

2550 INDEPENDENCE AVE. OWNERS CORP.
2550 INDEPENDENCE AVENUE
BRONX, NY 10463

APPLICATION FOR APPROVAL OF SALE OF COOPERATIVE APARTMENT

A non – refundable application processing fee payable to Hudsoncrest Properties Inc. must be paid by the applicant(s) and submitted with this application.

Payment must be by Certified Check or Bank Check or Money Order.

The Application Processing Fee is \$450 for a single applicant or a married couple.

If the couple is not married, the Processing Fee is \$450 each (total \$900).

All questions must be answered. The application should be returned to:

2550 Independence Ave Owners Corp. c/o Hudsoncrest Properties Inc.
5683 Riverdale Avenue
Suite 203
Riverdale, NY 10471
ATTN: Dawn Martin

Packages can be submitted as either:

(8) eight sets of all papers OR
(4) four sets of all papers AND (1) one digital copy
NO DOUBLE-SIDED COPIES!!!

Please note: All copies must be single sided, collated and each category must be stapled for each individual set and in the order listed below for submission to the Board of Directors.

Incomplete packages will not be processed.

Incomplete packages will only be returned to the applicant upon request.

Please be advised that the processing procedure can take up to ten (10) business days from the time Hudsoncrest receives ALL required documents and the application is considered complete.

NON – REFUNDABLE FEES TO BE COLLECTED AT CLOSING FROM THE SELLER:

- **Administrative Fee of \$725.00 payable to Hudsoncrest Properties Inc.**
- **Maintenance up to the date of closing payable to 2550 Independence Ave. Owners Corp.**

All checks from the seller must be either certified, attorney escrow, or bank checks.

Financial Guidelines

1. Maintenance, monthly mortgage payments, and all other debt payments should not exceed 38% of the purchaser's gross monthly income.
2. All names should be identical on the bank application, mortgage commitment letter and the building's purchase application. The Bank Recognition Agreement must use the Aztec form.
3. Purchase Price: must be equal to or greater than the appraised value
4. Flip Tax: 10% of profit
5. Financing: minimum 10% down payment
6. Sublet Fee: 10% of rental, payable semi-annually.

Purchase Package:

The following items should be included in the package sent to the prospective buyer:

1. Seller's request for sale and assignment
2. Purchase Application form including statement of assets, liabilities, and net worth (balance sheet)
3. Credit Release Authorization
4. Emergency Contact Form
5. Move-in Guidelines
6. Statement that Homeowners Insurance is required
7. Transfer Fee/Flip Tax Calculation Form
8. Request Form to be put on the parking list (to be submitted at Closing).
9. Smoking Policy
10. Lead Based Paint Laws
11. Terrace Usage Rules
12. Backyard and Community Garden Rules
13. Backyard and Community Garden Waiver
14. Parking Rules and Policies
15. House Rules and penalties for violation

The following items should be verified by the Resale Department before the package is sent to the Board for review:

1. Employer, length of employment, and current salary
2. Prior landlord (going back at least 2 years)
3. Appraisal Report
4. 4 References: 2 Personal and 2 Business, for all adults residing in the apartment

The following items should be included in the package sent to the Board for approval:

1. Seller's request for sale and assignment
2. Purchase Application form including statement of assets, liabilities, and net worth (balance sheet)
3. Credit Release Authorization (by Purchaser)
4. Contract of Sale, fully executed by BOTH Purchaser and Seller
5. Emergency Contact Form (by Purchaser)
6. Move-In Guidelines (signed by Purchaser)
7. Backyard and Community Garden Waiver (signed by Purchaser)
8. Bank Recognition Agreement (**must** be Aztec Form—supplied by bank **after** Board approval)
9. Complete Bank Statements for three (3) months. Please circle each monthly credit card payment.
10. Current pay stubs covering a 30-day period.
11. Federal Tax Returns (**entire return**) for the past two (2) years with applicable (W-2's).
If self-employed, applicable business returns in addition to personal returns.
12. 12 Months cancelled rent checks – front and back.
13. 12 Months cancelled rent checks – front and back.
14. Bank Commitment and Bank Application
15. Appraisal

NOTE: All adult residents of apartment must appear at the interview.

PART I

This form must be completed by the prospective seller (present tenant).
If shares are presently owned by more than one person, Part I should be signed by each seller.
A copy of the contract of sale is to be provided by the Seller.

Note: The seller must sign this before submitting the application to the management company or the application will not be processed.

DATE _____

TO Board of Directors:

I hereby request the Board of Directors of 2550 Independence Ave. Owners Corp. to approve an assignment of the propriety lease for Apartment No. _____ at 2550 Independence Avenue and the sale of _____ shares to the applicant named below in Part II. I/We warrant that the purchase price stated in the contract of sale provided herewith is the total price being paid in connection with the sale of shares and/or the apartment, its fixtures, its improvements, and its contents.

Seller's Signature

Seller's Signature

Home Telephone Number

PART II

PART II IS TO BE COMPLETED BY THE PROSPECTIVE PURCHASER(S)/APPLICANT(S).
If the applicant presently resides at 2550 Independence Avenue and is a tenant-stockholder, the applicant may omit answers to questions 18-21 inclusive.

PLEASE MAKE SURE YOUR ANSWERS WILL PHOTOCOPY LEGIBLY.

1. Applicant's Name: _____

2. Date of Birth: _____

2A. Social Security #: _____

3. Home Address: _____

4. Home Telephone Number: _____

5. Name and Address of Employer (provide verification letter from employer):

5A. Business Telephone Number: _____

5B. Occupation: _____

6. Co-Applicant's Name: _____

7. Date of Birth: _____

7A. Social Security: _____

8. Co-applicant's Home Address: _____

9. Co-applicant's Home Telephone Number: _____

10. Name and Address of Co-applicant's employer (provide verification letter from employer):

10a. Co-applicant's Business Telephone Number: _____

10b. Co-applicant's Occupation: _____

11. Estimated Annual Income from Occupation (s): _____

12. Will you live in the apartment as your primary residence? _____

13. When will you move in? _____

14. Do you intend to use the apartment to any extent for professional or business purposes?
If, so, please state full details:

15. Applicant's family consists of: (If there are any children, give ages.) _____

16. Please list name, relationship and age of each person who will reside with you in the apartment:

| <u>Name</u> | <u>Relationship</u> | <u>Age</u> |
|-------------|---------------------|------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

17. Financial References:

List two references – provide documentation:

1. Name _____

2. Address _____

1. Name _____

2. Address _____

18. Present Landlord:

Name: _____

Address: _____

Dates of Occupancy: From _____ to _____

Rent: _____

18A. Previous Landlord (if at present residence less than five years):

Name: _____

Address: _____

Dates of Occupancy: From _____ to _____

Rent: _____

Please have present landlord send letter of reference directly to managing agent, related to your payment of rent, maintenance of apartment or house, complaints by neighbors.

19. Personal References

1. Name: _____

Address: _____

2. Name: _____

Address: _____

Please have each reference send a letter of recommendation directly to the managing agent.

20. If you know any persons presently residing at 2550 Independence Avenue, please list their names:

21. Schools and colleges attended by applicant, co-applicant and members of family. List class and degree in each case:

22. Address of all additional residences owned or leased:

23. Are any pets to be kept in the apartment? _____

24. List exact name or names in which shares are to be owned and lease to apartment is to be issued:

25. Applicant's Attorney's Name: _____

Address: _____

Telephone Number: _____

26. Real Estate Agent's Name: _____

Address: _____

Telephone Number: _____

Real Estate Agent/Broker's Fee: _____

27. Do you intend to do any renovations or make any improvements to the apartment?
If so, please state general nature and approximate cost.

