

June 2025

Rules and Regulations of Odell Clark Place Condominium I

General Information

The Board of Managers:

President: Susan Markham; Vice-President: Cassius Walton

Secretary: Raul Narvaez; Treasurer: Andrew Dawson

Member: Hamza Ghaznavi

Sponsor Representative (non-voting): Princess Palmer (Abyssinian Development Corporation)

Members of the Board may be contacted at 2373board@gmail.com

Management:

Merlot Management Inc. is employed by the Condominium to manage the building. The managing agent is Beth Markowitz of Merlot Management. Office hours are Tuesday-Thursday, 9:30am to 5pm.

Tel: 212-362-9298; email: beth@merlotmgmt.com. For after-hours emergencies, call: 718-830-5210.

The Condominium's Rules, the By-laws and all documents mentioned in the Rules, may be found on the Condominium's website: www.odellclarkcondo1.com under "Documents".

An owner who fails to observe any of these requirements will be subject to a penalty fine of \$200 per occurrence. Fines continue to accrue monthly until the violation is remedied. Additional fines may be levied at the Board's discretion and in keeping with the scope and seriousness of the infraction.

Use of the Recreational Room

Use of the Recreational Room is restricted to those owners and tenants who have signed and provided to Management, the waiver and release form. The Rules and Regulations for Use of the Recreational Room and the Waiver form are attached to these Rules.

The Condominium's Rules and Regulations follow.

THE RULES AND REGULATIONS

of

Odell Clark Place Condominium I

2373 Adam Clayton Powell Jr Blvd, New York, NY 10030

The Rules & Regulations are an addendum to the By-Laws of the Condominium.
They may be amended by the Board of Managers of the Condominium.

(June 2025)

1. Owners are required to comply with the Declaration of the Condominium, the By-laws and these Rules and are responsible for ensuring **compliance** by their tenants, guests, family members and others. Owners shall hold the Board and the Management harmless and relieve the Board and Management from all liability arising out of an owner's failure or the failure of their tenants, guests, family members and others to comply with these Rules, the By-Laws and Declaration. All Owners are responsible for informing their tenants, guests, family members and others of the requirements contained therein and any changes thereto.

2. **Common charges** and all other charges including, but not limited to fines, fees, and special assessments, are due on the first day of each month. In the event that Management does not receive payment in full within ten (10) days of the due date, the responsible Owner shall pay a late charge of \$50 for each such occurrence. Any sum owed to the Condominium which is not paid during the month in which it is billed to the Owner, will bear interest at the rate of 16% per annum. Such interest shall be in addition to the \$50 charge. Owners are responsible for paying all legal and collection fees, costs and disbursements relating to any such arrearages and the collection thereof. In the event that any payment in the form of a personal check is returned unpaid by the Owner's bank, the Owner shall pay a processing fee of \$35 for each occurrence along with any applicable late fines. Arrears owed to the Condominium that total or exceed a sum equal to two (2) month's common charges may incur legal action against the delinquent Owner to force payment.

3. Unit owners shall use and permit **occupancy** of their units in compliance with the By-Laws of the Condominium and shall not permit any use or occupancy that is contrary thereto. Owners are required to advise Management of any change in the occupancy of their unit 30 days prior to such change. Owners and their tenants are required to provide Management with their up-to-date emergency contact information.

4. Owners intending to **rent or sell** their apartments should consult the By-laws for information concerning apartment sales and leases and submit a rental or sales package to Management in advance. All tenants must have prior Board approval through the completion and submission to Management of a rental package. A rental fee equivalent to one month's common charges will be charged annually for all rentals.

5. No unit shall be rented for transient (including Airbnb and home sharing services), hotel or motel purposes. Leases or **rental** agreements under 30 days are not permitted. Leases must be for the whole of an apartment, not a part. These prohibitions apply whether or not the owner is living in the apartment at the time. Notice of an open house must be provided to Management as soon as it is scheduled and no later than 48 hours in advance.

