

EXECUTIVE HOUSE
APARTMENTS

OWNERS' MANUAL
AND
GUIDE TO
COOPERATIVE LIVING
2013

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Welcome to **EXECUTIVE HOUSE APARTMENTS**, our cooperative home. We are not an ordinary apartment house. We pay a monthly carrying charge not rent. Much time and skill is given for the common good by our elected Board of Directors and various committees. As a Cooperator you have a unique opportunity to contribute to the home we all share, through your input and involvement in The Board of Directors, various standing committees and through your participation in the running of The House. This manual was prepared under the auspices of Management and was revised and approved by the Board of Directors to help us in attaining the goal of cooperative living.

COOPERATIVE OWNERSHIP

Executive House Apartments is a housing corporation mutually owned by all of the shareholders. The building is operated by the tenant-cooperators on a limited profit basis through a Board of Directors, elected annually. It is incorporated under the laws of the State of New York, and is governed by the NYS Division of Homes and Community Renewal (DHCR).

ELIGIBILITY

The State of New York has established eligibility requirements and set income limitations for residents of cooperative middle-income housing projects. Generally, the annual income of adult wage earners with less than four dependents, plus a portion of the income of employed minors, cannot exceed seven times the annual carrying charges. For families with four or more dependents, the annual income is limited to eight times the annual carrying charges. Cooperators are required annually to furnish a statement of income on a form published by NYS DHCR and distributed by management (affidavit of income). When incomes increase above the maximum legal admission limit, a surcharge over normal carrying charges is assessed. A cooperator may be required to move three years after his/her income increases to more than 150 percent of the maximum admission limit, though occupancy may be continued with the consent of the Commissioner of the Division of Homes and Community Renewal. The imposition of a surcharge is mandatory.

EQUITY

Down payment or investments vary by apartment **and are based upon purchasing shares of the building. Equity varies unit by unit as sellers have the option to sell their shares for as low as a dollar a share.** By selling bonds, the State of New York provided a 90% mortgage of \$2,385,000 to Executive House under the terms of the Mitchell Lama Act. The 10% down payment was obtained from the sale of stock to the cooperators. The bonds sold by the State were sold at a rate of 3.78229%, and this is the interest rate on our mortgage.

MONTHLY CARRYING CHARGES

Monthly carrying charges are based on an estimated annual budget which is prepared by Management and approved by the Board of Directors. It is reviewed by the NYS Division of Homes and Community Renewal (DHCR). Included in the budget are the costs of maintenance, operations, interest on and amortization of the mortgage, real estate taxes and assessments, insurance, improvements, repairs and a provision for reserves. A reserve fund is required by the Division of Homes and Community Renewal (DHCR) as a protection against unforeseeable

expenditures which may arise. The total of the estimated annual expenditures is divided equitably among all of the cooperators and individual monthly carrying charges are set.

Carrying charges could increase or decline in a year if, for example, taxes, cost of labor and or materials increase or decline. When costs increase, each shareholder assumes part of the increase through a rise in the monthly carrying charges. Carrying charges are based on a three to five-year budget projection to minimize the frequency of such changes. All changes in the carrying charges are proposed by the Board of Directors and the Manager, and, after an open meeting of the cooperators, are approved by the NYS Division of Homes and Community Renewal (DHCR) before being implemented.

Carrying charges are payable on the first of the month. If charges are not paid by the sixth business day of the month, a friendly reminder for payment will be made. If no payment is received by the tenth business day, a late notice will go out. A five day notice will be sent on the 15th of the month. Current late charges are \$2.00 per day on the 6th business day of the month. Contact the site manager immediately if you know that your check is not going to clear. If a check is returned for insufficient funds, the carrying charges will be considered not paid until a valid check is received by the office. Currently, there is a \$5.00 fee for insufficient funds; this must be paid by cashier's check or money order.

Section 1 of the Cooperator's Agreement provides that even if the cooperator elects not to renew the Cooperators Agreement that "the cooperator shall... continue to be responsible to the Company for all rent and utility charges of the apartment until the same are assumed by a new Stockholder- Cooperator."

It is expected that cooperators will continue to pay the monthly carrying charges until their equity is sold, regardless of whether their apartment is occupied or vacant. Moreover, all cooperators should be aware that it is the policy of the Board of Directors of Executive House Apartments to pursue all legal means necessary to collect past due carrying charges. It is necessary for the financial well-being of the House, and to maintain fairness to all cooperators, that everyone stays current in paying their share of the carrying charges.

When a cooperator decides that they wish to sell their shares and leave Executive House Apartments, all shares are sold through the office, to provide for an orderly transition. In the event that you wish to leave, it is best to work closely with the Managing Agent and to cooperate in the showing of your apartment.

