



## **REPAIR AND RENNOVATION RULES AND GUIDELINES**

This information has been compiled by the board to clarify when shareholders are responsible for apartment repairs AND to clarify when permission to do repair/renovation work is required by the board.

### **WHEN BOARD NOTIFICATION OF REPAIR/RENNOVATION IS REQUIRED:**

1. If you are doing *any* work with a contractor  
OR
2. If you are doing work without a contractor that is within your walls, floors, ceiling, or on any of the exposed plumbing, gas, or electrical system components.

Failure to notify the board in part or in full will result in fines, penalties, and/or the forfeiture of your renovation security deposit. These rules are designed to protect all of our shareholders from damage to the building and to prevent uninsured situations that threaten all of our financial stake in the building.

### **Co-Op vs. SHAREHOLDER RESPONSIBILITY:**

The board is often asked what repairs are the responsibility of the co-op, and what others are the responsibility of the shareholder. The proprietary lease spells out the following:

#### Co-Op Responsibility

Common Areas of Building  
 Common Machinery (Boiler, etc.)  
 Sidewalks, Gardens, Grounds  
 Pipes within walls, floors, ceilings  
 Conduits within walls, floors, ceilings  
 Electrical behind the junction box  
 Windows, panes and frames  
 Sashes and sills  
 Entrance/Terrace doors, frames, saddles

#### Shareholder Responsibility

Interior paint  
 Paint interior of windows, sashes, sills  
 Fixtures, equipment, appliances within apt.  
 Through-the-wall air conditioners  
 Exposed pipes attached to fixtures within apt.  
 Shareholder-installed pipes & conduit  
 within walls, floor, ceiling that are non-standard

The above is pulled from the following parts of the proprietary lease:

Paragraph 2 of Proprietary Lease:

"The lessor shall at its expense keep in good repair all of the building including all of the apartments, the sidewalks and courts surrounding the same, and its equipment and apparatus except those portions the maintenance and repair of which are expressly stated to be the responsibility of the Lessee..."

Paragraph 18 of Proprietary Lease:

"...the Lessee shall keep the interior of the apartment (including interior walls, floors and ceilings, but excluding windows, window panes, window frames, sashes, sills, entrance and terrace doors, frames and saddles) in good repair, shall do all of the painting and decorating required for his apartment, including the interior of window frames, sashes and sills, and shall be solely responsible for the maintenance, repair and replacement of plumbing, gas and heating fixtures and equipment, and such refrigerators, dishwashers, removable and through-the-wall air-conditions, washing machines, ranges and other appliances, as may be in their apartment. Plumbing, gas, and heating fixtures as used herein shall include exposed gas, steam and water pipes attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which the Lessee may install within the wall or ceiling, or under the floor, but shall not include gas, steam, water, or other pipes or conduits within the walls, ceilings or floors or air conditioning or heating equipment which is part of the standard building equipment. The Lessee shall be solely responsible for the maintenance, repair, and replacement of all lighting and electrical fixtures, appliances, and equipment, and all meters, fuse boxes or circuit breakers and electrical wiring and conduits from the junction box at the riser into and through the Lessee's apartment..."