28. How do you intend to pay for the apartment? _____

29. If you intend to finance part of the purchase price with a loan, please state lender,
amount of loan and monthly payment.

30. Are you a party in any litigation? If so, please state the circumstances. _____

31. Have you ever been sued for not paying a bill? If so, please state the circumstances.

32. Are there any outstanding tax liens against you? If so, please state the circumstance.

33. Are there any other liens outstanding against you? If so, please state the circumstance.

34. Have you ever been turned down for a loan or a credit card? If so, please explain.

35. List total estimated monthly payments for apartment for first year (including
maintenance, co-op loan, utilities) and total sources of estimated monthly income.

Estimated Monthly Payments: _____

Estimated Monthly Income: _____

36. Will you have homeowners insurance as of the date of the closing? _____

37. Please list amount of life insurance.

Applicant: _____ Co-applicant: _____

38. Please list weekly benefit of disability insurance.

Applicant: _____ Co-applicant: _____

**BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY
PRECEDING DATE OF APPLICATION**

ASSETS

- | | |
|--|-----------------|
| 1. CASH | \$ _____ |
| 2. CHECKING ACCOUNTS | \$ _____ |
| 3. SAVINGS ACCOUNTS, MONEY FUNDS | \$ _____ |
| 4. TOTAL CASH, BANKS AND MONEY FUNDS | \$ _____ |
| 5. MARKETABLE SECURITIES (furnish cover sheet showing balance of most recent statement for any major account) | \$ _____ |
| 6. LIFE INSURANCE NET CASH VALUE (list below) | \$ _____ |
| 7. SUBTOTAL LIQUID ASSETS | \$ _____ |
| 8. NON-MARKETABLE SECURITIES (list below) | \$ _____ |
| 9. REAL ESTATE OWNED (list below) | \$ _____ |
| 10. VESTED INTEREST IN RETIREMENT FUND | \$ _____ |
| 11. NET WORTH OF BUSINESS OWNED | \$ _____ |
| 12. AUTOMOBILES/PLEASURE BOATS (list below) | \$ _____ |
| 13. MARKET VALUE OF FURNITURE & PERSONAL PROPERTY | \$ _____ |
| 14. NOTES RECEIVABLE | \$ _____ |
| 15. OTHER ASSETS (explain below) | \$ _____ |
| 16. TOTAL ASSETS (explain below) | \$ _____ |

NOTES:

Please number explanatory material in this notes section to correspond to numbers on the statement above.

**BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY
PRECEDING DATE OF APPLICATION**

LIABILITIES

- | | |
|--|----------|
| 17. INSTALLMENT DEBT PAYABLE (list below) | \$ _____ |
| 18. OTHER UNSECURED LOANS (list below) | \$ _____ |
| 19. REAL ESTATE LOANS & MORTGAGES (list below) | \$ _____ |
| 20. AUTOMOBILE/BOAT LOANS (list below) | \$ _____ |
| 21. OTHER SECURED LOANS (list below) | \$ _____ |
| 22. OTHER LIABILITIES (explain below) | \$ _____ |
| 23. TOTAL LIABILITIES | \$ _____ |
| 24. NET WORTH (assets minus liabilities) | \$ _____ |

NOTES:

Please number explanatory material in this notes section to correspond to numbers on the statement above.

**ESTIMATED BALANCE SHEET FOR LAST DAY OF MONTH
FOLLOWING CLOSING ON APARTMENT**

ASSETS

- | | |
|--|-----------------|
| 1. CASH | \$ _____ |
| 2. CHECKING ACCOUNTS | \$ _____ |
| 3. SAVINGS ACCOUNTS, MONEY FUNDS | \$ _____ |
| 4. TOTAL CASH, BANKS AND MONEY FUNDS | \$ _____ |
| 5. MARKETABLE SECURITIES (furnish cover sheet showing the balance of most recent statement for any major account) | \$ _____ |
| 6. LIFE INSURANCE NET CASH VALUE (list below) | \$ _____ |
| 7. SUBTOTAL LIQUID ASSETS | \$ _____ |
| 8. NON-MARKETABLE SECURITIES (list below) | \$ _____ |
| 9. REAL ESTATE OWNED (list below) | \$ _____ |
| 10. VESTED INTEREST IN RETIREMENT FUND | \$ _____ |
| 11. NET WORTH OF BUSINESS OWNED | \$ _____ |
| 12. AUTOMOBILES/PLEASURE BOATS (list below) | \$ _____ |
| 13. MARKET VALUE OF FURNITURE & PERSONAL PROPERTY | \$ _____ |
| 14. NOTES RECEIVABLE | \$ _____ |
| 15. OTHER ASSETS (explain below) | \$ _____ |
| 16. TOTAL ASSETS (explain below) | \$ _____ |

**ESTIMATED BALANCE SHEET FOR LAST DAY OF MONTH
FOLLOWING CLOSING ON APARTMENT**

LIABILITIES

| | |
|--|----------|
| 17. INSTALLMENT DEBT PAYABLE (list below) | \$ _____ |
| 18. OTHER UNSECURED LOANS (list below) | \$ _____ |
| 19. REAL ESTATE LOANS & MORTGAGES (list below) | \$ _____ |
| 20. AUTOMOBILE/BOAT LOANS (list below) | \$ _____ |
| 21. OTHER SECURED LOANS (list below) | \$ _____ |
| 22. OTHER LIABILITIES (explain below) | \$ _____ |
| 23. TOTAL LIABILITIES | \$ _____ |
| 24. NET WORTH (assets minus liabilities) | \$ _____ |

NOTES:

Please number explanatory material in this notes section to correspond to numbers on the statement above.

CREDIT RELEASE FORM
HUDSONCREST PROPERTIES INC.
5683 RIVERDALE AVENUE- SUITE 203
RIVERDALE, NY 10471
Phone: 718-796-5022 FAX: 718-796-5026

| | |
|---|---|
| <p>APPLICANT</p> <p>Name _____</p> <p>Date of Birth _____ S.S. # _____</p> | <p>SPOUSE/ CO- APPLICANT</p> <p>Name _____</p> <p>Date of Birth _____ S.S. # _____</p> |
| <p>APPLICANT RESIDENCY</p> <p>Present Address: Apt #: _____ City: _____ State: _____ Zip: _____ Home Tel.: _____ Monthly Rent: _____ Date From _____ to _____ Utilities Included? _____</p> <p>Present Landlord's Name: _____ Landlord's Address: City: _____ State: _____ Zip: _____ Date: From _____ to _____ Landlord's Telephone # _____</p> <p>Has a Landlord ever sued for non-payment of rent or repossession? _____</p> | <p>SPOUSE/ CO- APPLICANT</p> <p>Present Address: Apt #: _____ City: _____ State: _____ Zip: _____ Home Telephone: _____ Monthly Rent: _____ Date from _____ to _____ Utilities Included? _____</p> <p>Present Landlord's Name: _____ Landlord's Address: City: _____ State: _____ Zip: _____ Date: From _____ to _____ Landlord's Telephone # _____</p> <p>Has a Landlord ever sued for non-payment of rent or repossession? _____</p> |
| <p>APPLICANT EMPLOYMENT</p> <p>Present Employer Address _____ City _____ State _____ Zip _____ Tel # _____ Supervisor _____ Position _____ Annual Salary _____ Employment Date: From _____ to _____</p> <p>Previous Employer (If less than 1 yr) Address _____ City _____ State _____ Zip _____ Tel # _____ Supervisor _____ Position _____ Annual Salary _____ Employment Date: From _____ to _____</p> <p>Other Monthly Income _____ Source _____ (Alimony, Assets, Child Support, Social Security, Unemployment, Veterans Supplement, etc.)</p> | <p>CO- APPLICANT EMPLOYMENT</p> <p>Present Employer Address _____ City _____ State _____ Zip _____ Tel # _____ Supervisor _____ Position _____ Annual Salary _____ Employment Date: From _____ to _____</p> <p>Previous Employer (If less than 1 yr) Address _____ City _____ State _____ Zip _____ Tel # _____ Supervisor _____ Position _____ Annual Salary _____ Employment Date: From _____ to _____</p> <p>Other Monthly Income _____ Source _____ (Alimony, Assets, Child Support, Social Security, Unemployment, Veterans Supplement, etc.)</p> |

