### HOUSE RULES OF HARRISON PARK OWNERS, INC.

# THE BOARD OF DIRECTORS OF HARRISON PARK OWNERS, INC. RESERVES THE RIGHT TO AMEND THE HOUSE RULES.

SECTION I HOUSE RULES – GENERAL PROVISIONS

SECTION II PET POLICY

SECTION III ALTERATION / RENOVATION POLICY

SECTION IV FINES AND PENALTIES

ALL SHAREHOLDERS, TENANTS, RESIDENTS AND GUESTS MUST COMPLY WITH THE HOUSE RULES.

### **SECTION I - GENERAL PROVISIONS**

The HOUSE RULES are to establish acceptable rules to govern the conduct by all shareholders, tenants and residents of Harrison Park Towers that are required for all to live together in a friendly, safe and healthy atmosphere. All shareholders, tenants and residents must all abide by the House Rules that are taken from the proprietary lease ("proprietary lease"), which is the legal agreement between shareholders/tenants and the Harrison Park Apartment, Inc. (the "Corporation") governing the right of shareholders to occupy the property, and from simple concepts of just and appropriate behavior that must govern all our interactions with all inhabitants of Harrison Park Towers.

The proprietary lease and the rental sublease agreements ("tenant lease") between specific shareholders and subtenants form the legal basis for resolving all disputes in the building. Those subtenants who are under a sublease from a shareholder must also abide by the provisions of the proprietary lease. Each subtenant is advised to contact the shareholder from whom he or she leases an apartment to discuss the issues of living cooperatively in this building.

The House Rules are <u>binding</u> on all shareholders, tenants, residents and other occupants (collectively, hereafter, "residents") and on all guests visiting the building. Each resident is responsible for any action of his or her guest who violates any House Rule. Any person who violates any House Rule is subject to a fine and possible eviction from the building.

The Corporation shall be entitled to receive from any resident that violates any of these rules all of the costs, fees, damages and expenses of the Corporation, including attorney's fees, in enforcing any provision of the house rules.

The house rules may only be modified, amended or otherwise changed by an action of the Board of Directors with written notice of such change to all residents.

The failure of the Corporation to enforce any provision of the house rules shall not operate as a waiver to enforce that provision or some other provision for the same or different breach in the future.

#### A. Rules of General Application

- 1. The Board of Directors is empowered to adopt, amend, and rescind the House Rules and to adopt, establish or amend sanctions in the event a resident or guest fails to abide by a House Rule.
- 2. Maintenance Fees, rental payments, and garage charges are due on the first day of each month. In the event the Corporation must undertake legal proceedings to collect these amounts or any other legal action regarding these matters, all such legal fees will be charged to the shareholder or tenant, as the case may be.
- 3. Fines and penalties have been established by the Board of Directors for violation of any House Rule as set forth in Section IV hereof. The Board of Directors reserves the right to modify, amend or increase the fines and penalties or impose additional fines it deems appropriate based on the severity of the infraction. In addition, nothing herein shall operate to bar or preclude, or to be deemed a waiver, of the Board of Directors'/management's right to evict any resident whose conduct or actions, or the conduct or action of their guest, violates its rental agreement or the proprietary lease.
- 4. Service requests are to be made only to the Management Office during normal business hours. Complaints are made in writing only to the Property Manager. EMERGENCIES MAY BE REPORTED TO THE MANAGEMENT OFFICE OR THE DOORMAN.
- 5. Residents should not request maintenance in their apartment from a member of the building's staff if such maintenance is not the responsibility of the Corporation. Please refer to the proprietary lease and/or rental lease to ascertain the maintenance responsibilities of the Corporation.
- 6. Damage to any common area of the property or any apartments in the building caused by the failure of a resident to adequately repair and maintain its apartment or the failure of any resident to act appropriately with respect to the common area will be the responsibility of the resident to repair and restore. Costs of repair and restoration will be billed to the resident. If the resident is a tenant, the shareholder from whom the tenant leases its apartment shall also be jointly and severally liability for such repair and restoration.

- 7. No signs, notices, advertisements or illuminations shall be inscribed, posted, or exposed on or at, any window or other part of the building, except such as shall have been approved in writing by the Board of Directors or the Property Manager.
- 8. The House Rules may be added to, amended or repealed at any time by the Board of Directors.

