

BAYRIDGE AIR RIGHTS, INC.
260 & 350 65th Street
Brooklyn, NY 11220
HOUSE RULES & REGULATIONS
2026 Edition
PREFACE



Dear Shareholders & Residents:

We are pleased to provide you with these House Rules for your review.

It is paramount for all Bayridge Air Rights residents to follow our House Rules and procedures to help ensure safety and security in our community, assist in the protection of your financial investment in the Cooperative, and maintain the quality of life with respect to everyone's rights, common interests, and the principles of cooperative living.

The House Rules should be reviewed in conjunction with the By-Laws of Bayridge Air Rights, Inc. the Cooperative's form of Occupancy Agreement, along with the Rules and Regulations annexed to the Cooperative's form of Occupancy Agreement, and the Guide To Living previously enacted by the Cooperative, as they apply to and govern the conduct of all shareholders and residents. In the case of a conflict between these House Rules, the Rules and Regulations annexed to the Occupancy Agreement and/or the Guide To Living, these House Rules shall govern.

In general terms, the Certificate of Incorporation, By-Laws and the Occupancy Agreement are the governing documents for the Cooperative. The By-Laws and the Occupancy Agreement cover various topics including meetings, voting rights and procedures, transfers, budgets, maintenance charges, including special assessments, insurance coverage, and restrictions on the use of the Apartments and the Common Areas. They describe how the Cooperative is run, including the duties and authority of the Board.

The House Rules are directives from the Board of Directors regulating residents' use of Apartments and Common Areas. This includes quality of life and safety issues; procedures for transfers, restrictions on subletting, Apartment alterations, pets, and move-in/move-out procedures.

In governing the Cooperative's affairs, the Board of Directors has an obligation to ensure the House Rules are followed and to take appropriate measures when necessary. All shareholders bear responsibility for compliance with the House Rules with respect to persons occupying or visiting their units. Therefore, it is important to advise all family members, occupants, employees, and guests of the governing documents, and particularly, the House Rules.

These House Rules are adopted pursuant to the Occupancy Agreement, the By-Laws, and the regulations of New York State Homes and Community Renewal (HCR), and are binding on all shareholders, residents, occupants, and guests.

These House Rules are established for the safety, security, and protection of all residents and must be followed.

The Board of Directors of Bayridge Air Rights, Inc., pursuant to the By-Laws, may amend the House Rules from time to time, subject to compliance with applicable law and the oversight and requirements of HCR. The Cooperative maintains a separate Fines & Fees Schedule, available from the Management

Office, which has been adopted and is subject to amendment by the Board of Directors in accordance with applicable law. Thank you for your continued cooperation and support in making Bayridge Air Rights a great place to live.

— **The Bayridge Air Rights, Inc. Board of Directors**

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IMPORTANT CONTACT INFORMATION
 MANAGEMENT OFFICE HOURS:
 9:00 AM – 5:00 PM (Monday – Wednesday)
 9:00 AM – 7:00 PM (Thursday)
 9:00 AM – 5:00 PM (Friday)

Email: braroffice.info@gmail.com
 TELEPHONE NUMBERS:
 Management Office: 929-292-8215 (during business hours)
 After Hours 718-830-5068
 260 Building security desk: 718-680-6039
 350 Building security desk: 718-680-6299

Security personnel are available to answer your call 24 hours a day, 7 days a week.

EMERGENCY:

Police Department – 68th Precinct: 718-946-3311

Lutheran Medical Center Hospital: 718-630-7000

DEFINITIONS

“The Buildings”: The two residential towers comprising the Cooperative, specifically defined as Building 1 (350 65th Street) and Building 2 (260 65th Street).

“Common Areas”: All portions of the property, except the Apartments, including, without limitation, the land, buildings, hallways, lobbies, elevators, parking decks, walkways, multipurpose rooms, laundry rooms, stairs, and landscaped areas.

“Terraces / Balconies” (Exclusive Use Areas): Certain portions of the property which are limited to the exclusive use of specific shareholders (such as attached terraces or balconies and mailboxes).

“Indoor Area”: Means all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed.

I. COMMON AREAS

A. Safety & Fire Egress

- **Stairwells.** Each Building (Building 1 and Building 2) contains four (4) fire-resistant stairwells marked with EXIT signs located opposite the elevators.
- **Elevators.** In the event of a fire, elevators must not be used unless specifically directed by FDNY.
- **Obstructions.** Hallways, stairwells, and all Common Areas shall be kept clear at all times in accordance with the NYC Fire Code and FDNY requirements. The standing or storage of baby carriages, shopping carts, bicycles, shoes, boots, newspapers, doormats, or any personal articles in these areas is strictly prohibited and may result in enforcement action.

B. Access & Security

- **Access Devices.** All residents must use authorized Access Devices (key fobs, cards, or similar credentials) to enter the Buildings, Common Areas, and parking facilities.
- **Loss or Theft.** Lost or stolen Access Devices must be reported immediately to the Management Office and will be deactivated. Replacement fees apply pursuant to the Cooperative’s Fines & Fees Schedule.
- **Video Surveillance.** Common Areas of the Cooperative may be monitored by video surveillance systems for the safety, security, and protection of persons and property. All video footage is the property of the Cooperative and is maintained solely for security, operational, insurance, and legal purposes. Access to, review of, or release of any video footage shall be determined exclusively by the Cooperative or its Managing Agent and will be provided only when required by law, court order, subpoena, law-enforcement request, insurance claim, or as otherwise deemed appropriate by the Cooperative in its sole discretion. The Cooperative does not guarantee the availability, retention, or quality of any video footage.

C. Conduct & Property Use

- **Attire.** Residents and guests must wear appropriate public attire in all Common Areas, including hallways, lobbies, elevators, and other shared spaces.