AFFIDAVITS OF INCOME

All cooperators are required to provide completed, notarized affidavits of income to Management by May first. The affidavits and directions are distributed in the beginning of March. Failure to submit your affidavit will result in a 50% surcharge on your carrying charges. Management is available to answer any questions you may have.

FINANCIAL BENEFITS OF COOPERATIVE LIVING

In a cooperative, the individual shareholder may be able to deduct from his/her income taxes that portion of the carrying charges which the corporation pays for real estate taxes and interest on the

mortgage. If you itemize your taxes, these figures are furnished to you each year in ample time to be included in your tax returns, upon the request of the cooperator.

THE BOARD OF DIRECTORS: FUNCTIONS AND RESPONSIBILITIES

Per New York State Rules and Regulations, the role of the Board of Directors is to address policy issues and major decisions for the House. The Board is responsible for the operation and direction of the corporate affairs, the upkeep and maintenance of the property and the development of a cooperative spirit and morale among the cooperators. The Board sets the policy for the cooperative and sees that this policy is implemented by the Manager. It is, therefore, responsible for the selection of a Manager. The Board also retains an accountant and legal counselor.

Management prepares an annual budget with the approval of the Board. All practices of the Board - hiring of personnel, preparing financial statements, purchasing, etc. - are reviewed and approved by the State Division of Homes and Community Renewal.

BOARD OF DIRECTORS: MEETINGS

Board meetings are open to all cooperators. The Board agenda is usually posted a few days prior to the Board meeting. The agenda states the time and date the meeting will be held. The board meetings are usually the 3rd Wednesday of each month, at 6:30 pm in the Edmond Room (excluding July and August). Board meetings provide a forum for all cooperators to address any concerns or questions to the board.

OPERATION OF A COOPERATIVE

The cooperative is governed by the shareholders through a Board of Directors elected on an annual basis by a vote of the shareholders. The election is conducted in accordance with the bylaws of the corporation. Members of the Board can be residents or nonresidents and are elected for three year terms. Each year the terms of approximately one-third of the Directors expires and an election is held March 1st to fill these vacancies.

Following each annual election, the members of the Board of Directors elect the officers of the corporation: President, Vice President, Secretary, Treasurer and such other officers as it chooses (i.e. Assistant Secretary or Assistant Treasurer). At the same meeting, the chairpersons of the standing committees are chosen as needed.

COMMITTEES OPEN TO COOPERATORS

In a cooperative, the individual has a unique opportunity to contribute to his/her environment and to express his/her views. This is best done by serving on the various committees and attending monthly Board meetings. In Executive House, notices of meetings are posted on the bulletin board in the main lobby and, frequently, on the bulletin board at the rear door on the first floor level. Cooperator participation **is welcome on these committees and any other committees the board may create as necessary:**

(See current Board members for details)

Cooperator's Issues
Grounds Committee

Nomination and Election Committee
Package Room Committee

Parking Lot Committee
Welcome Committee

Decorating Committee
Rules and Regulations Committee

OCCUPANCY AGREEMENT

An occupancy agreement is the equivalent of a lease. Each cooperator receives and signs such an agreement when he/she moves into the building. It is automatically renewed, unless notice of the intent to move out is given. The rules and regulations of the cooperative are set forth in the occupancy agreement. The occupancy agreement protects the corporation from those shareholders who may violate the rules of the cooperative and endanger the investment of all. Thus, a cooperator may be asked to move if he/she violates the terms of the occupancy agreement.

SALE OF STOCK HOLDINGS

A cooperator must, under all circumstances, sell his/her stock through the office. One of the basic features of this cooperative is its limited profit, non-speculative character. When stock is sold by the Corporation, the current equity (less an administrative charge of \$100 and the costs to restore the apartment) will be returned to the former cooperator.

SUBLEASING APARTMENTS

A cooperator may not sublet his/her apartment. This practice would undermine the fundamental nature of the cooperative, which implies the ownership responsibility of each shareholder and investment in the total housing corporation. Subletting practices could lead to the transformation of a cooperative into a conventional rental development.

ADDING OR REMOVING SOMEONE FROM THE OCCUPANCY AGREEMENT

Please inform management in writing within 90 days as to any additions or deletions from the Cooperator's family who reside in the apartment, or persons who for a period of 30 days or more occupy the apartment, so that such changes may be reflected on all subsequent affidavits of income submitted by the Cooperator.

