

# 59 Pineapple Corp. House Rules Amended July 1, 2022

## GLOSSARY OF TERMS

59 Pineapple Corp. – Management Company

Shareholder – Purchaser/owner of apartment/shares at 59 Pineapple St.

Subletter – Person to whom a shareholder has entered into a sublease agreement

Resident – Anyone living at 59 Pineapple St.

Renter – Grandfathered tenant (Leebar)

1. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building.

1a. No tricycles, bicycles, scooters, skates, baby carriages, strollers or similar items shall be allowed to stand in the public halls, passageways, areas or parts of the building.

1a-1. All bicycles must be stored in the basement bicycle store area and be tagged with resident's identification or risk removal.

1b. No doormats may be used outside the apartment doors.

1c. No trash or any other items for disposal shall be left outside a resident's door, in the halls or under the trash chute itself at any time.

2. Shareholders wishing to perform minor home improvements may do so only in their own apartments or in the basement recycling area room with advanced approval from and coordination with the building's superintendent.

2a. All such minor work may only be conducted between the hours of 8:30 AM and 5:00 PM.

2b. For larger/home renovation projects, see Item 24 below.

3. Children and others shall not run or play in the public halls, stairways, courtyards, roof deck, elevator or any other public area of the building.

- 3a. No one shall use chalk or make any markings with any materials anywhere inside or anywhere upon the building or its grounds.
4. No residents are permitted to use the roof deck unless they have read the attached Roof Deck Rules & Guidelines and have filed a waiver with 59 Pineapple Corp.
5. No public hall or door or doorways of the building shall be decorated or furnished by any Resident in any manner without the prior consent of the Board of Directors.
6. 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.
- 6a. No Shareholder shall play upon or suffer to be played upon any musical instrument or permit to be operated a radio or TV, loudspeaker or any other device in Shareholder's apartment between the hours of 9 PM and the following 8 AM if it disturbs or annoys other occupants of the building.
- 6b. Construction or repair work or other installations involving noise shall only be conducted on weekdays (not including legal holidays) and only between the hours of 8:30 AM – 5 PM.
7. No article shall be placed in the common hallways, in front of doors, on/under the staircase landings, on fire escapes or upon the external windowsills of the building. This may include but is not limited to baby strollers, door mats, bicycles, umbrellas, boots and shoes.
- 7a. No one may step onto a fire escape for use other than for its intended use as an emergency egress from the building.
8. No awnings, window A/C units or ventilators shall be used in or about the building except in cases where there is express approval from the Board of Directors or 59 Pineapple Corp. Nothing shall be projected, placed upon or hung out of any window.
- 8a. The installation and removal of A/C units shall be the sole responsibility of the Shareholder of the apartment.
- 8b. A/C units must be connected to a dedicated electrical outlet/circuit.
- 8c. A/C units shall not block or impinge upon the ingress or egress of any fire escape.
9. No, sign, flag, advertisement or illumination shall be inscribed or exposed on or at a window or other part of the building, except such as shall have been approved in writing by the Board of Directors or 59 Pineapple Corp.
10. The Board of Directors leans toward 'self-sufficient purchasers' only.
- 10a. No guarantors, no parental co-purchases nor cash gifting shall be permitted.

10b. Purchasers whose names appear on their stock certificate shall be residents of 59 Pineapple St.

10c. New purchasers must be 'owner-occupied' for the first two years of residency. If the purchaser cannot occupy their unit at the time of purchase, then said unit shall remain empty/unoccupied for the first two years.

11. Shareholders must notify 59 Pineapple Corp. and building superintendent of all new residents residing in, or those who have moved out of, their unit--and those residents in possession of apartment keys/fobs--who are not otherwise stated as residents in the original purchase or sublease agreement. This would include, but is not limited to, new or ex-spouses, roommates, relatives, etc.

12. Residents may move in or out of their apartments Monday through Friday between the hours of 9 AM and 5 PM and must coordinate any and all such moves with the building superintendent. The vestibule stairs and all building staircases must be protected with a ramp. Saturday moves are by special arrangement with the Board of Directors and building superintendent. No moves are permitted on Sundays.

13. Garbage, recyclables and refuse from apartments shall be disposed of only at such times and in such manner as the Board of Directors, building superintendent or 59 Pineapple Corp. may direct. All metal cans, bottles, cardboard boxes, plastics, newspapers, etc., must be brought down to the basement garbage/recycling room and placed in the proper receptacles provided and marked. The following rules shall be observed with respect to refuse disposal:

13a. All debris is to be securely wrapped or bagged in a small-sized package and tied off securely so as to fit easily into the trash chute.