- **Prohibited Activities.** Bicycling, skating, scootering, hoverboarding, ball-playing, or similar activities are prohibited in hallways, lobbies, and on Cooperative grounds.
- **Loitering.** Loitering, congregating, or lingering in lobbies, corridors, or stairwells in a manner that obstructs passage, interferes with safety, or disrupts building operations is prohibited.
- **Smoking.** Smoking is prohibited in all indoor and outdoor Common Areas, including hallways, stairwells, elevators, laundry rooms, lobbies, community rooms, parking decks, sidewalks, and walkways (see Smoking Policy).

D. Sanitation & Maintenance

- **Litter.** Residents shall not leave garbage, refuse, or litter in hallways or any public areas.
- **Laundry Carts.** Laundry room carts are for use within the laundry rooms only and may not be removed for personal transport.
- **Signage.** No sign, notice, or advertisement may be inscribed or affixed to windows, doors, hallway walls, or any part of the Buildings without prior written approval from Management.
- **Wildlife.** Feeding birds, squirrels, or any animals from windows, balconies, terraces, or Cooperative grounds is strictly prohibited. This creates health hazards, odors, and pest conditions. Residents responsible for unsanitary conditions caused by feeding wildlife may be charged for cleaning and remediation.

E. Management Rights

- **Property Care.** There shall be no abuse or destruction of Cooperative property.
- **Use of Common Areas.** The Board of Directors may, from time to time, curtail, relocate, or repurpose any portion of the Common Areas devoted to storage, recreation, or service as necessary for the management, operation, or safety of the Buildings.

F. Package & Delivery Liability

The Cooperative does not accept responsibility for the receipt, handling, storage, or safeguarding of any packages, deliveries, or personal items.

No Acceptance by Staff. Cooperative employees, including Management, are strictly prohibited from accepting, signing for, holding, or taking custody of any packages, deliveries, or perishable items on behalf of residents.

Resident Responsibility. Residents must arrange to be present to receive deliveries or must authorize carriers to deliver items directly to their Apartment at their own risk.

Common-Area Deliveries. Any package or item left by a carrier in the lobby, vestibule, hallways, or any other Common Area is left entirely at the shareholder's risk. The Cooperative, its Board, Management, and employees assume no responsibility or liability for loss, theft, damage, or misplacement of any such items.

II. APARTMENTS

A. Occupancy & Residential Use

- **Primary Residence.** All Apartments must be used as the shareholder's primary residence in accordance with the Occupancy Agreement and HCR regulations.
- **Family Occupancy.** Pursuant to DHCR regulations, occupancy is limited to the shareholder and persons identified in the regulations as a "family member", (spouse, domestic partner, children, parents, siblings, grandparents, and grandchildren, as well as other family members – please check with management to verify that proposed occupants qualify) Note, occupancy by the permitted family member is conditioned on the shareholder being in simultaneous occupancy.
- **Occupancy Without Shareholder.** Occupancy by family members when the shareholder is generally not permitted and is subject to HCR approval.
- **Short-Term Rentals and Subletting Prohibited.** The use of any Apartment for short-term rentals (including Airbnb, Vrbo, or similar services), or subletting is strictly prohibited and will result in enforcement and legal action.

B. Maintenance Charges & Arrears

- **Monthly Charges.** Maintenance charges apply to both Apartments and parking spaces.
- **Late Fees & Interest.** Late fees may be imposed in accordance with the Fines & Fees Schedule. **Accounts unpaid for 90 days may accrue interest at the maximum rate permitted by HCR regulations.**
- **Application of Payments.** Payments shall be applied first to legal fees, late fees, and assessments, and then to maintenance charges, regardless of any notation on a check or payment instrument.
- **Parking Forfeiture.** **Any Apartment in arrears or subject to legal action will have its parking privileges revoked after notice required by the Cooperative's parking license agreement.** The Cooperative will not hold the space; it will be offered to the next shareholder on the waiting list.

C. Safety & Emergency Access

- **Detectors.** Smoke and carbon monoxide detectors must be installed and maintained in every Apartment in accordance with NYC law.
- **Window Guards.** Window guards are required where a child 10 years of age or younger resides. All households must complete an annual Window Guard Notice.
- **Emergency Access & Keys.** Shareholders must provide a full set of working keys to the Management Office. If forced entry is required due to failure to provide keys, the shareholder is responsible for all repair and replacement costs.
- **Special Needs Registry.** Residents requiring assistance (wheelchair, oxygen, or mobility aid) are encouraged to notify Management so FDNY-appropriate lists can be maintained.
- **Capital Improvements & Building Systems.** Management may enter Apartments with reasonable notice to perform inspections, repairs, upgrades, or work on building systems. **Failure to provide access for scheduled work that results in contractor standby, rescheduling, or remobilization costs may be charged to the shareholder.**

D. Maintenance, Repairs & Plumbing

- **Plumbing Use.** Toilets and drains are for water and human waste only. Cat litter, wipes (even “flushable”), grease, and hygiene products are prohibited and will result in shareholder liability for blockages.

Repair Responsibility (Please refer to your occupancy agreement for details)

- **Cooperative:** Risers, in-wall piping, and standard clogs not caused by misuse.
- **Shareholder:** Exposed fixtures, appliances, cabinets, flooring, and all painting and wallpaper as well as any damage caused by shareholder negligence or fault.
- **Damage Liability.** Leaks or overflows from an Apartment that damage other units or Common Areas are the shareholder’s financial responsibility if due to shareholder negligence or fault.

E. Alterations & Renovations

- **Approval Required.** No alterations, renovations, or improvements may begin without a completed Alteration Package and written approval from Management.
- **Unauthorized Work.** Work performed without approval or required DOB permits must be stopped immediately and may require full restoration at the shareholder’s expense.

