

CADMAN PLAZA NORTH, INC.

140 Cadman Plaza West
Brooklyn, New York 11201



August 2, 2018

HOUSE RULES AND REGULATIONS

Please Note: The House Rules and Regulations are currently being revised. The following adjustments will be made to the new House Rules and Regulations:

Page 13- A new dog policy (approved by HPD) is in effect September 1, 2018 and follows page 32 of this document.

Page 23- #9- Music to be lowered by 11PM; events must end at midnight.

Room Rental	\$200.00
Security Deposit	\$150.00
Large Table Rental	\$ 12.00
Card Table	\$ 7.00
Round Table	\$ 7.00
Chairs (per chair)	\$ 2.00

Community Affairs Chair: Mabel Delrio
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May 2007

For the purposes of these Rules and Regulations the term Shareholder will refer to those parties listed on the Stock Certificate of Cadman Plaza North, Inc. The generic use of "shareholder" will refer to all Shareholders, their families, guests, agents, employees, and visitors.

I. GENERAL BUILDING MAINTENANCE

A. The Shareholder shall occupy the apartment covered by these Rules and Regulations as a private dwelling for him/herself and for no other purpose.

B. The "shareholder" shall abide by the Certificate of Incorporation, Occupancy Agreement, By-Laws, Rules and Regulations of the Corporation and any amendments thereto.

C. The "shareholder" shall take good care of the Cadman Plaza North premises and all common areas, and cause no injury thereto.

D. The "shareholder" shall not disfigure or deface any public part of the building.

E. The "shareholder" shall comply with all laws, ordinances and government regulations and the regulation of the New York Board of Fire Underwriters applicable to the premises.

F. The public elevators, halls and stairways shall not be obstructed nor used for any other purpose than for ingress to, and egress from the apartments. Doormats shall not be placed in the public hallways.

G. The "shareholder" is expressly forbidden to throw anything whatsoever out of the windows or doors, off the terraces, or into the halls.

H. All garbage and refuse must be disposed of in such manner as the Corporation may direct. The "shareholder" shall not cause the accumulation of waste refuse in or about the public areas. (See: Use of Compactor Rooms, Section V)

I. No baby carriages or bicycles may be stored or parked in the halls, lobbies, elevators, passageways, second floor terrace, or in front of the building.

J. Each "shareholder" shall keep the premises in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from his or her apartment, any dirt or other substance, into any of the corridors or halls or lobby or stairways, of the building.

K. The obstruction of stairs or exits is a menace to life and is prohibited by the Fire Department and also by the Corporation.

L. Any "shareholder" defacing, mutilating or damaging property, in any manner, is in violation of the Rules & Regulations and of the Occupancy Agreement and will be held financially responsible for any repairs or replacements required.

M. No "shareholder" may alter or disturb any plantings on the corporate property without the permission of Management or the Board of Directors. No one may hang from or climb on trees of the corporate property.

N. The feeding of birds at, or around the building, including the terraces, decks, balconies, or windowsills of the building, is prohibited.

O. "shareholders" may not go onto the roof of the building unless accompanied by management.

II. APARTMENTS

A. If Management determines the need to enter an apartment it has the right and obligation to do so.

B. If the Shareholder has not provided Management with a set of keys to his/her apartment, and entry is deemed necessary, the Shareholder is responsible for any damage incurred or any repairs necessary.

C. The original master-keyed lock must not be removed. All other locks installed on apartment doors become the property of Cadman Plaza North, Inc.

D. Nothing shall be attached to, or projected from, the exterior portions of the building. This includes, but is not limited to, flags, laundry, satellite dishes, aerials, antennae, and air conditioning units. No signs, advertisement, illumination, aerial or projection shall be erected or exposed on or at any window, terrace, or other part of the building or roof.

E. Nothing shall be hung from the windows or balconies, or placed upon windowsills or ledges. Tablecloths, bedding, clothing, curtains, or rugs may not be shaken or hung from any of the windows or doors.

F. It is the responsibility of each Shareholder to keep the door saddle (entrance sill) and door to his/her apartment clean.

G. Exterminator Services: For the sanitation of the entire building the exterminator must be granted permission to service any apartment.

H. Neither the bathroom nor half-bath, shall be used for any purpose other than those for which they were constructed. Sweepings, rubbish, rags and all other improper articles may not be thrown into the drains or toilets. Any damage resulting from the misuse of the above water facilities shall be the responsibility of the Shareholder upon whose premises said damage occurred.

I. Washing machines and dryers are not permitted in any apartment.

J. Repairs and Maintenance

1. The Shareholder must make necessary repairs, and maintain the apartment in a manner satisfactory to Management.
2. Shareholders are responsible for the maintenance, repair, and replacement of stoves, refrigerators, kitchen cabinets, and counters.
3. Repairs to pipes and heating units, electrical conduits, partitions, plumbing, and drains, unless occasioned by the misuse and neglect of the "shareholder", are the responsibility of the Corporation.
4. All other necessary repairs, and replacements within the apartment are to be done at the Shareholder's expense.
5. Upon failure to make those necessary repairs and replacements, the Corporation may do so and add the cost to the Shareholder's bill for the next month.
6. All requests for repairs and exterminator services should be placed in the Management box in the Lobby.
7. The use of building staff during their working hours for other than corporate business or repairs is prohibited.
8. All broken window, terrace door, and terrace glass must be replaced at the Shareholder's expense, with glass that meets the specifications of the 2007 windows. Replacements must be approved by management.
9. Original tile flooring may not be removed. Installation of any new flooring must be made only on top of the original tile flooring.

K. Shareholders are required to purchase homeowner's/coop insurance.
See Appendix C, p.29.

L. No change in the physical layout or appearance of the building or any individual apartment shall be made by, for, or on behalf of, any Shareholder without the prior consent of the Board of Directors.

M. Air conditioners

1. Shareholders may only install air conditioners in the air conditioning sleeves as provided in each room of his/her apartment.
2. No window installations of air conditioners are allowed.
3. Installation, maintenance, and repair of air conditioners are the responsibility of the Shareholder.
4. If any air conditioner is unsightly as installed; annoys, disturbs or interferes with the use of the building's premises; damages or interferes with the building's electrical system, the Shareholder at his own expense, shall remedy the matter. If it cannot be remedied, the Shareholder will remove the air conditioner immediately upon notification by Management.

N. Apartment terraces

1. No "shareholder" may install screens or other enclosures on any terrace.
2. Terraces shall be kept clean and shall not be encumbered or cluttered with personal property.
3. Terraces may not be used as a bedroom, or storage space, for laundry lines or in any manner that will detract from the appearance of the building or cause inconvenience to other Shareholders.
4. Cooking and barbecuing, and the use of any open flame on terraces are forbidden by NYC Fire regulations.

O. Subletting of Apartments

Shareholders may not sublet, nor rent any part of, an apartment without the written consent of the Board of Directors and of HPD. Violation of this provision shall, at the option of the Corporation, result in the termination of the Occupancy Agreement and the forfeiture of all the Shareholder's rights.

III. GARAGE

A. General Garage Maintenance

1. Transmitters to open and close garage doors are available only to garage lessee and upon payment of a deposit to management. Such deposit shall be refunded upon surrender of the transmitter in good condition. Transmitter use also entails a monthly charge that is added to the lessee's monthly bill.
2. Any "shareholder" responsible for damage to garage doors must pay for the repair of the doors.
3. The garage areas shall not be used as play areas.
4. Cars shall not be washed in the garage area. The polishing of cars is restricted to the individual space rented by garage lessee.
5. The lessee of the space must remove excess oil, discharge, or other material. Non-compliance will result in a 10-day notice to vacate.
6. No repairs, other than of an emergency nature, are to be made on any cars in garage areas.

