

**THORNTON PLACE OWNERS, INC.**

67-50 Thornton Place  
Forest Hills, NY 11375

**HOUSE RULES**

**EFFECTIVE JULY 1<sup>ST</sup>, 2025**

**SECTION I. GENERAL RULES**

- I.1 The terms used in these House Rules shall have the same respective meaning given to such terms on the Proprietary Lease to which these House Rules are attached.

Lessor: Thornton Place Owners, Inc. ("TPOI"). Where approval is required, this means approval by the Board of Directors of TPOI.

Lessee: Holder of Proprietary Lease

Managing Agent: Kaled Management Corp.

Building: The premises located at  
67-50 Thornton Place  
Forest Hills, New York 11375

- I.2 The Lessees and occupants of the building and each Lessee's guest, employees, subtenants or any other person or persons in the building at the invitation of, or with the permission of, or on behalf of one of the aforesaid, will observe and comply with such rules as the Lessor may prescribe for the safety, care and cleanliness of the building and the comfort, quiet and convenience of other Lessees and occupants of the building.
- I.3 These House Rules shall be binding not only on all Lessees but also, where applicable, on the agents, employees, subtenants, guests and members of the families of Lessees and on all occupants of apartments. Neither the Managing Agent, Superintendent, Building Custodian nor any other employee of the Lessor shall have the authority to give any consent or approval which is not given under these House Rules.
- I.4 The House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors or by vote of the holders of two-thirds of the outstanding shares of the Lessor.
- I.5 Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

- I.6 Violation of the House Rules may result in improper use administrative fees. Since violations may range in severity from inconveniencing residents to endangering the health, security or property of other occupants, administrative fees will be imposed according to their severity. A schedule of such fines shall be maintained by the Managing Agent and shall be available to all lessees and other occupants. Continuing or egregious violations may, and can, lead to eviction proceedings. SEE Attachment "A" hereto.

## **SECTION II. EXTERNAL APPEARANCE AND LESSOR'S PREMISES**

### **II.1 Public/Common Areas**

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

- II.2 No baby carriages or strollers, bicycles or similar vehicles, shopping carts, laundry carts or baskets, or any other articles shall be allowed to stand in the public halls, passageways, stairways, areas or courts of the building. Nothing shall be hung or shaken from the doors, windows, terraces, or balconies or placed upon the window sills of the building.

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- II.3 Smoking (inclusive of tobacco, electronic cigarettes, or any other definition of smoking adopted by the City of New York in the Smoke Free Air Act (Title 17, Chapter 5 of the New York City Administrative Code)) is prohibited in all interior common areas of the Cooperative including hallways, stairwells, basements, garages, lobbies, pathways, rooftops as well as all outdoor areas of the building including the driveway, terraces and all garden areas, within twenty-five (25) feet of an entrance to the building.

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### **II.4 Elevators**

The walls, ceiling and floor of the elevator cab must be protected when it is being used for moving furniture, packages or oversized articles. The Managing Agent must be notified at least forty-eight (48) hours prior to the use of the elevator(s) to determine if the elevators need to be padded and that such materials for the elevator can be secured. In the event the Managing Agent is not available, the superintendent should be contacted.

Any damage caused by the failure to safeguard the elevator cab will be levied against the resident responsible.

Elevators should not be interfered with or held unnecessarily.

**II.5 Rooftop Areas**

- i. No Lessees may use the sixth floor roof at any time.
- ii. Lessees whose apartments abut the rear garage roof may use these areas for their personal enjoyment within the boundaries of the Proprietary Lease and House Rules, but in no event shall radio playing or disturbing noises be permitted while using the garage roof areas.
- iii. In compliance with New York City Fire Department regulations, at no time may there be any open flame equipment usage, including, but not limited to, barbeques, hibachis and fire pits. Any New York City generated summons, penalty or fine incurred as a result of non-compliance, shall be the responsibility of the Lessee. Lessor also have the right to impose administrative fees for non-compliance.

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Initial**II.6 Terraces**

- i. The Lessee shall not install or make any modifications, improvements, or alterations to any terrace or terrace dividers, including the adjacent walls of the building or install any planting beds, shrubs or trees or erect any structure on any terrace, or affix anything to the exterior building walls without the prior written consent of the Lessor. Anything so installed, affixed or erected will be removed by the Lessor or its Managing Agent without any liability to the Lessor or its Managing Agent and at the Lessees expense. Terraces may not be used for purposes of storage or drying or airing of clothes.
- ii. Terraces are to be inspected by the Managing Agent on a quarterly calendar basis and Lessees are subject to administrative fees by the Lessor depending on the level of violation.
- iii. At no time may there be any open flame equipment usage, including, but not limited to, barbeques, hibachis and fire pits on any terrace. Any New York City generated summons, penalty or fine incurred as a result of non-compliance, shall be the responsibility of the Lessee. Lessor also have the right to impose administrative fees for non-compliance.