F. Sanitary Conditions & Hoarding

- **Cleanliness.** Apartments must be kept in a safe, sanitary, and uncluttered condition.
- **Hoarding & Squalor.** Accumulation of debris and personal property that block exits, creates fire hazards, or attracts pests is prohibited. Management may inspect Apartments upon reasonable notice or immediately in emergencies.

G. Income Affidavits

- **Annual Filing Required.** All Shareholders must submit annual Income Affidavits as required by NYS HCR. Failure to file will result in the **maximum** surcharge set forth in the HCR Regulations (i.e. 50% of the carrying charges) until the affidavit is received, along with any applicable fines.
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III. APPLIANCES & ELECTRICAL STANDARDS

A. Air Conditioning (A/C)

- **In-Wall (Sleeve) Units.** The Buildings are designed for through-the-wall air conditioners. Units must be installed only in the provided wall sleeves using approved “Uni-fit” or sleeve-style models. Air conditioners are strictly prohibited in windows where sleeves are provided.
- **Window Units (Restricted).** Window air-conditioning units are permitted only in second and third bedroom windows, provided an approved A/C window kit is installed. Window units are strictly prohibited in dining-area windows.

- **Registration & Fees.** The use of air-conditioning units is subject to a monthly charge pursuant to the Cooperative's Fines & Fees Schedule to offset electricity consumption. The A/C charge is assessed on a twelve-month basis regardless of seasonal use.
- **Approved Models.** Shareholders must use only Management-approved models. Improperly sized or installed units that cause drafts, leaks, or damage must be removed or replaced at the Shareholder's expense.

B. Electrical Load & Prohibited Upgrades

- **Electrical Capacity.** Shareholders shall not perform any electrical upgrade that increases the electrical load of the Apartment beyond building design limits.
- **Prohibited Electrical Installations include, but are not limited to:**
 - Additional electrical panels or breakers
 - Electric heated floors
 - Steam showers or steam generators
 - High-amperage specialty equipment

Any such installation may be required to be removed at the Shareholder's expense and may result in enforcement action.

C. Washing Machines & Clothes Dryers

- **Strict Prohibition.** The installation, storage, or use of washing machines and/or clothes dryers in any Apartment is strictly prohibited.
- **Enforcement.** Unauthorized appliances may result in legal action, fines, and full shareholder liability for any plumbing, electrical, or structural damage caused.
- **Laundry Rooms.** Laundry rooms are located in the Basement of Building #1 and the Main Floor of Building #2.

Last Wash: **10:30 PM**

Closing Time: **12:00 Midnight (Strictly Enforced)**

D. Dishwashers (Restricted Use)

- **Permitted Units.** Dishwashers are permitted only in two-bedroom and three-bedroom Apartments.
- **Registration Required.** All dishwashers must be registered with the Management Office.
- **Monthly Charge.** A monthly dishwasher charge applies pursuant to the Fines & Fees Schedule.
- **Prohibited Units.** Dishwashers are not permitted in studio or one-bedroom Apartments due to plumbing limitations.

E. Prohibited Appliances

The following appliances and installations are strictly prohibited:

- Garbage disposals (existing grandfathered units will not be repaired or replaced)
- Pot-filler faucets
- Jacuzzi, whirlpool, or jetted tubs
- Steam units or steam rooms
- Saunas (any type)

- Exhaust systems vented to the outside of the Buildings
- Built-in wall speakers sharing common walls
- Electric cooktops or stoves (unless building-standard)
- Heated floors
- Window A/C units except as expressly permitted
- Split-system (mini-split) air conditioners
- Oversized air conditioners (over 16,000 BTU)
- Hardwired electric towel warmers

F. Energy Conservation

Residents are encouraged to conserve energy, including by:

- Turning A/C units off when leaving the Apartment
- Using “Save” mode when available
- Cleaning A/C filters monthly
- Closing doors and windows when using A/C
- Using Energy Star appliances
- Turning off lights when not in use

Note: the buildings are not metered or sub-metered for electricity. Electricity is a common expense. This means that we all pay for each other’s electricity usage. Please be considerate and turn off lights and other electrical appliances when not in use.

IV. TRANSFERS, WITHDRAWALS & SUCCESSION

A. General Policy

- **No Open Market Sales.** Unlike a private condominium or free-market co-op, Apartments and shares in Bayridge Air Rights, Inc. may not be sold, pledged, leased, or transferred on the open market.
- **Mandatory Notice.** Pursuant to the By-Laws and NYS HCR regulations, Shareholders must provide prior written notice to the Management Office of any intent to transfer shares. All transfers require approval by the Board of Directors and NYS HCR.
- **Surrender of Shares.** A shareholder vacating an Apartment must surrender their shares to the Cooperative. The Apartment will then be offered to the next eligible applicant on the HCR-supervised waiting list.

B. What Constitutes a Transfer

Any change to the Stock Certificate or Occupancy Agreement is considered a **transfer** and requires Board and HCR approval, including:

- Adding or removing a person from the Stock Certificate
- Transfer by an Estate upon the death of a shareholder
- Any change in ownership or occupancy rights

Transfers to Trusts, LLCs, or Corporations are strictly prohibited. Apartments must be owned by natural persons who occupy them as their primary residence.

C. Unauthorized Transfers & Enforcement

- **Void Transfers.** Any attempted transfer, assignment, or grant of occupancy rights without prior Board and HCR approval is void.
- **Consequences.** Unauthorized transfers constitute a substantial violation of the Occupancy Agreement and may result in termination of the Lease, eviction of all occupants, and the imposition of legal fees, fines, and administrative charges.