Anyone over the age of 18 living with a cooperator for more than 30 days must complete and submit an application to Management for review. The application is subject to approval based on NYS Tenant Selection Plan Guidelines. This includes a background check, credit check and references. There is a charge for the credit report, just as there is for any applicant. Until final approval, the person in question will not be allowed to reside in the building. If the Board or Management believes there are additional people living in an apartment for over 30 days, the matter will be referred to the Executive House Attorney who can begin eviction proceedings against the cooperator for non-compliance.

RENTER'S INSURANCE

Cooperators are responsible to insure their personal property. Executive House's insurance policy covers the building and structural damage only; if damage occurs to an apartment, Executive House is not liable for any damages to a Cooperator's personal belongings. Management will work with your insurer to clarify any concerns.

VACATING AN APARTMENT

Management has the right to complete any necessary repairs and subtract the cost from the Cooperator's equity.

- 1) Cooperator must be up to date with carrying charges until a new Cooperator moves in.
- 2) Range and refrigerator are to be in good working condition and complete with all parts.
- 3) Cooperator must paint all walls white (the information will be provided by the office).
- 4) Window blinds are not the responsibility of the building.
- 5) Cost of rug removal and replacement of damaged or broken floor tiles are Cooperator's responsibility.
- 6) Apartment is to be left clean- appliances, fixtures, tub, flooring, tile, cabinets, etc. Any additional cleaning costs will be charged to the Cooperator.
- 7) All trash must be removed from apartment.
- 8) Air conditioners must be in working order or removed from apartment. They cannot be placed in the dumpster or there will be a charge of \$150.
- 9) Any furniture, large items, etc., that are placed in or around the dumpster will be charged at the rate set forth in the Owners' Manual.
- 10) There is an Administration fee of \$100, excluding when one Cooperator transfers to another unit.

TRANSFERRING APARTMENTS

- 11) Cooperators may transfer to another unit in the building after they have lived **at** Executive House for two years.
- 12) Cooperator must submit an application to transfer units to the site manager.
- 13) Transfers take priority over new applicants on the waiting list.
- 14) The Cooperator is responsible for paying carrying charges on their original unit until **the** new Cooperator takes possession of the unit.
- 15) The shares for each unit stay with the unit: upon the sale of original unit, those shares are sold to the next cooperator. The equity of the old unit will be given to the new Cooperator on the 8th day after the new Cooperator takes possession and makes sure all appliances are in working order. The **C**ooperator who is transferring to a new unit receives the shares for the new unit eight days after they take possession of the new unit.
- 16) Cooperator may decline a transfer two times and then is moved to the bottom of the waiting list.
- 17) A Cooperator may check with the management office at any time to verify their spot on the waiting list.

HAND TRUCKS AND DOLLIES

Hand trucks and dollies are available for Cooperators' use. They must be signed out and initialed by a staff member when returned. You may make arrangements during business hours with Management. Failure to return them will result in a \$200 charge to your account.

EXECUTIVE HOUSE OFFICE STAFF

The office is open Monday through Friday from 8:00 AM to 4:30 PM. The office number is 434-

4121. Our maintenance staff is on duty from 7:30 AM to 4:00 PM Monday through Friday. After 4:00 PM on weekdays and weekends, they are available by using the office number, **FOR EMERGENCY SITUATIONS ONLY.**

WORK ORDERS

A supply of work orders is located outside the office area. If one has routine maintenance work to be done in their apartment, a work order must be completed and put in the door slot of the Site Manager's office. Verbal requests cannot be honored. All work orders will be done on a priority basis.

Always put a work order in as soon as you notice a maintenance issue. If you notice a problem and do not report it, it is considered negligence. It is also easier for us to catch a small problem rather than one that has escalated.

MAINTENANCE FEES

A maintenance fee of \$25.00 per hour with a one hour minimum will be charged for any cleaning, maintenance or emergency work that is not routine, or due to a Cooperators' negligence. Spills on carpet that cannot be easily cleaned will result in a minimum charge of \$25.00.

LOCKED OUT OF APARTMENT

If you are locked out of your apartment, please contact the office or Maintenance during their regularly scheduled hours. If you cannot reach the staff, call 434-4121 and the answering machine will direct you to the on call numbers. If it is after hours and maintenance assists you, there will be a \$50.00 fee to offset the overtime charge. In order to avoid this fee, use the buddy system- give a key to a friend who may be able to assist you. You may also purchase a lock box to hang on your door knob.

KEYS: THE BUDDY SYSTEM

The Management Committee recommends that anyone who lives alone arrange for a neighbor to have a key for emergencies. You may also purchase a lock box to place around your door knob to store an extra key. Do not nail, screw or glue an extra key to your apartment door or frame or you will be charged for damages.

