

# Riveredge Owners Inc.

## Board of Directors

1 David Lane  
Yonkers, NY 10701

October 17, 2008

The Riveredge Board of Directors reviewed the current Riveredge House **Rules** and found that many of the **rules** were outdated and that new **rules** were needed to reflect changes and improvements made to Riveredge.

Please be advised that the Board of Directors has adopted a new set of House **Rules**. Enclosed please find a copy of the newly adopted House **Rules**, which are hereby made a part of your Proprietary Lease. In accordance with Paragraph 13 of the Proprietary lease, your Lease is in all respects made subject to the newly adopted House **Rules** and you agree to comply with the new House **Rules**.

We ask that each shareholder review the new Riveredge House **Rules** carefully. Those shareholders that are subletting their units must also provide a copy of the enclosed House **Rules** to their subtenant.

The enclosed copy of the Riveredge House **Rules** is being provided to you at no charge. However, due to the printing costs, replacement copies will involve a \$10.00 fee. Please note that when you sell your unit it is your responsibility to provide a copy of the House **Rules** to the new owner.



Thank you very much for your cooperation in keeping the Riveredge community a pleasant and safe living environment.

### **Shareholder observation:**

**■** I get the feeling the above item has something to do with “**Rules**”

# Riveredge House Rules



# *Riveredge Cooperative House Rules*

We expect and anticipate everyone will follow and respect our common House Rules

	<b>Page</b>
<b>I. Use of Public Spaces and Common Areas</b>	<b>2 – 3</b>
<b>II. Apartment Units</b>	<b>3 – 4</b>
<b>III. Windows and Terraces</b>	<b>4</b>
<b>IV. Compactor Rooms and Refuse</b>	<b>5</b>
<b>V. Pets</b>	<b>5 – 7</b>
<b>VI. Parking and Vehicle Rules</b>	<b>7 – 9</b>
<b>VII. Health Club</b>	<b>9</b>
<b>VIII. Outdoor/Indoor Pools</b>	<b>9 – 10</b>
<b>IX. Barbeque Area</b>	<b>10 - 11</b>
<b>X. Moving</b>	<b>11</b>
<b>XI. Subleasing</b>	<b>11 - 13</b>
<b>XII. General</b>	<b>13 - 14</b>

# **I. Use of Public Spaces and Common Areas**

1. The public halls and stairways of the building may not be obstructed or used for any purpose other than ingress and egress from the apartments in the building.
2. No smoking is permitted in the following common areas as per the laws of Westchester County: hallways, stairwells, laundry room, health club, indoor pool, or the garages and carports.
3. Children shall not play or run in the public halls, lobby, stairway or elevators.
4. No public hall of the building shall be decorated or furnished by any Lessee in any manner.
5. No sign, notice, stickers, advertisement or illumination shall be inscribed or exposed on or at any window, door, or other part of the building except such as shall have been approved in writing by the Board of Directors or the managing agent.
6. No sign, notice or advertisement may be hung in the elevators. Lessees should use the bulletin boards in the two mailrooms for this purpose.
7. No bicycles, scooters or similar vehicles shall be allowed to enter through the lobby. Baby carriages and the above mentioned vehicles shall not be allowed to stand in the public halls, passageways, or other areas of the building when not in immediate use. Bicycles are to be stored either in the bicycle room or in your apartment, but are not to be stored on the terrace.
8. All deliveries are to be made through the entrance on the B-2 level and only between the hours of 8:00 A.M. to 5:00 P.M. except no deliveries are allowed on Sundays. It is the responsibility of every Lessee to notify the delivery agent of this rule in advance. Notable exceptions to the rule are Fed Ex and UPS.
9. The Lessee/resident shall use available laundry facilities only upon such days during the hours as may be designated by the Lessor or the Managing Agent.
10. With respect to use of any recreation room, public area, or recreational facility, including, but not limited to, the lobby, Health Club, pool, BBQ area, such use shall be at such times and in such manner as the Managing Agent or the Building of the Board of Directors may direct. Use of the lobby requires the consent of the Board of directors and will only be considered for special building events.
11. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
12. Neither the Lessee and/or guest are permitted on the roof.
13. Amenity areas (pools, Health Club, sauna, etc.) are to be utilized for their intended purposes only. Bicycles, skateboards, rollerblades, basketballs, etc. may not be used on the pool deck or parking lots. We reserve the right to deny the use of the amenities to any resident found in violation of any of our policies.
14. Residents under the age of sixteen (16) may not use the Health Club at any time. Children shall not be permitted to loiter or play in the lobby, public halls, stairways, elevators, parking

garages, carports, B1 and B2 levels, roof or about the main entrance as applicable.

