

Pet Policy and Registration

Autumn 2020

32 Gramercy Park South Pet Policy and Registration

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32 Gramercy Park Owners Corp. Pet Policy

One of the many privileges accompanying the ownership or rental of a home at 32 Gramercy Park South is the ability to maintain a pet. As a matter of practice, the Board will typically approve pets under the following conditions; provided however that the Board retains the right, in its sole discretion, to refuse to permit pets on a case by case basis for any reason, and that any such approval previously granted may be rescinded by the Board in its sole discretion. It is important to remember that pet owners share the common hallways, lobbies and our carefully landscaped grounds with other owners/renters. By adhering to the guidelines below, pet owners can fully ensure a peaceful co-existence with their neighbors and help to keep 32GPS the unique home that it is.

- Please refer to Exhibit III: House Rule #13 which in summary states *only one (1) dog is permitted per household unit. A maximum of two (2) dogs are permitted per household that comprises two or more units.* Further, dogs generally will not be allowed if when fully mature they normally exceed sixty (60) pounds in weight <u>per household</u>. The following breeds (full or mixed) are prohibited regardless of size: Doberman Pincher, Pit Bull Terrier and Rottweiler.
- Pets must be carried or maintained on a leash at all times when they are outside the home when in the hallways, lobbies, interior (courtyard) and exterior grounds.
- Pets are restricted from all areas of the roof.
- Dog walkers may only take two (2) dogs at a time within the building.
- Pets must not create unusual disturbances. This includes, but is not limited to, excessive barking.
- Pet litter is not to be disposed of in toilets, as this can lead to severe clogs. Litter must be double-bagged and disposed of in the compactor chute and is not to be left in the compactor room at any time.

If a shareholder or resident is planning to either adopt or purchase a new pet, the Bylaws state that permission must first be expressly given in writing by the Board of Directors on behalf of the Corporation. In order to obtain the Board's permission, the resident is asked to **complete Exhibit I: Pet Registration and Acknowledgement Form (the "Reg Form")** as application for approval by the Board. The Reg Form should be submitted to:

Greenthal Management Attn: Desi Ndreu 551 Fifth Ave 5th Floor New York, New York 10176 212-340-9398 eFax 212-447-1662 dndreu@greenthal.com

If approved, the Managing Agent will send the prospective owner the **Animal Letter Agreement**, a sample of which is attached as Exhibit II. Keep this for your files as the Reg Form and the Agreement together bind all parties.

32 Gramercy Park Owners Corp. Pet Policy

Lastly, in addition to the Cooperative's pet policy, pet owners are reminded to abide by the New York City's local ordinances requiring dog owners to leash their pets; to pick up after them in all areas common to the general public, and to properly dispose of waste. Also please be mindful of neighboring homes in the area by curbing pets at street side.

If you have any questions regarding the above, please see your superintendent Artur Avoricani or Greenthal account executive Victor J Kavy.

Exhibit I 32 Gramercy Park South Pet Registration and Acknowledgement Form

Date:	
Reside	nt(s):
Apartm	nent:(the "Apartment")
I(we) a	cknowledge the following:
1.	I (we) may keep an animal in the Apartment only if I (we) are granted prior written permission to do so from Greenthal Management (the "Managing Agent") on behalf of 32 Gramercy Park Owners Corp. (the "Corporation" or "Lessor"). A form of the Animal Letter Agreement ("the Agreement"), (Exhibit II) will be returned to me and serve as confirmation of approval.
2.	I (we) agree to comply with all applicable provisions of the House Rules and Proprietary Lease as may be amended from time to time with regard to the maintaining pets.
3.	If I as Resident am not the Shareholder of the Apartment, I have obtained approval from the Shareholder for the applicable pet. <i>[please attach approval correspondence with unit owner]</i> .
4.	I (we) agree no animals shall be raised, bred or kept in the Apartment or in the common areas of the building by me (us) or anyone occupying the Apartment other than those for which specific permission is granted in the Agreement.
5.	If it is necessary for the Corporation to enforce the Agreement, I (we) further agree:
	 (i) to pay all costs of such enforcement, including, without limitation, reasonable attorneys' fees, whether or not an action or proceeding is commenced, and that all such costs shall be deemed Rent as that term is defined in the Proprietary Lease; (ii) in addition to any other remedies which may be available to the Corporation, the rights of the Corporation under the Agreement may be enforced by injunctive relief or specific performance; and
	 and (iii) any service of process to enforce the rights of the Corporation under this Agreement may be served on me (us) by registered or certified mail, return receipt requested, postage prepaid, addressed to the me (us) at <i>32 Gramercy Park South</i>, <i>Apt</i>, <i>New York</i>, <i>NY 10003</i> and that such service shall be deemed personal service.
6.	I (we) will need to request the Corporation's permission to obtain or keep any replacement, additional or other animal in the Apartment and it shall be within the Corporation's sole discretion to grant or deny such permission.
7.	My (our) failure or refusal to comply with any provision of this document and the Agreement shall be deemed a nuisance and objectionable conduct within the meaning of the Proprietary Lease and the House Rules of the Corporation.
8	Only one (1) dog is permitted per household unit. A maximum of two (2) dogs are permitted per

