

**159 Madison Ave
New York NY 10016-5437**

**Residents Handbook
January 2010**



RESIDENTS HANDBOOK

159 Madison Avenue Owners Corporation

159 Madison Avenue was built in 1911 (there is a picture hanging in our lobby of the building while it was under construction) and was occupied from spring 1912 until 1957 by the Executive Brassiere Company that primarily produced ladies undergarments. In 1957 General Electric purchased the building and occupied it as the headquarters of their international operation. The building was then sold to an investment group led by Jack Ehrenhaus, who converted the building to rental units in the late 1970's.

In December 1986, 159 Madison Avenue Associates (the sponsor) made its first offering to convert the building to Cooperative ownership. The Cooperative Organization of 159 Madison Owners Corp. was declared, effective April 11, 1988.

Our building and neighborhood have all experienced very positive changes over the past decade. The Board of Directors would like to welcome you and give you helpful information about the neighborhood and the building's policies. As residents, we are all interested in enjoying the privacy of our apartment in comfort. As shareholders, we have an interest in enhancing the value of the property in which we have made a substantial investment. The degree to which this is possible depends in large measure upon the extent of our mutual concern and interest, and in the manner in which these are expressed. It requires a spirit of give and take, courtesy on the part of the staff towards residents and vice versa, and consideration for the comfort and quiet enjoyment of the premises by your neighbors as well as yourself. All of this can be accomplished if we cooperate, are considerate, courteous and follow a few simple rules.

The following Residents Handbook summarizes the policies of the Cooperative, the House Rules and Regulations most often referred to. Shareholders are also encouraged to read carefully the Proprietary Lease and the By Laws of the Corporation. The policies in this handbook are in addition to these documents and nothing in the handbook is to supersede these two documents.

We have tried to give to you, in capsule form, the answers to most questions you will have about the building, its services, and your responsibilities as shareholders. Please read this handbook carefully and keep it handy for future reference. This handbook is reviewed annually and the Board welcomes your comments on improving the usefulness of this handbook.

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HOUSE RULES

House Rules hold a building together and help to ensure harmonious living conditions for all residents living in the same building.

To quote Charles Rappaport, president of the Federation of New York Cooperatives: **“House rules are designed to foster reasonable relations among those people who live under the same roof. They’re not meant to be punitive.”**

The Board of Directors urges you to read through the attached list and to fully understand what is expected of everyone. If you should have any questions, please do not hesitate to contact any of the Board of Directors or the Managing Agent.

1. HALLWAYS

The Coop invested a considerable sum in renovating the hallways. Appropriate respect should be paid to the investment of your building. The following rules and guidelines were created.

- a) 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, and the fire towers (A&B stairs) shall not be obstructed in any way.
- b) Children or animals shall not play in the public halls, courts, stairways, lobby or elevators and shall not be permitted on the roof without supervision.
- c) No public hall above the ground floor of the building shall be decorated or furnished by any resident, in any manner, without the prior consent of the Board of Directors.
- d) No article (includes, but is not limited to, umbrellas, doormats, shoes and strollers) shall be placed in the halls or on the staircase landings.
- e) No velocipedes, bicycles, prams, scooters or similar vehicles shall be allowed to stand in the public halls, passageway, areas or courts of the building.
- f) No smoking permitted in the hallways or public areas of the building per NYC smoking laws. Signage is also posted to remind you and your guests.
- g) No telephone or cable TV/internet connection cables or wires are permitted in the hallways.

2. LAUNDRY ROOM

- a) Laundry facilities are to be used only between the hours of **8:00 a.m. to 11:00 p.m.**

- b) Please be considerate of your neighbors. Remove your laundry promptly after completion from both washers and dryers. Please clear the lint trap in the dryer after each use to prevent a fire hazard.
- c) If you notice any leaks or have problems with any of the machines, please inform the doorman or super immediately.
- d) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