B. Garage Parking Policy

1. All holders of a temporary and permanent parking space must be resident Shareholders at Cadman Plaza North. Non-resident Shareholders may not have parking spaces.
 - a. Only one Shareholder per apartment, listed on the stock certificate and on the income affidavit, and who is a current resident of Cadman Plaza North, will be permitted to obtain and/or keep a parking space.
 - b. Alternate parking stickers will be provided to "shareholders" with more than one car.
 - c. If a Shareholder is in arrears, or in default of payment of any monthly fees due to Cadman Plaza North, for at least three consecutive months, the Shareholder's possession of a parking space may be terminated in accordance with the parking license agreement.

2. All holders of temporary and permanent parking spaces must have an up to date and valid
 - a. driver's license with current Cadman Plaza West address
 - b. registration
 - c. proof of insurance
3. All holders of permanent parking spaces must sign the Cadman Plaza North licensing agreement annually.
4. All holders of permanent parking spaces must display, in the car registered to their space, a current and valid Cadman Plaza North Parking Sticker.
5. Management retains the right to request evidence of compliance with the above policies (B, 1-4), upon written notification of garage lessee.
6. The garage assigned spaces list for sublet, temporary, and permanent spaces, will be updated annually, and maintained by Management. That list shall include:
 - a. the name and apartment number of the Shareholder to whom the space is assigned
 - b. the date of their assignment
 - c. the start and end date of the assignment (if a sublet)
7. Parking stickers will be provided for Cadman Plaza North staff and management employees. The stickers will allow those persons to park in the garage during working hours. Any other authorized personnel shall be permitted to park in the garage at the discretion of management.

8. Sublets

- a. Private sublets between Shareholders are prohibited. The garage waiting list is used to assign sublets. All parking assignments must be reviewed by the Priorities Committee and approved by the Board.
- b. Six months is the maximum time an assigned garage space can be sublet or left vacant in any given year.
- c. All holders of sublet parking spaces must sign the Cadman Plaza North licensing agreement
- d. All holders of sublet parking spaces must display, in the car registered to their space, a current and valid Cadman Plaza North Sublet Parking Sticker.

C. Garage Waiting List

1. All Shareholders on the garage waiting list will be listed by name, apartment, and date of request.
2. All Shareholders on the garage waiting list will be assigned a number based on the date of their request to be listed.
3. A copy of the garage waiting list will be posted in a public area.
4. The garage waiting list will be updated by February 1, June 1 and October 1, and will be maintained by Management.

D. Possession of a Parking Space

1. If a Shareholder becomes eligible for a parking space, and Management is unable to contact him/her, the Shareholder shall be granted that space if the Shareholder has on file with Management:
 - a. written permission to accept the next available space
AND
 - b. written acceptance for payment of monthly charges from the date of assignment.
 2. Once a Shareholder on the waiting list is offered a parking space, he/she must
 - a. immediately take possession of the space, that is must park a qualified car in the space,
or
 - b. request a 30-day extension, in writing
 3. If the Shareholder receives a 30-day extension, renewable up to two times, the space will be sublet to him/her by Cadman Plaza North, on a month-to-month basis, with the option to take possession at the end of the sublet.
 4. If a Shareholder is assigned a space, but does not take immediate possession of that space by parking a qualified car in the space, and has not been granted a 30-day extension, he/she has forfeited his/her number on the garage waiting list. The Shareholder may submit an application for a new number on the waiting list. The Shareholder's new number will be based on the new date of application.
 5. Shareholders may not switch assigned parking spaces, neither sublet, temporary or permanent spaces, without written permission of Management.
- E. Outside spaces - The two parking spaces outside the garage are considered temporary spaces. A Shareholder who receives one of those spaces will retain his/her priority on the garage waiting list until an indoor space is available.

IV. LOBBY

- A. "Shareholders" shall not disturb or distract any staff member working at the lobby door. It is at the discretion of the staff member to determine if he/she is being disturbed or distracted. If such a determination is made, the staff member may ask the "shareholder" to leave the lobby area at once.
- B. "Shareholders" must remove skates and roller blades prior to entering the lobby. They must dismount skateboards, toy vehicles, bicycles or any item with wheels.
- C. Neither skates, nor skateboards, nor toy vehicles, nor bicycles, nor any such moving apparatus, may be used in the lobby.
- D. Appropriate decorum must be maintained in the lobby at all times. Any disruptive "shareholder", may be asked to leave the lobby.
- E. Eating, drinking, and smoking are not permitted in the lobby.
- F. Shareholders are not permitted within the doorman's station.

V. USE OF COMPACTOR ROOMS

- A. The compactor room chute should be used only between the hours of 7AM and 10PM. In consideration of the residents of adjoining apartments, close the door of the compactor chute quietly when you deposit your garbage.
- B. To conserve energy, turn off the light in the room as you leave.
- C. The posted recycling rules in the compactor room must be followed. Aerosol cans, plastic and glass bottles must be placed in the blue bin in the compactor room; plastic bags, and light bulbs are not recycled; batteries, should be placed on the shelf over the bins.
- D. Large items, such as, but not limited to, furniture, appliances, computers, flooring, floor coverings, and bedding, must be brought to the basement of the building and left in the corridor between the staff lounge and the boiler room, between 7 a.m. and 4 p.m., daily.

VI. LAUNDRY ROOM

- A. Each "shareholder" shall use the washing machines and dryers provided in the basement laundry room only on such days and hours and upon such conditions and directions as the Corporation shall designate.
- B. The Shareholder shall pay any reasonable charges that may be established by the Corporation in connection with the use of the laundry room facilities.
- C. Clothes must be removed promptly after the completion of the washing and drying cycles. Empty soapboxes, bottles and other litter shall be deposited in the trashcan installed for that purpose in the laundry room. The "shareholders" and their household help are to leave all machines and washtubs clean after use.
- D. Use of laundry room is solely for "shareholders".
- E. Carts may not be removed from the laundry room.
- F. For health reasons, soiled clothing should not be placed in laundry carts.

VII STORAGE FACILITIES

- A. The Shareholder shall pay any reasonable charges that may be established by the Corporation in connection with the use of any storeroom. Access to such facilities shall be limited to such reasonable hours, as the Corporation shall determine.
- B. The Corporation will not be held responsible for the loss or damage of any property, notwithstanding such loss or damage that may occur through the carelessness or negligence of the employees of the building.
- C. Storage Cages and Cabinets
 - 1. Storage must be either in wire storage cages rented from the Corporation or in Shareholder's file cabinets, or metal cabinets for which a space rental fee is charged. Nothing may be stored outside of these containers.
 - 2. Effective March 2004, Shareholders renting two or more wire cages may not rent additional cages. Shareholders shall henceforth be limited to a maximum of two cages.
 - 3. Effective March 2004, Shareholders may not place any additional free-standing metal or file cabinets in any storage room facility.
 - 4. By order of the NYC Fire Department, the storage of all wooden or upholstered furniture, bedding, carpets, flammable materials, and loose papers is prohibited.
 - 5. Each Shareholder storing items is to do so under lock and key. The Corporation shall not be responsible for damage, vandalism, or the disappearance of items stored in storage areas.
 - 6. All storage is at the Shareholder's own risk.

VIII. 2nd FLOOR TERRACE AND NORTH PLAY AREA

As of November 2004, the 2nd floor terrace and north play area have been closed.

Rules for appropriate use of the 2nd floor terrace and north play area shall apply once Shareholders are notified in writing that the area(s) are safe for use.