## II. Apartment Units

1. Unless expressly authorized by the Board of Directors in writing in each case, the floor of each apartment must be covered with rugs or carpeting, with effective noise-reducing material, to the extent of at least 80% of the floor area of each room except the kitchen, bathrooms, closets and foyer.
2. No Lessee shall make or permit any disturbing noises (including loud verbal exchanges) in the building or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall allow musical instruments, televisions, radios and/or speakers connected to electronic devices to be operated loudly in such Lessee's apartment between the hours of 11:00 P.M. and the 8:00 A.M. the following day if the same shall disturb or annoy any other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 A.M. and 5:00 P.M.
3. Water closets and other water apparatus in the building shall not be used for any other purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other articles be thrown into water closets. The Lessee in whose apartment it shall have been caused shall pay for the cost of repairing any damage resulting from misuse of any water closets or other apparatus. Waterbeds are not permitted.
4. Electric heaters, kerosene heaters or other heaters using combustible materials or fluids are not permitted on the Premises.
5. The agents of the Lessor and/or any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment or to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests. If the Lessor takes measure to control or exterminate carpet beetles, the cost thereof, shall be payable by the Lessee as additional rent.
6. The Board of Directors and the building superintendent must be notified of all plans to remodel an apartment unit. A licensed contractor must do all remodeling. Private arrangement must be made to protect the hall carpeting during remodeling. Any damages to the elevator, carpeting, walls, doorways or any other common property will result in a fine to cover the cost of the damage. Note: The lessee is responsible for the removal of all trash or rubbish, i.e., construction debris resulting from remodeling or improvements. In addition to the cost of removal, an administrative charge will be levied for any trash or rubbish resulting from remodeling or improvements that has not been removed properly.
7. No Unit Owner, lessee, tenant, occupant or member of the family or guest, subtenant (if permitted), agent or employee of a Unit Owner or Lessee (collectively referred to herein as the "Unit Owner") shall permit any work, labor or services of any kind whatsoever, including but not limited to, construction, reconstruction, renovation, repairs, painting, plumbing, electrical, heating or maintenance (collectively referred to herein as the "Work"), to be performed within the Unit Owner's unit by any person, corporation, contractor or entity (collectively referred to herein as the "Contractor") unless and until the Unit Owner receives

written approval for the Work from the Board of Directors of Riveredge Owners, Inc. (referred to herein as the "Cooperative").

8. Written authorization for such Work shall not be granted by the Cooperative unless and until a written agreement is executed, which contains terms specified from time to time, by the Cooperative. This agreement must be executed by the Unit Owner and the Contractor and submitted to the Cooperative for its review and execution. Each of the provisions of the Agreement is deemed to be for the exclusive benefit and protection of the Cooperative. The Unit Owner and Contractor may agree to such other and further matters as they deem proper so long as they do not affect any of the clauses set forth herein for the benefit of the Cooperative.

### **III. Windows and Terraces**

1. The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or Managing Agent to clean the windows, such cleaning may be done by the Lessor which shall have the right by its officers or authorized agents, to enter the apartment for such purpose and to charge the cost of cleaning to the Lessee.
2. Bathing suits, towels or rugs, etc. may not be hung from your terrace. Mops, clothes, rugs, etc. may not be shaken from terraces or windows. Dirt debris and/or water may not be swept over the edge of any terrace. Cigar, cigarettes and other objects shall not be thrown from any window or terrace. Planters or flower boxes are not permitted on the edges of the terrace or window nor hung over the terrace. Clothing drying on terraces is prohibited. No household appliances, mechanical equipment, barbeques, bicycles, mops, brooms or trash are to be kept on terraces.
3. No awnings, window air conditioner units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the Managing Agent, nor shall anything be projected out of any window of the building without similar approval.
4. When displayed, patriotic items such as the American Flag must be fully contained on the Lessee's terrace and may not be attached to and may not hang over the terrace railing.
5. No radio, television antenna or satellite dish shall be attached to or hung from the exterior of the building without prior written approval of the Board of Directors or the Managing Agent.
6. Any plantings on terraces shall be contained in boxes of wood lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace or balcony surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water.
7. Absolutely no grilling is permitted on terraces either with charcoal, electric, or gas grills. Doing so presents a risk of fire and is a violation of the law, subject to severe fines as per Yonkers' fire codes.
8. Terraces are not to be used as additional storage for your unit. No storage containers may be placed on the terraces for these purposes.