13b. Wet debris should be completely drip-free before it leaves the apartment and carried to the trash chute. It should be carried in a careful manner and placed in a drip-proof container before being placed into the chute so as to prevent anything from dripping onto the floors of the building or wetting the chute or garbage collection bins at the bottom of the chute in the basement.

13c. NO glass bottles, cans, newspapers, cardboard boxes or other recyclables shall be dropped down the chute but shall, instead, be physically brought to the basement and be left in the proper recyclingbins.

13d. No trash or any other items for disposal shall be left outside a resident's door, in the halls or under the trash chute itself at any time.

13e. Bulky items, extra-large cartons or boxes, crates, sticks of wood or other solid matter shall not be stuffed into the trash chute but brought to the basement instead. Small items of this nature may be left in a neat and contained manner in the basement.

13e-1. Special arrangements with the building superintendent shall be made ahead of time for extremely heavy, large or bulky items like furniture, beds, cabinets or appliances so the proper removal of such can be arranged.

13f. Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic or any other flammable, explosive, highly combustible or noxious substance or lit cigarettes or cigar stubs or contents of ash trays be thrown into the trash chute, but shall, instead, be extinguished and be brought down to the basement.

13g. Vacuum cleaner bags should be wrapped in a securely tied bag or package and then placed into the trash chute.

13h. Cat litter, diapers, or odor-causing items must be brought to the basement.

14. Neither the bathroom in the building's basement nor a bathroom in any apartment shall be used for any purposes other than that for which it was constructed, nor shall any sweepings, cat litter, rubbish, baby wipes, rags or caustic or corrosive chemicals (e.g., Drano) or any other article(s) be thrown into the toilet or other apparatus (such as sinks or bathtubs). The cost of repairing any damage resulting from the improper use of the toilets or other apparatus shall be paid for by the Shareholder in whose apartment it shall have been misused OR by the Shareholder's guest or visitor is identified as having improperly used such apparatus.

15. No Shareholder shall send any employee of 59 Pineapple Corp. out of the building on any private business of a Shareholder. No employee of 59 Pineapple Corp. may be used by any Shareholder for the private business of any Shareholder without the prior written consent of the Board of Directors having first been obtained in each instance.

16. No dogs are permitted in the building at any time and may not be brought into the building by visitors.

16a. Pets may not be kept for commercial purposes.

16b. Pets causing or creating a nuisance or unreasonable disturbance, odor or noise shall be permanently removed from the property.

16c. Pets within common areas must either be carried in hand, inside a carry-case or be on a leash.

16d. Residents are required to clean up after their pets.

16e. Cat litter should not be thrown down the garbage chute but rather taken down to, and disposed of, in the basement. (See Item 13h).

17. No radio or television aerial, dish or any such device shall be attached to or hung from the exterior of the building without the prior written approval of the Board of Directors or 59 Pineapple Corp.

18. No vehicle or vehicle of an employee of a Shareholder shall be parked in such manner as to impede or prevent ready access to any entrance of the building by a resident or visitor or shall block access to another vehicle.

- 18a. No motorcycle, scooter, moped, bicycle or any such vehicle may be parked on the sidewalk in front of the building nor locked or attached to any property of the building.
19. Residents shall use the available laundry facilities only upon such days and during such hours as may be designated by the Board of Directors or 59 Pineapple Corp.
20. 59 Pineapple Corp. shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes
21. No group tour or exhibition or stoop sale of any apartment or its contents shall be conducted, no shall any auction sale be held in any apartment without the consent of the Board of Directors or its managing agent.
22. Complaints and suggestions regarding the service of the building shall be made in writing to the Board of Directors and/or to the managing agent.
23. Shareholders whose maintenance payments are received after the 16<sup>th</sup> of each month will be charged a late fee in an amount to be determined from time to time by the Board of Directors at its sole discretion.
24. Shareholders who wish to sell apartments or to obtain approval for a sublet are required to pay processing fees in such amount as the Board of Directors may, from time to time, approve.
25. Shareholders wishing to make structural improvements to their apartments must ensure that all work is done in accordance with applicable New York City building codes and with all appropriate licenses, permits and insurance certificates.
- 25a. Any such plans will require the prior approval of 59 Pineapple Corp. and the Board of Directors to ensure that the work will not affect the common areas or result in structural damage to the building. A refundable deposit will be requested in case there is damage done to any common areas of the building.
- 25b. All such work which may make disturbing noise shall only be conducted between the hours of 8:30 AM and 5 PM.
- 25c. No work shall be conducted on Saturdays or Sundays without advanced approval of the Board of Director.
26. Shareholders must live in their apartment for at least two years before the Board of Directors will consider an application to sublet.
- 26a. A shareholder seeking to sublet their apartment must apply to the Board of Directors at least six (6) weeks prior to the commencement date of the proposed sublease and must submit an application in such form as the Board of Directors shall, from time to time, require.
- 26b. The Board of Directors may accept or reject a prospective subletter in its sole and absolute discretion.