6. Management must be notified at least 2 weeks prior to any **move-in or move-out** or of any **delivery or disposal** of a major appliance or large multiple pieces of furniture. Such moves are restricted to the hours of 9am to 5pm Monday through Friday. A refundable security deposit is required to be paid to Management prior to all move-ins and move-outs. Actual costs for any damages incurred to the building's common areas will be deducted from the security deposit. Costs for damages exceeding the deposit amount will be billed to the Owner. Disposal of moving packaging is the responsibility of the Owner, not the building.

7. For the **sale** of non-restricted units, a waiver in writing must be granted by the Board to its right of first refusal. Owners of restricted units have very specific rules and prohibitions regarding sales and rentals and

should consult the By-laws and their closing documents. A Capital fund payment of two month's common charges is required for all sales.

8. **No unlawful use** shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all government bodies having jurisdiction thereof shall be observed. No illegal activities shall be committed or permitted to occur in or about any unit or any part of the common areas. Nothing shall be done or kept in any unit or in the common areas that will increase the rate of insurance for the building or result in the cancellation of insurance of the building or its contents, or would be in violation of the law.

9. No Owner shall use or permit to be brought into the building any flammable, combustible or explosive oils or fluids such as gasoline, kerosene, naphtha, benzene or other explosives or articles deemed extra hazardous to life, limb or property. The following are **not permitted** anywhere on the premises including, without limitation, in the lobby, hallways, storage areas, apartments, common areas and courtyards: (i) lithium-ion batteries; and (ii) e-bikes, hoverboards, scooters, skateboards, motorized bicycles or other similar items which are powered by lithium-ion batteries. Notwithstanding the foregoing, batteries used to power personal devices such as phones, laptops or tablets are permitted.

10. The sidewalks, entrances, passageways, vestibules, elevators, corridors and stairways of the building shall **not be obstructed** or used for any purpose other than ingress to and egress from the units. No furniture, equipment, bicycle, baby stroller or other personal property belonging to an Owner shall be left or stored in any of the passageways, corridors or vestibules, or on any of the staircases or landings, nor shall any fire exit be obstructed in any manner. Any personal items left in these areas will be considered abandoned and are subject to removal and destruction without notice.

11. Playing, **loitering**, congregating or lounging is not permitted in the entrances, passageways, vestibules, corridors, basement, or stairways and is only permitted in recreational areas or other areas designated as such in the Declaration or by the Board. No children shall be allowed unsupervised in the laundry room, gym/recreational room or backyard.

12. Owners, their family members, tenants, employees or visitors are **not permitted** on the roof of the building, nor in the rooms housing the building's equipment, such as electrical, gas, compactor, elevator, security, or maintenance equipment in the basement or on the roof.

13. No Owner shall interfere in any manner with any portion of the building's common area equipment including but not limited to the security system, lighting, emergency lighting, sprinklers or fire alarm equipment, or with the sprinkler system in his/her own unit. An Owner is liable for any **damage to or tampering** with the building, its common areas or equipment caused by that Owner, his/her tenants, guests, visitors, family or employees.

14. There shall be **no smoking or vaping** in any of the common areas including but not limited to stairwells, backyard, recreational room, storage room, laundry room or any other areas of the basement. No smoking or vaping is permitted at the back of the building or within 25 feet of the front entrance to the building.

15. No **exterior** shades, awnings, window boxes, ventilators, extraction fans or window air conditioning devices shall be used or installed in or about the building or the common areas except as approved by the Board or Management. Nothing shall be attached to or hung from the exterior of the building including but not limited to radio or TV aerials or antennas, cables or satellite dishes. Owners shall indemnify the Board and Management and hold them harmless against any liability whatsoever arising out of such use or installation.

16. No exterior of any unit or the windows or doors thereof or any other portions of the common areas shall be **painted or decorated** by any Owner in any manner; no sign, notice, lettering, advertisement or material shall be inscribed or exposed on or at any window, door, bulletin board or other part of the building, nor shall anything be projected, hung on or out of any window, including clothing, bedding, laundry or other articles.

17. No Owner shall make or permit any **loud noise**, including music, between 10pm and 8am if it shall disturb or annoy other occupants of the building. No construction, repair work or other installation involving noise shall be conducted in any unit except on weekdays (not including legal holidays) between the hours of 8am and 5pm unless necessitated by an emergency.