IMPROVEMENTS/RENOVATIONS

According to the terms of the occupancy agreement, no improvements may be made without the consent of Management. Each time your apartment is renovated, you are required to fill out the appropriate form at the site manager's office. You cannot make a profit on the sale of your stock, despite any renovations that may have been made. Shareholders are required to leave their apartments as they found them, so that the cooperative does not have to bear the cost of removing items which the new purchaser may not want or may find objectionable.

REGULAR REPAIRS, PAINTING AND REDECORATING

Section 6 (B) of the lease agreement states that the cooperator is responsible for maintaining the apartment in good repair. In order to adhere to the lease agreement, periodically maintenance

reports any damages to management; this includes notification when painting is needed. The Cooperator will receive written notification of the work required.

Your occupancy agreement requires that your apartment be repainted at least once every three years. The rules for painting set forth by the Board of Directors assume fair treatment to all cooperators - whether incoming, current or departing. These rules provide for prorating costs at the time of arrival or departure of a cooperator. Management has the right to repair any damage and subtract the cost from the share holders' equity.

PLUMBING AND ELECTRICAL WORK

Any plumbing or electrical work performed in your apartment must be done by a qualified licensed contractor. You must have prior approval from Management.

DOORS AND BUILDING SECURITY

Executive House has always made security a top priority. We would like to continue to keep the building as secure and safe as possible. Executive House is a wonderful community and if everyone works diligently on enforcing this rule, it will enhance the security of the building and safety for the Cooperators.

- 1) Do NOT allow anyone into the building that you do not know.
- 2) If someone calls you from the intercom please direct them to contact the office.
- 3) If someone asks you to let them into the building while you're walking in, simply let them know it is against Executive House rules to allow unauthorized entry.
- 4) Do not prop open any doors.
- 5) Do avoid conflict; if you feel uncomfortable or uneasy, walk around and use an alternate entry.
- 6) Do report any loss of keys or fobs to the office immediately.
- 7) Do tell your visitors to always use the intercom to get in to the building.
- 8) Do always tell your contractors to sign in on the sign in sheet by the parking lot door.

CAMERAS

There are a number of cameras placed both in and around the property, in the parking lot, by both doors, inside the lobby, by the vending machine and outside the Management Office. The cameras will benefit the building in several ways; however cameras are NOT a guarantee of safety. ALWAYS remember to be aware of your surroundings.

- 1) When entering or leaving the building, be sure that the outside doors are locked.
- 2) Explain the use of the intercom to your visitors. Do not push the release button until a visitor is identified. You are your own security system and part of everyone's security system. Please safeguard yourself and everyone else in the building.
- 3) Do not admit persons unknown to you to the building. They must push the proper intercom button at the front or rear door and be identified by the person(s) being visited.
- 4) Identify a visitor before opening your apartment door.
- 5) Double lock the door when entering and leaving your apartment. **Please do not slam doors.**

DOOR FOBS / CARDS

If you lose or misplace your fob/card, it should be reported to the office immediately for security

purposes. If fobs or cards are left in the wrong hands, it has the potential of creating problems for residents of Executive House. The Board voted that no more than 5 cards or fobs combined will be given out to any one household. Prior to any new cards/fobs being sold, you will be asked to produce the cards/fobs that you have remaining. That way, any that are missing can be removed from the system.

MASTER KEY

Master keys should only be given to the Manager, Maintenance Staff and lock box for Emergency Personnel. In order for a determination to be made that the master key be distributed to anyone other than the personnel listed above, there must be a written vote of 80 or more of the shareholders in the building.

FIRE PREVENTION –CARBON MONOXIDE/SMOKE DETECTORS

This is a fire-resistant building. Damage from any fire would be mainly confined to the contents of an apartment. Still we must be careful to prevent fires. Do not smoke in bed or while lying on the sofa. Use care not to overload electric outlets. Never place electric cords under rugs. Be sure that gas burners and appliances are all turned off when you leave your apartment. Every apartment has been equipped with a carbon monoxide/smoke detector. Batteries are changed by maintenance twice a year. Cooperators will be charged \$250.00 anytime they damage the monitor; Cooperator will risk the possibility of eviction. It is your responsibility to notify the office immediately if your battery is low.

EMERGENCY PLAN

- 1) If you see or smell smoke, call the fire department at once at 911.
- 2) Call the office at 434-4121 if you have enough time.
- 3) Smoke and heat rise, stay as close to the floor if possible.
- 4) Know the locations of at least two exits.
- 5) **NEVER** use the elevators.
- 6) If you can't escape, use wet towels to seal door and room vents.
- 7) **Remember**, the safest escape plan may be to stay where you are.
- 8) Follow directions of the Fire Department Personnel once they arrive.