IX. DOGS

- A. The keeping of any pets or animals on the premises of the Corporation shall be subject to the rules and regulations of the Corporation.
- B. No dogs other than those commonly designated as service dogs are allowed on the premises.
- C. However, the Corporation will, in addition to the common designation, consider a dog owned by a Shareholder, or other legal resident, who in writing, claims a terminal condition, to be a service dog and thus allowable on the premises. Medical documentation that such a terminal condition exists must be provided to the Corporation.
- D. A service dog may not remain on the premises longer than 90 days after the death or departure of the person for whom the dog's services were required.
- E. No one may bring dogs, other than service dogs, onto the premises.

X. GUESTS

- A. Management must be notified in writing, at least 24 hours in advance, of all guests who are expected to reside in a Shareholder's apartment for more than three days. Overnight guests need not be registered.
- B. If the Shareholder will not be home to receive a guest, it is the responsibility of the Shareholder to notify the doorman of the guest's name, in writing, at least 24 hours in advance, or the guest cannot have free access to the building.

XI – DELIVERIES

- A. Deliveries made by USPS, UPS, DHL, or FedEx may come into the building through the lobby door, and may be brought to the door of the Shareholder's apartment.
1. In the "shareholder's" absence, the doorman may sign for such packages and hold them in the lobby or in a locked cabinet, at the discretion of the doorman, until the "shareholder" may receive his/her delivery.
 2. It is implicit in the agreement between the "shareholder" and the person at the doorman's station who signs for any package, as described in the above No. 1, that the "shareholder" accepts responsibility for the package. The person at the door, using all due diligence, will not be held responsible for any such delivery.
- B. Large items, such as, but not limited to, furniture, appliances, flooring, floor coverings, and bedding, may be delivered Monday to Friday between 9:00 a.m. and 4:00 p.m.
1. A Shareholder must obtain a signed delivery permit from Management at least three business days prior to a large item delivery.
 2. Any damage to building premises, or elevator, will be billed to the Shareholder.
 3. All large item deliveries must be made through basement entrance on Cadman Plaza West.
 4. Only one elevator may be reserved for deliveries.
 5. Requests for exemptions must be made, in writing, at least three business days prior to delivery date
- C. Small medical apparatuses, pharmaceuticals and drugs, grocery, flowers, and meal deliveries are exempt.

XII. POLICIES FOR MOVING – IN/OUT

A. Internal Lists

1. Shareholders must meet HPD requirements for family composition at the time they are placed on the list.
2. Internal lists are maintained by Management, are posted in the mailroom, and are available at the doorman's station.
3. Internal lists will be updated February 1st, June 1st, and October 1st of each year.
4. When an apartment becomes available, Management will notify, in writing, all Shareholders on the appropriate internal list. Absent Shareholders have the responsibility to leave written contact information with Management.
5. Management and the Board of Directors shall review the monthly payment history for all Shareholders seeking an internal move. Shareholders must have been current in their maintenance payments for the prior twelve months to be eligible for an internal move.

B. Shareholders who are vacating an apartment must notify Management, in writing, no later than 90 days prior to date of move, pursuant to HPD regulations.

C. Moving Permit (see also, Appendix B)

1. At least five business days prior to any move, the Shareholder or his/her legal representative, must obtain a signed moving permit from Management.
2. Only one moving permit will be issued for any given day.
3. During a move the Shareholder or his/her legal representative, must have a signed moving permit in his/her possession at all times.

D. Moving Protection Deposit

1. All persons moving in or out of an apartment must leave a deposit of \$300.00 with Management, to cover possible damages incurred during the move.
2. When the move is completed a staff member will inspect for damages. If no damages are found deposit will be refunded. In the event of damage, amount will be deducted from the deposit.
3. It is the responsibility of the Shareholder to contact Management to ask for the refund of the deposit.

E. Time of the Move

1. Moves are permitted Monday through Friday between 9:00 am and 4:00 pm.
2. Absolutely no moves are permitted on evenings, week-ends, or holidays.
3. Only one elevator may be designated for a move on the approved date.

F. Condition of Vacated Apartment

1. Shareholder who is vacating an apartment is responsible for leaving:
 - a. the apartment broom clean and free of refuse
 - b. the bathroom clean
 - c. the stove and refrigerator clean
 - d. the windows clean
 - e. the entry door and sill clean

2. Shareholder must notify management that the apartment has been vacated.
3. Management, and at least one member of the Board of Directors, will make an initial inspection of the vacated apartment.
 - a. Inspection must be made before any restoration or repairs are done.
 - b. Notice of any repairs necessary will be sent to the outgoing Shareholder, with a copy of the notice placed on file with Management. The outgoing Shareholder must pay for all repairs.
 - c. Necessary repairs must be completed before move-in date of the new Shareholder.
 - d. Management, and at least one member of the Board of Directors, will make final inspection before the new Shareholder moves in.
4. Changes to the apartment
 - a. No change is acceptable in the physical layout or configuration of the apartment without prior written approval of the Board and HPD if required.
 - b. Any unapproved changes must be restored at the expense of the outgoing Shareholder.
 - c. Certain changes are considered to be improvements and may be left, such as:
 - 1) vanities in the bathroom, if in good condition
 - 2) new tile or wood floors
 - 3) installed, and functioning, dishwashers

G. Responsibilities of the Vacating Shareholder – Physical

1. The vacating shareholder must remove all carpeting and tacks, all wallpaper or contact paper, cork, paneling, or mirrored walls.
2. All walls must be in good repair and primed.
3. Broken glass panes and terrace glass partitions, must be replaced at the expense of the vacating Shareholder. Glass must meet the specifications of the 2007 windows and be approved by Management.
4. It is the responsibility of the vacating Shareholder to replace:
 - a. Light and plumbing fixtures with original or its equivalent
 - b. Switch plates with original or equivalent
 - c. Closet hardware with original or equivalent
 - d. Interior covers on air conditioner sleeves if air-conditioner must be removed
5. Kitchen countertops in poor condition will be replaced at the Shareholder's expense.
6. The vacating Shareholder must leave in the apartment a clean, working stove and a clean, working refrigerator
7. See above: p.16 F. 1, and p.17 F. 4

H. Responsibilities of the Vacating Shareholder – Fiscal

1. The Shareholder shall be responsible for carrying charges (maintenance and assessments) and sub-metered electrical charges for up to 90 days after surrendering possession of the apartment or until the new Shareholder signs the occupancy agreement, whichever occurs earlier.
2. All Shareholders whose names appear on the stock certificate must sign the back of the certificate, date the certificate, and deposit it with the corporation for transfer to the corporation.
3. All Shareholders must meet all obligations and pay all amounts due in full.

I. Responsibilities of the Incoming Shareholder – Physical

1. Incoming Shareholder shall be responsible for the painting of the apartment.
2. Incoming Shareholder must bring all moving supplies (cartons, bubble wrap, wardrobes) to the basement corridor. They must not be left in the compactor room.

J. Responsibilities of Incoming Shareholder - Fiscal

1. The incoming Shareholder is responsible for payment of monthly charges immediately upon signing Occupancy Agreement.
2. Shareholders are required to buy homeowner's/coop insurance. See Appendix C, p.29

XIII. PAYMENT OF MAINTENANCE CHARGES AND OTHER BILLINGS

- A. Monthly maintenance and other charges are due on the first day of each month and are payable only by check or money order.
- B. After the tenth day of the month, if payment has not been received, a late fee, as determined by the Board of Directors, shall be imposed.
- C. If the Shareholder fails to pay the monthly charges plus the late fee, by the fifth day of the following month, summary proceedings will commence and an additional charge for legal fees will be assessed.
- D. All Shareholders must submit annual income verification information as required by HPD.