18. 80% of apartment floors (excluding kitchens, bathrooms, hallways, laundry rooms, foyers, closets and pantries) must be covered either by furniture or by rugs, carpeting or other **noise-reducing** material.

19. Each Owner is responsible for all **repairs and maintenance** within the interior of his/her own apartment. This includes, but is not limited to, the interior walls, ceiling and floors; the entry door to the apartment and inside doors, including the frames and saddles; all kitchen appliances (such as microwave, range, dishwasher, refrigerator etc.), air conditioning/heating units; bathroom fixtures and plumbing (toilet, bathtub, sink etc.); smoke and natural gas alarms, light fixtures, and electrical equipment (fuse box, circuit breakers, electrical outlets, etc.); window glass and window frames.

20. All **electrical equipment** installed or used in any unit must fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction. The Owner shall be liable for any damage or injury caused by any electrical equipment in his/her unit.

21. Owners must get approval from Management before replacing or adding certain **apartment fixtures** for which the owner is responsible. This includes any fixtures that could impact the building's systems, design or exterior such as, but not limited to, the replacement of air conditioning/heating units, apartment front doors, window glass, faucets, toilets, installing/replacing a washer/drier or other major appliances and before making any changes to ventilation such as installing an extractor fan.

22. Should a leak or other **damage** occur (for example, from an appliance, plumbing fixture, overflow of bathtub, HVAC unit, etc.) in a unit, the Owner of that unit is responsible for the costs of repairing any damage that leak may cause to his/her unit as well as to any neighboring units(s) that the leak damaged. Owners are responsible for any damage to other apartments and/or the building's common areas or systems attributed to repairs, maintenance or alterations in their unit.

23. Owners are required to maintain **Homeowners' insurance** covering their own unit. In addition to contents and coverage for improvements/betterment, owners are required to have a minimum of \$500,000 personal liability, \$15,000 minimum loss of use, and \$10,000 minimum loss assessment coverage. Owners who rent their apartments must ensure their tenants also have adequate renters' insurance coverage. In addition to contents coverage, tenants must have a minimum of \$500,000 personal liability coverage. The owner and tenant(s) of the commercial space are required to have public liability coverage of a minimum of \$1,000,000 per occurrence and \$2,000,000 Aggregate of General Liability and to name the Condominium and Management company as Additional Insureds.

Owners must deliver proof of renewal of their policy, and where applicable their tenants' policy, no less than 15 days before the policies expire.

24. Before any contractor, service personnel, technician or other hired worker may commence work in any apartment, the owner must provide a completed **Indemnity Agreement** to Management for approval. Any contractors, service personnel, technicians, or hired worker must be licensed and insured; evidence of insurance must be provided in advance to Management for approval. Work in the units is only permitted Monday through Friday from 8am until 5pm. Work is not permitted during weekends and holidays.

25. For larger projects, Management must be notified at least 2 weeks in advance. Owners may be required to submit a completed **Alterations Agreement** to Management for approval before work may commence. Such work includes all structural, plumbing and electrical alteration projects that might impact the building's systems, design or exterior, including but not limited to, reconfiguration of interior walls, plumbing or electrical alterations, changes to flooring, and items included in paragraph 23 above. The Board reserves the right to engage an architect or engineer to approve and monitor the work, at the owner's cost. Management

will advise the owner if an alteration agreement and/or prior Board approval is required based on the scope of the work presented. All alterations must be in compliance with the law and proper permits obtained from the city when required. Owners are responsible to ensure that any debris from alteration work is removed from the building and disposed of properly.

26. Owners of units with **private terraces** must maintain the private space and keep the drains free from dirt and debris. Plantings must be kept in suitable heavy-weight containers so as not to blow away and shall not stand directly on the surface of the terrace. Such unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

27. Each Owner is responsible for full compliance with New York City regulations relating to the installation and maintenance of **child window guards** in his/her unit and shall indemnify the Board and Management and hold them harmless against any loss or liability whatsoever arising from or as a result of failure to comply with such regulations.