#### **B.** Apartments Space Rules

- 1. Apartments covered by the proprietary lease or any tenant lease shall be maintained in a safe and sanitary condition. No resident shall interfere with the rights, comfort, and convenience of any other resident. Apartments above the first floor shall be used for residential use only.
- 2. Residents must provide access to the Corporation, the Property Manager and their agents to their apartments in case of emergencies and to allow inspections required by applicable law. All residents must give an extra key to their apartment to the Property Manager, who shall maintain the keys in a secure manner. In the event of an emergency, it is necessary to force an entry into an apartment, the accompanying cost, including, without limitation, door and lock repair and replacement, will be billed to the resident.
- 3. Residents must be aware of the comfort of their neighbors. No loud or disturbing noises are permitted any time from any sources, including, televisions, radios, parties, stereos or other sources.
- 4. No open flames, grills, cooking devices (other microwaves or installed stoves), lanterns or any other device that has an open flame are permitted to be used in the building, on any terrace or otherwise on the property.
- 5. No awnings, window air conditioners, ventilators, air purifiers, or any other apparatus may be installed in, on, or about the building. Nothing may be projected out from any window, roof or terrace of the building. No articles (including household articles, commercial, religious, political, or decorative banners or illuminations) may be hung, displayed, or shaken from windows.
- 6. No planters can be installed on any exterior ledge, window, terrace or roof. No object may be set or placed on any exterior ledge, window or

- terrace of the building. Any variation from this rule can only be made by specific exemption from the Board of Directors set forth in writing.
- 7. No resident shall install any plantings on the terrace, balcony or roof without prior written consent from the Board of Directors.
- 8. No washers or dryers may be installed in any apartment without the written consent of the Board of Directors. The use of portable washers and dryers in any apartment is strictly and absolutely forbidden.
- 9. Residents shall deposit normal household refuse, in tied plastic bags, into one of the compactor chutes on each residential floor. Newspapers must be bundled and left on the shelf of the compactor room. Residents must abide by the state and local recycling laws posted in each compactor room. No flammable, burning, or potentially explosive objects shall be put into the compactor room or chutes. If a refuse bag is too large to go down the compactor chute, it must be brought to the compactor room on the basement level. NO LARGE BAGS OF TRASH CAN BE LEFT ON THE FLOOR OF THE RESIDENTIAL COMPACTOR ROOMS. This would create a serious health and safety issue for the residents and the property.
- 10. Residents must notify the Property Manager to schedule the use of the service elevator. Moving in or out of the building must be scheduled between 8:00 a.m. and 6:00 p.m., Monday through Friday. No moving in or out of the building is allowed on Sundays or holidays.
- 11. No resident or guest is permitted to feed birds, squirrels or other stray or wild animals from any terrace, from the garden, or from common areas of the property. This would create a serious health and safety issue.
- 12. Unsupervised children may not congregate nor play in the common areas of the building or property.
- 13. Children are the responsibility of their parents or guardians and not that of the personnel employed by the Corporation
- 14. Children unable to reach emergency buttons on the elevators shall not be allowed to ride elevators unescorted.
- 15. All children must stay out of the shrubs and flowerbeds.

- 16. Children are not permitted to bicycle ride, roller-skate, roller-blade, skateboard, or engage in any similar activity anywhere within the building or on the grounds.
- 17. Children are not permitted to play in the fountain in the rear of the garden or to throw stones, papers or other items into the fountain.
- 18. Parents, guardians or residents of children shall assume the costs of replacing any property damaged by their children.

## C. Garage and Parking Rules:

1. Garage spaces are leased and can be used only by the resident who has a garage rental lease with the Corporation issued for the car identified on the lease. Vehicles parked in any space other than the one assigned to that vehicle will be towed at the expense of the owner.

The Corporation requires that all residents register all vehicles to be parked in the garage or parking lot and that such registration be indicated by a sticker affixed in a place clearly visible to such vehicles. All employees and guests of residents are required to obtain from the Management Office a temporary identification sticker for any vehicle to be parked on the property.

- 2. No vehicle shall be parked in a restricted area outside the building, including, without limitation, all fire lanes.
- 3. The maximum vehicle speed on the grounds of the property is ten m.p.h. The maximum speed in the garage is five m.p.h.
- 4. All persons shall turn on the headlights of their vehicle when operating the vehicle in the garage.
- 5. The garage may not be used to store tires, automotive parts, trailers, luggage carriers or any other items, which can become a potential hazard. In addition, no flammable fluids or hazardous materials may be stored in the garage.
- 6. All vehicles must be kept in good condition and free of leaking of transmission fluids, oil, coolants or other fluids. Any vehicle leaking fluid is a potential hazard and, if not immediately corrected, the owner of the vehicle will be prohibited from using the garage and parking lot, and the vehicle may be towed at the owner's expense.