26c. A non-refundable Application Fee as determined by the Board of Directors, and at its sole discretion, must accompany each sublet application.

26d. Upon approval by the Board of Directors, the shareholder will be permitted to enter into a sublease with an initial period of 12 months at which time the Board of Directors will, in its sole discretion, consider an extension of said sublease.

26e. No sublease will be considered effective until it is approved in writing by the Board of Directors.

26f. Any sublease without the prior written approval of the Board of Directors shall constitute a default under (Article 3 of the Real Estate Board of the NY Sublease Agreement).

26g. For all sublease renewals and extensions, shareholders must submit a Sublease Renewal Contract to the managing agent at least two months prior to the end of the sublease term.

26h. The extension or renewal of a sublease is granted or denied at the sole discretion of the Board of Directors.

26i. Upon approval of a sublease by the Board of Directors, the **shareholders** shall provide a Security Deposit, prior to the commencement date of the sublease, in the amount which is determined by the Board of Directors at its sole discretion.

26i-1. The Board of Directors will place the Security Deposit in a special account in the name of 59 Pineapple Corp. Upon expiration of the sublease, 59 Pineapple Corp. will determine what damage, if any, was done to the common areas of the building by the subletter and will deduct the cost of repair from the Security Deposit. In the event the cost of repair exceeds the amount of the deposit, the subletter shall bear the cost of such repairs in excess of the amount of the deposit.

26j. Each shareholder who is permitted to sublet his or her apartment must carry homeowners' insurance on said apartment in such amounts as the Board of Directors shall, in its sole discretion, require. The current minimum level of coverage is set at \$100,000.

27. Reasonable Accommodation Policy. 59 Pineapple Corp. is committed to granting reasonable accommodations to its rules, policies, practices and/or services where such accommodations enable people with disabilities the equal opportunity to use and enjoy their dwellings as required by federal, state and local law. A reasonable accommodation may include an exception to a rule or policy or a physical change to a common area of the Building. A disability-related reasonable accommodation exists when there is an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

27a. Reasonable Accommodation Requests. 59 Pineapple Corp. accepts reasonable accommodation requests from persons with disabilities and those acting on their behalf. Individuals who would like to request a reasonable accommodation should make such request to 59 Pineapple Corp. 59 Pineapple Corp. may require that a reasonable accommodation request is supported by a letter from a healthcare professional and/or other documentation authorized or permitted under the relevant provisions of law.

It is 59 Pineapple Corp.'s policy to request only the information needed to determine if a reasonable accommodation should be granted under federal, state or local law. We will never require individuals to provide medical records or to provide details of a disability beyond that which is sufficient to demonstrate the existence of a disability and the relationship between the disability and the requested accommodation.

The Board of Directors will endeavor to make a decision on the request promptly following the receipt of all required documentation. If the request is of a time-sensitive nature, please let the Board know and it will make its best efforts to expedite the decision-making process. If the Board grants the request, you will be notified in writing by letter and/or email.

If the Board denies the request, it will provide you with a dated letter stating the basis for the denial. If an individual with a disability believes a request for reasonable accommodation has been wrongfully denied, the individual may appeal the request, in writing, to the Board or resubmit the request with additional supporting documentation, if any.

27b. Policies Specific to Requests for an Emotional Support Animal (“ESA”) or Service Animal as a Reasonable Accommodation to the Building’s “No Dog” Policy. Where a request to keep a dog in an apartment as a reasonable accommodation for a disability is granted, the Board will request the following items from the individual requesting the accommodation (or the disabled individual’s representative):

27b-1: A photo of the ESA or Service Animal

27b-2: Proof of the dog’s current vaccinations

27b-3: Proof of the dog’s licensing by the New York City Department of Health

27c The following policies will apply to ESAs and Service Animals in the Building’s common areas:

27c-1: An ESA must be on a leash at all times, which leash may be no longer than six (6) feet.

27c-2: A service animal must be appropriately restrained and/or otherwise under control by its handler.

27c-3: When being transported by anyone other than the disabled handler, ESAs and service animals must enter and exit the Building through the Building’s service entrance.

27c-4: When being transported by anyone other than the disabled handler, ESAs and service animals may not ride the elevator unless it is empty of other residents or guests.

27c-5: When being transported by anyone other than the disabled handler, ESAs and service animals are not permitted in any common areas of the Building other than common passages leading directly from the service entrance to the disabled handler's apartment.

The above rules apply to dog walkers, family members and guests of the disabled handler, as well as co-occupants in the disabled handler's apartment.