Proposed Occupants including children (other than those listed above):

| Name | Date of Birth | Relationship to Applicant | Income (if applicable) |
|-------|---------------|---------------------------|------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Are you now in the Service or dependent of servicemember? _____

This application is made subject to the approval of the Board of Directors and may be, without designating cause, be disapproved by them, it being agreed that any such disapproval shall not be considered a reflection upon the applicant. This application is to be made part of the lease entered into by the applicant and the landlord. The truth of the information contained herein is essential and if the aforementioned property deems any answer or statement herein to be false or misleading it shall be considered that any lease granted by virtue of this application may be canceled at their option. I/We hereby authorize Hudsoncrest Properties, Inc. to use any consumer reporting, credit bureau, or other investigative agencies employed by such, to investigate the references herein listed or statements or other data obtained from me or from any other person pertaining to my employment history, credit, prior tenancies, character, general reputation, personal characteristics. And mode of living, to obtain a consumer report and such other credit information which may result thereby and to disclose and return such information to the owner/agent listed above in support of this application. I have been advised that I have the right under section 606B of the Fair Credit Reporting Act to make a written request, within reasonable time, for a complete and accurate disclosure of the nature and scope of any investigation.

Signature of Applicant

Signature of Co- Applicant

EMERGENCY CONTACT FORM

NAME _____

APT # _____

HOME NUMBER _____

between the hours of _____ and _____

WORK NUMBER _____

between the hours of _____ and _____

CELL NUMBER _____

ALTERNATE ADDRESS

EMERGENCY CONTACT

Name: _____

Relationship _____

Address: _____

Phone: _____

*between the hours of * _____ and _____

**2550 Independence Ave. Owners Corp.
2550 Independence Avenue
Bronx, New York 10463**

Move-In Guidelines

I HEREBY ACKNOWLEDGE THE FOLLOWING:

- 1. No moving is allowed on weekends or holidays.**
- 2. Moving is permitted from 9 am to 5 pm.**
- 3. No moving of Large Items across the lobby.**
- 4. \$500.00 Deposit by certified check or bank check payable to 2550 Independence Ave. Owners Corp. is required for moving in or out.**
- 5. Building Superintendent must be notified in advance of moving date.**
- 6. Nothing can be moved into the apartment by the purchaser prior to closing.**
- 7. Purchasers should add their names to the Parking Waiting List at closing.**
- 8. Sublets are not eligible for a parking space.**

VIOLATION OF ANY HOUSE RULE WILL BE SUBJECT TO A FINE

Applicant Signature

Co-Applicant Signature

Apartment Number



HUDSONCREST PROPERTIES INC

5683A Riverdale Avenue | Suite 203 | Riverdale, New York 10471

Office: (718)-796-5022

Fax: (718)-796-5026

hcprealty.com

To Prospective Purchaser(s):

Please be advised that if this sale is approved you must arrange for co-op homeowners insurance and proof of same must be provided at closing.

HUDSONCREST PROPERTIES INC.



FOR SELLER TO COMPLETE

**RESALE TRANSFER FEE – FLIP TAX
2550 Independence Avenue Owners Corp.
COMPUTATION OF PROFIT/TRANSFER FEE**

NAME: _____

APT. _____

SELLER PRICE \$ _____

ORIGINAL PURCHASE PRICE \$ _____

BROKER’S COMMISSION (MAX. 6%) \$ _____

ATTORNEY’S FEE (MAX. \$1,000.00) \$ _____

CLOSING FEE (MANAGEMENT) \$ _____

STOCK TRANSFER TAX (\$0.05 PER SHARE) \$ _____

SUBTOTAL: \$ _____

10% OF PROFIT EQUALS TRANSFER FEE \$ _____

2550 Independence Avenue
The Burton

Parking List Request

Apt: _____

Date: _____

Please place me on the parking waiting list:

Indoor parking waiting list _____

Outdoor parking waiting list _____

I do not want to be placed on either list at this time _____

print name

print name

signature

signature

Contact information for when a space becomes available:

Email: _____

Phone: _____

**2550 INDEPENDENCE AVE. OWNERS CORP.
2550 INDEPENDENCE AVENUE
RIVERDALE, N.Y. 10463**

**Smoking Policy
2550 Independence Ave. Owners Corp.
ADOPTED AS OF APRIL 4, 2018**

Purpose: In order to comply with recent NYC law, the Board of Directors of 2550 Independence Ave. Owners Corp. (the “Corporation”) has adopted the policy below with respect to smoking in and around the building and property owned by the Corporation with an address at 2550 Independence Avenue, Bronx, New York, and made this Smoking Policy a part of the House Rules.

For the purposes of this policy:

1. The term “smoking” includes, but is not limited to, inhaling, exhaling, burning, carrying or creating any smoke from any lighted cigar, cigarette, pipe, or any form of lighted object or device, including E-cigarettes (vaping) or any other electronic cigarette or device or any other lighted tobacco, plant product or synthetic product intended for inhalation or any other items or materials that may be smoked, whether such substance is a legal substance or an illegal substance.
2. The term “Common Areas” means the entire property owned by the Corporation, except for the individual apartments, but including, without limitation, all areas of the lobby, recreation or multi-purpose rooms, hallways, laundry rooms, stairs and staircases, elevators, terraces or balconies appurtenant to apartments (except if any such terrace or balcony is incorporated into the apartment as an interior space), roof areas, garage roof areas and any decks thereon, fitness and exercise rooms, children’s playrooms, playgrounds, sidewalks on the Corporation’s building and property, any garage or parking areas (whether indoor or outdoor) owned by the Corporation, rear yard areas and grass, landscaped and garden areas on and around the Corporation’s property.

The Smoking Policy:

A. Smoking is prohibited in all Common Areas within the interior of the Corporation’s building and on the Corporation’s property outside the Building, and as required by all applicable laws. No shareholder or occupant of the building shall smoke, or permit smoking by any occupant, agent, tenant, business invitee, guest, friend or family member in any Common Areas whatsoever nor shall smoking be permitted in any manner outside of the window frame of any window. It is noted that any such smoking in Common Areas, is also a violation of applicable New York Law.

B. Smoking of a legal substance within an apartment is permitted, subject to compliance with applicable New York State and New York City laws and codes, although discouraged as a policy matter. Any smoking in an apartment is subject to the prohibitions and restrictions contained in the Corporation's Proprietary Lease and House Rules which restrict shareholders from causing or permitting unreasonable odors from emanating from their apartments and or from causing or creating or permitting a nuisance to other Cooperative residents of the building.

C. Pursuant to applicable law, any shareholder who desires to sell or sublease an apartment must provide the prospective purchaser or subtenant with a copy of this Smoking Policy and attach a copy of the Smoking Policy as an exhibit to any contract of sale or sublease.

D. The Board of Directors has and maintains the authority and power to enact rules and regulations which it deems necessary to enforce this Smoking Policy, in accordance with the applicable provisions of the Proprietary Lease and House Rules.