SIGN DATE Page 6

- 7. The washing of any vehicle is not allowed in the garage, any lot or otherwise on the premises.
- 8. Any vehicle without a current registration, license plate, or inspection sticker issued by the State of New Jersey may be removed from the parking areas at the owner's expense.
- 9. At all times, parking a vehicle in the outside lot, inside garage or anywhere else on the grounds of the property is at the vehicle owner's risk. The Corporation does not have any responsibility for such vehicle, and shall assume any liability for damage or theft of any vehicle parking in the garage or on the property, including the contents thereof.

### D. Safety and Security Rules

- 1. All nonresidents must register at the front desk located in the lobby of the building when entering and leaving the building.
- 2. The security access cards issued to all residents are not transferable. No resident shall lend such cards to any person. Doing so endangers the safety, security and welfare of all the residents.
- 3. Guests must be announced by telephone at the front desk or in advance by notice to the doorman at the front desk.
- **4.** All residents must be careful to close all doors when entering and leaving the building.
- 5. Stairwell fire doors must be kept closed at all times.
- 6. Residents must maintain functioning smoke alarm, fire extinguishers and carbon monoxide detectors in their apartment. Batteries for such devices are available in the Management Office.
- 7. No person may smoke in the lobby, hallways, the elevators or other common areas of the property.
- 8. In case of fire or other emergency, all residents must use the stairs, not the elevators. Harrison Park Towers is a fire resistant building, so use the following rules as a guide:

- If you are in the apartment where the fire originates or in an adjacent apartment, directly below, above ore beside the affected unit, safely exit the unit by way of the stairs, if possible. Feel the door from the inside. If it is hot, DO NOT OPEN.
- Otherwise, remain in your apartment at an open window or on your terrace. Hang a bright colored towel or garment from your location.
- If possible, seal the door to the room with duct tape or place a towel over any open spaces.
- 9. Any resident who requires physical assistance in a building emergency must register with the Management Office.
- 10. All residents are requested to file an emergency contact person with a current telephone number with the Management Office.

#### E. Common Area Rules

- 1. No commercial, political, religious or philanthropic solicitation is permitted anywhere in the building. Only those notices and bulletins dealing directly with the management of Harrison Park Towers and approved by Management may be posted on authorized bulletin boards. All other postings will be removed.
- 2. No notices, messages, signs, decorations or other items may be placed or hung on any elevator, hall, lobby, wall or doors.
- 3. Common areas, including hallway areas, may not be decorated except by written authorization by the Board of Directors
- 4. No resident apartment may be used for any commercial venture. No apartment may be used for any activity that might bring in the general public. Apartments are strictly for residential use only. Management must approve of any group tour, exhibition, auction, apartment sale or other such event.
- 5. Trade people shall use such entrances designated for entry into the building Management.
- 6. Playing or practicing of games or sports on the grounds is not allowed.

- 7. No baby carriages, bicycles, scooters or other items may be left unattended in the driveways, hallways, lobby area, parking areas, stairwells, sidewalks, gardens or other common area of the property. They must be transported in the service elevator. All bicycles and scooters must be wheeled through the common areas. No resident or guest is permitted to ride any bicycle, scooter or other device in the common areas.
- 8. No cutting or removal of flowers or greenery from the garden is allowed.
- 9. No resident or guest is permitted to sunbath on lawns of the property.
- 10. Several shopping carts have been placed in the basement levels of the building for use by residents. The shopping carts must be returned to the basement level promptly after use. The carts may not be left in the hallways, stairwells or in any apartment.
- 11. The laundry room must be kept clean and neat. Laundry carts are restricted for use in the laundry room ONLY. NO LAUNDRY CARTS MAY BE REMOVED from the laundry room AT ANY TIME.
- 12. The service elevator and service entrances must be used for shopping carts, furniture, pets, trunks and heavy baggage. None of such items are permitted in the general elevators.
- 13. Loitering in the front lobby and in front of the building is not permitted.

#### F. Code and Liability Rules

- 1. The residents shall maintain the interior of their apartment in good order and repair to conform to the City of East Orange all building, fire, safety and occupancy Codes. See proprietary lease and tenant lease for areas of responsibility.
- 2. A resident will be liable for the cost of repair of damage done to any apartments and the common areas if the cause of such damage originates in the apartment of the resident. The liability of a resident for such damage includes, without limitation, damaged caused from fire, water, construction, and blocked waste pipes.

