

MARKUP #1 ->

be specified by the Company. The Company accepts no obligation or responsibility with respect to any property stored in such storeroom or storerooms and shall not be liable for any loss of such property or damage or injury to person or property therein, unless caused by the negligence of the Company, its agents, servants or employees, and the Cooperators shall place such property in such storeroom or storerooms at their own risk.

14. Cooperator will be charged for retrieval, either by the Company or by the Elevator Maintenance Company for keys or articles dropped down the elevator shaft on a time and materials basis.

15. The Company may retain a pass key to the Apartment. No Cooperator may install any lock or knocker on any door or window of the Apartment except to the extent and in the manner allowed by law and immediately upon making any such installation, Cooperator shall notify the Company or its agent thereof and shall give the Company or its agent a duplicate key thereto. No changes shall subsequently be made to the locks or mechanism thereof without consent of the Company and delivery of duplicate key thereto. Each Cooperator must, upon the termination of the tenancy, return to the Company all keys, either furnished to, or otherwise obtained by such Cooperator from the Company, and in the event of the loss of any keys so furnished, Cooperator shall pay to the Company the cost of replacing them.

16. No awnings, or other projections shall be attached to the outside walls of the building or to the balconies or terraces and no blinds, shades, or guards, shall be attached to or hung in, or used in connection with any window or door of the demised premises without the prior written consent of the Company.

17. No dogs, cats or animals of any kind shall be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by the Company, and such consent, if given, shall be revocable by the Company at any time for good cause. In no event shall any dog or cat be permitted on any passenger elevator or in any public portion of the building unless carried or on a leash, nor on any grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH COOPERATOR IS A MATERIAL REQUIREMENT OF EACH LEASE AGREEMENT. ANY FAILURE OF COOPERATOR TO OBEY THIS RULE AND REGULATION SHALL BE DEEMED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION OF THE COMPANY UNDER THIS AGREEMENT, AND THE COMPANY MAY ELECT TO END THIS LEASE BASED UPON SUCH VIOLATION.

ISSUE #1

18. No outside radio, CB or television aerial installment shall be made without the written consent of the Company. Any aerial erected on the roof, balcony, terrace or exterior walls of the building without the consent of the Company in writing, may be removed by the Company without notice at the expense of Cooperator.

19. The Chronic Non-Payment Rule shall be a guiding principal in which the Board will exercise its fiduciary duty and will bring to bear the cooperative board’ s powers for the common good and general interest of the corporation. The Chronic Non-Payment Rule will be administered evenly and across the board in fairness to everyone. There will not be adverse selection or favoritism.

It has been determined that there are certain actions by the residents of the development that constitute not only breaches of the law, the lease and/or the rules and regulations of the Development, but have constituted and will continue to constitute a substantial loss to the cooperative and the residents of the Development involving their health, safety and the financial ability of the cooperative to maintain itself. The Board of Directors has found that it is in the best position to decide whether or not the actions on the part of the residents are such that should cause the termination of their tenancy. Therefore, the Chronic Non-Payment Rule will be applied to chronic delinquency in payment of carrying charges and chronic legal proceedings involving a particular shareholder or his apartment involved in non-payment.

Procedures:

MARKUP #1 · CONFLICTS WITH FED LAW

BOARD & COUNSEL REVIEW

Sec. d (p. 14): Blanket ban, sub-1-meter size cap, or prior approval requirement on satellite dishes or antennas is preempted by federal FCC OTARD regulations.

Statutory / Legal Reference: 47 C.F.R. § 1.4000 (FCC OTARD Rule)

Statutory Comparison: The FCC Over-the-Air Reception Devices rule (47 C.F.R. § 1.4000, as expanded by the 2021 OTARD Report and Order, FCC 21-10) preempts community association restrictions that prohibit, charge application fees for, require prior architectural approval for, or impose sub-1-meter (39.37-inch) diameter caps on the installation, maintenance, or use of television broadcast antennas, direct-broadcast satellite dishes 1 meter or less in diameter, and fixed wireless broadband antennas (including hub and relay antennas) situated on property within the exclusive use or control of the owner/tenant.

CURRENT WORDING IN DOCUMENT:

No outside radio, CB or television aerial installment shall be made without the written consent of the Company. Any aerial erected on the roof, balcony, terrace or exterior walls of the building without the consent of the Company in writing, may be removed by the Company without notice at the expense of Cooperator.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Provided that this restriction shall not prohibit or require prior approval for any owner or occupant installing an antenna, fixed wireless broadband hub/relay device, or satellite dish of one meter (39.37 inches) or less in diameter within areas under the owner's or occupant's exclusive use or control, in accordance with FCC OTARD regulations (47 C.F.R. § 1.4000).