Exhibit I 32 Gramercy Park South Pet Registration and Acknowledgement Form

DOG	САТ	BIRD	OTHER
BREED:	BREED:	BREED:	BREED:
COLOR/MARKINGS:	COLOR/MARKINGS:	COLOR/MARKINGS:	COLOR/MARKINGS:
AGE:	AGE:	AGE:	AGE:
NAME:	NAME:	NAME:	NAME:
WEIGHT:	WEIGHT:	WEIGHT:	WEIGHT:

I (we) have read, understand and hereby acknowledge that I (we) have received a copy of the 32 Gramercy Park Owners Corp. Pet Policy and permission is being granted in accordance with the cooperatives House Rules and I and members of my household promise to fully comply, including being held responsible for any damage or injury caused by my/our pet(s). I (we) acknowledge that the permission by the Lessor to keep any animal in the Apartment, is revocable at any time, at the Lessor's sole option and within its discretion. If permission is revoked for any reason, I (we) agree to promptly and permanently remove such animal from the Apartment.

ACKNOWLEDGED AND AGREED:

Resident:			
Date:			

Resident:	
Date:	

I have reviewed the above pet registration form and approve this pet.

Artur Avoricani – 32 Gramercy Park South Resident Manager Date:

Exhibit II Sample of Animal Letter Agreement

Note: The following letter or similar form thereof will be sent to the pet owner as confirmation of the approval.

ON LETTERHEAD OF THE MANAGING AGENT Date:

Resident(s):

Apartment: _____(the "Apartment")

Dear _____

I write as agent for 32 Gramercy Park Owners Corp. (the "Lessor"), to advise you that the Lessor has granted you permission to keep your animal(s) as described in the previously submitted or attached *Pet Registration and Acknowledgement Form (the "Reg Form")*. This letter serves as written confirmation of permission.

Permission granted to you by the Lessor to keep your animal in the Apartment, is revocable at any time, at the Lessor's sole option and within its discretion. As stated in the Reg Form, permission is being granted in accordance with the cooperatives House Rules. *Only one (1) dog is permitted per household unit. A maximum of two (2) dogs are permitted per household that comprises two or more units.* The Reg Form further states agreement to comply with all applicable provisions of the House Rules and Proprietary Lease with regard to your animal(s), as same may be amended from time to time.

Managing Agent

Date:

Exhibit III 32 Gramercy Park Owner Corp. House Rule # 13

No bird or animal shall be kept in the building unless the Lessor expressly permits the same, in each instance; such permission shall be revocable by the Lessor. *Only one (1) dog is permitted per household unit. A maximum of two (2) dogs are permitted per household that comprises two or more units.* In no event are dogs permitted on elevators or public portions of the building unless carried or on a leash. No pigeons or other birds or animals shall be fed from the windowsills, terraces, balconies or other public portions of the building, or on the sidewalk or street adjacent to the building. Please see the <u>32 Gramercy</u> Park Owners Corp. Pet Policy for further restrictions.

Amended October 2020