- 3. Every resident shall give prompt notice to management any and all repairs required in the apartment of such resident that are the responsibility of the Corporation under the terms of the proprietary lease.
- 4. All residents shall maintain appropriate homeowner's or renter's insurance and provide evidence of such insurance to management upon request. Verification of renter's insurance must be submitted with lease renewal.
- 5. No resident shall permit anything to be done or kept in the apartment that would increase the property or liability insurance rating for the building.

#### **G.** Community Room and Fitness Center Rules

- 1. The community room is open from 10:00 a.m. to 11:30 p.m. daily for use by residents and their guests only.
- 2. An adult must supervise children under the age of 18 at all times in the community room and fitness center.
- 3. The community room may not be used for any political, religious, or commercial nature without the written permission of the Board of Directors. A fee of \$150.00 will be charged for use of the community room.
- 4. No gambling of any kind is permitted in the community room.
- 5. Each user of the community room is responsible for the maintenance and cleanup of the community room and its facilities.
- 6. The fitness center may be used only between 5:00 a.m. and 11:00 p.m. daily.
- 7. The fitness center may only be used by residents who are current in payment to the Corporation of use fees for the facility.
- 8. Security access passes to the fitness center MAY NOT be transferred.
- 9. All residents who use the fitness center must use the facility with care. The equipment may not be abused. Any damages or inoperable equipment must be reported to management.

- 10. The television and music in the fitness center must be appropriately modulated so that residents using the fitness center and other residents are not disturbed at any time.
- 11. All residents using the fitness center must be aware that it is important to be considerate when using the facility and its equipment. The use of equipment that interferes with the comfort of another resident is not allowed.
- 12. No one may use the fitness center and the equipment in the center without consulting beforehand with his or her physician and executing a waiver and release of rights and liability against the Corporation.

#### SECTION II – PET POLICY

- 1. A pet is defined as an animal kept for pleasure. Licensed and properly trained Seeing Eye dogs are exempt from this policy.
- 2. Pets allowed in Harrison Park Towers are limited to domesticated dogs, cats, birds or fish (no exceptions).
- 3. No dog that weighs over twenty (20) pounds when fully grown will be allowed to live or be maintained in the building. Pit Bulls, Rotweilers and Doberman Pinchers and such other breeds or mixture of breeds that the Board determines in its sole discretion shall not be permitted to live or be maintained in the building regardless of weight.
- 4. Residents who own a dog over the above weight will be grandfathered if the resident properly establishes that the dog resided in the building before 2000.
- 5. No resident shall be permitted to have more than two dogs or two cats in one apartment.
- 6. Every resident who has pet in the building must registered the in the management office using the pet application/registration form attached hereto.
- 7. Every resident that has a pet in their apartment must place a door tag visible on the apartment door to indicate to police, fire or emergency personnel having to gain entrance into the apartment that the resident

- has a pet (the management office will issue the door tags for uniformity).
- 8. ALL PETS MUST BE TRANSPORTED IN THE SERVICE ELEVATOR. All pets must enter and exit the building through the basement entrances only.
- 9. NO PETS ARE ALLOWED IN THE FRONT LOBBY LEASHED OR UNLEASHED.
- 10. All pets must be on a leash at all times in the building.
- 11. Visitors with pets will be directed to use the basement entrance.
- 12. No pets will be allowed in the garden at any time.
- 13. Pet owners must carry and use a "pooper scooper" when walking dogs.
- 14. Pet owners are responsible for immediately cleaning up any "pet accidents" that may occur on the elevators, in the hallways, on the grounds, in the garage or other common areas of the property.
- 15. Pet owners are responsible for any damage their pet may do to any part of the grounds or building of the Corporation. Repair costs will be levied against the owner, and are due upon presentment of the bill.
- 16. No pet permitted to reside in any apartment may bark, meow or make any incessant, loud noises that disturb other residents.
- 17. No pet may be exercised on any part of the parking lots, lawns or common areas of the property.
- 18. Any pet that bites, lunges, attacks or jumps on any person in the building or on the grounds of property shall not be permitted to reside in any apartment and shall be promptly and permanently removed from the building at the Board's discretion.
- 19. Each owner of a pet agrees to indemnify, defend and hold harmless Corporation and its directors, shareholders, tenants, employees and agents from any and all liability or claims asserted or threatened against the Corporation regarding, in any manner, such pet.

- 20. All dogs must be vaccinated (i.e. rabies) and immunized in accordance with the rules, regulations and ordinances of the City of East Orange. The owner of a pet shall furnish proof of vaccinations and immunizations to the Corporation.
- 21. The Board of Directors reserves the right to change, amend, modify and/or delete any policy at any time. The owner of any pet acknowledges that no rights are vested by this policy.