3. TRASH CHUTE / RECYCLING

- a) Garbage and refuse from the apartments shall be disposed only at such times and in such manner as the superintendent or the managing agent may direct. Garbage and refuse (including recyclable deposits) from the apartments shall be disposed of only between **8:00 a.m and 11:00 p.m.**
- b) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the compactor chute door.
- c) Renovation and construction materials must be removed by the Lessee's contractor under the supervision of the superintendent. Failure to comply will result in a fine to be levied at the discretion of the Board.
- d) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances or lit cigarettes or cigar stubs be thrown into the compactor chute. These materials are a fire hazard.
- e) Vacuum cleaner bags must never be emptied into the chute. Such dust, dirt, etc. should be wrapped in a securely tied bag and then be placed through the compactor chute door for disposal.
- f) The Superintendent shall be notified of any drippings, or moist refuse appearing on compactor and corridors.
- g) Cat litter should be wrapped in a securely tied bag and then be placed on the compactor room floor. **DO NOT THROW IT DOWN THE GARBAGE COMPACTOR CHUTE!** It will damage the compactor and repairs will be charged back to the Lessee.
- h) There are signs indicating New York City's recycling law posted in every laundry room, Recyclable items shall be disposed of in the appropriate bins. Corrugated cardboard boxes need to be flattened and left neatly stacked in the laundry room.
- i) If you have large items that need to be disposed of, such as appliance boxes, old appliances etc., call the superintendent. He will help you get rid of them.

4. NOISE

No resident shall make or permit disturbing noises in the building or permit anything to be done therein which will interfere with the rights, comforts or convenience of the other residents. No resident shall play upon or suffer to be played upon any musical instrument or permit a stereo or radio or television loud speaker in such resident's apartment between the hours of **11:00 p.m. and 8:00 a.m.** or if the same shall disturb or annoy other occupants of the building.

No construction or repair work or other installation involving noise shall be conducted in any apartment except **weekdays (9:00 a.m. – 5:00 p.m.)** and **Saturdays (9:00 a.m. – 4:00 p.m.) (9:00 a.m. – 11:00 a.m. is quiet time)** (not including legal holidays).

5. TERRACES / EXTERIOR / WINDOW GUARDS

- a) Barbecuing on terraces is in violation of New York City Fire Department regulations and house rules.
- b) NYC Law dictates that any apartment that has a child or children must have window guards installed in all windows. You are required to sign a form to this effect, once per annum, that this is being enforced.
- c) Nothing should be hung or shaken from the doors, windows, terraces or balconies or placed upon the windowsills of the building.
- d) No radio or television aerials shall be attached to or hung from the exterior of the building without the prior written approval of the managing agent.
- e) No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Board or the managing agent, nor shall anything be projected out any window of the building without similar approval.
- f) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or any other part of the building except such as shall have been approved in writing by the Board or the managing agent.
- g) Owners of apartments with terraces are responsible for keeping drains clean and free of debris and for immediately reporting any deterioration of floors, walls, flashing and grout. This will prevent leaks in apartments and save costly repairs.

WINDOW GUARDS

New York City law requires window guards on each window in an apartment that is the residence of children ten years old or younger. Annual certification is required from each resident stating whether the apartment is inhabited by young children. If desired, you may request window guards even if no children live in the apartment. To have window guards installed, please contact the Superintendent at 212-779-2568 who will help you get window guards that meet the standards set by the New York State Department of Health and by the Board of Directors and who will help you with the installation.

6. TOILET / WATER / LEAKS

- a) Toilets, and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, cat litter or any material disposed in such. Should any damage result from residents' or sub-tenants' misuse, they will be held responsible for any damages.
- b) Water Usage. The building pays a water bill based upon actual usage. Water charges, like heat, are included in your maintenance payments. Please minimize water usage. Certainly don't waste water.
- c) Please report any leaks in your apartment immediately to the superintendent. A leaking faucet can cost \$100 in water over a year. A running toilet can cost thousands of lost dollars if not repaired.

7. ALTERATIONS/RENOVATIONS

No alterations or renovations may be made without the prior written consent of the Board of Directors. This procedure is intended to prevent damage to the building and its mechanical components, and it is intended to ensure that licensed and insured contractors do the work.