SMOKE DETECTORS:

If your smoke detector is saying '*carbon monoxide*' contact National Grid emergency line 1-800-892-2345 and they will direct you further. If your smoke detector is saying '*low battery*' call the office 434-4121 and the recording will direct you to the appropriate on-call maintenance person.

GAS SMELL:

If you smell gas in your apartment call National Grid emergency line 1-800-892-2345 and they will direct you further. If you called National Grid for any of the above reasons, please update the office as soon as possible on the outcome 434-4121.

SMOKING:

In accordance with State law and a City ordinance, smoking is not permitted in any of the

common areas of the building. Smoking is only permitted within apartments. (An exception is that smoking is allowed in the community room when it is rented for a private function.)

EMERGENCY SITUATIONS:

Plugged toilets or toilet overflow	No heat
Severe Water Leak	No electricity
Plugged drains	Sewer back ups
Carbon Monoxide Alarms	Locked out of Apartment (additional cost if after hours)

EXECUTIVE HOUSE PARKING LOT: GUIDELINES

- 1) Assigned parking is only for those who rent space, on a first come, first serve basis. There is a waiting list for parking spaces.
- 2) Cooperators are allowed one space per apartment.
- 3) Sub-leasing of a parking space is not permitted; nor is allowing someone else to use an assigned space.
- 4) Effective June 1, 2011, only one motor vehicle (including motor bikes) may be parked in a parking space at a time.
- 5) When it is necessary to unload a car at the entrance, please do so promptly. Do not block the driving lane.
- 6) Only the vehicle that the cooperator has registered with the office may be parked in the assigned parking spot. The vehicle must be used by and registered to the cooperator.
- 7) If you are renting a vehicle, you must park in your assigned spot and let the office know immediately in writing. Please provide a copy of your rental agreement to the office.
- 8) The office must be updated immediately when you purchase a different vehicle and or when your plate number changes. Vehicles must bear a valid license plate and be insured at all times.
- 9) After written notification, vehicles that are inoperable and still parked in the lot will be towed at the owner's expense and at the discretion of the Board.
- 10) There are no visitor parking spots available in the parking lot. When parked in the 15 minute spot or handicapped spot, the host/ hostess is responsible for posting vehicle information on the log sheet near the bulletin board at the parking lot entrance or risk the vehicle being towed. **Note: Handicap parking is for the use of (EH) Cooperators and their Visitors on a TEMPORARY basis only. However, under certain circumstances with board and Management approval a temporary extension may be granted.**
- 11) Only Contractors and Vendors are allowed in Contractor parking. Violators will be towed at the owner's expense.
- 12) Washing and cleaning of automobiles and other vehicles is prohibited in the parking lot. No repair work or vehicle maintenance of any nature, except emergency tire changes or battery jump starts is permitted.
- 13) Fluid leaks from automobiles or other vehicles (oil, anti-freeze, gasoline, etc.) must be repaired by the owner immediately. Failure to do so will result in vehicle being towed at owner's expense.
- 14) The parking lot at no time may be used as a playground for children.
- 15) Most of you are aware that our parking lot is very narrow especially in certain areas. Please note that you are financially responsible for any damages to the property or other vehicles. Please

keep this in mind when you use an over-sized or large vehicle. If you are unsure of the size of your vehicle, we suggest you park in the front of the building.

16) The volunteer parking committee should only be contacted after regular business hours, on holiday or weekends. **Please contact the office or maintenance during business hours with ANY parking issues.** Any *Cooperator or their visitor* with a handicap sign is allowed to park in the handicap parking. It is however, based on a first come first serve basis. **This only applies to the handicap spaces, not the 15 minute space or illegal parking of any kind.**

CITY OF ALBANY: PARKING PERMIT SYSTEM

Executive House Apartments is in the Red Zone of the City of Albany's Parking Permit System. During the week, between the hours of 8 AM and 6 PM, cars may be parked in this zone for two hours before they will be ticketed. For residents, parking permits are available at City Hall for \$25.00 per year. This allows the resident to park in the red zone all day. One visitor permit is available per resident. For all details on proof of residency, permit applications, etc.; see the city's web site at:

<http://www.albanyny.gov/files/Government/GeneralServices/12%20snow%20flyer%20edited.pdf>

SNOW REMOVAL

Due to the confined area of our parking lot, it is very difficult to remove snow, especially in large storms. The Cooperators that live on the back side of the building are able to see and hear when the plow arrives. However, the Cooperators that live on the front of the building do not have that capability. If you live on the back side of the building, we ask that you let your neighbors across the hall know when the plow has arrived.

When vehicles are not in their spots, the plow is able to remove the snow as long as there is enough room to get between cars and they are able to maneuver the plow. Sometimes it is necessary for the vehicle that is parked in front of you to be removed so that the plow can push the snow through.

