

# **LAKEVIEW APARTMENTS**

4 E. 107<sup>th</sup> Street, New York, NY 10029

Tel: 212-427-0800 ❖ Fax: 212-427-5530

## **RULES AND REGULATIONS**

These Rules and Regulations (“Rules and Regulations”) do not represent all the governing regulations of the Landlord but are intended to highlight the tenant obligations that Landlord’s Agent believes deserve extra emphasis and provides the new tenant with basic information about their new homes. The Landlord is not liable to a tenant if another tenant violates the Rules and Regulations. Tenants do not acquire legal rights on the basis of the Rules and Regulations.

Landlord’s Agent reserves its right to modify these Rules and Regulations from time-to-time and will notify tenants of all material changes to these regulations.

Please read this document carefully so that you are aware of your rights and responsibilities as a resident of Lakeview Apartments. Your lease and the accompanying Rider(s) and attachments are the legal documents that establish the standards of occupancy in the Development. Please be sure to read your lease in its entirety.

### **Air-Conditioning**

Air-Conditioner sleeves are provided in every apartment. Under no circumstances may tenants install their own air conditioners, either in the sleeves or in windows. Air conditioners can be obtained from management at \$20 per month per air conditioner.

### **Apartment Inspections**

Landlord’s Agent reserves the right to enter your apartment upon reasonable advance notice to make necessary repairs, and at other reasonable times (at least once a year) to ensure that the apartment is being properly maintained and to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests or to correct any other unsafe conditions. Landlord shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith unless caused by willful acts or negligence. If an emergency situation develops, Landlord’s Agent may enter your apartment without notice, but we will provide you with a written statement explaining the need to enter your apartment without prior notice.

### **Appliances**

The installation and use of washing machines, clothes dryers, stand-alone freezers, 2<sup>nd</sup> refrigerator and dishwashers in individual apartments is strictly prohibited.

Security will inspect all large boxes that may contain appliances.

### **Balcony/Terrace, Exterior Walls, Windows**

Tenants and their immediate family, other members of their household, their employees, servants, agents, visitors and licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Development.

**Managing Agent: Metropolitan Realty Group, LLC**

60 Cuttermill Road Suite 200 Great Neck, NY 11021 Tel: 212-835-9040 Fax: 212-835-9059

Website: [www.metreal.com](http://www.metreal.com)



## Building Rules & Regulations – Lakeview Apts.

Tenants may not put flowerpots or other objects on window or balcony ledges. Tenants may not hang any clothing from, or place large screens or other barriers on the balcony/terrace.

Tenants may not throw objects of any kind (including but not limited to trash, cigarette butts/ashes, etc.) out of windows or off of balconies.

Tenants may not require, permit or allow any window in your Apartment to be cleaned from the outside under any circumstances, or allow household members, employees, servants, agents, visitors, or licensees to sweep, shake, hang or throw anything whatsoever out of the windows or to obstruct or place any objects on the window sills, or ledges.

No radio, television or other aerial or satellite dish may be erected on the exterior walls of the building without the consent of Landlord in writing, and any such aerial or satellite dish may be removed by Landlord without notice at the expense of the tenant. Aerials and satellite dishes may not protrude outside the apartment.

### **Building Services**

Supplies, packages, dry cleaning, may be accepted by the front desk as Landlord or Landlord's Agent may direct. Delivery persons must sign the visitor log. Limitations on the size and contents of packages may be imposed to assure the safety and convenience of all tenants. Neither Landlord nor Landlord's Agent shall be responsible for the loss or damage of any such property, unless caused by intentional acts or negligence.

No employee of Landlord or Landlord's Agent or shall be sent out of the Development by a tenant at any time for any purpose.

### **Community Room**

Tenants who wish to use the community room should contact the Management Office ahead of time. There will be a \$300.00 fee for use of the community room, and a \$300.00 security deposit will be required. Security deposit will be refunded in full as long as community room is left broom-clean and free of any damages.

### **Conduct of Residents and Their Guests**

Your activities in and about the Development should be conducted in such a manner as to not interfere with the rights of your neighbors. Please keep your radio, stereo, television, etc. at reasonable levels at all times. Also, please note that you are responsible for the behavior of your guests and visitors to your apartment.

