assistance, service, or support to a person with disabilities (for example, a dog guiding an individual with impaired vision or alerting an individual with impaired hearing).

The following breeds of dogs are considered aggressive breeds and will not be considered as acceptable "assistance animals": Pit Bulls, Rottweilers, Chow Chows, Doberman Pinschers, German Shepherds, Siberian Huskies, Perro De Presa Canarios, Alaskan Malamutes, Akitas, American Staffordshire Terriers, Boxers, Great Danes, Wolf-hybrids and any dog that has any of the above breeds in their lineage.

## **2. Present Dogs/Registration**

- a. Unit owners and unit renters who owned and harbored one or more dogs in their unit on January 20, 2004, may keep those dog(s) provided they timely register the dog(s) as required by and sign and otherwise comply with this policy.
- b. A dog which is permitted under the preceding paragraph must be registered by the unit owner or unit renter by completing the attached registration form for each dog in the household and returning it to management no later than June 30, 2004 with the following:
  - i. a copy of the current license required by law for each dog, and
  - ii. the name and phone number of a contact person who can be called upon to care for the dog in an emergency, and
  - iii. a non-refundable dog administration fee of \$50.00 in the form of a money order or bank check made payable to Ruppert-Yorkville Towers Condominium. The \$50.00 fee covers all dogs in the household.
- c. The administrative fees will be used to defray the cost of administering the registration system described in this policy. Should the funds collected prove insufficient for this purpose, the Board reserves the right to require additional fees.

## **3. Identifying Tags**

- a. Upon completion of a household's dog registration(s), Ruppert-Yorkville management will issue a registration tag to the unit owner or unit renter for each permitted dog.
- b. The registration tag will identify the dog as belonging at Ruppert-Yorkville and bear a number or other identifying feature which will permit the condominium to determine the registered dog for which it was issued.
- c. Each dog's registration tag must be worn on the collar, or attached to the leash, when the dog is outside of the unit.

- d. The person walking the dog, upon request, must restrain the dog, if necessary, and display the registration tag so that the number or other identifying feature can be read by Ruppert-Yorkville personnel.
- e. The Ruppert-Yorkville registration tag is required in addition to all licenses, rabies vaccination and other tags required by law.
- f. At the discretion of the Board, dog registrations shall be periodically renewable, previously issued tags may be replaced with new tags, and unit owners and unit renters may be required to provide updated copies of current licenses for their dogs.

#### **4. New Dogs**

- a. With the exception of the replacement dogs described in the following paragraph, no new or replacement dogs will be permitted. Neither a dog registration nor a registration tag is transferable or assignable under any circumstances.
- b. A replacement for a dog which was timely registered under paragraph 2b of this policy and which either dies or is permanently removed from the unit will be permitted subject to the following:
  - i. No replacement dog may be added if the total number of dogs in the unit will be greater than one.
  - ii. The replacement dog must not be a larger breed than the dog being replaced.
  - iii. Notice must be given to management when the original dog dies or is removed.
  - iv. The registration tag for the dog which died or is removed must be surrendered to the condominium.
  - v. The replacement dog must be registered promptly with management in accordance with paragraph 2b, and in any event within seven (7) days after the dog is brought to the Ruppert-Yorkville property.
  - vi. A new registration tag will be issued for the replacement dog when all required conditions have been fulfilled.

#### **5. General Dog Ownership Rules**

- a. Dog owners are responsible for compliance with all applicable city, state and federal statutes, ordinances and administrative regulations as well as this Dog Policy, and for assuring compliance by their family members, employees, visitors and all occupants of their unit.
- b. Dogs may not be walked on Ruppert-Yorkville Towers property, including, without limiting the generality of this restriction, in the entrance areas, the playground areas, parks, gardens or grass areas of the property. Dogwalkers are requested to enter and exit the buildings on either the 90<sup>th</sup> or 92<sup>nd</sup> street sides of the buildings.