# SECTION III – ALTERATION AND RENOVATION POLICY

#### A. General

- 1. SHAREHOLDERS SHALL NOT START ANY RENOVATION, REMODELING OR CONSTRUCTION IN ANY APARTMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS. NO TENANT SHALL PERFORM OR CAUSED TO BE PERFORMED ANY RENOVATIONS, ALTERATIONS, REMOLDING OR CONSTRUCTION IN ITS APARTMENT.
- 2. ANY WORK OR RENOVATION TO ANY APARTMENT MAY ONLY BE UNDERTAKEN AFTER THE CORPORATION HAS GIVEN ITS EXPRESS, PRIOR, WRITTEN APPROVAL OF THE WORK, RENOVATIONS OR IMPROVEMENTS TO BE MADE OR UNDERTAKEN AND A COPY OF THE ALTERATION/RENOVATION AGREEMENT, IN THE FORM ANNEX HERETO, HAS BEEN EXECUTED BY THE CORPORATION AND SHAREHOLDER AND THE CORPORATION HAS DELIVERED A COPY OF THE AGREEMENT TO SUCH SHAREHOLDER. MANAGEMENT RESERVES THE RIGHT TO CHANGE OR AMEND THE ALTERATION/ RENOVATION AGREEMENT AT ANY TIME.

### **B.** Approval Process

- 1. In order for the Corporation to evaluate the shareholder's request for any alteration, renovation, remodeling or construction, the shareholder must furnish the following documents to the Corporation:
  - i. For major or extensive work or renovations, (a) a detailed set of plans, drawings and specifications showing the renovation, modification, alteration, demolition to be performed, equipment to be installed, and all other details of the project (hereafter referred to as "Work" or "Project"), and (b) a copy

of each contract with the contractor(s) indicating, among other things, debris removal, time line, completion date and other pertinent information. For minor Work, the shareholder must furnish a detailed proposal for the contractor describing the work, demolition, debris removal, time line, completion date and other pertinent information.

- ii. A listing of all permits and/or approvals that will be required from the municipality and/or State of New Jersey. Copies of all licenses of contractors that will perform any electrical or plumbing work
- iii. A list of all contractors, subcontractors and suppliers who will perform or provide materials for the Work.
- iv. An estimation of the length of time the Project will take until completion.
- v. Any other documents or information requested by the Corporation in order to evaluate and approve the Project. The Corporation reserves the right to have a licensed professional review the plans and specifications at the shareholder's expense.

#### C. Additional Rules And Conditions.

Once the Corporation advises the shareholder in writing that the Work or Project has been approved, the shareholder shall abide by the following rules and conditions:

- 1. No Work may be started or undertaken until all necessary municipal approvals, permits have been obtained, and a copy of each approval and permit has been furnished to the Corporation.
- 2. Before starting any Work, the shareholder shall furnish to the Corporation certificates of insurance for comprehensive liability, bodily injury and property damage in the amount of \$1,000,000, combined single limit, including completed operations coverage, current builders' risk certificate of insurance from each contractor and evidence of workers compensation from each contractor in such amounts deemed appropriate by the Corporation. Said insurance must be effective and maintained at all times until six (6) months after the

Work is completed. The insurance certificates policies must name the Corporation as an additional insured.

- 3. No excessive or disturbing noise is permitted.
- 4. Work may only be performed between 9:00 a.m. to 5:00 p.m., Monday through Friday, and not on any holidays or weekends, although Work that does not generate any noise may be undertaken on Saturdays from 10:00 a.m. to 4:00 p.m.
- 5. No work shall penetrate an exterior wall.
- 6. No debris or material may be stored or kept outside the apartment.
- 7. The shareholder shall be responsible for any damage to carpeting, walls, wall coverings, or other property in the building.
- 8. All materials and work personnel are to use the service elevator only.
- 9. The shareholder must maintain functioning fire extinguishers and smoke alarms in the apartment during construction.
- 10. All debris, dust, trash, waste and other construction refuse shall be removed from the apartment in bags or covered barrels. The shareholder shall take all necessary precautions to prevent dirt and dust from leaving the apartment or penetrating other parts of the building.
- 11. No dumpster or garbage bin shall remain on the property of the Corporation overnight. The shareholders or their contractors for construction debris shall not use the garbage bins or dumpsters of the Corporation.
- 12. All electrical and plumbing work must be undertaken by contractors properly licensed by the State of New Jersey. If the Work requires any other apartment to lose electric power or water, the shareholder must give all affected residents at least 48 hours advance notice, the utilities must be turned off for a minimum amount of time, but in no event more than 2 hours in any 24 hour period, and at a time that will cause the minimal amount of interference. The Corporation shall also be advised at least 48 hours before the turn off, and the Corporation must give its prior consent to the turn-off.