All renovation and/or alteration plans shall be assigned to one of two categories:

- Category 1 – Apartment Light Work Renovations
- Category 2 – Apartment Alteration Renovations

With both the Light Work and Alteration Agreements, paperwork is required in terms of workers compensation, contractor insurance and/or homeowners insurance.

a) Category 1 – Light Work Renovations

Light Work Renovations include work that does not influence or disturb the building's structure or any of its systems, including mechanical, electrical,

plumbing (both water and sewer) and heating elements. The following is a list of Light Work Renovations:

- Painting, wall papering or plastering
- Carpeting (wall-to-wall)
- Floor tiling
- Floor refinishing
- Mirror installation
- Closet system installation
- Installing window treatment
- Re-facing cabinets
- Replacement of interior doors
- Installing appliances of same type, in same location, using existing electrical/plumbing lines.

If the renovation you intend to do falls under Category 1, you may utilize the "Light Work Alteration Agreement". If you are doing something in your apartment that does not fall into Category 1, you must follow the procedures set forth in Category 2. The Board, in its sole discretion, may require more or may impose additional requirements.

b) Category 2 – Alteration Renovations

This category includes any and all work which affects the building's mechanical, electrical, plumbing and/or heating systems as well as the building's structural integrity. If the renovation you intend to do falls under Category 2, you may utilize the "Alteration Agreement". The Alteration Agreement is available from the Managing Agent and a \$450 alteration fee is required, payable to 159 Madison Owners Corp., as well as a \$450 fee to Century Operating Corp.

Before beginning construction, a refundable security deposit of \$1000.00, made payable to 159 Madison Owners Corp. (certified, bank check, or money order only), must be given to the Managing Agent when approving the Alteration Agreement. The deposit will be returned after the work is completed, providing that no damage has occurred to the 159 Madison Avenue property.

If you have any questions regarding which "Agreement" to fill out or need a copy of an agreement, please contact the Superintendent. He will review the paperwork, and/or make suggestions. All paperwork should be submitted to the Superintendent first, he will then forward it to Century

Management Services, Inc., 7 Penn Plaza, Suite 1400, New York, NY 10001 (212-560-6400) on your behalf.

Please be advised that each renovation is different, naturally with Light Work Renovations or Category 1, the review process is a shorter period of time for approval.

Alteration Renovations or Category 2, the process is slightly longer due to the possibility that it may need to be forwarded to the Building's Architect for advisement prior to approval.

The Board of Directors and Management will make every reasonable effort to expedite the review of your Agreement so as not to unreasonably delay approved renovation work.

- c) If you need any work done in your apartment you must fill in a **work order form**, available at the doorman's desk. Charges are added to your monthly maintenance bill as **repair**. The minimum charge per work order is currently \$35.00 plus cost of materials.
- d) Hours of freight, delivery and inspection of hallway and conditions prior to work will and must be complied with.
- e) Contractor must use the freight elevator only. If they move supplies or materials in another elevator a fine of \$300 will be assessed.
- f) Hours of Alterations:
 - Monday – Friday = 9:00 a.m. – 5:00 p.m.
 - Saturday = 9:00 a.m. – 11:00 a.m. (quiet work only)
11:00 a.m. – 4:00 p.m. (all work)
 - Sunday – No work to be done.
- g) If you or your contractor is found in violation of the Alteration/Renovation rules, a fine of \$300.00 will be assessed.

8. PET POLICY

- a) 159 Madison Owners Corp. is a pet friendly building. Shareholders are allowed to have up to 2 animals per apartment. All animals must be registered prior to moving in to the building. Pets added to your apartment require registration at that time. Photos of the pet are required with the registration.
- b) Dogs and cats shall be maintained within the shareholder pet owner's unit. When outside the apartment, the pet shall be kept on a leash and under the control of the shareholder at all times.
- c) Pet owners shall assume sole responsibility for liability arising from any injury sustained by any person attributable to their pet in the common areas and agree to hold the owner and management harmless in such proceedings.
- d) As accidents do happen – the shareholder agrees to clean up after the pet and agrees to accept full responsibility and liability for any damage, injury or actions arising from or caused by the shareholders pet(s). If there is any damage done to the hallway carpet, the shareholder will be responsible to pay for any expense incurred for the steam cleaning of that carpet or repairing of said carpet.
- e) If you have a cat within your apartment, please dispose of the in a securely tied bag and place on the floor of the compactor room. DO NOT drop it down the compactor chute. Cat litter shall not be disposed of by flushing down toilets. Charges for unclogging toilets or clean up of common areas required and attributable to pet nuisance shall be billed to and paid by the shareholder pet owner.
- f) Consistent with the spirit of being a “good neighbor” pet owners agree to control the noise of their pet such that it does not constitute a nuisance to other tenants. Failure to control pet noise can result in the removal of the pet from the premises and/or eviction of the resident. Management reserves the right to determine if a pet must be immediately and permanently removed from the premises due to aggressive behavior which causes threat or bodily injury to any tenant, guest, or staff member.
- g) No pets are allowed on the roof deck.
- h) The shareholder agrees to register the pet(s) in accordance with local NYC laws and requirements. The shareholder agrees to immunize the pet(s) in accordance with local NYC laws and requirements.
- i) Fines will be imposed for failure to comply with this policy. A fine of \$50 will be charged on the first incident, \$100 for the second incident. Further incidents will be reviewed and acted on by the board.