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Initial**II.7 Windows**

- i. No exterior shades, awnings, window guards, ventilators, window coverings, decorations or other furniture shall be installed or used in or about the building without the written approval of the Lessor.
- ii. No signs, notices, signals or advertisements shall be inscribed or exposed on or at any window or other part of the building, except which as have been approved in writing by the Lessor or Managing Agent, nor shall anything be projected out of any window of the building without similar approval.

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**II.8 Building Exterior**

No radio, television aerial, broadcast dish or comparable receivers, or telephone wires shall be attached to or hung from the exterior of the building, including balconies and terraces.

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Initial**II.9 Minors/Less than 12 Years of Age**

Minor children on the premises of the lessor must be supervised and accompanied by an adult at all times in the public halls, lobby, stairways, fire towers and elevators and shall not play in the interior or exterior courtyards, or garden areas. Any liability arising out of any such unsupervised, or accompanied, behavior is the sole responsibility of the Lessee.

**II.10 Access**

Building access fobs are limited to residents of the Lessor's building only. If a Lessee loses a fob, a replacement may be obtained from the Managing Agent for the normal fee. No Lessee or employee of the Lessor shall furnish a building access fob to any non-shareholder.

**II.11 Deliveries**

- i. All deliveries of large items, including, but not limited to, furniture, appliances and construction material, must be done through a designated service entrance and the Managing Agent or Superintendent must be notified at least forty-eight (48) hours prior to delivery to determine if elevators need to be padded.
- ii. Deliveries shall be limited to Monday through Saturday from 9:00 a.m. to 4:30 p.m. No deliveries are permitted on Holidays. Other times for delivery are not permitted unless prior approval has been obtained from the Managing Agent or Lessor. Failure to follow these guidelines/restrictions, will result in the assessment of administrative fees.

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Initial**II.12 Parking**

Since there is substantial demand in excess of available parking spaces, a shareholder may have only one (1) space at any time. Parking spaces will be allocated as they become available and are not transferrable to other shareholders or non-shareholders at any time, nor are they transferred with the sale of an apartment. Lessor shall have the right to determine the monthly cost associated with having a parking space. Lessees must sign a parking lease, or other documentation, required by the Lessor prior to using a parking space.

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Initial**SECTION III LAUNDRY, STORAGE, TRASH**

- III.1** The laundry and drying apparatus shall be used in such a manner, and at such times, as the lessor and Managing Agent shall determine. The Managing Agent shall post such operating times and usage restrictions in the building laundry area. Lessees are prohibited from drying or airing

clothes on a terrace.

III.2 Except as herein otherwise provided, the Lessor shall have the right from time to time to curtain or relocate any space devoted to storage or laundry purposes.

III.3 All wet/biodegradable garbage/trash must be securely bagged before being thrown down the compactor chute.

III.4 Recyclable containers must be rinsed and taken to the designated ground floor containment areas as must all recyclable paper, including, but not limited to, newspapers, magazines, boxed and cartons that do not fit into the compactor chute.

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III.5 After an approved Alteration Agreement or Decoration Agreement from the Lessor has been given, construction debris/materials must be disposed of by the Lessee's contractor **AWAY** from the building's premises. If there is no contractor, Lessee must arrange for disposal either with the New York City Department of Sanitation or a private carting company. Pending disposal, such refuse shall not be placed or sorted in public areas outside or inside the building. It is the responsibility of the Lessee to ensure that all common areas of the Lessor's building used during such renovation be cleaned daily. The Managing Agent or Superintendent must be notified at least forty-eight (48) hours prior to delivery to determine if elevators need to be padded during construction.

III.6 Home furnishings, including, but not limited to, tables, sofas, mattresses, chairs, etc., are to be kept in Lessee's dwelling until the next designated Department of Sanitation removal day. For 67-50 Thornton Place removal days (as of the date of these House Rules) are Tuesday and Friday of any given week, with the exception of legal holidays.

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#### **SECTION IV. QUIET ENJOYMENT**

IV.1 No lessee shall make or permit any disturbing noise in the building, or do or permit anything to be done therein, which will interfere with the rights, comforts or convenience of others. No Lessee shall play upon or suffer to be played upon any musical instrument, or permit to be operated a stereo, radio or television in such Lessee's apartment, if the same disturbs or annoys other occupants of the building. No Lessee shall permit to be conducted vocal or instrumental instruction at any time, without the written consent of the Lessor.