28. **Toilets** and other water apparatus in the building shall not be used for any purpose other than those for which they were designed; nor shall any sweepings, rubbish, rags, paper, ashes or any other article be thrown into the same. Any damage resulting from misuse of any toilet or other water apparatus in a unit shall be repaired and paid for by the owner of that unit.

29. Each Owner shall keep his/her unit in a good state of **preservation and cleanliness**. Nothing shall be swept or thrown from doors or windows. Garbage must be removed in a timely manner and not permitted to accumulate. Owners are responsible for all costs associated with combating an infestation of vermin or insects should such occur in their unit.

30. All **garbage, compost, recycling and refuse** must be disposed of at such times and in such manner and in such locations as the Board or Management shall direct. Each Owner is responsible for full compliance with any applicable New York City regulation relating to recycling of trash and household waste. This includes separating various categories of trash and depositing them in specified containers and locations. Do not put plastic bags in the plastic or paper recycling bins. All cartons must be flattened down and placed in the recycling area. All costs, fines and penalties incurred by the building as a result of an act or omission of any Owner shall be paid for by such Owner, and the condominium shall be reimbursed for any such costs, fines and penalties it incurs which are attributable to any Owner.

31. The use of the **storage room** shall be at the sole risk of the Owner or tenant. The Board and Management shall not be liable for any injury, loss or damage. Flammable, combustible or toxic materials, food or other perishables may not be stored in the room. Personal property must be stored fully within the confines of the assigned storage cage. Items may not be stored on top of the unit owner's storage cage. Personal items left outside assigned storage cages will be considered abandoned and are subject to removal and destruction without notice.

32. The use of the basement **laundry** facilities shall be at the sole risk of the Owner or tenant. The Condominium shall not be liable for any injury, loss or damage. The laundry facilities are open 7 days a week, 24 hours a day. Please remove all personal items after use - any items not removed will be discarded after 24 hours.

33. The **backyard** space is for the exclusive use of residents and is accessible at all times. Any noise or food generating activities must be limited to the hours of 9 am to 10 pm. Volume of music should be kept at a reasonable level so as not to disturb apartments that overlook the courtyard. Children are not allowed in the backyard unsupervised. Smoking or vaping is not permitted. Users of the backyard are responsible for leaving the area swept and trash free. Trash must be disposed of according to recycling rules. The resident assumes all liability for damages, injury and the consumption of alcohol. Owners who wish to hold a private gathering in the backyard must submit a completed Waiver to Management at least 3 days in advance or for any gathering of more than 15 people in the backyard. No personal items (including bikes) are to be left or stored

in the backyard. Items left in the backyard will be removed, and if not claimed, will be disposed of. Dogs and other animals are not allowed in the backyard.

34. **Barbecuing** is only permitted in the areas designated by the Board. In using a barbecue, residents must obey all New York City laws relating to such activity.

35. Nothing may be attached to or hung from the **tree guard railings** around the front sidewalk tree plots without prior Board approval. If approved, such items must be removed after 48 hours. Unauthorized items will be removed.

36. A **pet** may be maintained in a unit as long as it is not a nuisance. Each Owner may have no more than 2 pets in any unit at any one time. No dangerous or wild animals are permitted in the building. Actions which would constitute a nuisance include but are not limited to the following: abnormal or unreasonable crying, whining, barking, scratching, running, harassment of a passerby, aggressive acts, behavior causing damages to property. Owners are strictly responsible for their pets. Whenever a pet is to leave a unit, it must be either on leash or in a cage and under the care of a responsible person. In no event shall animals be permitted in any of the common areas of the building unless carried in a cage or on a leash, and no animals are allowed in the backyard or the basement. The Owner shall indemnify the Board and hold it harmless against any loss or liability of any kind whatsoever arising from or as a result of having any animal in the building, regardless of whether or not the Board shall have permitted such an animal to be in the building.

37. The Board or Management may, from time to time, curtail or relocate any portion of the common areas devoted to storage, recreation or service purposes in the building.