XIV. DEFAULT

- A. If the Shareholder shall fail to fulfill any of these, or future, R&Rs, other than the rules for the payment of monthly and other charges (see XIII ; A, B, C), or if the Corporation deems any conduct on the part of the Shareholder, or his family, objectionable or improper, the Shareholder will be given ten days notice of the Corporation's intent to end the term of the Occupancy Agreement.
- B. After such a ten day notice is served, and has expired, if the Shareholder has still not complied with the conditions of these R&Rs, the term of the Occupancy Agreement shall expire and the Shareholder must leave the premises and surrender the apartment to the Corporation.
- C. Any Shareholder who receives written notification of a violation, or breach of the corporation by-laws, occupancy agreement, and/or rules and regulations, and remains non-compliant, shall pay any cost or expense incurred by the Corporation as a result of such Shareholder violation or breach. This shall include attorney's fees. The Shareholder is liable for any and all such charges.

XV. COMMUNITY ROOM (Starfield Room)

- A. Only a Shareholder may rent the Community Room. Contact the Board member in charge.
- B. The Shareholder may not sublet to a non-resident.
- C. Any admission charge requires prior approval of the Board.
- D. The renting Shareholder will receive a rental agreement, rental regulations, checklist, and a fee schedule from the Board member in charge.
- E. The signed rental agreement, the room fee, and the security deposit must be given to the Board member in charge, at least one week prior to the rental date.
- F. All procedures and regulations must be obeyed or the security deposit will be forfeited.
- G. See Appendix A for detailed procedures and regulations.

XVI. MISCELLANEOUS RULES AND REGULATIONS

- A. Soliciting of any nature is prohibited on the premises. This prohibition includes the selling of goods, or raffles, for profit or for charity.
- B. Posting of Notices
 - 1. No signs, advertisements, notices, or printed matter may be of a pornographic nature or may be directed against any group or individual.
 - 2. Lobby easel and locked bulletin boards are for the exclusive use of the Board of Directors.
- C. The Corporation reserves the right to amend and to make such other rules and regulations as may be deemed necessary for the safety, care, and cleanliness of the building and its grounds, and for securing the comfort and convenience of all shareholders. Such additional rules and regulations shall become binding upon notification of the Shareholders.
- D. A "shareholder" shall not make any disturbing noises in the building nor interfere with the rights, comforts, or conveniences of other "shareholders". A "shareholder" shall not play any musical instrument, radio, CD player, computer, television, or similar apparatus, if the same shall disturb or annoy the occupants of the building.
- E. The Corporation will not be responsible for any article left with any employee.
- F. The Shareholder shall pay any reasonable charges that may be established by the Corporation in connection with the use of any community facility or any personal service performed by the Corporation on behalf of the Shareholder.

Appendix A

CADMAN PLAZA NORTH COMMUNITY ROOM (THE STARFIELD ROOM): **Rental Regulations, Procedures, and Checklist as of May 2005**

Before the event:

- ____1. Only a cooperator of Cadman Plaza North may rent the Community Room; the cooperator may not sublet to non-cooperators. Charging admission for any function is prohibited except under special circumstances and with prior approval of the Board.
- ____2. The key to the room will be at the Doorman's station in an envelope with the renter's name on it the day before the event.
- ____3. The room fee and security deposit are due one week before the event. Arrange with the Board member for method of transmittal. (Please refer to fee schedule on page 3.)
- ____4. Decorating: Use only masking tape on the walls and doors. Do not use scotch tape, nails, tacks, or staples. Do not attach anything to the ceiling. You may use the small hooks at the top of each pillar.
- ____5. Leave the names of all outside guests attending the event with the Doorman.

During the event:

- ____6. Notify the maintenance staff and/or Doorman immediately of any emergency.
- ____7. There must be at least two adult chaperones present at all times during an event for those less than 18 years of age.
- ____8. An adult must supervise the operation of any appliance.
- ____9. Amplifier equipment or D.J. is prohibited. Music must be reduced by 11 PM and the event must end no later than 12 Midnight; otherwise, forfeiture of the deposit and denial of future rental will result.
- ____10. Serving alcoholic beverages to persons less than 21 years of age is prohibited.
- ____11. Use of the terrace is prohibited. Please keep the door to the terrace closed during the event. It is to be used as an emergency exit only.

CADMAN PLAZA NORTH COMMUNITY ROOM (THE STARFIELD ROOM):
Rental Regulations, Procedures, and Checklist as of May 2005
(Continued)

____12. Loitering or playing in building corridors and stairwells is prohibited. In this regard, please take extra care to monitor children at all times.

____13. Personnel of Cadman Plaza North have the right to close the Community Room upon receiving and investigating complaints of excessive noise or disturbances.

____14. Cadman Plaza North is not responsible for any injuries caused by renter neglect or for any personal property left in the Community Room.

After the event:

____15. CLEANING UP

- Clear the kitchen floor and the Community Room floor of any rubbish, garbage, paper, and spillage. (A broom will be provided.) Mop up liquid spillage immediately to prevent sticking. Put refuse in provided trash garbage bags. Put glass bottles into cartons, not bags. Place all garbage bags and cartons in foyer near entrance to room.

- Leave stove, refrigerator, microwave oven, and kitchen counters clean and empty.

- Remove all decorations.

- Fold up all chairs and tables used and replace them on racks. The table rack belongs in the right corner next to the window; the chair rack belongs against the right wall as you enter the room.

____16. Bolt the terrace door, close all windows, turn off all lights, and slam the entrance door as you leave. Check to see that it has locked behind you.

____17. The renter is responsible for any damages to the room, appliances and/or equipment.

____18. After you have locked up, return the room key in the envelope to the Doorman.

____19. A Board member will inspect the room for any damages or failure to clean up as specified. If there are no problems, your security check will be returned to you. If there are problems, the Board member will contact you to discuss their resolution.

CADMAN PLAZA NORTH COMMUNITY ROOM
THE STARFIELD ROOM

ROOM RENTAL RATES – EFFECTIVE APRIL 2007
(There is no additional charge for the use of room furniture and appliances)

Adult Events

Room rental.....\$100.00
Security deposit.....\$100.00

(Two separate checks payable to CADMAN COMMUNITY ROOM FUND)

Children's events

Room rental.....\$50.00
Security deposit.....\$50.00

(Two separate checks payable to CADMAN COMMUNITY ROOM FUND)

RENTAL OF EQUIPMENT ONLY

Large table.....\$10.00
Card table.....\$ 5.00
Round table.....\$ 5.00
Chairs.....\$ 1.00 per chair

(Check payable to CADMAN COMMUNITY ROOM FUND)

For reservations or questions, please contact Community Affairs Chairperson

Community Room Rental Agreement – EQUIPMENT ONLY

Cooperator _____ Apt. No. _____ Tel. No. _____

Date of
Function _____ From _____ to _____

Enter the date by which the equipment checked below is
needed _____

Equipment needed: Check as many as apply, and enter approximate number.

_____ Large rectangular tables. How many? _____ (\$10 each)

_____ Round Tables. How many? _____ (\$5 each)

_____ Bridge (square) tables. How many? _____ (\$5 each)

_____ Chairs. How many? _____ (\$1 each)
Total: _____

Return this signed rental agreement along with a check for \$_____ payable
to CADMAN COMMUNITY ROOM FUND.

All rentals of equipment must be sponsored and supervised by a cooperator of
140 Cadman Plaza West.