IV.2 67-50 Thornton Place is a NO PETS designated building. Pets are not permitted to reside in the building. No Pets includes, but is not limited to, dogs, cats, reptiles and birds. "Grandfathered" pets may NOT be replaced.

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No pigeons, or other birds, squirrels, cats or other animals shall be fed from windows, garden areas, bushes and trees, or anywhere on the Building's property.

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## **SECTION V. RELATIONSHIP WITH STAFF AND OTHER LESSEES**

- V.1 No employee of the Lessor shall be sent out of the building by a Lessee at any time for any purpose.
- V.2 All complaints regarding the services of the Building by a Lessee shall be made in writing to the Managing Agent.
- V.3 Any repairs requested by a Lessee must be scheduled by the Managing Agent, or Superintendent. Lessor is not responsible for any work done by employees of the lessor while not on duty for TPOI.

Any Lessee, subtenant or guest may not directly request an employee of the Lessor to do work or make repairs, except in an emergency situation. The Managing Agent will also advise the Lessee if the work cannot be performed by any employee of the Lessor. See rule VI.10 requirements.

- V.4 The Managing Agent or employees of Lessor and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspected such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin insects or other pests.
- V.5 Open Houses are potential security braches and are not permitted without permission in advance from the Lessor or Managing Agent. If permission is given, the real estate broker's name, affiliation and phone number must be given to the Managing Agent or Superintendent or Building Custodian prior to the open house and there must be a person checking visitors into the building and escorting them to and from the Open House apartment. An administrative fee will be levied against the shareholder who does not obtain prior permission for an open house.

- V.6 The Lessor, by virtue of the Proprietary Lease, is entitled to have a key to each apartment for use in case of emergency. Keys are kept in a lock box accessed by the on-duty Managing Agent or Superintendent. As of June 1, 2014, new lessees shall submit a deposit in the amount of \$250. at the time of closing until such key is received by Lessor, after which deposit will be refunded.

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- V.7 If any Lessee has a complaint against another Lessee and it cannot be settled amicably between them after good faith efforts by the Lessees, such complaint may be addressed, in writing, to the Managing Agent for review. If the complaint is not addressed to the satisfaction of a Lessee, Lessee may request that the complaint be brought before a regularly scheduled meeting of the Board of Directors for review by the Board of Directors; such request must be made in sufficient time for the matter to be placed on the agenda of an upcoming Board meeting. In addition, Lessor's Counsel will be instructed as to next steps, i.e., Notice to Cure, etc.
- V.8 The Managing Agent from time to time will request Lessee to complete and return administrative and other forms necessary to comply with Federal/ State/Local laws and/or the Proprietary Lease, i.e., window guards, proof of homeowner's insurance, emergency contacts and lead paint forms, etc. Lessee must return such forms to the Managing Agent on a timely basis.

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Initial**SECTION VI. INSIDE APARTMENT RULES**

- VI.1 Lessees shall keep their apartment in a good state of preservation and cleanliness and shall not sweep or throw, or permit to be swept or thrown there from, or from the doors, windows or terraces thereof any dirt or other substances.
- VI.2 In order to reduce noise from normal apartment foot traffic in the 67-50 Thornton Place wood frame constructed building, a minimum of 80% of all floors in apartments (except bathrooms, kitchens and closets) shall be covered by carpeting or rugs laid over such padding/underlay or other material as may be necessary to absorb sound. In a 10ft x 15ft room, 80% coverage would mean a covered/carpeted area equal to 8ft x 12ft of carpet/padding/ underlay.
- "Carpeting" is understood to be material no less than one-half (1/2) of an inch thick. "Padding or other material" is understood to be material no less than one-half (1/2) of an inch thick.
- Where other than building standard wood floor is installed by or on behalf of the Lessee (i.e., rubber or vinyl tile, linoleum, slate, marble, etc.) an underlay of sound absorbent material shall be used.
- VI.3 Due to the age of the 67-50 Thornton Place building infrastructure, no clothes washer, dryer, dishwasher or garbage disposal unit shall be maintained in any apartment with the following exception: designated "G" and "M" apartments may install either a dishwasher or washing machine/dryer –not both—with prior written approval of the Lessor.

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If at any time it is determined that any apartment is in violation of this Rule, a per month administrative fee of \$300 will be levied on the Lessee until such time as the infraction is deemed corrected.