February 22, 2000

NOTICE TO ALL SHAREHOLDERS

**RE: Federal and New York City
Lead Based Paint Laws**

Pursuant to recently enacted legislation, all Owners of vacant apartments due to resale (transfer) or sublet and apartments submitting alteration packages in which walls will be scraped and painted or demolished will be required to follow the below procedures:

- 1) All apartments in the above paragraph area subject to Federal Law and New York City Local Law 38. the contractor or shareholder must submit an affidavit that they have followed both the Federal and New York City Local Law 38 requirements (copy of affidavit attached).
- 2) Hudsoncrest Properties dba Goodman Management will be using an independent third party company (ALC Environmental) to perform visual inspections (as per Local Law 38) to determine if peeling paint exists and dust wipe sampling to ensure that there isn't any lead dust present in each dwelling before occupancy. This will be done in accordance with all Federal, State and City Regulations. This special group rate price of \$125.00 per report will be charged to each purchasing shareholder. Please make your check payable to ALC Environmental. Payment is required at the closing for Resale transfers or as part of your sublet or alteration package.

Violation of Lead Based Paint Law can lead to substantial monetary penalties.

We appreciate your cooperation in complying with the new laws.

Sincerely yours,
HUDSONCREST PROPERTIES., INC.

By: _____
Arthur Meltser, Managing Agent

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

The undersigned, either the Owner of Record or contractor retained by the Owner of Record, for Apartment ____ at 2550 Independence Avenue, Riverdale, NY does hereby certified that he/it has complied with all federal, state and/or city regulations (including but not limited to Local Law 38) pertaining to lead-based paint.

The undersigned further indemnifies and holds the Corporation 2550 Independence Ave. Owners Corp. and the Managing Agent, Hudsoncrest Properties dba Goodman Management co., Inc. harmless from and against any and all damages, costs, expenses, losses or liabilities incurred by the Corporation, the Managing Agent or any of its Officers and Directors resulting from a misrepresentation or breach of the foregoing.

Sworn to before me this
day of _____

Terrace Use and Maintenance (also see House Rules section 1 items (f) and (j))

- (a) Nothing may be placed on the terrace that will penetrate through the coatings.
Care shall be taken to avoid unnecessary abrasion of the terrace coatings. For example, metal lawn furniture or other objects shall not be dragged across the floor. Plastic or rubber glides must be placed on the bottom of the legs of all chairs, tables, etc.
- (b) No indoor/outdoor carpeting, tile, or any other type of flooring material shall be placed over the Sika Balcony Coating, since flooring material retains moisture and will negatively affect the top-coat portion of the system and void the warrantee. Any flooring material that is installed over the coating will be removed by the Apartment Corporation at the resident's expense.
- (c) During periods of snow and ice, residents shall not use metal ice scrapers or snow shovels. Soft bristle brooms may be used to sweep the snow off the terrace surface.
- (d) Residents may not use chemicals to clean the terrace. Chemicals may discolor and/or attack the coating. The floor coating may be cleaned by using mild liquid cleaner and warm water applied with a soft bristle scrub brush.
- (e) Residents shall not allow pets to defecate or urinate on the terrace surfacing since it may discolor and/or attack the coating.
- (f) Residents shall not paint any surface of the terrace, including the underside of the upper terrace or the brick.
- (g) If a resident notices any damage, it should be brought to the attention of the Superintendent and the Managing Agent as soon as possible.
- (h) Residents will be held responsible for any violation of these use and maintenance rules and/or for any action they take that voids the terrace warrantees.

Terrace Enclosures

- (a) No terrace may be enclosed without the prior written consent of the Board of Directors. Detailed plans of the proposed work must be provided to the Managing Agent for review and approval by the Board of Directors in accordance with the Co-op's alteration policy. The enclosure and its installation must conform to the New York City Building Code as well as any other mandatory codes or guidelines. If required, the work must be submitted to the NYC Department of Buildings (DOB) for a work permit by the resident's architect or contractor, and all enclosures must be approved by the DOB.
- (b) The installation of the enclosure shall not adversely affect the drainage of the terrace.
- (c) If unobstructed access to the terrace is required by the Co-op to perform maintenance, repair or replacements, the terrace enclosure must be removed at the resident's expense.
- (d) Residents will be held responsible for any violation of the terrace enclosure rules and/or any voiding of the warrantees.

2550 INDEPENDENCE AVE. OWNERS CORP.
2550 INDEPENDENCE AVENUE
BRONX, NY 10463

COMMUNITY GARDEN

It is that time of year again! We are glad people are using the backyard garden!

We have a limited number of plots in the backyard available for planting.

For those who already have a plot(s), that plot is still yours. You must start planting by mid-May or your plot could be given to someone else. If you do not plan to use your plot anymore, please notify Management immediately. Attached is the garden layout so you can see which plot is yours and which are available. For those interested in a plot for the first time they are on a first come, first serve basis, so please notify management if you are interested.

Only one plot per household is authorized. If any plots are unassigned, you may request an additional plot. However, please be reminded that if additional residents would like to utilize a plot, then those who have multiple plots may lose their extra one. You will be notified if you will lose one of your spots and would be required to clear it out.

The rules for the use of the backyard and garden are attached.

If you do not currently have a garden plot and would like one, please contact Jasmine Coles at Hudsoncrest Properties Inc. by phone at 718-796-5022 ext. 219 or by email at jasmine.c@hcrealty.com.

If you have any questions regarding this, please contact Jasmine.

RULES for USE of BACKYARD and COMMUNITY GARDEN

Backyard

1. The backyard area will be open for quiet enjoyment by the residents of the building from April 1 to November 30 every year, except it will be closed whenever there is snow or ice on the ground.
2. The area will be open during the following hours:
Monday – Thursday: 9:00 a.m. – 9:00 p.m.
Friday: 9:00 a.m. – 10:00 p.m.
Saturday and Sunday: 11:00 a.m. – 10:00 p.m.
3. Use of the area is intended for activities such as reading, picnicking, and quiet conversation.
4. Residents should be mindful of noise, cleanliness, and safety when using the area.
5. Children 14 years of age and under must be supervised by an adult.
6. Noise should be kept to a minimum and devices such as radios, TVs, MP3 players, etc. should always be used with headphones so they are not audible to others.
7. A covered garbage pail will be provided which will be emptied by the Doorman before going off shift. All residents using the area should clean up after themselves.
8. No pets.
9. No smoking.
10. No sports, ball playing, frisbees, etc.
11. Residents should make sure the door locks behind them when entering the lobby if there is no Doorman on duty.

Community Garden

1. An area in the northeast corner of the backyard is set aside as a community garden.
2. Gardeners must enter the community garden area through the north parking lot entrance. Please be mindful of the cars near the gate.
3. Gardeners may plant vegetables, fruits, and flowers.
4. Each gardener is responsible for the maintenance and upkeep of his or her garden plot. Watering, weeding, harvesting and any other garden related maintenance are all the responsibility of the gardener. Gardeners may arrange for other gardeners to water their plots.
5. Children 14 years of age and under are welcome in the garden but must be accompanied by an adult and must be supervised at all times.
6. Each gardener must complete a Waiver of all Claims form before any work in the garden can begin.
7. Garden plots should be cared for at least once a week. If any plot remains unattended for more than three weeks, that plot is subject to reassignment if there is a waiting list.
8. The application of herbicides (weed killers) to the garden plots is prohibited.
9. Assignment of garden plots will be awarded by a lottery system.
10. Gardeners may harvest vegetables, fruits, and flowers from their garden only.
11. At the end of the growing season, gardeners are responsible for clearing their plot of all plant material and leaving the plot as they found it in the spring.
12. Plot sizes are to be approximately two feet by four feet staked out by the Co-op and labeled with the gardener's name.
13. Plots must have been planted by May 15 of each year or be forfeited to someone on the waiting list.