After a snow storm of 2 inches or more, the plow will be here at approximately 10:00 AM and 6:00 PM to remove snow from individual parking spaces. They will not be able to return time after time to remove snow. You will need to make yourself available during these times. In the event of a heavy storm, the plows come as frequently as needed to keep up with snow removal.

We also ask that when you are cleaning off your vehicles or spaces, please put the snow in the space between you and the vehicle that is parked in front of you, not in the aisles where vehicles are driven.

Try to be aware who is parking around you so that you can contact them through the intercom system when there is a snow storm or **you may** exchange phone numbers. Many of you walk to work which means that your car sits in the lot all day. This makes it difficult for the plow to remove snow in the spaces around your vehicle. **Please be considerate of your neighbors.**

Please do not approach maintenance to clean out your individual spaces. They have been directed by the Board of Directors not to do this. There is a shovel left at the back door for your convenience, if necessary. There is a large tub of rock salt for the parking lot at the back entrance. There are small buckets in both foyers for salt for the sidewalks for your use.

If you will be away, please leave a key to your vehicle with someone who can move it in case of a large storm where we would need to do snow removal. This is necessary to keep your vehicle from being towed. The office and maintenance cannot be responsible for individual vehicles due to **issues of** liability. Whenever the City of Albany declares a snow emergency, you may park for free in the city garages or the Museum parking lot **overnight**; all cars must be moved by 6 AM or they will be charged.

SNOW EMERGENCY AND CITY PARKING REGULATIONS

When a major snow event occurs, a snow emergency will be declared and normal parking regulations are temporarily suspended. Parking is only allowed on the even side of the street for the first 24 hours. After 24 hours from the start of the snow emergency residents must move their vehicles to the odd numbered side of streets for the next 24 hours or until the emergency is declared over. Once the snow emergency is officially declared over, all normal parking rules and regulations will be in effect. **For more information on Snow Emergencies, log on to the city's web site at www.AlbanyNY.org or call their hotline at 476-SNOW.**

A detailed pamphlet is available at:

<http://www.albanyny.gov/files/Government/GeneralServices/12%20snow%20flyer%20edited.pdf>

CORRIDORS

Per NYS Fire Department Codes and Regulations: No mats, carriages, boots, umbrellas, skis, etc., may be left outside apartment doors. The fire exit doors must be kept closed, for protection in case of fire and/or smoke. Please close stairway doors quietly.

ELEVATORS

Be considerate of your fellow cooperators in the use of the elevators. Do not hold the elevator door open at any time. Use the red stop button only in the case of an emergency. An emergency phone is located in the elevator that should be used to call for help. Be careful not to drop litter in the elevators. No smoking in the elevators. When moving in or out, arrange to have the movers arrive no earlier than 9 am, **as the** elevators are in use by cooperators going to work before that time. Please report any mishandling of the elevators to the Property Manager.

COMPACTOR/TRASH ROOMS

The trash chutes on each floor are closed. Garbage must be drained, well wrapped and brought out to the large dumpster. The only exception is for seniors and people with disabilities. They may use the trash chute on the Lobby floor office hallway below the stairs. Packages must be small enough to be pushed easily down the chute and must be double bagged.

Everyone can put their recyclables in the designated area of the trash room on their own floor.

Bottles and jars should be rinsed, and placed in the container provided for them. Newspapers and magazines should be placed on the shelf over the sink. They should be placed in separate piles.

Large heavy boxes and large cartons should be broken down and taken to the dumpster and not left for the maintenance people to pick up, unless you are physically unable to do so. The dumpster placed to the right is for all recyclables. It is extremely important that you break down boxes before placing them in the dumpster.

Garbage removal fees apply throughout the **building, grounds and common areas. A fee of \$75.00 per bag will be charged to any person(s) who leave garbage on the property, including common areas and beside the dumpsters.**

Please read all information posted on trash room bulletin boards regarding garbage and recyclables.

TRASH REMOVAL

- 1) It is the responsibility of each Cooperator to dispose of their appliances, tires, furniture, etc. There will be a minimum charge of \$150 for anything left in or around the dumpster. This fee is effective 1/17/07.
- 2) There is a \$25 per hour fee for maintenance to remove any stains to carpeting
- 3) A fee of **\$75** will be charged to any Cooperator who leaves trash bags in or around the building Or grounds.