VI.4 Each apartment shall have one or more functioning smoke detectors and carbon monoxide detectors at the expense of the Lessee.

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VI.5 All Lessees must have, and maintain, Homeowner's Insurance, naming TPOI as an additional insured. Lessee is responsible for providing proof of such insurance at property closing and on a yearly basis as required by the Lessor or Managing Agent. Homeowner's Insurant normally covers walls, floors, renovations and personal liability.

VI.6 No ventilator or air conditioning device shall be installed by any Lessee without the written consent of the lessor as to the type, location and manner of installation of such device. Each unit must have its own designated electric line property installed in accordance with New York City law. If any lessee shall install such device without prior written consent or in variation with such consent or shall fail to keep such a device in good order and repair, the Lessor in its discretion may remove such device and charge the cost of removal to such Lessee and such device that may not be replaced until put in proper condition by such Lessee and then only with the further written consent of the Lessor.

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VI.7 Toilets and other water fixtures shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other articles be thrown into fixtures. Any damage resulting from misuse of toilets or other plumbing shall be borne by the Lessee by whom or in whose apartment it shall have been caused.

VI.8 No lessee shall employ workmen to do any work in their apartment on Saturdays, Sundays or Holidays, or during the ours prior to 9:00 a.m. or after 4:30 p.m. on other days.

VI.9 All renovations and alterations require prior written approval of the Lessor and Managing Agent. Lessees must comply with all terms set forth in the Alteration Agreement. The Alteration and/or Decorating Agreement must be completed and submitted to the Lessor and Managing Agent for Review processing and approval as might be necessary prior to the start of such alteration and/or renovation. Depending on the renovation/alteration complexity, it may be necessary to have an Architect's approval and a deposit to cover possible costs incurred to the premises of the Lessor and is required at the time of approval at the applicable deposit rate set forth in the Alteration and/or Decorating Agreement.

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- i. Contractors must be licensed and insured per regulations established by the Lessor; must remove all debris associated with any alterations and must keep the public areas clean.

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- ii. Lessees are responsible for obtaining any required New York City or State permits. No alteration may commence until all required permits are present to the Lessor and/or Managing Agent.
  - iii. All alterations may take place only between the hours of 9:00 a.m. and 4:30 p.m. Monday through Friday.
- VI.10 When moving in or out of an apartment [personally or in the instance of a subtenant residing in their apartment] the Lessee shall leave a deposit established by the Lessor, with the Managing Agent to cover any damages caused by the move. The Lessee shall also notify the Managing Agent seven (7) days in advance of the moving date so that adequate precautions can be taken to protect the elevators and public areas. Moving in or out of Lessor's premises shall be limited to weekdays, Monday to Friday, from 9:00 a.m. to 4:30 p.m. and moves are not permitted during Holidays; all moves must be done through a designated service entrance.
- VI.11 Lessor has the right to inspect Lessee's apartment at any time with due justification to ascertain whether any violations of these House Rules or the Proprietary Lease exist and should there be any, lessor has the right to levy administrative fees for any violations that are found and/or a Notice to Cure will be delivered/presented to Lessee.
- VI.12 No bicycle, e-bike, scooter, or any other mobility device powered by a lithium ion battery shall be permitted in any common area, apartment, storage area, basement, terrace, balcony, or any other space within the building or any adjoining area. This rule shall not apply to any mobility device used in compliance with the Americans with Disabilities Act ("ADA") or UL Certified (Underwriters Laboratories certified) product. The lab's certification, logo, mark, or name must be displayed on the item.

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## **SECTION VII. SUBLETTING**

- VII.1 Subletting must have the prior approval of the Board of Directors and is reviewed on a case-by-case basis for a term of one year. Prior to the expiration of the one-year term, any further sublet must be submitted to the Managing Agent for Board approval sixty (60) days in advance. The maximum duration for subletting an apartment is a total of three (3) years (consecutive or not) over the term of the Lessee's ownership. Upon expiration of the three (3) years period, Lessee has the option of returning to occupancy or selling their apartment.
- VII.2 Lessee must request permission in writing at least sixty (60) days in advance to sublet. Once permission has been granted, the Lessee must obtain an application from the Managing Agent and have it completed by the subtenant. A Sublease Agreement, in form similar to Blumberg Form P-193,

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must be submitted with the application and the Board designated application fee. The sublease must contain the clause that “NO PETS

ARE ALLOWED”. After reviewing the necessary documentation, a person interview with the proposed sub-tenant will be schedule and the application will then be brought before the Board.