9. SECURITY

- a) It is mandatory that a **current set of keys** to the apartment be left with the building superintendent, should entry be necessary to your apartment in the event of an emergency. Keys are locked away in a key-box and are only available to the superintendent and the doorman on duty to ensure your privacy and safety. This is NYC law.
- b) The building assumes no liability for any loss as a result of leaving keys at the doorman desk.
- c) The agents of the Board, and any contractor or workman authorized by the resident, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests. If the Board takes measures to control or exterminate any vermin, insects or other pests, the cost thereof shall be payable by the resident. For maintenance purposes, the building will cover the cost of exterminator services.
- d) If an emergency occurs that requires entry into your apartment (such as repair to a pipe or a fire, etc.), you will be responsible for the cost of repairing or replacing your door and/or locks, and that of any other apartment that must be entered to repair the situation if we do not have keys to your apartment.
- e) If you have an alarm system, you must provide the Superintendent and/or another shareholder with appropriate instructions to turn off the alarm, and with phone numbers where you may be reached in an emergency.
- f) Grocery deliveries may be made to your door. However, food deliveries by restaurants and others that leave flyers under doors and/or cause other disturbances and violations are not permitted. Those vendors may deliver to the building, but you will have to go down to the doorman to accept the delivery.
- g) The doorman must announce all visitors to the building and no one is permitted entry until you have given permission.
- h) No resident shall send any building employee out of the building for any private business errands.

10. SUBLET POLICY

Sublets are only allowed based on the approval of the Board of Directors on an annual and on a case by case basis. If you wish to sublet your apartment, please get in touch with the managing agent who will provide you with all the necessary papers, and schedule a meeting for you and your prospective tenant with the Board. Sublets are on a year-to-year basis and are limited to three years after the shareholder has resided in

the apartment for a minimum of two years. A sublet fee (currently 25% of your annual maintenance charges) will be charged annually at the beginning of the sublet. The Closing Agent is Jane Collier, Century Operating Corporation, (212-560 6468), jcollier@centuryny.com.

Additional sublet fees are:

- Processing Fee: \$450, payable to Century Operating Corp.
- Credit Check Fee: \$50, payable to 159 Madison Owners Corp.
- Move in Fee: \$500, payable to 159 Madison Owners Corp.
- Move out Fee: \$500, payable to 159 Madison Owners Corp.
- Move in Deposit: \$500, payable to 159 Madison Owners Corp.
- Move out Deposit: \$500, payable to 159 Madison Owners Corp.

11. **GUEST POLICY**

If you have a visitor staying in your apartment for any length of time (a visitor may stay up to 30 days), the resident must fill out a guest form that needs to be approved by the Board of Directors. This is for security reasons. Otherwise, any guest in the building longer than 30 days will be considered a subtenant, and your apartment sublet.

12. **MOVE IN / MOVE OUT**

Moving in and out of the building require that arrangements be made in advance with the management office. There is a \$500 move in fee, as well as a \$500 move out fee, payable to 159 Madison Owners Corp. There is also a \$500 move in deposit, as well as a \$500 move out deposit, payable to 159 Madison Owners Corp. Please advise the Superintendent, in advance, of your intended date and requested hours.

If you are planning to move anything substantial such as boxes or furniture, advance arrangements need to be made to use the freight elevator by calling the Superintendent. The freight elevator is available Monday to Saturday 9:00 a.m. to 7:00 p.m. As only one freight elevator is available, the super will schedule a block of time for your exclusive use to ensure a quick moving process.