MEDICAL WASTE

Any cooperator who uses syringes is asked to dispose of them properly at a Sharps Collection Site. For further information see:
www.health.ny.gov/diseases/aids/harm_reduction/needles_syringes/sharps/directory_sharpscollection.htm

SPRING AND SUMMER CLEANING PROJECT

Executive House offers two opportunities for cooperators to dispose of additional trash. In the spring, a memo will be posted with dates and times and clarify allowable items to be disposed. Later in the summer, Maintenance will be placing large green containers in the rear parking lot near the benches (dates to be announced). You may place items in the bin that you would like to dispose of during the hours of 7:30 AM- 4:00 PM. All furniture/items must be broken down. The containers will be filled on a first come first serve basis. The area will be monitored by cameras. Please contact the office if you have any questions. Maintenance may be called after hours to breakdown and dispose of your items. Please call in advance to make the necessary arrangements.

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PEST CONTROL

Ehrlich Inc. comes to inspect two floors each month. This is done the first Wednesday of each month. If your floor is being done you will receive a notice under your door prior to entry. Memos indicating dates, times and which floors will be inspected are posted in the lobby the week prior to

the inspection. Ehrlich will be accompanied by an employee of Executive House Apartments. There will be an inspection and gel placed in certain areas. If follow-up or any spraying is needed, you will be advised prior to the work being performed. They will also be inspecting for bed bugs which means they will be inspecting your mattress and possibly other furniture. Please strip your bed so they can check. If you do not strip it, the exterminators will need to remove your sheets and blankets themselves.

At the same time, we will be checking your carbon monoxide/smoke alarms to see that they are in working order. If at any time between inspections your alarm stops working, please put in a work order immediately. We will also be inspecting for leaky faucets, running toilets, tubs that need caulking, bathroom vents that need cleaning and the overall cleanliness of the apartment. Traps will be checked at each radiator to be sure they are not leaking **during the** months that the boilers are running. Please notify Management if you have any pest problems or concerns at 434-4121.

NOISE

Please be considerate of your neighbors at all times. Take special care after 9:00 PM with the use of radios, televisions, sound equipment and exercise equipment. Noise in the trash rooms should be avoided. Remember that sound carries in the hallways and lobby.

POSTING MEMOS ON BOARDS

All memos posted on bulletin boards should be signed with an original signature and dated. They will be left on the Board for one week before being removed.

LAUNDRY ROOM

Please follow the instructions for the use of laundry equipment. Do not overload the washers or the dryers. Remove all lint from the drum of the washer and the dryer at the end of each use. Please remove your laundry from the washer or the dryer as soon as the cycle is finished. Your laundry may be removed by another cooperator if it is left unattended after the machine has ceased to operate. The Laundry Room is to be used **only** by Cooperators; it may not be used by friends or guests.

If a washer or dryer is not working, call Mac Gray Laundry at 1-800-622-4729 which is the number posted on the wall in the laundry room, or write up a work order with the machine number and the specifics of the problem. If you lose money in a machine, call 1-800-622-4729 and Mac Gray **will assist you with** your situation, and return money if necessary.

Please be respectful and courteous while using the community laundry room by promptly removing your clothes out of the washers / dryers and also making sure you do not leave any garbage behind. Cleaning the lint traps of the dryers before and after you use them not only cut down your drying time and save you money, but it also helps to prevent breakdowns, repairs, and saves energy. The folding table is for folding clothes **ONLY** and is to be kept clean at all times.

GAS GRILLS

Due to safety reasons, all grills (electric, gas or charcoal) cannot be used except in the designated area at the front of the building.

EDMOND ROOM

- 1) The Edmond Room is available for rental for parties and gatherings. Please see the office for fee schedule. **There are** no refunds.
- 2) No charge for use of the Edmund Room will be made for Executive House functions which are open to all cooperators, posted on the bulletin boards at least 3 days in advance, and cleared with the office.
- 3) No alcohol may be brought into the room except when room is rented or if it is an Executive House function.
- 4) Any other use of the Edmund Room is considered a private use of the room. Arrangements must be made in the office during business hours. A copy of the rental agreement will be signed and fees paid. The room is locked on Fridays if rented over the weekend.
- 5) Any use of the room without prior arrangement is subject to a fine of no less than \$100.00 per use, plus additional charges for cleaning, and any damages. These charges will be added to the cooperator's carrying charges if not paid in a timely manner.

STORAGE ROOMS

Limited storage space is provided for each apartment. The storage rooms are locked at all times; the doors to the storage rooms can be opened with the key to your apartment. Storage of flammable materials is prohibited. You may only store items in your assigned bin and all items should be labeled with your apartment number. Executive House is not responsible for lost or stolen items.

BICYCLES/BIKE AND TIRE ROOM

There is a room provided for bikes and tires on the lobby floor. All bikes and tires must be labeled with your name and apartment number at all times. **If** there is no label, the bike or tires will be removed. A bike rack is at the rear of the parking lot near the dumpsters from May through October. We recommend you use a lock and chain. Executive House is not responsible for stolen bikes.