The undersigned lessee is responsible for removal and return of rented
equipment promptly and in good condition, and understands that failure to do
so may result in denial of any future permission to rent either equipment or
the Community Room.

Cooperator Signature: _____ Date: _____

Please sign and return to Community Affairs Chairperson.
(You may leave the agreement and check in a sealed envelope with the
Doorman.)
Your cancelled check is your receipt.

For CPN files: Received \$_____ Signed: _____
Date: _____

(April 2007)

Community Room Rental Agreement

Cooperator _____ Apt. No. _____ Tel. No. _____

Date of
Function _____ From _____ to _____

Type of Function _____ Estimated No. Attending _____

Please circle: Refreshments will (or) will not be served.

Equipment needed: Check as many as apply, and enter approximate number.

_____ Tables. How many? _____ Chairs. How Many?

_____ Television/VCR Other
(specify) _____

Return this signed rental agreement along with TWO SEPARATE CHECKS,
payable to CADMAN COMMUNITY ROOM FUND, as follows:

1. Room fee for use of equipment and electricity: _____
2. Security deposit: _____

Any and all rentals of the Community Room must be sponsored and
supervised by a cooperator of 140 Cadman Plaza West.

The undersigned lessee hereby agrees to abide by all the rules and
regulations set forth on the attached pages, and understands that failure to
do so may result in loss of some or all of security deposit.

Cooperator Signature: _____
Date: _____

Please sign and return to Community Affairs Chairperson.
(You may leave the agreement and checks in a sealed envelope with the
Doorman.)
Your cancelled check is your receipt.

For CPN files: Received \$ _____ Signed:
_____ Date: _____

(Rev. April 2007)

Appendix B

Cadman Plaza North Moving Permit

Name _____ Apt. # _____ Date _____

Date of Move _____ Time of Move _____

Moving in ☐ Moving out ☐ Internal Transfer ☐ to Apt. _____

Move date and time approved by _____

Deposit of \$300 (no cash) received by _____

Move completed by _____
time

Inspected by _____

Damages noted:

Return of Deposit in the amount of \$ _____ received by _____

Appendix C

Homeowner's Insurance

Shareholder shall obtain and maintain at Shareholder's sole cost and expense, throughout the term of the Shareholder's tenancy, a comprehensive homeowner's type personal liability insurance (for cooperative apartments) against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Shareholder's apartment or any part thereof, or any parking space or storage bin(s) specifically licensed to the Shareholder or any part thereof.

Such insurance policy shall name the Corporation (Cadman Plaza North, Inc.) as an additional interested party, and shall include liability coverage in an amount not less than \$300,000.00, and contents coverage in an amount not less than \$25,000.00, which minimum amounts may be raised or lowered as determined by the Board of Directors from time to time in its sole discretion, by board resolution.

The insurance required above shall be written in form reasonably satisfactory to Management, by good and solvent insurance companies of recognized standing, licensed to do business in the State of New York.

Upon request from Management, the Shareholder shall deliver to Management, a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to Management.

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**DEPARTMENT OF HOUSING PRESERVATION
AND DEVELOPMENT**

SHAUN DONOVAN, Commissioner
JOHN WARREN, First Deputy Commissioner

Office of First Deputy Commissioner
DIVISION OF HOUSING SUPERVISION
100 GOLD STREET, NEW YORK, N.Y. 10038

JULIE C. WALPERT, Assistant Commissioner

May 4, 2007

Vincent Sandella, President
Cadman Plaza North
140 Cadman Plaza West, Apt 11J
Brooklyn, NY 11201

Re: Cadman Plaza North

Dear Mr. Sandella:

HPD has reviewed the Cadman Plaza North Rules and Regulations submitted by the board of directors on May 3, 2007 and approves same. Please ensure that all shareholders are provided with a copy of the new rules.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Sloman", written over a horizontal line.

Gary Sloman
Director of Operations

cc: June Felix

Cadman Plaza North Dog Policy

It is the current policy of the Board of Directors of Cadman Plaza North, Inc. (the “Corporation” or “CPN”) to allow dogs, weighing no more than 40 pounds, to live on the premises subject to the following conditions as set forth herein. All shareholders who have a dog or wish to have a dog must register it with management. An application for each dog registration must be completed and given to management along with a \$200 application fee for each dog the shareholder wishes to register. The following must be submitted along with the registration form: (1) two copies of the dog license; (2) two color photos of the dog, one-full face and one side view; and (3) proof of insurance. Information required on the registration form includes the dog’s name, current weight, estimated adult weight, and description. The registration must be renewed and updated every year, with updated documentation (copies of dog license, photos and proof of continued insurance) and given to management along with an administrative fee of \$100. After the completion of registration the owner will receive a CPN Dog Registration Tag and number, which is nontransferable, to be worn by the dog.

Indemnity

All shareholders must obtain and maintain at their sole cost and expense a personal homeowner’s insurance policy for their apartment evidencing liability coverage for any harmful acts that their dog may commit including without limitation any and all claims resulting from injuries incurred as a result of the dog. The minimum liability coverage must be no less than \$500,000.00. The maximum coverage amount may be as high as you wish. The policy must name Cadman Plaza North, Inc. and management as interested parties. Upon first registration and yearly thereafter, registered dog owners must deliver to management proof of their existing policy together with a letter from their insurer or insurance broker confirming that the policy provides coverage for any harmful acts committed by their dog and their dog’s particular breed.



**Department of
Housing Preservation
& Development**

nyc.gov/hpd

Office of Asset & Property
Management
Division of Housing
Supervision
100 Gold Street
New York, N.Y. 10038

MARIA TORRES-SPRINGER
Commissioner

A. A. HENDRICKSON
Deputy Commissioner

JULIE WALPERT
Assistant Commissioner

Fran Lawless
Kagan Lubic Lepper Gold & Colbert LLP
200 Madison Avenue, 24th Floor
New York, New York 10016

July 5, 2018

Re: Cadman Plaza North
Dog Policy

Dear Ms. Lawless:

I am writing in response to your request for approval to amend the dog policy at Cadman Plaza North, a Mitchell-Lama cooperative development.

HPD has reviewed and approves the amendment to the dog policy effective September 1, 2018. Shareholders should be given 30 days notice prior to the effective date.

If you have any questions, please call me at 212 863-6501.

Sincerely,

Gary Sloman
Director of Operations

cc: Julie C. Walpert
June Felix
Siri Raghonath
Henry Dubro
Ted Valand
Jessica Moe



CERTIFICATE AS TO CORPORATE RESOLUTIONS
OF THE BOARD OF DIRECTORS
OF
CADMAN PLAZA NORTH, INC.

The undersigned, as the duly elected Secretary of Cadman Plaza North, Inc., a New York corporation duly organized and validly existing under the laws of the State of New York, does hereby certify that the following resolution was duly adopted by the Board of Directors of the Corporation at a meeting thereof duly called and held on June 6, 2018, at which there was a quorum present and acting throughout; that said resolutions have not been amended, modified or rescinded, and that they are in full force and effect:

"BE IT RESOLVED that the Corporation hereby adopts the attached Cadman Plaza North Dog Policy, subject to any changes, modifications, and/or revisions required by HPD, which shall be effective on first day of the month following HPD approval."

"BE IT FURTHER RESOLVED that notwithstanding anything to the contrary in the Corporation's House Rules & Regulations, the administrative fees imposed pursuant to this resolution shall not constitute additional rent, but rather shall be enforced through an administrative hearing held before HPD.

"BE IT FURTHER RESOLVED that this policy is subject to any applicable law of New York State or New York City and may be superseded by same.