14. All paths and plots must be kept free of trash, grass, weeds, etc., by the plot holders.
Gardeners must box and bag any trash from his or her plot and dispose of it in the north side garbage shed.
15. No trees or perennials should be planted.
16. Crops must be harvested once they are mature.
17. If a gardener wants someone to work his or her plot or pick vegetables when he or she is sick or away, the gardener should give that person a signed note.
18. After the last frost, all dead plants, weeds, and stakes must be removed from the plot.
19. All gardeners must keep plants in their own plots. They should not let plants or weeds creep into the aisles or into a neighbor's plot.
20. All gardening tools and equipment must be stored in the gardener's apartment.

The Board of Directors reserves the right to amend these rules or rescind the gardening privilege for any or all residents at the Board's discretion.

2550 Independence Ave. Owners Corp.
Backyard/Community Garden Waiver

Print Name(s) _____

Apartment: _____

I, _____ have reviewed, understand, and agree to abide by the rules and regulations of 2550 Independence Ave. Owners Corp. (the "Corporation") relative to use of its Backyard/Community Garden and understand that use of the Backyard/Community Garden may be denied if policies or rules are not followed.

I understand that my use of the Backyard/Community Garden is voluntary and I do so, and permit members of my family, co-occupants of my apartment and my guests to do so at my own and their own risk. To the extent I participate in the use of the Community Garden, I understand that gardening is a potentially hazardous activity and hereby agree to expressly assume and accept all risks associated with gardening and the use of the Community Garden including, but not limited to, those caused by terrain, facilities, soil conditions, temperature, physical exertion, insect/rodent exposure, chemical exposure and actions of other people.

In consideration of my being permitted, and my family members, co-occupants of my apartment and any of my guests being permitted to use and access the Backyard/Community Garden, I hereby agree on behalf of myself, and on behalf of any other person to whom I provide access to the Backyard/Community Garden, to waive, release, forever discharge and hold harmless 2550 Independence Ave. Owners Corp., its officers, directors, agents and employees from and against any and all responsibilities and liability for injuries (including death), damages or loss (to personal property or otherwise), including claims or causes of action, resulting from or arising from the use of or any activities relating to the use of the Backyard/Community Garden.

Signature

Date

Signature

Date

*2550 INDEPENDENCE AVENUE OWNERS CORP.
2550 INDEPENDENCE AVENUE
BRONX, NY 10463*

April, 2018

**PARKING RULES & POLICIES
AS AMENDED APRIL 1, 2017
With Reference to HOUSE RULES as amended April 4, 2018**

Following are the rules and policies related to parking at 2550 Independence Ave. Owners Corp.

Calendar Month Basis

All parking rentals are on a calendar month basis, with no prorating.

Registration and Insurance

All cars must have a valid registration and insurance.

One Space per Apartment

Each apartment may have only one parking space.

If more than one parking space was assigned to an apartment at the time of conversion to a Co-op on May 10, 1984, those additional spaces are grandfathered to that apartment until the apartment is sold by the shareholder, transferred through inheritance, or until the tenant moves out of an apartment that is owned by the Holder of Unsold Shares.

Shareholders with Two Apartments

If a shareholder owns two separate apartments that are not physically connected, the shareholder may have one space for each apartment. The residents of one apartment may park in the space assigned to the other apartment.

Shareholders with Combined Apartments

- If a shareholder is combining two apartments, he/she must take out one kitchen. Then it becomes one apartment.
- If a shareholder only makes an entrance between two apartments with a four-hour fire-rated door, then it remains two apartments.

The rule that each apartment may have only one parking space applies to apartments that have been combined into one apartment, and therefore, the combined apartment is only entitled to one parking space.

Parking Waiting List

- If a shareholder on the Parking Waiting List turns down a permanent space twice, then the shareholder must move to the bottom of the waiting list. If the Board of Directors determines that the shareholder's car is too big to fit in the available space, then it will not count as the shareholder turning down the space.
- Effective April 1, 2017, if a shareholder is on a parking waiting list and does not have a car at the time he/she would be offered a space, then the shareholder is skipped until such time as he/she owns a car and a space becomes available.

Sublet of Parking Spaces

- A shareholder may sublet his/her parking space to the next person on the Parking Waiting List for the amount of the monthly rental paid by the shareholder to the Apartment Corporation.
- A shareholder may not make private arrangements to sublet the space.
- A shareholder may not allow someone from another apartment to use the parking space except on an occasional basis.
- A resident may not park in the space assigned to another apartment except on an occasional basis.

Relinquishing Your Car

Effective April 1, 2017, if you have a space but give up your car in the future, and do not get a car within 90 days, you must either sublet to the next person on the waiting list or give up your space.

Family Sublets

The following rules apply in cases where a family member(s) moves into a shareholder's apartment and resides there in lieu of the shareholder (informally referred to as a "family sublet").

- The new resident cannot use the parking space assigned to the shareholder.
- If the shareholder has a parking space assigned to the apartment, the shareholder has the following 4 options:
 - continue to use the parking space for his/her personal car
 - give up the parking space
 - sublet the parking space to the next person on the Parking Waiting List
 - leave the parking space vacant and unused
- If the shareholder does not have a parking space:
 - The substitute family resident may go on the bottom of the Parking Waiting List upon moving into the apartment.
 - If the shareholder moves back into the apartment and wants a parking space, the shareholder may take the family sublessee's space or place on the waiting list.

Shareholders in Arrears

No shareholder will be entitled to rent a new parking space or to relocate to a different parking space unless he/she is current in all payments due to the apartment corporation and has not been more than 30 days late on more than one payment in the past 12 months

Transfer of Ownership of Apartments

- Parking spaces revert back to the Apartment Corporation for reassignment upon the sale of any apartment.
- The following rules apply to parking spaces in these special situations where a transfer of ownership of the stock and proprietary lease has occurred but no arm's length sale has taken place:
 1. A surviving spouse that is not named on the stock certificate but inherits the stock and retains the apartment is entitled to keep one parking space if he/she continues to live in the apartment. Any additional spaces revert back to the Apartment Corporation.
 2. A child or parent or sibling who inherits the stock is entitled to keep one parking space once the transfer of ownership has been approved by the Board of Directors and provided the inheritor will occupy the apartment as his/her primary residence or resides in another apartment in the building as his/her primary residence. Any additional spaces revert back to the Apartment Corporation.
 3. A shareholder who buys an additional apartment in the building may transfer one parking space from the original apartment to the new apartment before selling the original apartment as long as there is no time during which the person is not a shareholder. Any additional spaces revert back to the Apartment Corporation.
 4. If a shareholder obtains approval from the Board of Directors to sublet his/her apartment and does not continue to use the parking space for his/her personal use during the term of the sublet, then he/she must either sublet any parking spaces(s) to the next person(s) on the Parking Waiting List, or relinquish the space(s), or leave it vacant.
 5. In all other cases where the ownership of the apartment is changed as the result of a sale or inheritance, the parking space reverts back to the Apartment Corporation and is assigned to the next person on the Parking Waiting List. This applies even if the seller moves into another apartment in the building which he or she does not own.

North Side Outdoor Parking Lot

- On the right side facing into the parking lot, there is no parking in the fire lane next to the building. Standing for a maximum of 15 minutes is allowed for loading or unloading packages.
- On the left side next to the trees, there is no parking at any time.