Moreover, the disabled handler (or, where a disabled handler is a minor, the parent or legal guardian of such minor) is responsible to ensure that any ESA or Service Animal does not create a disturbance or nuisance in the Building, including, but not limited to: excessive barking, exhibiting aggressive or erratic behavior, and/or relieving itself in any common areas of the Building, on the Building or Building property, or within fifteen (15) feet of the entrance of the Building. 59 Pineapple Corp. reserves all rights with respect to any disturbance or nuisance caused by an ESA or Service Animal.

28. Smoking of any materials is not permitted in the hallways, stairways or any public or common areas in the building including the basement, elevator and roof deck.

29. Floor Covering (80% Rule): Each shareholder is required to cover 80% of the walkable part of their floors with a rug, with a ½ inch rug pad underneath, to reduce the level of noise and decrease risk of disturbing the downstairs neighbor.

29a. If shareholders are replacing floors in their apartments, they are highly encouraged to include soundproofing insulation as part of their renovation.

30. Building package deliveries are only to be addressed to residents whose name is on a lease.

30a. No receivables of any commercial business mail, shipping boxes, etc should be addressed to a resident of the building

30b. Mail and packages not picked up from the package room within 15 days shall be moved to and locked in a storage space in the basement and must be picked up from the building superintendent.

31. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the lessor. All shareholders, sublessees or holders of any lease shall be bound by the House Rules stated above.

32. All New York City fire regulations supersede any laws contained herein.

33. Roof Deck Rules & Guidelines. No resident (shareholder and/or subletter) is permitted to use the Roof Deck unless they have read, signed and have on file with our management agency, Adventure Properties, these Roof Deck Rules & Guidelines along with the Roof Deck Waiver & Release Agreement.

33a. Hours: •Open seven days a week, year-round, from 10:00 AM to 10:00 PM.

33b. Areas of Access: •Access is restricted to 59 Pineapple St. residents and their escorted guests only. •Users are to restrict themselves to the deck area and wooden walkway only. •Walking on our building's roof is not permitted.

33c. Maximum Occupancy: •30

33d. Smoking: •The smoking of all materials is prohibited on the deck, including e-cigarettes and vapes. •The carrying of lighted cigarettes, cigars, matches, candles or other inflammatory materials is strictly prohibited.

33e. Food/Beverages: •No glass containers are permitted on the deck. •Food and beverage containers should be easily disposable. •Residents are not to bring items which have the potential to damage the roof deck or to fall or blow off the deck.

33f. Trash: •All trash is to be disposed of inside the building according to established building procedures. •No trash may be left on the deck.

33g. Children: •An adult resident or guest must accompany anyone under the age of 16. •No child may be left unattended on the Roof Deck at any time. •No 'Kiddy Pools' or any other recreational water devices are permitted.

33h. Pets: •No pets are allowed on the Roof Deck at any time.

33i. Noise: •Our Roof Deck is a designated "Quiet Space," meant for the peaceful enjoyment for all residents and guests. •Users of our deck are accountable to the 59 Pineapple Corp. House Rules and regulations regarding noise. •Headphones must be used with players, radios and all other audio equipment.

33j. Furniture: •Deck furniture is provided by our building and must be treated respectfully. •Any deck furniture that is moved, must be returned to its original location. •Table umbrellas must be closed and tied down after use. •Residents are permitted to bring their own chairs to the deck, but any such furniture must be removed when residents leave. •No personal furniture to be used on the deck may be left in hallways or stairwells.

33k. Parties/Organized Events: •No 'closed' parties are permitted. •No "private/group-only" gatherings may be requested. •Any resident wishing to use the deck for a group of 10 or more people must first request and complete a Roof

Deck Reservation Form from our building's management agency, Adventure Properties, at least one week prior to the event. •Our Roof Deck is open to all residents •Only one such group will be permitted on the same date. •No group will be permitted to schedule for a duration longer than 4 hours. •No group will be permitted to extend their time past 10:00 PM. •Adventure Properties will suggest alternates dates/times in the event of a conflict. •A reimbursable deposit is required. The amount is determined by the Board of Directors and must be paid at the time the reservation is made and forms are signed. Contact Adventure Properties for the current amount of deposit.

331. Affirmation: •These rules may be added to, amended, or repealed at any time by the 59 Pineapple Corp. Board of Directors.

33m. Conflicts/Complaints: •Always try to be courteous and cooperative. •Our Roof Deck is an important amenity for our building, but it can become a problem if residents do not try to first resolve any conflicts quickly and amenablely between themselves. •If any resident finds it necessary to register a formal complaint, please contact our management agency, Adventure Properties and the matter will be brought in front of the Board of Directors, if necessary. •If you find that anyone is using the deck after hours, behaving inappropriately, creating excessive noise, and is unwilling to conduct themselves in accordance with these rules, please call Adventure Properties. Your complaint will be transmitted to and noted by the building's management further action.