- 13. If the Work involves the removal or disturbance or otherwise implicates any dangerous ingredient or item of environmental concern, the shareholder shall provide prior written confirmation to the Corporation that any and all regulations, recommended safety precautions and the like will be satisfied and fully complied with. Licensed contractors, if applicable shall perform all such Work.
- **14.** The Corporation shall have the right without notice to inspect the Work. If necessary, the Corporation may cause electricians and/or plumbers and/or engineers to inspect the Work, and the cost thereof shall be borne by the shareholder.

#### **D.** Indemnification of Corporation

- 1. The shareholder shall indemnify and hold harmless the Corporation and its directors, officers, employees, assigns and agents, and any other resident, shareholder or guest (collectively "Indemnified Persons") from and against any loss, expense, damage, claim, suit, whether threatened or asserted (collectively "Claim"), arising out of or in any way related to the Work or any act or omission of the shareholder, its agents, contractors, or subcontractors, including reasonable attorneys fees and disbursements incurred by any Indemnified Person in the defense or investigation of any Claim.
- 2. The shareholder shall be liable for any damage, loss or adverse impact to any apartment, common area or other area in the building or on the property caused by or resulting from the Work regardless of when such damage, loss or adverse effect becomes apparent.

#### E. Mechanic's Or Worker's Lien

- 1. In case of a notice of a mechanics liens or worker's lien against the apartment, property or building shall be filed or threatened for labor or material furnished or delivered to the apartment, property or building as a result of any renovation, alteration and/or other construction in any apartment, the shareholder shall forthwith cause such lien to be discharged and provide evidence of such discharge to the Corporation.
- 2. If the shareholder shall fail to discharge any lien or post a bond for the lien in such amount deemed appropriate by the Corporation within five (5) days after becoming aware thereof, then the Corporation may cause such lien to be discharged without inquiry or investigation as to the validity thereof or any offsets or defenses thereto, and shall have

the right to collect, as additional rent, all amounts of the lines so paid and all costs and expenses paid or incurred in connection therewith, including reasonable attorneys' fees and disbursements.

# F. Shareholder's Default and Breach of Renovation/Alteration House Rules

- 1. Any breach by the shareholder or any contractor, subcontractors, worker or agent of the shareholder of any provision of these rules shall also constitute a breach of the proprietary lease between the shareholder and the Corporation and shall entitle the Corporation to exercise any and all rights and remedies available to it under the proprietary lease and applicable law.
- 2. In addition to the foregoing, the Corporation shall have the right to:
  - a. Suspend work and to prevent workers from entering the Unit or Building other than to remove tools; and
  - b. Revoke its approval and consent to the performance of the Work.
  - c. Obtain an immediate injunction enjoining and restraining any further Work.

# SECTION D – FINES AND PENALTIES

#### A. General

The Corporation has established certain fines and penalties for any violation of the specified House Rules. The violations have been established on a category basis.

- 1. Violations of Rules Of General Application, Apartment Space Rules and Code And Liability Rules are subject to the following fines and penalties:
  - 1<sup>st</sup> Offense -- \$ 50
     2<sup>nd</sup> Offense -- \$ 150
  - 3<sup>rd</sup> Offense -- \$ 300 and/or summary judgment to evict
- 2. Violations of Garage and Parking Rules are subject to the following fines and penalties:
  - 1<sup>st</sup> Offense -- \$ 25 ■ 2<sup>nd</sup> Offense -- \$ 75

- 3<sup>rd</sup> Offense -- \$100 and/or cancellation of parking privileges
- 3. Violations of Safety and Security Rules are subject to the following fines and penalties:

1st Offense -- Fines to be determined
 2nd Offense -- Fines to be determined
 3rd Offense -- Fines to be determined

4. Violations of Common Area Rules are subject to the following fines and penalties:

1st Offense -- \$50
 2nd Offense -- \$150

■ 3<sup>rd</sup> Offense -- \$ 300 and/or summary judgment to evict

5. Violations of Community Room and Fitness Center Rules are subject to the following fines and penalties:

1<sup>st</sup> Offense -- \$ 50
 2<sup>nd</sup> Offense -- \$ 150

■ 3<sup>rd</sup> Offense -- \$ 300 and/or restriction of access to this area

6. Violations of Pet Policy are subject to the following fines and penalties:

1<sup>st</sup> Offense -- \$ to be advised
 2<sup>nd</sup> Offense -- \$ to be advised