D. Resale Price & Equity

- **Fixed Value.** The amount payable to an outgoing shareholder is determined by law and consists of the original purchase price plus any paid-in capital assessments and accumulated amortization (equity), minus any deductions for arrears, damage, or required repairs.
- **No Profit.** Shareholders may not sell or transfer their Apartment for a profit. Any demand for “key money,” side payments, or unreported compensation is illegal.

E. Succession Rights (Family Transfers)

- **Succession vs. Inheritance.** A Shareholder’s will or estate does not control who may live in the Apartment. Occupancy rights are governed exclusively by NYS HCR succession regulations.
- **Eligibility.** Family members (as defined by HCR) may qualify for succession only if they have co-occupied the Apartment as their primary residence for the required statutory period (generally two years, or one year for seniors or persons with disabilities) immediately prior to the shareholder’s permanent departure or death.
- **Application Required.** All succession claims must be submitted to the Management Office and HCR for review and approval. Any person remaining in an Apartment without approved succession status has no legal right to occupy the unit and will be treated as an unauthorized occupant.

F. Fees & Deductions

- **Administrative Fees.** The Cooperative may charge reasonable, HCR-approved administrative fees for processing transfers, withdrawals, and succession applications.
 - **Restoration Costs.** The cost of restoring an Apartment to standard condition, including painting and repairs beyond normal wear and tear, shall be deducted from the outgoing shareholder’s equity refund.
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V. SUBLETTING (STRICTLY PROHIBITED)

A. Primary Residence Requirement

- All Apartments must be occupied by the Shareholder as their primary residence, in accordance with the Occupancy Agreement and NYS HCR regulations.
- Shareholders have **no automatic right** to sublet or permit others to reside in their Apartment in their absence.

B. Absolute Prohibition on Subletting

- **No Apartment may be sublet, rented, or licensed to any person** without express written approval from the Board of Directors and NYS HCR.
- Allowing unapproved persons to reside in an Apartment while the shareholder lives elsewhere may be unauthorized subletting.

C. Enforcement

- Any Shareholder found to be subletting, or permitting unauthorized occupancy, is in substantial violation of the Occupancy Agreement and these House Rules.
 - Such violations may result in termination of the Occupancy Agreement, eviction, recovery of legal fees, administrative charges, and fines pursuant to the Cooperative's Fines & Fees Schedule.
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VI. INSURANCE

A. Cooperative Coverage

- The Cooperative maintains insurance covering the Buildings, equipment, and all Common Areas.
- **This insurance does NOT cover:**
 - Personal property inside Apartments (furniture, electronics, clothing, etc.)
 - Personal liability for injuries occurring in an Apartment
 - Damage to other Apartments caused by leaks, overflows, or negligence
 - Improvements or upgrades made to an Apartment (“improvements and betterments”)

B. Shareholder Responsibility

- Shareholders are responsible for the repair and replacement of interior finishes, including flooring, cabinets, tile, wall coverings, fixtures, and improvements.
- Shareholders may be personally liable for injuries to guests or damage to neighboring Apartments or Common Areas caused by their unit.

C. Mandatory HO-6 Insurance

- **All Shareholders must maintain a Cooperative Unit Owner's Insurance Policy (HO-6).**
- The policy must provide coverage for:
 - Personal property
 - Personal liability
 - Improvements and betterments
- **Proof of insurance must be provided to the Management Office annually and upon request.**
- The policy must meet minimum coverage limits established by the Cooperative from time to time. The current requirements are available from Management.

D. Dog Owner Insurance

- Any shareholder who keeps a dog must maintain personal liability insurance specifically covering injury or damage caused by the animal. Please refer to the Cooperative's pet policy.

- Proof of such insurance is required at registration and annually thereafter.
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VII. BED BUGS POLICY

A. Reporting Requirement

- All shareholders and residents must immediately notify the Management Office upon any suspicion or evidence of bed bugs. Early reporting is critical to prevent spread and reduce costs.

B. Cooperative Action

- When bed bugs are suspected or confirmed, the Cooperative will retain a licensed professional extermination company to inspect and, if necessary, treat the affected Apartment and any adjoining Apartments (including units above, below, and adjacent), as required.
- The Cooperative will pay for professional testing and treatment of Apartments, however, if a recurrence of bed bugs is determined to be caused by a shareholder failing to follow written protocols, the Cooperative may bill the offending shareholder.

C. Shareholder Responsibilities

- Shareholders are responsible for preparing their Apartments for extermination, including laundering, bagging, moving furniture, and purchasing mattress encasements as required by the exterminator.
- Failure to properly prepare an Apartment may result in rescheduled treatment and the cost being charged to the Shareholder.

D. Prohibited Actions

- Shareholders may not use “bug bombs,” sprays, or other self-treatment methods. These products are ineffective and can drive insects into neighboring Apartments.
 - Mattresses, box springs, and furniture suspected of infestation may not be removed through hallways or elevators unless properly sealed.
 - **NYC law requires that any mattress or box spring being discarded must be fully sealed in a plastic mattress bag before removal from the Apartment.**
- Shareholders should avoid bringing in items off the street.**

E. Access for Treatment

- All affected and adjoining Apartments must provide access for inspection and treatment. Failure to provide access may result in enforcement action and liability for additional costs incurred by the Cooperative.
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VIII. ACCESS DEVICES (KEY FOBS & ACCESS CARDS)

A. Definition & Ownership

- An **Access Device** includes any electronic key fob, card, or credential issued by Bay Ridge Air Rights, Inc. to permit entry into the Buildings, Common Areas, or Parking Facilities.
- All Access Devices remain the property of the Cooperative at all times and must be surrendered upon demand.

B. Issuance & Identification

- Access Devices are issued only to verified residents.
- Residents must provide valid government-issued photo identification and may be required to have a current photograph on file for security and access-control purposes.