Parking Rules from House Rules Section 12

- (a) Residents will abide by all rules adopted, posted, or disseminated from time to time by the Board of Directors with regard to the garage and the driveways.
- (b) Vehicles may not be illegally parked blocking access to the building, driveways, or other parking spaces.
- (c) Any resident renting a parking space in the indoor garage or either of the outdoor parking lots must abide by the rules and regulations set forth by the Board of Directors. These include but are not limited to:
 - (i) The resident may not permit any person to park any vehicle in a space other than the vehicle assigned to that space, other than on an occasional basis. The resident may not charge a fee for the occasional exceptions.
 - (ii) The resident may not use the space for storage of any property other than the vehicle assigned to that space and a shopping cart.
 - (iii) The resident may not keep more than one vehicle in any parking space at any time.
 - (iv) Vehicles may not be parked in any other part of the garage or parking lots except the designated parking spaces.
 - (v) The resident may not block access to any parking space.

Penalties for Violation of Parking Rules and Policies

- 1st offense: You receive a warning letter from the Managing Agent
- 2nd offense: \$50 penalty
- 3rd offense \$100 penalty
- 4th offense: You lose your parking space. You may go back onto the bottom of the parking waiting list after a 3-month waiting period.

NOTICE TO ALL SHAREHOLDERS September 10, 2012
Re: CLARIFICATION OF LATE PAYMENT POLICY

In order to preserve the financial integrity of the Cooperative, the Board of Directors reminds all shareholders that the following policy for late payments has been in effect since May 18, 1998. **The 5th paragraph with regard to the procedure for obtaining a parking space after the shareholder has been in good standing for 12 consecutive months has been clarified.**

1. All payments are due on the first day of the month.
2. Payments received by the Managing Agent after the 15th day of the month will be subject to a late fee of \$25.00.
3. Payments outstanding after 45 days will be subject to an additional late fee of \$50.00 for that month and every month thereafter.
4. All late charges will be considered additional maintenance and must be paid.
5. If the shareholder remains in arrears after the 45th day, the privilege of renting a parking space will be immediately revoked. Any space(s) rented by the shareholder must be vacated on the last day of that calendar month. **The shareholder's name will be removed from any and all waiting lists. After the shareholder has paid all amounts in arrears and has remitted all payments on time for 12 consecutive months, the shareholder may reapply to the Managing Agent for a parking space and will be placed at the bottom of the waiting list.** Shareholders are reminded that the renting of a parking space is a privilege which will only be afforded to shareholders in good standing.
6. If the shareholder remains in arrears, the Managing Agent is obligated by the shareholder's Recognition Agreement to inform the shareholder's lending institution of the total arrearage. The Cooperative will also request the lending institution to pay the arrears including late and legal charges. If the shareholder does not have a mortgage, the Managing Agent will request the Cooperative's Attorney to commence a foreclosure proceeding.
7. Partial payments will be applied to the oldest item(s) first.
8. Exceptions for extenuating circumstances will be considered by the Board of Directors if the situation is discussed with the Managing Agent before the shareholder falls into arrears.

*2550 INDEPENDENCE AVE. OWNERS CORP.
2550 INDEPENDENCE AVENUE
RIVERDALE, NY 10463*

June 13, 2017

Dear Resident:

Attached is a copy of the revised House Rules for 2550 Independence Avenue. They apply to all residents (shareholders, tenants, and subtenants) and visitors to the building. They are intended to provide for the safe, clean, and orderly operation of the building while also insuring that everyone's rights are protected.

Please read them carefully.

Unfortunately, some residents do not voluntarily abide by these rules, resulting in the infringement upon the rights of other residents. Therefore, the Board of Directors has found it necessary to institute the following penalties for violation of any House Rules:

- 1st violation: You will receive a warning letter from the Managing Agent.
- 2nd violation: You will receive a fine of \$50.00.
- 3rd violation: You will receive an additional fine of \$100.00.
- 4th violation: You will receive an additional fine of \$200.00 and the matter will be referred to the Apartment Corporation's attorney for legal action.
- You will receive an additional fine of \$250.00 for each additional offense.

The building staff is responsible for enforcing these House Rules and is required to advise the Managing Agent of any violators.

The Board of Directors and Managing Agent sincerely hope that we will all respect our neighbors and voluntarily abide by these House Rules making the penalties for enforcement unnecessary.

Thank you all for your cooperation.

Board of Directors
2550 Independence Ave. Owners Corp.

**2550 INDEPENDENCE AVE. OWNERS CORP.
2550 INDEPENDENCE AVENUE
RIVERDALE, NY 10463**

**House Rules
(as amended September 5, 2018)**

1. Use of Public Areas and Exteriors

- (a) The public halls and stairways of the building must not be obstructed or used for any purpose other than entrance into and exit from the apartments in the building.
- (b) Children must not play in the public halls, lobby, stairways, laundry rooms, elevators, indoor and outdoor parking lots, or any other public areas of the building. No one is permitted on the roof except in emergencies.
- (c) Residents may not sit in the lobby for prolonged periods of socialization or distract the doormen from their duties.
- (d) Public halls of the building may not be decorated or furnished by any resident in any manner.
- (e) Tricycles, bicycles, scooters, or similar vehicles, baby carriages, or shopping carts are not allowed to stand in the public halls or passageways of the building.
- (f) Articles may not be placed in the halls or on the staircase landings. Nothing may be hung or shaken from the windows, terraces, or balconies, or placed upon the outer window sills or fire escapes of the building.
- (g) Satellite dishes may not be attached to or hung from the exterior of the building, nor placed on the roof of the building without the prior written approval of the Managing Agent.
- (h) Awnings may not be used in or about the building and nothing may be projected out of the window of the building without the prior written approval of the Managing Agent.
- (i) Signs, notices, or advertisements may not be inscribed or exposed on or at any window or other part of the building without the prior written approval of the Managing Agent.
- (j) Residents may not install any plantings on the terraces, balconies, or garage roof without the prior written approval of the Managing Agent. It is the responsibility of the resident to maintain any permitted plant containers in good condition, and keep the drains free from obstructions.

2. Smoking

- (a) The term “smoking” includes, but is not limited to, inhaling, exhaling, burning, carrying or creating any smoke from any lighted cigar, cigarette, pipe, or any form of lighted object or device, including E-cigarettes (vaping) or any other electronic cigarette or device or any other lighted tobacco, plant product or synthetic product intended for inhalation or any other items or materials that may be smoked, whether such substance is a legal substance or an illegal substance.
- (b) The term “Common Areas” means the entire property owned by the Corporation, except for the individual apartments, but including, without limitation, all areas of the lobby, recreation or multi-purpose rooms, hallways, laundry rooms, stairs and staircases, elevators, terraces or balconies appurtenant to apartments (except if any such terrace or balcony is incorporated into the apartment as an interior space), roof areas, garage roof areas and any decks thereon, fitness and exercise rooms, children’s playrooms, playgrounds, sidewalks on the Corporation’s building and property, any garage or

- parking areas (whether indoor or outdoor) owned by the Corporation, rear yard areas and grass, landscaped and garden areas on and around the Corporation's property.
- (c) Smoking is prohibited in all Common Areas within the interior of the Corporation's building and on the Corporation's property outside the Building, and as required by all applicable laws. No shareholder or occupant of the building shall smoke, or permit smoking by any occupant, agent, tenant, business invitee, guest, friend or family member in any Common Areas whatsoever nor shall smoking be permitted in any manner outside of the window frame of any window. It is noted that any such smoking in Common Areas, is also a violation of applicable New York Law.
 - (d) Smoking of a legal substance within an apartment is permitted, subject to compliance with applicable New York State and New York City laws and codes, although discouraged as a policy matter. Any smoking in an apartment is subject to the prohibitions and restrictions contained in the Corporation's Proprietary Lease and House Rules which restrict shareholders from causing or permitting unreasonable odors from emanating from their apartments and or from causing or creating or permitting a nuisance to other Cooperative residents of the building.
 - (e) Pursuant to applicable law, any shareholder who desires to sell or sublease an apartment must provide the prospective purchaser or subtenant with a copy of this Smoking Policy and attach a copy of the Smoking Policy as an exhibit to any contract of sale or sublease.
 - (f) The Board of Directors has and maintains the authority and power to enact rules and regulations which it deems necessary to enforce this Smoking Policy, in accordance with the applicable provisions of the Proprietary Lease and House Rules.