■ 3<sup>rd</sup> Offense -- \$ to be advised and/or ban of pet from the apartment and the building

7. Violations of Alteration and Renovation Rules are subject to the following fines and penalties:

1st Offense -- \$ to be advised
 2nd Offense -- \$ to be advised

■ 3<sup>rd</sup> Offense -- \$ to be advised and/or to be advised

B. Notwithstanding the following schedule of fines penalties, based on the severity of any violation of the house rules, the Corporation reserves the right to terminate any residential lease or proprietary lease and to evict any resident or tenant that violates any rule or whose guest or visitor violates any rule.

C. Nothing herein shall operate to bar or preclude, or to be deemed a waiver, of any rights of the Corporation pursuant to the proprietary lease or rental lease.				
AGREEMENTS:HPO HOUSE RULES REVISED.DOC				

# PET APPLICATION/REGISTRATION FORM

Name of Pet Owner:		Unit Numb	per:
Home Phone:	Work Phone	<b>:</b>	
PET INFORMATION			
Type/Breed of Pet:			
Pet's Name:			
Color:			
Date of last Rabies Shot:_		_(Please attach cop	by of certificate)
License or I.D. #			
PET INFORMATION			
Type/Breed of Pet:			
Pet's Name:			
Color:	Weight:	Age:	_ Sex:
Date of last Rabies Shot:_		_(Please attach cop	by of certificate)
License or I.D. #			
I have read and understand household promise to full Cooperative and its agents arising from my pet.	ly comply. I furthe	er indemnify Harris	son Park Towers
Signature of Resident:		Date:	
Approved by:		Date:	

# ALTERATION / RENOVATION AGREEMENT

Any work or renovation to an Unit may only be undertaken in accordance with the following Alteration/Renovation Agreement. The Shareholder must execute the Alteration/Renovation Agreement and receive management's consent before undertaking any work in their Unit.

Management reserves the right to change or amend the Alteration/Renovation Agreement at any time.

\* \* \* \* \* \* \* \* \* \* \* \* \* \*

Shareholder_	
Unit #	

This Alteration/Renovation Agreement ("Agreement") is between Harrison Park Owners, Inc., 377 So. Harrison Street, East Orange, New Jersey ("HPO"), 377 So. Harrison Street, East Orange, New Jersey ("HPO") and the above Shareholder.

No work, renovations or improvements may be made or undertaken in any Unit unless and until HPO gives its express approval in writing and the Shareholder and HPO execute this Agreement.

#### APPROVAL PROCESS

In order for HPO to evaluate the shareholder's request, the shareholder must furnish to HPO the following documents:

- 1. For major or extensive work or renovations, a detailed set of plans, drawings and specifications showing the renovation, modification, alteration, equipment to be installed, etc. (hereafter referred to as "Work" or "Project"). For minor Work, the shareholder must furnish a detailed proposal describing the work, demolition, debris removal, time line, etc.
- 2. A listing of all permits and/or approvals that will be required from the municipality and/or State of New Jersey.

- 3. A list of all contractors, subcontractors and suppliers who will perform or provide materials for the Work.
- 4. An estimation of the length of time the Project will take until completion.
- 5. Any other documents or information requested by HPO in order to evaluate and approve the Project. HPO reserves the right to have a licensed professional review the plans and specifications at the shareholder's expense.

#### **RULES and CONDITIONS**

Once HPO advises the shareholder that the Work or Project has been approved, the shareholder hereby agrees to abide by and follow the following Rules and Conditions:

- 1. No Work may be started or undertaken until all necessary municipal approvals and permits have been obtained and a copy of the approval or permit has been furnished to HPO.
- 2. Before starting any Work, the shareholder shall furnish to HPO Certificates of Insurance for Comprehensive Liability, Bodily Injury and Property Damage in the amount of \$1,000,000, combined single limit, including completed operations coverage and workers compensation which will be maintained at all times until six (6) months after the Work is completed. The insurance policies must name HPO as an additional insured.
  - 3. No excessive or disturbing noise is permitted.
- 4. Work may only be performed between 9:00 a.m. to 5:00 p.m., Monday through Friday, and not on any holidays or weekends, although Work that does not generate any noise may be undertaken on Saturdays from 10:00 a.m. to 4:00 p.m.
  - 5. No work shall penetrate an exterior wall.
  - 6. No debris or material may be stored or kept outside the Unit.
- 7. Shareholder shall be responsible for any damage to carpeting, walls, wall coverings, or other finishes, in the Building.
- 8. All materials and work personnel are to use only the service elevator.