C. Use & Restrictions

- Access Devices are issued for the exclusive use of the registered resident.
- **Devices may not be shared, loaned, duplicated, transferred, cloned, altered, or tampered with.**
- Residents shall not prop up doors or otherwise permit unauthorized access to the Buildings or Common Areas.
- Access Devices may not be issued for guest use.

D. Home Health Aides & Caregivers

- Registered home health aides or personal care attendants may be granted limited and revocable access solely to provide care to a resident.
- Such access is subject to Management registration, may be restricted by time and area, and may be revoked at any time for security or administrative reasons.
- The shareholder remains fully responsible for the conduct of any person granted access.

E. Lost, Stolen, or Damaged Devices

- Lost or stolen Access Devices must be reported immediately and will be deactivated.
- Replacement charges apply pursuant to the Cooperative's Fines & Fees Schedule unless the device fails due to normal wear.

F. Deactivation & Area Controls

- Access Devices may be programmed to permit or restrict access to specific areas and may be temporarily or permanently deactivated for security, administrative, or enforcement reasons.
- Devices issued to individuals who no longer reside in the Buildings shall be deactivated immediately. Failure to return devices may result in replacement charges.

G. Violations

- Misuse of an Access Device, including sharing or tampering, constitutes a violation of the House Rules and may result in deactivation, fines, loss of privileges, and enforcement action.

H. No Guarantee of Security

- The issuance of Access Devices does not constitute a guarantee of personal safety or security.
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IX. TERRACES (BALCONIES)

A. Permitted Use

- Terraces are for sitting and quiet enjoyment of the outdoors.
- Only furniture designed for outdoor use is permitted. Furniture must be weighted or secured (either in place or moved to the inside of the Apartment) to prevent it from being blown or tipped.

B. Strictly Prohibited

- Cooking of any kind is prohibited on terraces, including gas, propane, charcoal, electric grills, smokers, or open flames (NYC Fire Code).
- Storage of bicycles, boxes, indoor furniture, appliances, or household items is prohibited.
- Painting, carpeting, or covering terrace floors (including Astroturf or similar materials) is prohibited.
- Throwing, sweeping, or shaking any item from a terrace (including cigarette butts, rugs, or debris) is prohibited.

C. Maintenance & Safety

- Terraces must be kept clean and orderly.
- Terrace drains must remain clear to prevent water intrusion into Apartments.
- Terrace doors must not be left open.
- No plants, wires, decorations, or objects may be hung over or attached to railings, walls, or window sills.

D. Pets

- Animals may not be left unattended on terraces.
- Terraces may not be used to collect or store animal waste.

E. Alterations

- No enclosures, dividers, screens, satellite dishes, or structures of any kind may be installed without prior written approval from Management.
- Vining plants may not attach to or grow on building surfaces, railings, or dividers.

F. Drones & Aerial Devices

- The launching, landing, or operation of any unmanned aerial vehicle, drone, or similar aerial device from any terrace, balcony, window, roof, or Common Area of the Cooperative is strictly prohibited.
- This restriction is intended to protect resident privacy, prevent property damage and personal injury, and ensure compliance with safety and aviation regulations.

G. Smoking

- Smoking is prohibited on all terraces (see Smoking Policy).

H. Right of Inspection

- The Cooperative may inspect any terrace upon reasonable notice or immediately in an emergency to ensure compliance.
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X. PARKING

A. License & Eligibility

- Parking is a privilege granted pursuant to a Parking License Agreement and is not a property right.
- Parking privileges are available only to resident shareholders.
- If a shareholder ceases to reside in the Apartment, parking privileges automatically terminate.

B. Vehicle Registration & Insurance

- All vehicles parked on Cooperative property must be registered with the Management Office.
- Shareholders must provide a valid driver's license, proof of ownership, and proof of insurance upon request.
- Continuous vehicle insurance coverage is required. Any lapse results in immediate suspension of parking privileges.

Shareholders must execute the Cooperative's form of parking license agreement.

C. Permitted & Prohibited Vehicles

- Parking spaces are limited to passenger vehicles only.
- Recreational vehicles, trailers, boats, and oversized vehicles are prohibited.
- Vehicles exceeding **5,500 pounds or 20 feet in length** are not permitted.
- Commercial plates are prohibited except for one registered livery sedan per household, subject to approval.
- Derelict, unregistered, or inoperable vehicles are prohibited.

D. Vehicle Use & Maintenance

- Vehicle washing, repairs, servicing, or maintenance is prohibited, except emergency flat tire or jump-start assistance.
- Vehicles may not leak oil or fluids. Owners are responsible for cleanup and damage.

E. E-Bikes, Scooters & Lithium-Ion Batteries (Fire Safety)

- **The storage, charging, or use of e-bikes, scooters, or lithium-ion powered micromobility devices is prohibited anywhere on Cooperative property**, including Apartments, Common Areas, terraces, hallways, stairwells, elevators, and parking facilities.
- **Charging lithium-ion batteries is prohibited** unless expressly authorized in writing in a designated compliant location.
- Only original manufacturer UL-certified batteries and chargers are permitted where authorized.
- **Medical mobility devices** are exempt if registered with Management and used only for mobility needs.

F. Driving & Safety

- Speed limit is **5 mph**.
- Yield to pedestrians at all times.

- No unnecessary horn use, engine revving, or tire screeching.

G. Access Control

- Electronic parking gates may not be bypassed. Tailgating is prohibited.
- Parking permits and stickers must be permanently affixed and may not be transferred.

H. Enforcement

- Unauthorized or violating vehicles may be **towed or booted at the owner's expense**.
- Repeated violations or nonpayment may result in **revocation of parking privileges**.