38. The agents of the Board or Management and any contractor or workman authorized by them, may **enter any unit** at any reasonable hour of the day for any purpose permitted under the Declaration, By-laws or Rules and Regulations. Except in the event of an emergency, advance notice of at least two days is required to be given to Owners or their tenants for such entry.

39. Management shall retain a pass **key(s)** to each unit. If any lock is altered or a new lock is installed, Management shall be provided with a key thereto immediately upon such alteration or installation. If the unit Owner is not personally present to open and permit entry to his/her unit at any time when entry therein is necessary or permissible under the Rules or under the By-laws, and has not furnished a key to Management, then entry may be made forcibly without liability or damages or trespass, if during such entry, reasonable care is given to such unit Owner's property. Except in an emergency, such entry must be authorized by an officer of the Board or an officer of Management.

40. If any key(s) are entrusted by an Owner (or by any Owner's family member, tenant, guests, employees, agents or visitors) to an employee of the Board or Management, the acceptance of such key(s) shall be at the sole risk of such Owner. Neither the Board nor Management (except as provided by rule 39 above) shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

41. Unit Owners shall strictly comply with the By-Laws of the Condominium. Failure to do so will subject the unit Owner to the imposition of **finer**, as authorized by the By-Laws. The Board reserves the right to levy fines against any unit Owner for violations of the Rules.

42. **Complaints** about the management of the building and grounds or about the action of Owners shall be made in writing to Management with a cc. to the Board.

43. Any consent or **approval** given under these Rules and Regulations may be amended, modified, added to or repealed at any time by the Board. Further, any such consent or approval may, at the discretion of the Board, be conditional in nature.

44. These Rules and Regulations may be added to or repealed in whole or in part at any time without prior notice by the Board. A description of any such **change or addition** must be conveyed to all Owners in a timely manner and will be deemed effective thirty (30) days after the distribution of such information.

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The Rules for use of the Recreational Room are attached

RULES FOR USE OF RECREATIONAL ROOM

RULES AND REGULATIONS FOR USE OF THE RECREATIONAL ROOM AT ODELL CLARK PLACE CONDOMINIUM I

June 2023

These Rules replace any former Rules relating to the "Gym"
and are in addition to the Rules and Regulations in the Offering Plan
and as periodically updated

1. Use of the recreational room is at the sole risk of Unit Owners who are also responsible for their family members and anyone else residing in their apartment. No guests or other invitees may use the recreational room which is for the sole use of residents. Owners must list on the Agreement and Release of Responsibility form attached to these Rules the names of all family members and residents living in their apartment who will use the Recreational Room. Any addition to this list must be advised to Management in advance of the individual using the Recreational Room.
2. The recreational room shall remain locked at all times. Access is granted through a key, one copy of which shall be provided to each unit upon the Unit Owner completing the attached Agreement and Release of Responsibility. The Agreement and Release of Responsibility provides that the Unit Owner shall indemnify and hold harmless Odell Clark Place Condominium 1, its Board of Managers and its Managing Agent and any of its officers, agents or employees from any and all claims, liabilities, damages and costs, including without limitation, reasonable attorney's fees and costs of enforcing this indemnity arising from or in connection with the use of the recreational room and its equipment by the Unit Owner, their family members or others residing in their apartment.
3. If the recreational room key is lost, the Unit Owner is responsible for paying the cost of a replacement.
4. The recreational room is open for use 7 days a week, 24 hours a day. This is subject to change by the Board of Managers. The recreational room may be used only by Unit Owners, their family members aged 18 years and older, and any other person residing in their apartment aged 18 years and older. Children under 18 years old are not allowed in the recreational room.
5. The recreational room and its equipment must be used in the manner intended for its use. Users are expected to treat all equipment and fixtures with care, to put equipment back and wipe it down after use. Wipes are made available in the room for this purpose. Slamming weights against the floor is not permitted. Users should turn off equipment after use (where applicable) unless someone else is about to use it, as well as turn off the air conditioning and lights as they leave the room (if no one else is in the room). The window extraction fan(s) must not be turned off. Additional rules may be posted in the room which users are required to follow.
6. Users of the recreational room are required to use their own towels to cover all benches, mats and the floor if they lie on it, during use.
7. Proper attire and footwear are required at all times.
8. No equipment may be removed from the recreational room.