3. Use of Terraces

- (a) Terrace Maintenance and Usage (also see House Rules section 1 items (f) and (j))
 - (i) Nothing may be placed on the terrace that will penetrate through the coatings. Care shall be taken to avoid unnecessary abrasion of the terrace coatings. For example, metal lawn furniture or other objects shall not be dragged across the terrace surface; plastic or rubber glides must be placed on the bottom of the legs of all chairs, tables, etc.
 - (ii) Indoor/outdoor carpeting, tile, or any other type of flooring material, shall not be placed over the Sika Balcony Coating. Flooring material retains moisture, and will negatively affect the top-coat portion of the system and void the warrantee.
 - (iii) During periods of snow and ice, residents must avoid the use of metal ice scrapers or snow shovels. Soft bristle brooms may be used to sweep the snow off the terrace surface.
 - (iv) Residents may not use chemicals to clean the terrace. Chemicals may discolor and/or attack the coating. The floor coating may be cleaned by using mild liquid cleaner and warm water applied with a soft bristle scrub brush.
 - (v) Residents shall not allow pets to defecate or urinate on the terrace surfacing since it may discolor and/or attack the coating.
 - (vi) Residents shall not paint any surface of the terrace, including the underside of the upper terrace or the brick.
 - (vii) If a resident notices any damage, it should be brought to the attention of the superintendent and the Managing Agent as soon as possible.
 - (viii) Any flooring material that is installed over the coating will be removed by the Apartment Corporation at the resident's expense. Residents will be held

responsible for any violation of the maintenance and usage rules and/or any voiding of the warranties.

(b) Terrace Enclosures

- (i) If a resident wishes to enclose the terrace, detailed plans must be provided to the Managing Agent for review and approval by the Board of Directors. If required, the work must be submitted to the NYC Department of Buildings (DOB) for a work permit by the resident's architect or contractor, and all enclosures must be approved by the DOB. An Alteration Agreement, in the form then required by the Apartment Corporation, shall be required with respect to any approved enclosure work.
- (ii) The installation of the enclosure shall not adversely affect the drainage of the terrace.
- (iii) The installation of the enclosure must conform to the New York City Building Code as well as any other mandatory codes or guidelines and the requirements of the Apartment Corporation and its architect and/or engineer.
- (iv) If necessary to allow for unobstructed future maintenance work on the terraces, the enclosure must be removed at the resident's expense.
- (v) Residents will be held responsible for any violation of the terrace enclosure rules and/or any voiding of the warranties.

4. Use of Backyard and Community Garden

(a) Use of Backyard

- (i) The backyard area will be open for quiet enjoyment by the residents of the building from April 1 to November 30 every year, except it will be closed whenever there is snow or ice on the ground.
- (ii) The area will be open during the following hours:
Monday – Thursday: 9:00 a.m. – 9:00 p.m.
Friday: 9:00 a.m. – 10:00 p.m.
Saturday and Sunday: 11:00 a.m. – 10:00 p.m.
- (iii) Use of the area is intended for activities such as reading, picnicking, and quiet conversation.
- (iv) Residents should be mindful of noise, cleanliness, and safety when using the area.
- (v) Children 14 years of age and under must be supervised by an adult.
- (vi) Noise should be kept to a minimum and devices such as radios, TVs, MP3 players, etc. should always be used with headphones so they are not audible to others.
- (vii) A covered garbage pail will be provided which will be emptied by the Doorman before going off shift. All residents using the area should clean up after themselves.
- (viii) No pets.
- (ix) No smoking.
- (x) No sports, ball playing, frisbees, etc.
- (xi) Residents should make sure the door locks behind them when entering the lobby if there is no Doorman on duty.

(b) Use of Community Garden

- (i) An area in the northeast corner of the backyard is set aside as a community garden.
- (ii) Gardeners must enter the community garden area through the north parking lot entrance. Please be mindful of the cars near the gate.
- (iii) Gardeners may plant vegetables, fruits, and flowers.
- (iv) Each gardener is responsible for the maintenance and upkeep of his or her garden plot. Watering, weeding, harvesting and any other garden related maintenance are all the responsibility of the gardener. Gardeners may arrange for other gardeners to water their plots.
- (v) Children 14 years of age and under are welcome in the garden but must be accompanied by an adult and must be supervised at all times.
- (vi) Each gardener must complete a Waiver of all Claims form before any work in the garden can begin.
- (vii) Garden plots should be cared for at least once a week. If any plot remains unattended for more than three weeks, that plot is subject to reassignment if there is a waiting list.
- (viii) The application of herbicides (weed killers) to the garden plots is prohibited.
- (ix) Assignment of garden plots will be awarded by a lottery system.
- (x) Gardeners may harvest vegetables, fruits, and flowers from their garden only.
- (xi) At the end of the growing season, gardeners are responsible for clearing their plot of all plant material and leaving the plot as they found it in the spring.
- (xii) Plot sizes are to be approximately two feet by four feet staked out by the Co-op and labeled with the gardener's name.
- (xiii) Plots must have been planted by May 15 of each year, weather permitting, or be forfeited to someone on the waiting list.
- (xiv) All paths and plots must be kept free of trash, grass, weeds, etc., by the plot holders. Gardeners must box and bag any trash from his or her plot and dispose of it in a trash receptacle.
- (xv) No trees or perennials should be planted.
- (xvi) Crops must be harvested once they are mature.
- (xvii) If a gardener wants someone to work his or her plot or pick vegetables when he or she is sick or away, the gardener should give that person a signed note.
- (xviii) After the last frost all dead plants, weeds and stakes must be removed from the plot.
- (xix) All gardeners must keep plants in their own plots. They should not let plants or weeds creep into the aisles or into a neighbor's plot.
- (xx) All gardening tools and equipment must be stored in the gardener's apartment.
- (xxi) The Board of Directors reserves the right to amend these rules or rescind the gardening privilege for any or all residents at the Board's discretion.

5. Use of Garage Roof

- (a) An area of twenty feet (20') by ten feet (10') has been designated for the use of each apartment that has direct access to the garage roof. No resident, visitor, or pet may walk on, or in any way use, any other part of the garage roof except for emergency egress from the apartment.