"RESOLVED, that the Secretary or any Assistant Secretary of this Corporation be, and each is, authorized and directed to certify, attest to and deliver copies of these resolutions to any interested party."

I, Eva Baide, Secretary of Cadman Plaza North, Inc., further certify that the foregoing is a true copy of Resolution as it appears in the records of the Corporation and as was duly and legally adopted at a meeting of the Board of Directors of the corporation pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof; that it has not been modified, amended, or rescinded, and is in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have set my hand and seal this 6th day of June, 2018.


Eva Baide, Secretary

*Sworn to before me this
10th day of June, 2018*


KRISTINA GIACINTO
Notary Public, State of New York
No. 01GI6030233
Qualified in Kings County
Commission Expires September 7, 2021

Allowed Dogs

Only one dog per apartment is allowed in the building. If the shareholder has more than one dog at the start of this Policy then when one of his/her dogs dies it may not be replaced. Only the shareholder's "last dog" may be replaced. Service or comfort animals may be subject to modified requirements upon presentation of appropriate documentation. Dogs that are not registered are prohibited from CPN. "Visiting" dogs are not allowed in the building or on CPN premises at any time.

Rules for proper conduct of dogs

A shareholder is fully responsible for the conduct of his or her dog. Shareholders are responsible for the cost of any cleaning or repairs caused by their dog.

Behavior

Dogs which use public areas must be obedient and fully controlled so that residents and their guests or employees are not made afraid or become intimidated in any way. Aggressive or bothersome behavior, such as persistent barking, lunging, jumping, leaning or biting, is considered nuisance behavior and dog owners must take steps to address and eliminate any such behavior. In no event shall dogs be permitted on elevators or in any public portions of the building unless in a pet container, carried by the owner, or on a leash of no more than 6 feet long controlled by the owner. Dogs may not be a nuisance to residents or others in the building. Any dog shall be deemed a nuisance if it causes other residents, their staff or guests to become fearful, causes damage to the property of the Corporation or its residents, makes disturbing noises, gives off a foul odor, sheds hair and/or fur in public areas of the building, or otherwise disturbs residents, employees or guests of the residents. Nuisance behaviors also include being fed in the public areas of the building, urinating or defecating in the public areas of the building, or on the Corporation's sidewalks.

Public Space

Public spaces and/or areas include the Corporation's sidewalks, the entire second floor and its terrace, all parts of the basement including the laundry room, garage and walkways leading out of the building, all elevators, all stairways and hallways, all storage rooms, and all parts of the lobby. Dogs in public areas must be accompanied at all times and be in the presence and control of the owner of the dog or owner's designee. Dogs are not allowed on any furniture in any public area of the building.

Sanitation

Dog owners are responsible for cleaning up after their dogs and keeping their apartments, terraces (if any), and all public areas, including sidewalks and tree wells, free of dog fur, dog hair, dog feces and dog urine. Dog owners must comply with the NYC Health Code with respect to walking and curbing their dogs, and disposal of any waste. Dogs are not permitted to be unattended on apartment terraces, nor may dogs be allowed to relieve themselves on apartment terraces or any other public or common areas of the building or CPN premises at any time

Elevator Behavior

Shareholders who have dogs must be courteous to and understanding of building residents, staff and/or visitors who do not wish to be near dogs. In the event a resident, staff member or visitor is already in an elevator and does not wish to occupy the elevator with an incoming dog, the dog's owner or person responsible for the dog must wait for another elevator. If the dog and its owner or person responsible for the dog are already in the elevator and the incoming person does not wish to occupy in which a dog is already traveling, the affected incoming person must wait for another elevator. Dogs that clash must be kept away from one another and not allowed to travel in the same elevator. The principle is that the dog in the elevator has the "right of way" and the incoming animal must not be allowed on the elevator but must instead wait for another elevator. Dogs which exhibit aggressive behavior toward persons or

other animals must be muzzled when on the premises, except when they are in the apartment of their owner.

Dog Walkers and Dog Behavior

Any shareholder who employs a dog walker is responsible for the actions of that person and the actions of their dog when under the supervision of the dog walker. Nonresident dogs (i.e. dogs that are not registered and/or that do not belong to CPN residents) are not allowed in the building under any circumstances and dog walkers are prohibited from bringing nonresident dogs onto CPN premises or into the building and must first secure any other dogs off building property when entering the building to “pick up” a dog to be walked. A dog walker may enter the building only to pick up a dog that has been properly registered with CPN and whose owner is fully insured as set forth herein, and who has provided the name of their dog walker to management in advance.

Use of Building Staff and Dogs

Building staff may not be used for dog services in this building or its adjacent spaces, whether paid by the dog owner or not.

Results of violations of these provisions

Any behavior involving a dog which creates a nuisance or results in an injury, including specifically, any bites, to any person or animal on CPN premises or grounds may result in the Board requiring the offending animal to be removed from the building. The Corporation reserves all rights to proceed with legal action in response to any violation of the Corporation’s rules, including the Dog Policy set forth herein. Further, shareholders/tenants who violate CPN’s dog policy (or whose guests, family, employees or household occupants violate the dog policy), are subject to the administrative fees set forth below as well as to reimburse the Corporation for any out of pocket costs incurred by the Corporation, including, without limitation, cost of repair(s), as a result of the house rule violation. The shareholder will be notified in writing of the date, approximate time and location of the violation, and

the name of the person who reported or confirmed the violation. Shareholders may challenge the reported violation and imposed fee by delivering to the Managing Agent's onsite office a letter to the Board of Directors, setting forth the reasons that they believe they are not in violation of the policy (within 14 days of the date of the violation notification letter). The Board will review the challenge and respond in writing.

- First infraction - management shall issue a violation notification and warn the dog's owner that a 2nd infraction shall incur a \$50 administrative fee;
- Second infraction – management shall issue a violation notification and impose a \$50 administrative fee;
- Third infraction – management shall issue a violation notification and impose a \$75 administrative fee;
- Fourth infraction – management shall issue a violation notification and impose a \$85 administrative fee;
- Succeeding infractions – management shall issue a violation notification and impose a \$100 administrative fee.

This policy is subject to any applicable law of New York State, New York City or Title 28 of the N.Y.C. Rules & Regulations Governing City-Aided Limited Profit Housing Companies (the "Mitchell-Lama Rules") and may be superseded by same.

CADMAN PLAZA NORTH, INC.
140 Cadman Plaza West
Brooklyn, NY 11201
718-847-0189

DOG REGISTRATION FORM

Registration Date: _____

Shareholder Name, address, phone: _____

DOG INFORMATION

Name, Age of dog: _____

Veterinarian name, address, phone: _____

Vet's description of dog (name, breed, current weight, adult weight):

Dog immunization record (type, date given):

Vet's signature and license number _____

I have received the relevant sections of the New York City health code pertaining to dogs.

Signature and Date

FOR INTERNAL USE ONLY

Shareholder + dog names: _____ / _____

Vet's signature and license confirmed? _____

Photos of dog received: _____ Copy of License received: _____

NYC Dog Tag #: _____

CPN Dog Registration Tag #: _____

INSURANCE POLICY INFORMATION

Policy Number: _____ Coverage Amount: _____

Company: _____

Insurance policy recorded for year: _____

Insurance policy recorded for year: _____

Insurance policy recorded for year: _____

Insurance policy recorded for year: _____

Insurance policy recorded for year: _____

Insurance policy recorded for year: _____

Insurance policy recorded for year: _____

Insurance policy recorded for year: _____

Insurance policy recorded for year: _____

REGISTRATION INFORMATION

Date initial registration fee paid: _____

Date yearly reg. fee paid: _____ Form of payment: _____ CPN Tag #: _____

Date yearly reg. fee paid: _____ Form of payment: _____ CPN Tag #: _____

Date yearly reg. fee paid: _____ Form of payment: _____ CPN Tag #: _____

Date yearly reg. fee paid: _____ Form of payment: _____ CPN Tag #: _____

Date yearly reg. fee paid: _____ Form of payment: _____ CPN Tag #: _____

§161.03 Control of dogs and other animals to prevent nuisance.