The freight elevator is not available on Sundays or major holidays (July 4, Labor Day, etc). Please do not attempt to move in furniture or loads of belongings on Sundays.

13. **LUGGAGE CART**

The luggage cart has been provided for the building as a courtesy to be used by all of the residents, and not for the sole use of one. The luggage cart is not to be used for renovation work or moving in/out. Children are not allowed to play or sit on the luggage cart. **It is your responsibility to return the luggage cart directly to the lobby immediately after use.**

14. **ROOF DECK**

Many volunteer hours and money were put into making the roof deck a beautiful and desirable area for everyone to enjoy. In order to keep the roof deck in this condition and as a courtesy to others, please adhere to the following:

- a) The hours of the roof deck are **8:00 a.m. – 12:00 a.m.**
- b) Do not move plants or disturb watering system.
- c) If you use the table umbrella, it must be closed and tied before leaving the area to prevent it from blowing away and breaking.
- d) If you use the lights and extension cord from inside the roof deck, please unplug before leaving.
- e) If you use the seat/lounge chair cushions, please return them to the area at the top of the staircase.
- f) No children are permitted to be on the roof deck unattended by a parent or guardian and are not allowed to run or mark up the roof deck with chalk or other writing utensils.
- g) No pets are allowed on the roof deck at any time.
- h) No personal items may be left or stored on the roof deck.
- i) There is no grilling or barbecuing allowed on the roof deck.
- j) Please remove all bottles, cans and rubbish from the area and dispose of properly.
- k) Discard cigarette/cigar butts into the receptacle provided for this purpose and not on the roof deck floor.
- l) If there is something out of place, broken or left on the roof deck, please contact the doorman to remedy the problem.

15. MISCELLANEOUS

- a) No vehicle belonging to a resident or to a member of the family or guest, sub-tenant or employee of a resident shall be parked in such a manner as to impede or prevent ready access to any entrance of the building from another vehicle.
- b) It is the shareholder's responsibility to ensure timely payments of maintenance. Maintenance payments are due the first day of each month. Payment received after the 10th of each month will result in late payment fee of \$50 per month.
- c) Complaints regarding the service of the building shall be made in writing to the building's Managing Agent:

Century Operating Corp
7 Penn Plaza – Suite 1400
New York, N.Y. 10001
560-6400
Managing Agent: David Lipson 212-560-6400
Fax: 212-560-6420
Email: dlipson@centuryny.com

Assistant to
Managing Agent: Susan Pryce 212-560-6474
Email: spryce@centuryny.com

These house rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor, provided that such resolution is adopted by the affirmative vote of no less than two thirds of the Directors then in office. Any consent or approval given under these house rules to the shareholder shall be revocable at any time.

again. Should for any reason a visitor call from the intercom and the doorman is not available to announce him/her, you may activate the door buzzer by pressing the number **9** on your dial. If you do not wish to permit entry to your visitor, just hang up the phone and/or press the number **2** button to switch back to your telephone line. The door buzzer will not be activated.

When visitors ring or are announced on your intercom please be sure to have them identify themselves to your satisfaction before you permit them to enter the building.

UNDER NO CIRCUMSTANCES SHOULD YOU PERMIT ANYONE INTO THE BUILDING UNLESS YOU HAVE CAREFULLY CHECKED THEIR IDENTITY.

The security and safety of the entire building is only effective as the willingness of each resident to be conscientious in this regard.

3. **159 MADISON AVENUE**

Doorman/Front Desk 212-686-6126

Superintendent – Patrick Dunne 212-779-2568
pdunne@nyc.rr.com

Managing Agent – Century Operating Corp
Property Manager – David Lipson 212-560-6400
dlipson@centuryny.com

Assistant to David Lipson – Susan Pryce 212-560-6474
spryce@centuryny.com

Closing Agent – Jane Collier 212-560-6468
jcollier@centuryny.com

159 MADISON AVENUE**Board of Directors**

PRESIDENT:	Kathy Kahng	(212) 924-2210 kkahng@cityrax.com
VICE PRESIDENT:	George Elkins	
TREASURER:	Karen Minichiello	
SECRETARY:	Kathy McIntyre	
DIRECTOR:	Colleen Coffey	
DIRECTOR:	Brian James	