I. New York Registration Requirement

- Vehicles must be registered in New York State.
 - Grandfathered out-of-state vehicles may remain only if continuously registered and insured. Replacement vehicles must be NY-registered.
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XI. MISCELLANEOUS RULES

A. Conduct & Compliance

- All shareholders, residents, occupants, guests, and invitees must comply with all applicable federal, state, and local laws while on Cooperative property.
- Conduct that is unlawful, harassing, threatening, intimidating, or that materially interferes with safety, operations, management, or the quiet enjoyment of others is prohibited.
- Each shareholder is responsible for the conduct of all family members, occupants, employees, caregivers, guests, and invitees associated with their Apartment.

B. Privacy & Confidentiality

- Shareholder and resident contact information is maintained as confidential by the Board and Management except as required or permitted by law, the By-Laws, or Cooperative election and governance procedures.

C. Liability for Guests & Occupants

- Shareholders are liable for any injury or damage to persons or property caused by themselves or anyone associated with their Apartment. Such acts are deemed the acts of the Shareholder for enforcement purposes.

D. Communications & Interference

- Shareholders and residents shall not distribute communications that materially interfere with Cooperative operations, constitute harassment or threats, or involve unlawful conduct.
- Nothing in this section restricts lawful participation in Cooperative governance, elections, or legally protected communications.

E. Solicitation

- Door-to-door solicitation and placement of materials at Apartment doors are prohibited without express authorization, except for subscribed newspapers and courier deliveries.

F. Roof Access

- The roof is not a common amenity. Access is strictly limited to authorized personnel only.

G. Building Employees

- All service requests must go through the Management Office.
- Except in emergencies, residents may not direct, supervise, or use building staff for private services.
- Cooperative employees, managing agents, and authorized contractors are engaged to perform their duties on behalf of the Cooperative and must be able to do so in a safe, orderly, and professional environment.
- Harassment, intimidation, abusive language, threats, or interference with the duties of any Cooperative employee, managing agent, or contractor is strictly prohibited. Persons violating this requirement may be prohibited from visiting the management office, except in the event of an emergency.
- Shareholders are responsible for the conduct of all occupants, household members, guests, and invitees of their Apartment and must ensure that all building personnel are treated with courtesy and respect.
- Conduct that creates a hostile, unsafe, or disruptive work environment for Cooperative employees or agents is a violation of these House Rules and may result in fines, suspension of privileges, or other enforcement action.

H. Signage

- No signs, notices, or advertisements may be posted on Cooperative property without written approval.

I. Landscaping & Grounds

- Landscaping areas are not to be entered, used, or damaged. Anyone causing damage is responsible for all repair and replacement costs.
-

XII. NOISE AND NUISANCE

A. General Rule

- No shareholder, resident, occupant, or guest may create or permit unreasonable noise, vibration, odor, or disturbance that interferes with the quiet enjoyment of other residents or with the operation of the Cooperative.

B. Quiet Hours

- Quiet hours are observed **between 11:00 PM and 8:00 AM** daily.
- During quiet hours, sound systems, televisions, radios, musical instruments, and similar devices must not be audible outside the Apartment.

C. Music & Audio

- At all times, sound equipment and musical instruments must be used at reasonable volume levels.
- Repeated or excessive noise audible beyond the Apartment may be deemed a nuisance regardless of time of day.

D. Construction & Repair Noise

- No construction, renovation, or repair work creating noise may be performed except:
Monday through Friday (excluding legal holidays)
8:00 AM to 5:00 PM
- Emergency repairs necessary to protect life, safety, or property are exempt.

E. Pet Noise

- Pet owners must prevent persistent barking, howling, or other noise that disturbs neighbors.
- Pursuant to NYC Noise Code, noise lasting:
 - 10 minutes or more (7:00 AM – 10:00 PM), or
 - 5 minutes or more (10:00 PM – 7:00 AM)may constitute a violation.

F. Vehicle Noise

- Unnecessary horn use, engine revving, tire screeching, or loud vehicle audio is prohibited in parking areas and on Cooperative grounds.

G. Community Room (See below)

- Events must keep noise at reasonable levels.
- Amplified music, DJs, or bands are not permitted past **10:00 PM**.

Use of the community room requires execution of the Cooperative's community room agreement.

H. Enforcement

- Violations may result in fines, administrative fees, cost recovery, or other enforcement action, as set forth in the Occupancy Agreement, these House Rules, and the Cooperative's **Fines & Fees Schedule**, as adopted and amended by the Board of Directors
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XII. SMOKING POLICY

A. Purpose & Legal Authority

- This Policy is adopted pursuant to New York City Local Law 147 and Section 17-502 of the Administrative Code to protect residents, employees, and visitors from secondhand smoke and fire hazards.

B. Definition

- “Smoking” includes inhaling, exhaling, burning, or carrying any lit or smoldering product containing tobacco, marijuana, or any other substance, including cigarettes, cigars, pipes, hookah, e-cigarettes, and vaping devices.

C. Prohibited Areas

Smoking is prohibited in:

- All indoor and outdoor Common Areas
- All stairwells, elevators, hallways, lobbies, laundry rooms, and parking decks
- All Terraces and Balconies

D. Shareholder Responsibility

- Shareholders are responsible for any smoking violations by occupants, family members, guests, or invitees associated with their Apartment.

E. Nuisance & Enforcement

- Smoking in prohibited areas constitutes a nuisance and objectionable odor under the Occupancy Agreement and By-Laws.
- The Cooperative may impose fines, recover legal fees, and assess costs as permitted by the Fines & Fees Schedule and applicable law.

F. Designated Smoking Areas

- Smoking is permitted only in areas specifically designated by posted signage, if any.
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XV. PET POLICY

A. General Restrictions

- Pets are permitted only for **Resident Shareholders**.
- No more than **two (2) pets** are permitted per Apartment.