- c. Dogs must be curbed and may not be permitted to urinate or defecate on the sidewalks, wall areas, in the tree basins or on other condominium property.
- d. Dogs shall be kept inside the unit at all times except for transportation on and off the property and for daily walks. When outside the apartment, dogs are to be carried, restrained by a leash or laced in an animal carrier. No dog shall be tied or chained outside the unit on condominium property.
- e. Dog owning unit owners and unit renters are responsible to clean up after their dogs. Any time the dog is taken outside the unit, the person in control of the dog shall carry a disposable plastic bag or some type of receptacle for this purpose. Dog waste shall be disposed of in appropriate trash receptacles. Dog waste shall not be deposited in the toilet. No pet waste may be dropped down trash chutes unless securely double-bagged.
- f. Dog owning unit owners and unit renters are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy such damage is also the full responsibility of the dog owner (if, for example, a carpet or wall covering is damaged by the cleaning process, the replacement cost will be covered by the unit owner and unit renter).
- g. Dog owning unit owners and unit renters must keep the common areas surrounding their unit free of pet odor, insect infestation, waste and litter.
- h. Dog owning unit owners and unit renters are responsible for insuring that the rights of other residents to peace and quiet enjoyment, health, and/or safety are not infringed upon or diminished by their dog's noise, odors, wastes or other nuisance. Examples of nuisance behavior are:
  - i. Dogs whose unruly behavior causes personal injury or property damage.
  - ii. Dogs that make noise continuously and/or incessantly for a period often minutes or intermittently for one hour or more to the disturbance of any person at any time of day or night.
  - iii. Dogs that relieve themselves on walls or floors or in the elevators.
  - iv. Dogs in common areas that are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier.
  - v. Dogs that exhibit aggressive or other dangerous or potentially dangerous behavior.
  - vi. Dogs that are conspicuously unclean or parasite infested.

## **6. Visitors**

- a. Residents are **not** permitted to have a visiting dog(s).

## **7. Stray Dogs and Animals**

- a. Residents are prohibited from feeding or harboring a stray dog(s). Feeding or harboring a stray dog(s) shall constitute keeping a new dog(s).



- b. Residents are also prohibited from feeding stray animals.

## **8. Enforcement**

- a. Any resident or managing agent personnel (including security, concierge, doormen, maintenance people and porters) observing an infraction of any of these rules shall discuss the infraction with the violator in a neighborly fashion in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed and presented to the managing agent. The pet owner will receive written notice of the violation. The violation may result in a fine or other enforcement action. The board of managers also has the authority to assess and collect amounts necessary to repair or replace damaged areas or objects.
  
- b. A fine may be imposed upon a unit owner or unit renter (a “resident”) for violation of these rules by the resident or any member of their household, and any guest or visitor to their unit. The fines shall be \$100.00 for a first violation, \$250.00 for a second violation and \$500.00 for a third or further violation. In the event of a violation, a written notice shall be given to the resident setting forth the provision of this Dog Policy violated and the amount of any fine imposed. Such fine shall thereupon become immediately due and payable and its imposition shall not be subject to challenge by the resident unless, within seven (7) days after the aforesaid notice is given to the resident, the resident disputes the imposition of such fine by written notice to the managing agent. The notice of dispute shall be accompanied by such documents, written statements and other evidence as the resident considers relevant to the imposition of the fine or in mitigation thereof. In the event that notice of dispute is timely given by the resident, the complaint or incident report on which the notice of violation is based and the materials submitted by the resident shall be reviewed by the managing agent, which shall also conduct such investigation as it deems necessary for the purpose of determining the validity of the imposition of such fine. If the managing agent determines that the fine is valid and justified, it shall report its conclusion to the Board of Managers, which shall thereafter determine whether the imposition of the fine will be upheld. The Board of Managers shall give notice to the resident of its determination. If the fine is upheld, it shall thereupon become immediately due and payable.
  
- c. Each day that a violation continues after notice of the violation is given to the resident shall constitute a separate and distinct violation of this Dog Policy.
  
- d. The Board of Managers may require the permanent removal of any pet if such pet is determined by the Board to be a nuisance or a danger to the Ruppert–Yorkville community, its residents, guests and/or employees. Nonpayment of fines imposed in accordance with the foregoing procedure is also grounds for requiring removal.

- e. If it is determined that the dog must be removed, the dog owning unit owner or unit renter will be given 30 days to remove the dog from the premises, unless the Board determines, in its discretion, that immediate removal of the dogs is required in order to protect the health, safety and/or welfare of the Ruppert–Yorkville community, its residents, guests and/or employees.

#### **9. Indemnification Clause**

- a. Dog owning unit owners and unit renters shall indemnify the Ruppert-Yorkville Towers Condominium, its Board of Managers, Managing Agent, and their respective agents and employees, and hold them harmless against any loss or liability arising from their pet.

#### **10. Policy Amendments**

- a. The Board pursuant to policy and in compliance with all relevant statutes and regulations may amend these rules in its sole and absolute discretion at any time and from time to time.

(21) No awnings, radio or television aerials or other projections shall be attached from any Residential Unit to the outside walls of the Building, and no blinds, shades or screens shall be attached to, hung or used on the exterior of any window or door of any Residential Unit, without the prior written consent of the Condominium Board, which consent shall not be unreasonably withheld or delayed. No blinds, shades, screens, draperies or drapery backing that are visible through the exterior windows shall be hung or used in any Residential Unit without the prior written consent of the Condominium Board.