MAIL AND PACKAGES

Packages delivered by mail or by UPS, Fed Ex, etc. during your absence are placed in the Package Room, located on the east side of the lobby. A notice of a package is placed in your mailbox by 4 p.m. **weekdays**. Packages may be picked up weekdays 6:30-7:00 PM. Please bring the slip along with identification if you are new to the building. If you cannot pick up your package during this time period, put something in writing giving another cooperator permission to pick it up. Each cooperator must make their own arrangements for all other deliveries such as flowers, perishable items, etc. To receive mail at the building, you must be an authorized occupant.

BALCONIES AND WINDOWS

- 1) No laundry, clothing, cleaning equipment, bikes or bike equipment is to be hung or stored on the balcony.
- 2) Furniture used on your balcony must be the outdoor variety - no stuffed chairs, sofas or stools, etc. are allowed.
- 3) Nothing is to be shaken from the windows or balconies.
- 4) Wind chimes are not allowed on the balcony.
- 5) Care should be taken to prevent objects from falling from windows or balconies.
- 6) Washing of windows is the responsibility of the cooperator.
- 7) The Albany Fire Department prohibits cooking of any kind on our balconies that require an open flame.

PETS

Cooperators may **NOT** keep pets in their apartments. Please notify your visitors that no animals are allowed overnight in the building, except service dogs.

AIR CONDITIONING

- 1) Air conditioners do not come with apartments. However, sometimes an outgoing Cooperator will leave their air conditioner behind. In no way, is either the outgoing cooperator or Executive House responsible for the condition or working order of the air conditioners.
- 2) You will be allowed up to 7 days to try the air conditioners to see if it works. During that period of time, if you would like it removed, the House will remove it for your convenience. After the 7 day period, we will no longer be responsible for the removal, if necessary.
- 3) There is a \$75 charge per year for each air conditioner in your apartment. This charge is due on the first of June each year and a memo is sent out to each Cooperator to help remind them. If you have 2 AC units, you may pay \$75 in June and \$75 in July, if you have a third unit, you may pay the final installment of \$75 in August. Please attach a note to your check stating how many units you have.
- 4) We do not prorate air conditioner fees nor are they refundable if you should remove an air conditioner once the fee has been paid. If you decided to purchase a unit later in the season, you are still responsible for the full annual fee.
- 5) Please **DO NOT** write a separate check for the AC fee, just add the amount to your carrying charges in one check.
- 6) If you do not wish to pay for air conditioning then the unit must be removed from the sleeve and stored.
- 7) Please remember that only air conditioners that go into the sleeve should be installed. At no time should a window air conditioner be installed in the sleeve.
- 8) Cooperators are responsible for cleaning the filter in each air conditioner at least twice per cooling season, this allows the air conditioner to cool easier and use less electricity.
- 9) Window sill style air conditioners are not allowed, and are not allowed in the sleeves. This will cause over-heating, a fire hazard and possible explosion.
- 10) Air conditioners cannot be disposed of in the dumpster. Each Cooperator is responsible to make arrangements and pay for the disposal of their air conditioner.
- 11) Air conditioners must be plugged into the outlet designated for them. **YOU CANNOT USE AN EXTENSION CORD TO PLUG INTO A DIFFERENT OUTLET.**

EXTRA APPLIANCES

Extra fees are required for air conditioners, dishwashers, washing machines and dryers. See management for current schedule of fees.

STOVE AND REFRIGERATOR

Each Cooperator is responsible for the maintenance of their stove and refrigerator. You are allowed 7 days from the time of move in to try them and make sure they are in working order. During the 7 **day** trial period, the outgoing Cooperator is responsible for any maintenance charges. Contact the office if a problem occurs during this time period. After that, you are responsible.

It is also your responsibility to leave a working stove and refrigerator in the apartment when you move out. Any charges that are incurred to make these appliances workable will be billed to you.

WINDOWS AND WINDOW TREATMENTS

- 1) Window treatments are the responsibility of the cooperator.
- 2) The back side of window treatment (side facing outside) should be white or off white. No other color should be used.

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EXECUTIVE HOUSE APARTMENTS

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Email: exehouse@nycap.rr.com

www.executivehouseapartments.net

Executive House Apartments Owners' Manual and Guide to Cooperative Living

By signing below I have acknowledged that I have received a copy of the 2013 revised Guide to Cooperative Living.

Cooperator Name (print) _____ Date: _____

Cooperator Signature (sign) _____ Unit # _____

Distributed by: _____ Date: _____