B. Reasonable Accommodations

- Bayridge Air Rights, Inc. complies with all federal, state, and local fair housing and disability laws.
- Service Animals and Emotional Support Animals (ESAs) required as a reasonable accommodation are permitted notwithstanding breed, weight, or number restrictions.
- Requests for accommodation must be submitted to Management and will be evaluated in accordance with applicable law.

C. Breed & Weight Limits (Non-ESA Pets)

- Dogs over **80 pounds** are not permitted.

- The following breeds are prohibited unless approved as a reasonable accommodation:
 - Pit Bull breeds (American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier)
 - Rottweilers
 - Presa Canarios
- Management may prohibit any animal that is unsuitable for a high-rise residential building.

D. Registration & Fees

- All dogs must be registered with the Management Office.
- A one-time registration fee applies pursuant to the Fines & Fees Schedule.
- Late registration may result in penalties.
- Required documents include:
 - NYC dog license
 - Proof of rabies vaccination
 - 3" × 5" color photo
 - Proof of liability insurance
- A BRAR dog tag must be attached to the dog's collar at all times.

E. Conduct Rules

- Dogs must be leashed outside the Apartment.
- Pets are prohibited in laundry rooms, playgrounds, and the Community Room.
- Dogs may not be left unattended for extended periods.
- Waste must be cleaned up immediately and double-bagged before disposal.
- Persistent barking must be corrected through training or anti-bark devices.

Besides the right to order removal of an animal for violation of the Pet Policy, the Cooperative reserves the right for the animal to be muzzled outside of the Apartment.

F. Insurance

- All dog owners must maintain liability insurance covering injury and property damage caused by the animal and must provide proof annually.

G. Enforcement

- Violations are subject to written notice and opportunity to cure.
- Continued violations may result in fines, suspension, or revocation of dog privileges, and legal action if necessary.

XVI. COMMUNITY ROOM

A. Eligibility & Purpose

- The Community Room is available to **resident shareholders in good standing** who are **21 years of age or older**. (To be in good standing means that the shareholder is not in arrears in the payment of carrying charges or other fees and has not received written notice of violation of any rules and regulations of the Cooperative, or its governing documents and/or HCR Rules and Regulations).
- The room may be used only for family-related and private events. Management may refuse any use that is inappropriate or disruptive.

B. Reservations & Payment

- Reservations are accepted on a first-come, first-served basis.
- A signed Community Room Agreement and full payment are required to secure a date.

C. Fees & Deposits

- A non-refundable use fee applies pursuant to the Fines & Fees Schedule.
- A refundable security deposit is required. Damage or excess cleaning costs will be deducted and charged if they exceed the deposit.
- Cancellations require at least **48 hours' written notice** for any refund eligibility.

D. Hours & Noise

- Events must end by **12:00 Midnight**.
- Noise must be reduced after **10:00 PM**. DJs, bands, or amplified music are not permitted after 10:00 PM.

E. Conduct & Supervision

- Maximum occupancy is **75 persons** or as required by Fire Department rules.
- Children under 12 must be supervised at all times.
- Guests must remain inside the Community Room; loitering elsewhere is prohibited.
- Smoking and pets are prohibited.

F. Alcohol

- Alcohol is permitted only at the shareholder's risk and responsibility.
- The Cooperative does not provide, serve, or supervise alcohol.
- The shareholder is fully responsible for guests and any alcohol-related issues.

G. Keys

- Keys are issued shortly before the event and must be returned immediately after.
- Failure to return keys may result in a charge pursuant to the Fines & Fees Schedule.

H. Liability

- The Cooperative is not responsible for loss or damage to personal property.
 - The shareholder assumes full responsibility for guests and damages.
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XVII. MOVING-IN/OUT & BULK DELIVERIES

These rules and regulations are established for the safety and protection of all residents and must be followed.

A. Scheduling & Authorization

- An **Elevator Reservation Form** must be completed and signed by the shareholder and submitted to the Management Office.
- All move-ins, move-outs, and bulk deliveries must be scheduled at least **two (2) business days in advance**.
- Moves are permitted **Monday through Friday only, between 10:00 AM and 4:00 PM**.
- **No moves are permitted on Saturdays, Sundays, or legal holidays.**

B. Requirements

- All movers must be **licensed and insured**.
- A valid Certificate of Insurance (COI) must be provided.
- A refundable move-in/move-out deposit is required pursuant to the Fines & Fees Schedule.

C. Conduct of the Move

- All moves are coordinated and supervised by Management.
- Only one elevator may be used and must be padded.
- Building #1 moves must use the lobby ramp.

D. Damage & Debris

- Shareholders are responsible for any damage to elevators, hallways, walls, or floors.
- Boxes, packing material, and bulk debris must be removed from the premises and may not be left in compactor rooms, hallways, or chutes.

E. Penalties

- Failure to comply with these rules may result in fines, loss of deposit, and charges for repair and cleanup pursuant to the Fines & Fees Schedule.
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XVIII. GARBAGE DISPOSAL, RECYCLING & COMPOSTING

A. Compactor Closets – General Rules

- Compactor Closets may be used only between **6:00 AM and 10:00 PM**.
- Use of compactor chutes is prohibited between **10:00 PM and 6:00 AM**.
- All household garbage must be placed in **securely tied plastic bags** before being placed in the chute.
- **Loose trash is prohibited.**

B. Prohibited Items in Chutes

The following may NOT be placed in the compactor chutes:

- Liquids
- Loose litter or dust (including cat litter or vacuum debris)
- Glass or hangers
- Paint, flammable waste, or chemicals
- Medical waste or syringes

These items create safety hazards and may result in fines or cost recovery.