- (a) A person who owns, possesses or controls a dog, cat or other animal shall not permit the animal to commit a nuisance on a sidewalk of any public place, on a floor, wall, stairway or roof of any public or private premises used in common by the public, or on a fence, wall or stairway of a building abutting on a public place.
- (b) Notices of violation for failure to comply with this section may be issued by any authorized employee, officer or agent of the Department, or of the Departments of Sanitation and Parks and Recreation, or successor agencies.

§161.04 Dog licenses.

- (a) *License required.* A dog license obtained in accordance with Chapter 115 of the New York State laws of 1894, as amended, shall be issued by the Department to every person who owns, possesses, keeps, harbors, adopts, purchases, or cares for a dog in New York City for each dog owned, possessed or controlled by such person, except that an animal shelter shall not be required to obtain a license for any dog kept by such shelter and an animal rescue group shall not be required to obtain a license for any dog harbored by such group for less than six months.
- (b) *License tag required in public.* Every person who owns, possesses or controls a dog shall not permit it to be in any public place, or in any open or unfenced area abutting on a public place, unless the dog has a collar about its neck with a currently valid metal tag attached thereto bearing the number of the license obtained for such dog in accordance with Chapter 115 of the Laws of 1894 of the State of New York, as amended or subdivision (c) of this section.
- (c) *Animal rescue groups.* Animal rescue groups shall provide an animal shelter from which they obtain dogs or cats with proof acceptable to such shelter that the persons adopting dogs through their efforts have purchased licenses for such dogs.
- (d) *Service dogs.* Owners of licensed dogs may request an additional tag from the Department indicating that the dog is trained to perform a task to assist a person with a disability, without paying an additional fee for such tag. An application for such tag shall be accompanied by a written statement from a trainer whose education, experience and training are acceptable to the Department, stating that such dog has been specifically trained to perform a task or tasks for the person applying for the tag.
- (e) *Sales of licenses authorized.* Licenses may be sold by the Department in any manner that is not prohibited by law. The Department may authorize other persons to sell such licenses, upon such terms and conditions as it deems necessary to promote the sales of licenses. The Department may accept license applications and sell licenses electronically, and may impose a surcharge to cover the actual additional costs of selling licenses electronically, if any, including costs imposed by credit card issuers.
- (f) *Enforcement.* Notices of violation for failure to comply with this section may be issued by any authorized employee, officer or agent of the Department, the Department of Sanitation, the Department of Parks and Recreation, or successor agencies, or by special patrolmen or patrolwomen who have been delegated such duties by their employers.

§161.05 Dogs to be restrained.

- (a) Except as specified in subdivision (b) of this section, a person who owns, possesses or controls a dog shall not permit it to be in any public place or in any open or unfenced area abutting on a public place unless the dog is effectively restrained by a leash or other restraint not more than six feet long.

(b) (1) Dogs within areas and facilities under the jurisdiction and control of the Department of Parks and Recreation ("DOPR"), or successor agency, shall be restrained except as otherwise permitted in accordance with the rules of the DOPR. Such rules shall include provisions that prohibit unrestrained dogs in unenclosed DOPR controlled areas and facilities except during a specified range of time, that shall not begin earlier than 9:00 P.M. and not extend past 9:00 A.M. Such rules shall also specify that persons in control of dogs allowed to be off the leash in such areas and facilities maintain and provide, on demand, proof of current dog licensure and current rabies vaccination when dogs are allowed to be off the leash. In addition, DOPR shall make available to the public, in a manner acceptable to the Department, information concerning rabies vaccination and dog licensure requirements, and the specific locations where and times when dogs may be allowed off the leash in DOPR areas and facilities.

(2) Notwithstanding the provisions of paragraph (1) of this subdivision, the Department may, based on epidemiologic evidence indicating an increase in preventable off leash dog bites during off leash hours in areas open to off leash use, or a risk of zoonotic disease transmission, limit or eliminate the use of or access to specific areas or facilities, or parts thereof, under DOPR jurisdiction, by unrestrained dogs.

(c) Notices of violation for failure to comply with subdivision (a) of this section may be issued by any authorized employee, officer or agent of the Department, the Department of Sanitation, the Department of Parks and Recreation, or successor agencies, or by special patrolmen or patrolwomen who have been delegated such duties by their employers.

§161.06 Dogs and cats to be vaccinated and treated prior to change in ownership.

No person shall offer for sale, sell or give away any dog or cat unless such animal has been vaccinated against rabies in accordance with §11.29 of this Code, and treated for parasites or certified in writing by a duly licensed veterinarian to have been tested and found to be free of parasites.

§161.07 Dangerous dogs.

(a) *Policy and scope.* When the Department receives a report of a dangerous dog, the Department may, in any case where it deems it necessary, investigate the circumstances giving rise to the report and, if the Department determines that the dog is a dangerous dog, it may take any action authorized by applicable law, including this Code, that it deems necessary to protect the public health and safety.

(b) *Dogs brought into a shelter.* When a dangerous dog is brought into an animal shelter, or when a dog held in an animal shelter injures a person, the operator of the shelter shall, no later than the first business day after the dog is admitted to the shelter or after the dog in the shelter injures a person, report the injury to the Department. The shelter shall obtain from the person owning or presenting the dog, and the report shall, to the extent that the shelter operator has such information, include a description of the circumstances in which injury was caused by the dog; the names, addresses and other contact information for the injured person(s), the dog's owner, and any witnesses to the incident; the types of injuries inflicted by the dog; and any other information required by the Department. The shelter operator shall thereafter immediately provide the Department with any additional information received about the incident.

(c) *Rabies observation period.* Any dog that is brought to a shelter after causing an injury to a person or that is involved in any incident that creates a possible exposure to rabies shall be held by the shelter for ten days, over which time such dog shall be observed by a veterinarian to determine whether it has developed signs and symptoms of rabies.

(1) A dog held for rabies observation that is subsequently involved in any other incident potentially exposing any person or animal at the shelter to rabies shall, commencing on the date of the most recent incident, be held by the shelter for an additional ten days to be observed for signs and symptoms of rabies.

(2) If a licensed veterinarian determines that a dog has signs or symptoms consistent with rabies, the dog shall be humanely euthanized and its remains shall be tested for rabies.

(3) The Department may authorize release of a dog to its owner before the expiration of the ten days rabies observation period if the Department determines that the dog is not a dangerous dog, and the owner agrees to continue to observe the dog for signs and symptoms of rabies over the remainder of the observation period and to make daily reports of his or her observations to the Department in accordance with §11.27 (e) of this Code.

(d) *Determination of a dangerous dog.*

(1) *Evaluation of a dog in a shelter.* The Department shall make a preliminary determination as to whether any dog being held in a shelter after causing injury to a person is a dangerous dog. In making such determination, the Department shall consider the circumstances of the incident resulting in the dog's placement in the shelter, the nature and severity of the injuries reportedly inflicted by the dog, and the dog's prior history of biting and/or causing injury. When deemed necessary by the Department, an assessment by an animal behaviorist may also be considered.