Tenants shall not make or permit any disturbing noises in the building or elsewhere in the Development by themselves, members of their household, employees, servants, agents, visitors or licensees; nor do or permit anything to be done by such persons that will interfere with the rights, comforts, safety or convenience of other tenants. Tenants shall not play or permit the playing of any musical instrument or operate or permit the operation of a radio, stereo or other electronic equipment, television set or any noise making device of any nature in the apartment or elsewhere in the Development in such manner or at such time as may disturb or reasonably annoy other



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tenants. Tenants shall not give or permit the giving of vocal or instrumental instructions in the apartment at any time.

Drinking of alcoholic beverages is permitted only in apartments and not in any indoor or outdoor common areas.

Smoking or vaping is not permitted in any common area of the building.

The use, storage, or trafficking of illegal drugs of any kind is absolutely prohibited in any part of the Development, including both indoor and outdoor areas. If a tenant or any visitor of any apartment in the building, regardless of age, is arrested for the sale and/or use of drugs in any apartment, inside or outside of the building, the federal government mandates that we start eviction proceedings immediately.

Tenants shall not litter the laundry rooms or other common areas. Graffiti writing, or any other form of defacement is strictly prohibited. A tenant shall be responsible for the cost of removal of any graffiti, or other form of defacement caused by such tenant, such tenant's family, guests or invitees.

Nothing shall be done or kept in any apartment or in any portion of the Development which will increase the rate of insurance of the Development or contents thereof without the prior written consent of Landlord. No tenant shall permit anything to be done or kept in an apartment or in any portion of the Development which will result in the cancellation of insurance on the Development or which would be in violation of any law, rule or regulation.

Any conduct of residents or their guests in violation of these Building Rules and Regulations constitutes objectionable conduct in violation of the lease agreement. Please refer to your lease agreement for details of your specific rights and responsibilities as a tenant.

Under no circumstances shall the apartment be subleased to anyone for any reason. Unit must be the household member(s) primary residence.

Apartment may not be used as an Air BnB under any circumstances.

**Corridors/Stairwells/Common Areas**

The public halls, stairways, elevators and elevator vestibules shall not be obstructed by any person or used for children's play, loitering or for any other purpose than for ingress to and egress from the apartments; nor shall any person be permitted to play directly in front of the building, on planted areas, or any part of the Development other than the areas provided for that purpose. The public corridors shall not be obstructed or used for any purpose other than entering/exiting your apartment. The stairwells should not be used except for use in evacuating the building in the event of a fire or other emergency, or at the direction of the fire department or other emergency-response personnel.

No tricycles, bicycles, scooters, baby carriages, strollers or other like paraphernalia shall be allowed to remain in the halls, or on the landings or stairwells or to be parked in the building lobbies, vestibules, exterior entryways or other common areas.



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No mopeds, motorized scooters, motorized boards or any motorized or powered vehicle or transportation device of any kind (whether gas or battery powered) shall be allowed in the buildings or in apartments. Such vehicles or devices that are registered and licensed with the DMV should be parked in an appropriate parking facility or location.

No sharp objects or glasses or glass bottles are permitted in the garage or other common areas at the Development. The storage and/or use of firecrackers are prohibited at the Development. No bike riding or use of skateboards or roller blade skates is permitted at the Development, including all interior and exterior common areas, nor is any other activity which may endanger the safety or be a nuisance, in the sole discretion of Landlord.

No doormats, containers, or other articles shall be placed in the halls or on the landings or stairwells.

Tenants shall not tamper with mailboxes, elevators, standpipes, or fire hoses.

Children shall not play in the public halls, stairways, elevators or any of the exterior landscaped areas. Bicycle riding and roller skating are not permitted in the public halls, stairways, exterior plazas unless specifically designated for such activities. All children must be accompanied by an adult in the sitting areas or other common areas.

It is against the law to smoke in the laundry rooms, hallways, stairways and elevators as well as other common areas of the building.

### **Decorating your Apartment**

To preserve the appearance of the walls in your apartment, you are asked not to drive nails or screws into the walls. Before undertaking any wallpapering, you must first receive written approval from Landlord's Agent. Please be aware that if you paint or wallpaper any part of the apartment, before you vacate the apartment you must restore the apartment to its original condition, or the cost of apartment restoration will be deducted from your security deposit.

No sign, advertisement, illumination, drawing or projection shall be displayed or projected on, or at, any window, apartment door or other parts of the building except such as shall be designated by Landlord for that purpose; NO SATELLITE DISHES whatsoever!

Tenants shall not allow members of their household, employees, servants, agents, visitors, or licensees to block or enclose in any manner, the heating units in their apartments.