(22) A Unit Owner, whether a Residential Unit Owner or Commercial Unit Owner, shall not create a nuisance in the Unit it, she or he owns.

#### **(23) FINE POLICY**

(a) Except where a particular paragraph of the Rule and Regulations contains provisions for fines for non-compliance, a fine may be imposed upon a unit owner or unit renter (a Resident) for violation of a provision of the Rules and Regulations by the resident or any member of their household, and any guest or visitor to their unit.

(b) No fine shall be imposed by the Condominium unless the conduct for which the fine may be imposed hereunder is repeated after at least one written warning is given to the resident specifying the provision of the Rules and Regulations for violation of which a fine may be imposed, the date or dates of the occurrence constituting the violation and advising the resident that a fine may be imposed upon a repetition of the violation.

(c) In the event a violation is repeated after written notice as set forth in paragraph (b) herein, written notice setting forth the provision of the Rules and Regulations violated and the amount of the fine imposed shall be given to the resident. Such fine shall thereupon become immediately due and payable and its imposition shall not be subject to challenge by the resident unless, within seven (7) days after the aforesaid notice is given to the resident, the resident disputes the imposition of such fine by written notice to the managing agent. The notice of dispute shall be accompanied by such documents, written statements and other evidence as the resident considers relevant to the imposition of the fine or in mitigation thereof. In the event that notice of dispute is timely given by the resident, the complaint or incident report on which the notice of violation is based and the materials submitted by the resident shall be reviewed by the managing agent, which shall also conduct such investigation as it deems necessary for the purpose of determining the validity of the imposition of such fine. If the managing agent determines that the fine is valid and justified, it shall report its conclusion to the Board of Managers, which shall thereafter determine whether the imposition of the fine will be upheld. The Board of Managers shall give notice to the resident of its determination. If the fine is upheld, it shall thereupon become immediately due and payable.

(d) The amount of the fines shall be \$100.00 for a first violation, \$200.00 for a second violation of the same Rule and Regulation, \$300.00 for third violation of the same Rule and Regulation, \$400.00 for a fourth violation of the same Rule and Regulation, and so on adding an additional \$100.00 to the fine amount for each violation of the same Rule and Regulation. Each day that a violation continues after notice of the violation is given to the resident shall constitute a separate and distinct violation of the Rules and Regulations.

(e) Any notice required or permitted under the Rules and Regulations maybe given on behalf of the Board of Managers by any officer of the Board or the Managing Agent.

(24) Residential Unit Owners shall not affix any objects to the exterior of their Unit entrance doors or doorframes without the prior written consent of the Condominium Board. Notwithstanding the foregoing, Residential Unit Owners may affix one religious object to the doorframes of their Unit entrance doors without the consent of the Condominium Board, provided that the religious object does not exceed seven (7) inches in length and does not protrude past their Unit entrance doorframes into the hallway of the Building.

(25) All Unit Owners, their family members, guests, invitees, tenants, subtenants and licensees shall comply with the By-Laws of the Condominium at all times. A violation of Article VI, Section 5 and/or Article VI, Section 6 of the By-Laws by a Unit Owner, his/her

family members, guests, invitees, tenants, subtenants and/or licensees shall be considered a violation by the Unit Owner of these Rules and Regulations

(26) **Smoking Policy** Smoking is prohibited in **all common areas** of the building, including but not limited to the lobbies, hallways, stairways, elevators, playgrounds, third floor patios, gardens, courtyards, roofs, maintenance and security offices, laundry rooms, bike room, package room, utility rooms, compactor rooms, within 25 feet of all building entrance, near operable windows and any outdoor air intakes.

The above prohibitions on smoking apply to all owners, residents, as well as their subtenants, guests, invitees and friends.

Smoking is permitted within a residential apartment, provided that smoke or smoking odors do not escape into other residential apartments or into the common areas of the Building. Individual unit owners may permit or restrict smoking within their respective residential units.

Owners and residents shall implement all reasonable measures to ensure that smoke and smoking odors do not permeate from their apartment into other areas of the Building.

The term “smoking” is defined as inhaling, exhaling, carrying, burning or otherwise handling or controlling any lit, smoldering or electronic product containing tobacco, marijuana, cloves, or any similar substance, including but not limited to pipes, cigarettes, e-cigarettes, cigars and/or vaping devices.

Smoking by a unit owner, resident, guest, subtenant, invitee or friend, in contravention of the Condominium’s Smoking Policy constitutes a violation of the Rules and Regulations of the Declaration of Condominium and By-Laws.