- 9. Shareholder must maintain functioning fire extinguishers and smoke alarms in the Unit during construction.
- 10. All debris, dust, trash, waste, etc. shall be removed from the Unit in bags or covered barrels. Shareholder shall take all necessary precautions to prevent dirt and dust from leaving the Unit or penetrating other parts of the Building.
- 11. No dumpster or garbage bin shall remain on HPO's property overnight. HPO's garbage bins or dumpsters shall not be used by the Shareholder or its contractors.
- 12. All electrical and plumbing work must be undertaken by licensed contractors. If the Work requires any other Unit to lose electric power or water, the Shareholder must give all affected residents at least 48 hours advance notice, the utilities must be turned off for a minimum amount of time, but in no event more than 2 hours in any 24 hour period, and at a time to cause the minimal amount of interference. HPO shall also be advised at least 48 hours prior to the turn-off, and HPO must give its consent to the turn-off.
- 13. If the Work involves the removal or disturbance or otherwise implicates any dangerous ingredient or item of environmental concern, Shareholder shall provide written confirmation to HPO that any and all regulations, recommended safety precaution and the like will be satisfied and fully complied with.
- 14. HPO shall have the right without notice to inspect the Work. If necessary, HPO may cause electricians and/or plumbers and/or engineers to inspect the work, and the cost thereof shall be borne by the Shareholder.

# INDEMNIFICATION OF HPO AND RESPONSIBILITIES OF SHAREHOLDER FOR COSTS

Shareholder shall indemnify and hold harmless HPO, its directors, officers, employees, assigns and agents, and any other resident, shareholder or guest (collectively "Indemnified Persons") against any loss, expense, damage, claim, suit, whether threatened or asserted (collectively "Claim"), arising out of or in any way related to the Work or any act or omission of the Shareholder, its agents, contractors, or subcontractors, including reasonable attorneys fees and disbursements incurred by any Indemnified Person in the defense or investigation of any Claim.

Shareholder shall be liable for any damage, loss or adverse impact to any Unit, common area or Building caused by or resulting from the Work regardless of when such damage, loss or adverse effect becomes apparent.

#### **MECHANIC'S OR WORKMEN'S LIEN**

In case of a notice of a mechanics liens or workmen's lien against the Unit or Building shall be filed or threatened for labor or material furnished or delivered to the Unit or Building, the Shareholder shall forthwith cause such lien to be discharged; if Shareholder shall fail to do so within five (5) days, then HPO may cause such lien to be discharged without investigation as to the validity thereof or any offsets or defenses thereto, and shall have the right to collect, as Additional Rent, all amounts so paid and all costs and expenses paid or incurred in connection therewith, including reasonable attorneys' fees and disbursements. In addition to the foregoing, if Shareholder does not discharge or bond the lien within five (5) days, then Shareholder shall be in breach of this Agreement.

# SHAREHOLDER'S DEFAULT and BREACH OF THIS AGREEMENT

Any breach by the Shareholder of any provision of this Agreement shall also constitute a breach of the Proprietary Lease between the parties and shall entitle HPO to exercise any and all rights therein. In addition, HPO shall also have the right to:

- i) Suspend work and to prevent workers from entering the Unit or Building other than to remove tools; and
  - ii) Revoke its consent to the Work.

#### MISCELLANEOUS

- 1. Any Work undertaken in violation of this Agreement, or after a breach has been declared, shall entitle HPO to obtain an immediate injunction enjoining and restraining any further Work.
- 2. HPO shall be entitled to all of its fees and expenses, including attorney's fees, in enforcing any provision of this Agreement.
  - 3. This Agreement may only be modified in writing.

not operate as a waiver to enforce that provision or some other provision for the same or different breach in the future.

5. This Agreement shall be binding on the Shareholder, its assigns, heirs, estate as well as any subsequent purchaser of the Unit. At HPO's election, the Shareholder shall require any subsequent purchaser of the Unit to sign an Assumption Agreement as a condition of any consent of HPO to the Shareholder selling the Unit.

SHAREHOLDER

HARRISON PARK OWNERS

Dated:\_\_\_\_\_\_

The failure of HPO to enforce any provision of this Agreement shall