C. Mandatory Recycling

- Recycling is required by New York City law.
- Paper, cardboard, glass, plastic, and metal must be separated and placed in designated recycling bins.
- Food containers must be rinsed.
- Cardboard boxes must be flattened and placed in designated areas — **never forced into the chute.**

D. Mandatory Composting

- Separation of food scraps and organic waste is required by NYC law.
- Compost bins are located in:
 - Basement of Building 1
 - First Floor of Building 2
- Food waste must be placed in a clear plastic or compostable bag before being placed in compost bins.
- **Loose food waste may not be thrown down the chute.**

E. Plumbing Protection

- **Do not flush** cat litter, grease, cooking oil, wipes (even those marked as flushable), or similar materials.
- Shareholders responsible for plumbing stoppages caused by improper disposal will be charged for all clearing and repair costs.

F. Bulk & Construction Debris

- Furniture, appliances, and bulk items may not be placed in Compactor Closets.
- Contractors must remove all construction debris from the property.

- Bulk disposal requires prior Management approval and elevator reservation.

G. Mattresses & Box Springs

- All mattresses and box springs must be placed in sealed plastic mattress bags prior to disposal.
- Bags are available from Management at cost.
- Improperly discarded mattresses may be bagged or removed by the Cooperative and charged to the responsible shareholder.

H. Refrigerators & Freezers

- Doors, hinges, and locking mechanisms must be removed or rendered inoperable before disposal.
- CFC/Freon removal must be scheduled with DSNY.
- Non-compliant appliances may be corrected by the Cooperative and charged to the Shareholder.

I. No Dumping in Common Areas

- Garbage, boxes, or refuse may not be left in hallways, stairwells, or on compactor room floors.

J. NYC Fines & Cost Recovery

- If the Cooperative is fined by NYC due to improper disposal by a shareholder, the fine and any administrative charges will be billed to that shareholder pursuant to the Fines & Fees Schedule.
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XVIII. BOARD OF DIRECTORS

A. Composition

- The Board of Directors consists of **nine (9) elected directors** plus HCR has the option to appoint **one (1) director**.

B. Terms of Office

- The nine elected directors serve **three-year staggered terms**, with three directors elected at each Annual Meeting to ensure continuity of governance.

C. HCR-Appointed Director

- The HCR-appointed director serves at the discretion of the Commissioner and is not subject to the election, term limits, or removal procedures applicable to elected directors.

D. Eligibility to Run

To be eligible to serve as an elected director, a candidate must:

- Be a Shareholder of the Cooperative
- Be in good financial standing (not in arrears more than two months)
- Maintain the Apartment as their primary residence as required by HCR

All elections are conducted pursuant to law, regulations and the By-Laws in compliance with HCR Rules and Regulations..

E. Attendance & Removal

- Directors are expected to attend meetings regularly.
 - A director may be removed from the Board by a vote of the shareholders with or without cause, or by a vote of the Directors for cause as specified in the Bylaws, including, among other things, breach of fiduciary duty, or lateness or absence from board meetings. Please see the Bylaws for details.
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XIX. RESTATEMENT AND RESERVATION OF RIGHTS

A. Amendment of Rules

- The Board of Directors may amend, repeal, or replace all or any portion of these House Rules from time to time, subject to approval by an affirmative vote of the Board and in compliance with applicable law and NYS HCR requirements.
 - No amendment shall take effect until proper notice has been given to shareholders as required by law.
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B. Interpretation & Authority

- The interpretation and application of these House Rules is the duty and responsibility of the Board of Directors.
- Wherever these House Rules require the Cooperative's consent or approval, such consent may be granted or withheld in the Cooperative's sole discretion and must be in writing.

C. No Waiver

- Failure by the Cooperative to enforce any provision of these House Rules shall not constitute a waiver of that provision or any future enforcement.

D. Restriction of Amenities

- In addition to all other remedies for nonpayment of maintenance, assessments, or other financial obligations, the Cooperative may bar a Shareholder from the use of recreational facilities and amenities, including parking.

E. Remedies & Legal Costs

- Violations of these House Rules may result in fines, administrative charges, and enforcement action pursuant to the Occupancy Agreement, By-Laws, and Fines & Fees Schedule.
- The Shareholder shall reimburse the Cooperative for all costs incurred as a result of violations, including attorneys' fees, fines, penalties, and enforcement expenses.

F. Governing Documents Control

- These House Rules do not amend or override the Certificate of Incorporation, By-Laws, or Occupancy Agreement.
- In the event of any conflict, the Cooperative's governing documents and NYS HCR regulations shall control.

Bayridge Air Rights, INC.

260 & 350 65th Street Brooklyn, NY 11220

ACKNOWLEDGEMENT OF RECEIPT

HOUSE RULES & REGULATIONS (2026 EDITION)

Unit Number: _____ Building: [] 260 [] 350

I/We, the undersigned Shareholder(s) of Bayridge Air Rights, Inc., hereby acknowledge that I/we have received a copy of the House Rules & Regulations (2026 Edition).

By signing below, I/we acknowledge and agree to the following:

Receipt: I/We have received the House Rules and have had the opportunity to read them.

Binding Agreement: I/We understand that these House Rules are binding and form a material part of my/our Occupancy Agreement with the Cooperative.

Responsibility: I/We understand that I/we are responsible for ensuring that all family members, occupants, guests, and employees associated with my/our Apartment comply with these rules.

Enforcement: I/We understand that violation of these rules may result in enforcement action, including administrative fees, monetary penalties pursuant to the Cooperative's Fines & Fees Schedule, legal action, or termination of the Occupancy Agreement as outlined in the Governing Documents.

SHAREHOLDER 1:

_____ (Print Name)

_____ (Signature) _____ (Date)

SHAREHOLDER 2 (if applicable):

_____ (Print Name)

_____ (Signature) _____ (Date)