9. Any damage to the equipment caused by the acts or omissions of a user shall be repaired or replaced by the Board at the sole cost and expense of the Unit Owner concerned.

10. No smoking, vaping, spitting, loud music or alcohol consumption is permitted in the recreational room.

11. No food of any kind is permitted in the equipment area.

12. Glass containers and bottles are not permitted in the equipment area.

13. The recreational room may not be used as a place of business or profit.

14. No animals or pets are permitted in the recreational room.

15. Remove all personal belongings and litter after each visit. The Condominium, Board or Management shall not be responsible for theft, loss, or damage to any individual's belongings.

16. The Board and Management reserve the right to determine, at their sole discretion, whether a user has abused the recreational room facilities and accordingly decide to terminate the Unit Owner's access.

17. The entire recreational room, or areas of the room, may be closed temporarily for maintenance or any other purpose at the discretion of the Board or Management. Exercise or other equipment or fixtures may be added or removed at the discretion of the Board or Management.

18. Additional Rules:

- All recreational room users must make reservations in advance via www.odellclarkcondo1.com. Reservation times will be for one hour maximum; all users are required to vacate the recreational room immediately after their one-hour reservation has expired. The recreational room will be closed for cleaning at 3pm-4pm every Monday, Wednesday and Friday.
- Only residents from one household/apartment are permitted to use the recreational room at any one time and no more than 3 people may be in the room at any one time.
- No person in addition to the above or without a reservation may enter the recreational room.
- The door to the recreational room must remain closed at all times, including while patrons are using the room or its equipment.
- After use, patrons must clean with the wipes provided all the equipment they have touched. It is recommended that patrons also wipe down the equipment they intend to use before using it.
- No personal trainers or other non-residents are allowed in the recreational room.
- The extractor window fan(s) must remain on at all times. These are required for adequate ventilation. In addition, users may open windows that do not have fans in them while they are using the recreational room. Before exiting the room, patrons must close any windows they opened.
- Users of the recreational room should wash their hands with soap and water immediately prior to using the equipment and immediately afterwards. Hand soap and paper towels are available in the kitchen part of the room as well as in the adjacent bathroom.
- Users are required to obey all signs posted inside the recreational room.
- Users who violate any of these rules will forfeit the right of themselves and all family members and residents of their apartment/household from using the recreational room.

Agreement and Release of Responsibility

Odell Clark Place Condominium 1

Recreational Room

STATE OF NEW YORK }

} ss.:

COUNTY OF NEW YORK_____}

I, _____ (full name)

hereby confirm that I have been provided with, have read and fully understand the rules and conditions of use of the recreational room and all its equipment and facilities. I agree that I, my family members and all residents of my apartment shall observe and comply with the rules and as they may be amended from time to time.

I acknowledge and agree that Odell Clark Place Condominium 1, its Board of Managers and its Managing Agent, or any of their officers, representative or employees shall NOT provide any supervision or instruction for users of the facility. I further acknowledge and agree that the use of the recreational room facility entails risk of injury and I agree that I am assuming all responsibility in relation to such risk for myself, my family members and all residents of my apartment.

I have obtained or shall obtain before using the recreational room, such medical advice as is appropriate with respect to my use of the room and its equipment and I shall require other users who are family members or residents of my apartment to do likewise.

I agree that I will not permit any person to use the recreational room except as expressly permitted by the recreational room rules.

To the fullest extent permitted by Law, I hereby release and agree to indemnify and hold harmless Odell Clark Place Condominium 1, its Board of Managers and its Managing Agent and any of its officers, agents or employees from any and all claims, liabilities, damages and costs, including without limitation, reasonable attorney's fees and costs of enforcing this indemnity arising from or in connection with my use of the recreational room and that of my family members, and other residents of my apartment.

The following family members and residents of my apartment will be using the Recreational Room and its equipment:

FULL NAMES: _____

I hereby certify that I am the legal owner of Unit ____ /OR legal tenant(s) of Unit ____ and have received a key to the recreational room.

Signature: _____ Apt #: _____ Date: _____