- VII.3 Subletting is subject to a Surcharge Fee to be paid by the Lessee equal to a percentage of the Annual Maintenance. Percentage is calculated as follows:

Year one (1)	15% (fifteen percent)
Year two (2)	20% (twenty percent)
Year three (3)	25% (twenty-five percent)

The Surcharge Fee is due in full and must accompany the Sublease Agreement.

The sublet surcharge fee will be collected on an annual basis, even if the sublet is terminated prior to the expiration of the one-year term.

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- VII.4 Lessee is responsible for any damaged caused by their sub-tenant/s to the common areas of Lessor. All sub-tenants must comply with the house Rules and their failure to do so may result in eviction at the Lessee’s expense. In addition to payment of move-in and move-out deposits, Lessee is responsible for any administrative fees incurred by their sub-tenant.

- VI.5 Any and all visitors may reside in the apartment with the Lessee in residence for a period not to exceed three weeks (21 days) in any calendar year. Lessees shall notify the Managing Agent when someone will be occupying their apartment in Lessee’s absence. Any stay longer than three weeks (21 days) is considered an illegal sublet.

## **SECTION VIII. SALES**

- VIII.1 Lessee shall notify the Managing Agent prior to putting their apartment on the market for sale for the purpose of determining by visual inspection any violations or hazardous conditions that may exist. All such conditions shall be the responsibility of the Lessee to correct prior to sale.
- VIII.2 Open House restrictions are applied to all sales as described in house Rule V.5.
- VIII. 3 The administrative fee for the transfer of shares associated with a unit would be calculated and collected from the seller of a unit in an amount equal to one month of the maintenance fee in effect as of the closing date of the unit being transferred. The per share cost of the administrative fee would be based on the number of shares in the unit and be calculated by taking an amount equal to one month of the maintenance fee in effect as of the closing date of the unit being transferred and dividing that amount by the number of

shares allocated to the unit.

**SECTION IX. OTHER RULES**

**IX.1 Late Fee Policy**

Maintenance is due on the first day of each calendar month and no later than the 15<sup>th</sup> of any calendar month. If any Lessee shall be more than fifteen days late in paying maintenance charges, an additional late fee and interest will be charged as determined by the Lessor which shall be added to the amounts in arrears due and shall be due with the next monthly payment.

**IX.2 Refinancing Policy**

Refinancing of any mortgage or other indebtedness to the Lessor may not be undertaken without the prior written approval of the Lessor. Refinancing of any mortgage or other indebtedness shall be subject to the following limitations:

A. Lessee may only finance up to the:

- a. Value of the original mortgage associated with the Lessee's apartment, or,
- b. No more than 80% (eighty percent) of the then-current appraised value of Lessee's apartment. Lessee Shall be responsible for obtaining all necessary appraisals and submission of all fees deemed necessary by Lessor.

**ATTACHMENT A****VIOLATION and IMPROPER USE FEE SCHEDULE**

The following is the schedule of Improper Use Fees for violation of the House Rules of Thornton Place Owners, Inc. As highlighted in house Rule 1.3, these administrative fees may be changed or new fees established at the discretion of the Lessor. Questions on any Improper Use Fee should be directed to the Managing Agent.

CLASSIFICATION CODES					
“A”		“B”		“C”	“D”
HOUSE RULES NUMBER					
II.1	V.1	II.3	VI.3	II.5	VII.1
II.2	V.3	II.4	VI.6	V.5	VII.2
II.6	V.8	II.8	VI.8	VI.9	
II.7	VI.1	II.11		VI.10	
II.9	VI.2	III.4			
III.1	VI.4				
IV.1	VI.5				
IV.2					

**Fee Amounts**

(unless otherwise noted  
in the House Rules)

"A" – Letter of Warning for first offense

"B" -- \$150 per incident

"C" -- \$225 per incident

"D" -- \$300 per incident

**PROCEDURE FOR APPLYING VIOLATION and IMPROPER USE FEES**

- Violations are to brought to the attention of the Managing Agent either directly, through residents and/or through building staff.
- The Managing Agent investigates the circumstance surrounding the violation, and the responsible resident is advised of said violation.
- If the Managing Agent determines that a violation covered by the Improper Use Fees Schedule occurred, the Managing Agent will impose a fine based on the above schedule.

Attachment “A”/continued

4. The administrative fee is added to the lessee’s monthly maintenance charge and is due with the current/next monthly payment.

**NOTES AND EXCEPTIONS**

- A. Unresolved violation/s and non-payment of Improper Use Fees will result in additional administrative fees being added until such time as violation is remedied.
- B. Late payments are automatically added to the next monthly maintenance cycle and do not go through the violation procedure.