No stickers on walls, refrigerators, doors, etc.

### **Deliveries**

Deliveries may be accepted only on Monday through Friday, 9AM to 4 PM. All deliveries in and out must obtain a pass from the management office prior to the delivery date.



## Doors and Locks

Your apartment entrance door is equipped with a lock. Residents are not authorized to replace the lock or install a second lock. Under no circumstances may any tenant install a lock with crossbar mechanisms or any type of lock that requires a key to exit the apartment.

Landlord's Agent is required to retain keys to all apartments. Tenants who change door locks without written permission of Landlord will be held responsible for any property loss to either Landlord or other tenants and for any liability or legal action caused by the failure to abide this rule.

## Electrical Systems

The electrical systems in your apartment are controlled by circuit breakers (located within your apartment). If a circuit overload should occur, the circuit will 'trip'. Unplug any appliances in use at the time and 'push' the breaker back on. If the condition is not remedied, or if you observe smoke or fire emanating from the circuit panel, call '911' immediately.

## Exterminating Service

Extermination service is provided for tenants at no charge. Extermination service will be provided by ABCO and is scheduled as follows: 1250 Fifth Avenue & 4 East 107<sup>th</sup> Street will be serviced the 2<sup>nd</sup> Tuesday and 3<sup>rd</sup> Saturday of each month between 8am-4pm; 1590 Madison Avenue & 35 E. 106<sup>th</sup> Street will be serviced the 1<sup>st</sup> Saturday and 4<sup>th</sup> Tuesday of each month between 8am-4pm. for every Monday for apartments and on Thursdays for common areas. Exterminator will knock on each door during each visit. Tenants who have asthma, or who may be sensitive to chemicals used by the exterminator, can request a product list from the exterminator, If, because of health considerations, the tenant declines the use of a particular product, the exterminator can meet with the tenant and discuss the use of the best possible substitute product.

## Garbage Disposal

There are trash rooms on each of the floors. Tenants should not leave ANY bags of garbage on the trash room floor. Tenants shall observe rules in the disposal of garbage/trash in the compactor rooms, including but not limited to the following:

- Please be sure to push your garbage all the way down the chute;
- Discard all wet garbage in small plastic bags and place in the compactor chute;
- Do not force large bundles into the chute;
- Garbage should be bagged and of a size that will easily go down the chute;
- Do not place explosives or flammable items into the compactor chute;
- Do not place wire hangers down the chute; and
- Please observe rules for recycling, if and when instituted.



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To dispose of bulk trash, such as furniture, mattress, etc. please call the maintenance number 646-905-3753 to arrange for pick up. Mattresses must have a plastic covering. If you do not have one, we will provide one for you; kindly let us know when you arrange for pick up that you need a plastic covering for the mattress.

### **Guests, Family Members, etc.**

Guests may not occupy an apartment for a period exceeding thirty (30) days without the prior written approval of Landlord. Tenants must advise Landlord of any guest who will occupy the tenant's apartment for two weeks or less while the tenant is not occupying the apartment as well; notwithstanding anything to the contrary in the tenant's lease, occasional failure to so advise Landlord will not constitute a default under the tenant's lease.

Each tenant shall cause all occupants of his or her apartment, including all guests, invitees, employees and servants, to obey all Building Rules and Regulations. Violation of the Building Rules and Regulations by any such party shall constitute a default by Tenant under his or her lease.

Tenant will be held financially responsible for all acts and damages caused by their families, occupants of the apartment, guests and invitees of Tenant or pets, employees or subtenants including any defacement or destruction of the grounds or Development. If Tenant fails to remedy same, any and all administrative or other costs incurred by Landlord to cure Tenant's non-compliance shall be charged to Tenant as additional rent, without limitation to other remedies which may be available to Landlord.

### **Laundry**

Two laundry rooms are located in the building for the use of tenants only. Laundry room facilities shall be used in such manner and at such times as Landlord may direct. Tenants and their guests/invitees must observe the rules of common courtesy in the use of washers and dryers. Tenants shall not dry or air clothes from the windows. No outside persons (in adjoining or nearby buildings are allowed to use the laundry facilities. Facilities are for Lakeview tenants ONLY.

### **Mailbox**

Only the name of the head of household, as indicated on the application, will be permitted on the mailbox and building directory.