- (b) Use of the garage roof must conform with any and all rules and regulations required to comply with the garage roof warranty issued by the manufacturer and rules and regulations that may from time to time be adopted by the Board of Directors. Such rules and regulation currently include, but are not limited to the following, which shall serve as a guide:
- (i) A protective layer of eco vent drainage mat, provided by the manufacturer Soprema, Inc., must be placed on top of the roof surface covering the area designated for use by each apartment.
 - (ii) If a resident wishes to erect a wooden deck on all or part of the designated area on top of the eco vent drainage mat, detailed plans must be provided to the Managing Agent for review and approval by the Board of Directors and the Apartment Corporation's architect. If required, the work must be submitted to the NYC Department of Buildings (DOB) for a work permit by the resident's architect or contractor, and must be approved by the DOB. An Alteration Agreement, in the form then required by the Apartment Corporation, shall be required with respect to any work, and written approval of the Apartment Corporation must be obtained before any work begins. This includes certification by the Apartment Corporation's architect that the load is applied to the roof in such a manner as to not damage same or void the manufacturer's warrantee.
 - (iii) The installation of a deck must conform to the New York City Building Code as well as any other mandatory codes or guidelines and the requirements of the Apartment Corporation and its architect and/or engineer.
 - (iv) If necessary to allow for unobstructed future maintenance work on the garage roof, the deck must be removed by the resident in a timely manner, at the sole cost and expense of the resident, as may be specified in a written notice from the Apartment Corporation or its managing agent. A resident who fails to timely remove a deck as required shall be held responsible for all costs and expenses, including, without limitation, attorneys' fees and expenses, arising from such failure or incurred by the Apartment Corporation to cause removal of the deck.
 - (v) Residents may not hang anything from, or attach anything to, the outside of any deck or its railing.
 - (vi) Residents will be held responsible for any violation of the garage roof use rules and/or any voiding of the warranty.
 - (vii) No pets or animals are permitted on any part of the garage roof.
 - (viii) Residents may not install any plantings on any garage roof decks without the prior written approval of the Managing Agent. It is the responsibility of the resident to maintain any permitted plant containers in good condition. Residents may not install any plantings directly on the garage roof.

The foregoing rules are not all of the terms and conditions that may or shall be applicable to the installation of any deck. In all cases the installation of any deck shall remain subject to the approval of the Apartment Corporation and the terms and conditions imposed in the then form Alteration Agreement and the requirements of the Apartment Corporation's architect and/or engineer. Nothing contained in these rules shall be deemed to be a consent by the Corporation to the installation of any particular deck.

6. Garbage Disposal

The following rules must be observed with respect to compactor rooms and chutes:

- (a) Garbage and refuse from the apartments must be disposed of in accordance with the New York City recycling rules. All recyclable items must be washed before disposal.
- (b) Throwing empty paint cans or any other flammable or highly combustible substances into the compactor rooms or chutes is unlawful and the offender is subject to a penalty. These items must be given to the superintendent, handyman, or porter for proper disposal.
- (c) All garbage must be well drained and wrapped in plastic bags that will not drip or burst while being transported to and deposited into the compactor chute. It also must be packaged so that it will not come apart in its descent into the basement equipment.
- (d) Vacuum cleaner bags and kitty litter trays must not be emptied directly into the compactor chute. Such dirt or powdered waste must be securely wrapped or bagged before being deposited into the chute.
- (e) Large cartons, boxes, wood crates, sticks, boards, or other solid matter must be placed in the garbage shed outside the South service entrance. The superintendent must be notified of unusual large items intended for disposal.
- (f) The cost of repairing any damage resulting from misuse of the compactor rooms or chutes will be paid for by the resident who caused the damage.

7. Deliveries and Moving

- (a) Messengers and food deliverers must use the main entrance of the building.
- (b) Furniture, large appliances, and construction materials must be delivered through the service entrances of the building. These deliveries are permitted seven days a week between the hours of 8:00 a.m. and 8:00 p.m...
- (c) Moving in or out of the building is not permitted on Saturdays, Sundays, or holidays. Moving is permitted Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m. and must be arranged for in advance with the Managing Agent and Superintendent.
- (d) The superintendent must be given at least one day prior notice of deliveries and/or moving of household furnishings in or out of the building so that elevator pads may be installed.
- (e) Any damage to the elevator(s) or any parts of the elevator(s) caused by a resident or the resident's agent while moving large objects or household furnishings will be paid for by the resident.

8. Noise

- (a) Residents may not make or permit any disturbing noises or perform any activities which will interfere with the rights, comfort, or convenience of other residents.
- (b) Residents may not play, or permit to be played, any musical instrument in the resident's apartment between the hours of 11:00 p.m. and the following 8:00 a.m. if it disturbs or annoys other occupants of the building.
- (c) Residents may only operate, or permit to be operated, a sound system (such as a radio, television, stereo speakers, etc.) in the resident's apartment between the hours of 11:00 p.m. and the following 8:00 a.m. at such reasonable volume as does not disturb or annoy other occupants of the building.
- (d) Construction or repair work or other installation involving noise may only be conducted in any apartment on weekdays (not including legal holidays) between the hours of 8:00 a.m. and 5:00 p.m. Certain quiet work, such as painting, may be conducted on Saturdays, Sundays, and holidays with the written approval of the Managing Company.

- (e) The floors of each apartment must be covered with rugs or carpeting, or equally effective noise-reducing material, to the extent of at least 80% of the floor area of each room excepting only kitchens, bathrooms, and closets.

9. Pets

- (a) Birds or animals may only be kept or harbored in the building with the written permission of the Managing Agent. Such permission may be revoked by the Managing Agent.
- (b) Dogs are only permitted on elevators or in the public areas of the building when carried or on a leash.
- (c) In no event are dogs permitted to be walked through the main entrance of the building.
- (d) Pigeons or other birds or animals may not be fed from the window sills, terraces, balconies, or in the yard, parking lots, or other public areas of the building, or on the sidewalk or street adjacent to the building.

10. Repairs and Maintenance

- (a) Work order forms are available from the superintendent or the doorman.
 - Residents must submit a work order to the superintendent for repairs and/or maintenance needed in their apartments or in the public areas of the building.
 - If the situation is not rectified within three (3) days, the resident should notify the Managing Agent.
 - If the Managing Agent does not resolve the situation within three (3) business days, the resident should notify the Board of Directors in writing.
- (b) Complaints regarding the service in the building should be made in writing to the Managing Agent.

11. Renovations and Alterations

No renovations or alterations will be permitted in any apartment without the prior written approval of the Managing Agent. Plans, insurance certificates, renovations agreements, etc. will be submitted to the Managing Agent in accordance with the requirements set by the Board of Directors. No work may begin until written approval is obtained from the Managing Agent.

12. Parking

- (a) Residents will abide by all rules adopted, posted, or disseminated from time to time by the Board of Directors with regard to the garage and the driveways.
- (b) Vehicles may not be illegally parked blocking access to the building, driveways, or other parking spaces.
- (c) Any resident renting a parking space in the indoor garage or either of the outdoor parking lots must abide by the rules and regulations set forth by the Board of Directors. These include but are not limited to:
 - (i) The resident may not permit any person to park any vehicle in a space other than the vehicle assigned to that space, other than on an occasional basis. The resident may not charge a fee for the occasional exceptions.
 - (ii) The resident may not use the space for storage of any property other than the vehicle assigned to that space and a shopping cart.
 - (iii) The resident may not keep more than one vehicle in any parking space at any time.

- (iv) Vehicles may not be parked in any other part of the garage or parking lots except the designated parking spaces.
- (v) The resident may not block access to any parking space.

13. Miscellaneous

- (a) Residents may not send any employee of the Apartment Corporation out of the building on any private business of the resident during the employee's regular working hours.
- (b) The Board of Directors has the right to curtail or relocate any space devoted to storage or laundry purposes.
- (c) Residents must provide the Managing Agent or his contractors access to the apartment for the purpose of ascertaining whether measures are necessary to control or exterminate any vermin, insects, or other pests, and for the purpose of taking such measures as may be necessary to remedy the situation.
- (d) The Managing Agent or superintendent must be informed in advance of any group tour, open house, or exhibition of any apartment or its contents. No auction sale may be held in any apartment without the consent of the Board of Directors or the Managing Agent.
- (e) Any consent or approval given under these House Rules by the Board of Directors or the Managing Agent may be revoked at any time.

14. Amendments

These House Rules may be added to, amended, or repealed at any time by resolution of the Board of Directors of the Apartment Corporation.