(2) *If dog is determined to be dangerous.* If the Department determines that a dog being held at a shelter is dangerous, it shall notify the owner of the dog of such determination in writing, prior to expiration of the ten day rabies observation period. The notification shall include the Department's recommendations for the disposition of the dog, including any control measures authorized by subdivision (g) of this section that the Department deems necessary as conditions for the owner's continued possession of the dog.

(3) *If a dog is not determined to be dangerous.* If the Department determines that a dog being held at a shelter is not dangerous, it shall notify the shelter that the dog may be returned to its owner at the end of the rabies observation period, provided the dog has been vaccinated against rabies, licensed, and surgically sterilized in accordance with applicable law.

(4) *Other disposition.* A dog surrendered to a shelter by its owner for any reason shall be made available for adoption or humanely euthanized, in accordance with applicable law. However, a dog that is surrendered by its owner as a dangerous dog or a dog trained for dog fighting shall not be made available for adoption by any person unless the shelter operator has completed a behavioral evaluation of the dog showing that the dog is not a dangerous dog, provided the results of the evaluation to the Department, and the Department has approved the release of the dog for adoption.

(e) *Dogs that are not brought to a shelter.* If the Department receives a report that a dog not being held by a shelter to be observed for symptoms and signs of rabies is dangerous, the Department may order the dog's owner to make the dog available for examination by an animal behaviorist, or may order any other control measures authorized by subdivision (g) of this section for protection of public health and safety.

(1) *Place of examination.* The Department may arrange for the examination to be conducted at a shelter or other place where the Department determines the public will be adequately protected. If a dog is brought by its owner to a shelter for examination pursuant to this section, the dog shall not be deemed a homeless or abandoned dog, and the shelter shall not be required to surgically sterilize the dog prior to releasing it to its owner. However, such dog

shall not be released unless it is currently vaccinated against rabies in accordance with Health Code §11.29, and has been licensed in accordance with §161.04 of this Article.

(2) *Failure to present dog for examination.* If an owner fails to comply with an order of the Department to make his or her dog available for examination by an animal behaviorist, the owner's failure to comply with such order shall be evidence in any hearing commenced by the Department that the dog is dangerous and that its owner is perpetuating a nuisance in violation of §3.07 of this Code.

(f) *Hearings.*

(1) *Owner objections.* The Department shall notify the owner of a dog of its preliminary determination that the dog is dangerous and of any control measures authorized by subdivision (g) of this section that it deems necessary to protect public health and safety. If the owner does not agree with the Department's preliminary determination or that the proposed control measures are necessary, the Department shall serve the owner with a petition and notice of hearing to show cause at a hearing to be held at the City's Office of Administrative Trials and Hearings (OATH) why the dog should not be found to be a dangerous dog and why conditions should not be imposed on the dog and owner to protect the public's health and safety.

(2) *Scheduling hearings.*

(A) An OATH hearing shall be scheduled by the Department for a date and time that is no more than twenty days after the petition is mailed to the owner, and the petition and notice of hearing shall be mailed to owner no later than fifteen days after the dog's entry into the shelter, unless the owner of the dog and the Department agree to a later date. If the last dates for mailing and scheduling a hearing fall on a Saturday, Sunday or City holiday, the date of mailing the petition and scheduling the hearing shall be the next business day.

(B) Such time periods shall not apply when the owner's identity and address are not known when a dog is first admitted to a shelter. In such cases, when the Department subsequently learns the owner's identity and address, and if the time for reclaiming a dog from a shelter has not expired, the time period to schedule a hearing set forth in paragraph (2) above shall start to run on the date the Department learns the owner's identity and address.

(3) *Severe injuries.* A dog that has caused a severe injury to any person, or a dog that the Department determines, based on the circumstances that prompted the Department's investigation, was prevented from inflicting severe injury by the action of a third party or other circumstance, shall continue to be held in a shelter until and unless the Commissioner has received a report and recommendation of an OATH administrative law judge finding that the dog is not a dangerous dog.

(4) *Other injuries.* A dog that does not meet the criteria in paragraph (3) above, may remain with its owner or, if held in a shelter, shall be returned to its owner, at the completion of the rabies observation period, to remain with its owner pending an OATH hearing.

(5) *Abandonment.* If an owner of a dog that is preliminarily determined to be dangerous and that is being held at a shelter fails to appear at an OATH hearing and is found in default, or if the identity or address of a dog's owner is unknown, such dog shall be deemed abandoned and shall be disposed of in accordance with applicable law.

(g) *Control measures authorized.* The Commissioner may order any action deemed necessary to control a dangerous dog and prevent injuries to persons, including, but not limited to, ordering that a dangerous dog be:

(1) Surrendered for the purpose of humane euthanasia; (2)

Permanently removed from the City;

(3) Muzzled whenever it is in a public place or in any open or unfenced area abutting on a public place;

(4) Evaluated, at the owners' expense, by an animal behaviorist to determine whether the animal and any persons handling the animal may be trained in the safe management of the animal, and be trained when indicated;

(5) Spayed or neutered, if the owner does not maintain proof satisfactory to the Department that the animal was previously altered;

(6) Microchipped to enable identification of the dog if it inflicts further injury; or

(7) Confined in a place where there are sufficient barriers between the dog and passersby lawfully on public streets and areas abutting the owner's property.

(h) *Guard dogs.* Any dog owned, kept, engaged in or trained to attack persons that is not currently registered with the Department as a guard dog pursuant to §161.09(g) shall be deemed to be a dangerous dog and shall be surrendered to the Department, upon the request of the Department, by the person who owns, possesses or controls it, for the purpose of performing an examination and for such other disposition as the Department may order in accordance with this section.

(i) *Dogs kept for dog fighting.* Any dog owned, kept, engaged in or trained for dog fighting, or any dog owned, kept or trained to attack persons and not properly registered as a guard dog pursuant to §161.09 (g), shall be deemed to be a dangerous dog and shall be surrendered to the Department by the person who owns, possesses or controls it, for the purpose of performing an examination and for such other disposition as the Department may order in accordance with subdivision (g) of this section.

(j) *Dangerous dogs presumed to be a nuisance.* When the Department determines that a dog is dangerous in accordance with this section, it shall be presumed that the owner or other person who harbored the dog trained, caused or permitted the dog to be dangerous, so as to establish a prima facie maintenance of a nuisance in violation of §3.09 of this Code.

(k) *Impoundment.* A dog that is in a public area and that is menacing persons, or a dog that has caused a severe injury to a person, or a dangerous dog owned by a person who has violated an order of the Commissioner issued pursuant to this section, may be impounded by the Department or by a police or other peace officer, or killed by a police or other peace officer, if capture is dangerous.

(l) *Disclosure of medical information.* In addition to submitting the reports of animal bites required by Article 11 of this Code, upon receipt of a written request from the Department, a medical or other health care provider shall forward to the Department copies of medical records concerning diagnosis and treatment of bites or other injuries to persons that were inflicted by, or resulted from attacks by dogs or other animals.

(m) *Public information relating to dangerous dogs.*

(1) Copies of records and reports maintained by the Department concerning dangerous dogs may be made available in accordance with the Public Officers Law, provided that, if the persons injured who are the subjects of such records are not the persons requesting such reports, such reports shall be redacted of all identifying information about the subjects, complainants and person(s) injured or menaced.

(2) Information about injuries caused by dangerous dogs contained in medical and other records obtained by the Department may be disclosed in the course of OATH proceedings to owners of dogs, their attorneys, and to administrative law judges at OATH if such information is relevant to a determination as to whether a dog is

dangerous or has caused severe injury to a person. Such information shall not be further disclosed without authorization of the person to whom the records pertain except when disclosure may be necessary in further proceedings related to the OATH matter.