### **Maintenance**

Routine maintenance service is conducted on [Monday through Friday], from 7:00 am through 7:00 pm. All routine maintenance request must be called into maintenance office at **646-905-3753**

In the event of an emergency situation after office hours, on weekends or holiday, please call 212-835-9040. Your call will be handled by a live operator and will be referred to the person(s) on call for the night.

You may request routine (non-emergency) maintenance service by either (1) leaving a message on the maintenance office answering machine (phone number: **646-905-3753**); (2) going to the



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maintenance office and requesting a repair; (3) calling the management office at 646-905-3751; or (4) going to our website online at : <https://lakeviewnyc.com/rent-payments-and-maintenance/>.

Please note that our handymen repair only those items that are considered as part of the apartment (i.e., plumbing, flooring, appliances). Repair of damage caused by tenant negligence or misuse is the responsibility of the tenant. In such cases, maintenance will make the necessary repairs, but the tenant will be charged for the cost of labor and materials. Due to insurance considerations, our employees are not permitted to perform any ‘side-work’ for tenants (e.g., installation of shelving). The Landlord, Fifth and 106th St. Associates, L.P., and the Landlord’s Agent, will not be liable for any such unauthorized work.

Tenants must not obstruct or impede maintenance or construction personnel engaged in repairing or renovating common areas or individual apartments.

### **Parking**

The parking garage is managed by an independent contractor and not by the Landlord. No parking of vehicles is permitted in unauthorized locations in the parking garage, ramps or elsewhere at the Development. Vehicles parked in unauthorized areas will be subject to towing at Tenant’s expense without notice.

### **Playground**

The playground is to be used only by children and their caregivers.

### **Plumbing Fixtures**

Toilets, sinks and other plumbing fixtures shall not be used for any purposes other than those for which they were designed or built and no sweeping, rubbish bags, acids or other substances shall be placed in them. Tenants shall be responsible to Landlord for any damage resulting from violation of this rule.

### **Rent Payments**

Rent is due and payable on the first day of each month. Any tenant whose rent is in arrears under the terms of the lease will be subject to summary dispossession proceedings initiated by the Landlord in Landlord/Tenant Court.

Your rent check or money order must be payable to Fifth and 106th St. Associates, L.P. and should be sent to Metropolitan Realty Group, LLC, 60 Cuttermill Road, Suite 200, Great Neck, NY 11021 in the envelopes provided to you. For security reasons, no cash payments will be accepted under any circumstances.

You may also pay your rent online by registering through RentCafe -

<https://www.rentcafe.com/residentservices/lakeview-apartments-7/userlogin.aspx>

Your email address will need to match what we have on file. If you have not given us your email address, please call 646-9005-3751 and ask for Ms. Katrenna Clayton, who will be more than happy to assist you.



**Managing Agent: Metropolitan Realty Group, LLC**  
60 Cuttermill Road Suite 200 Great Neck, NY 11021 Tel: 212-835-9040 Fax: 212-835-9059  
Website: [www.metreal.com](http://www.metreal.com)



## Security

All guests and invitees (even if accompanied by a tenant) must sign in at the front desk and show identification which will be scanned by the security officer. All residents must use their key fobs to enter the property. All guests of residents must be buzzed into the property by a resident through the intercom system. Upon being buzzed into the property, all guests must then go to the security desk and present their identification. The security officers will not buzz or otherwise give entry into the property to anyone, whether resident or guest.

## Thermostats

Tenants are strictly prohibited from tampering with or removing the batteries from thermostats. If a Tenant believes that a thermostat is not working properly, the Tenant should contact the maintenance office. The Landlord will charge a \$250 fee if a thermostat has been tampered with, and a \$50 fine if the battery or batteries have been removed.

## Violence Against Women Act (VAWA)

The VAWA protections apply to families applying for or receiving rental assistance payments under the project based Section 8 program. The law protects victims of domestic violence, dating violence, sexual assault or stalking, as well as their immediate family members generally from being evicted or being denied housing assistance if an incident of violence that is reported and confirmed.

- The Landlord may not consider incidents of domestic violence, dating violence, sexual assault or stalking for termination of assistance, tenancy or occupancy of the victim of abuse.
- The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household, guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy if the tenant (or an immediate member of the tenant's family) is the victim or threatened victim of that abuse.
- The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant Signature

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_



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Tenant Signature

\_\_\_\_\_

Tenant Signature

Date: \_\_\_\_\_

\_\_\_\_\_

Tenant Signature

Date: \_\_\_\_\_

\_\_\_\_\_

Managing Agent

Date: \_\_\_\_\_