## **IV. Compactor Rooms and Refuse**

There is a compactor room on each floor for the disposal of garbage and light trash. Wrapped garbage must be deposited in the chutes and the door to the chute kept closed after each use. The following rules must be observed with respect to the compactor room and refuse:

1. All garbage is to be securely wrapped in drip proof bags that will easily fit into the compactor chute. Under no circumstances shall any glass, aerosol cans, empty paint cans, glass containers or any flammable, explosive or highly combustible substance be thrown into the compactor.
2. Special containers are provided for recyclable items i.e., plastic cans, glass items. They are clearly marked and must be used accordingly. Newspapers, cartons, boxes, crates, hangers, sticks of wood, clothing or other solid bulky items must not be stuffed into the compactor chute. They must be placed neatly on the shelf above the containers for recyclable items.
3. Open vacuum bags are never to be emptied into the compactor chute. Such dust and dirt, etc., should be wrapped in a securely tied bag and then placed in the compactor chute. Used cat litter is not to be placed in the compactor chute, but should be placed in the dumpster.
4. Furniture items such as desks, chairs, beds, mattresses, sofas, appliances, etc. are not to be left anywhere on the premises for disposal including the B-2 area. You are responsible for the removal of these items at your own cost in addition to the cost of having it removed. Large cardboard boxes that are not broken down are to be brought to B-2 (N) level and left in the designated space in the carport to the side of the entrance.

## **V. Pets**

1. Dogs and cats shall be allowed to be kept on the premises provided that the pet owner has received written approval from the Board of Directors in advance. Any resident desiring to own a dog is to make written application for approval, through the Managing Agent, to the Board of Directors. If permission is granted, the resident must post a deposit of \$500 (interest bearing) per pet with the Managing Agent and the pet owner agrees to maintain a Personal Liability Insurance Policy with a minimum coverage of \$250,000.
2. Only one (1) dog shall be kept in an apartment at any one time and only two (2) cats shall be allowed to be kept in an apartment at any one time.
3. The number of dogs allowed in the building at any one time shall be limited to no more than one dog in an apartment and up to no more than fifteen percent (15 %) of the total number of apartments in the building may harbor a dog at any one time.
4. When a dog dies or is no longer kept in an apartment for any reason, in the event the shareholder intends to obtain a new dog, the shareholder must obtain the prior written approval from the Board of Directors and the shareholder shall be subject to all of the limitation set forth in this House Rule.
5. Wait list and process for pets.
  - i. If and when the maximum number of dogs allowable has been reached, the Managing Agent shall establish a wait list of shareholders who wish to keep a dog in their

apartment.

- ii. Any shareholder who desires to obtain a dog must give written notice to the Managing Agent asking to be placed on the pet waiting list.
  - iii. Upon receipt of the proper written notification, the shareholder's name will be placed on the bottom of the wait list and the shareholder will be notified of his or her particular assigned number on the list maintained by the management company.
  - iv. When an opening in the allowable number of pets occurs, the shareholder at the top of the wait list will be notified in writing. The shareholder shall then have sixty (60) days from that notice date to find an acceptable dog and submit the required application for approval.
  - v. Within the sixty (60) day period, the shareholder must submit all required documents and licenses and pay all required deposits.
  - vi. In the event a shareholder fails to find an acceptable dog and/or submit all required documents, licenses and deposits within the sixty (60) day period, the shareholder's application to keep a dog shall be automatically disapproved and the shareholder's name shall be placed on the bottom of the pet wait list.
  - vii. The Board of Directors is not able to accept incomplete applications and will not review applications pending receipt of all required documents and deposits.
6. The following rules apply to all owners of pets, regardless of the date the pet was introduced to the building:
- i. All dogs must be licensed by the State of New York and a current copy of the license is to be registered with the Managing Agent. A fine will be imposed for expired licenses if the Managing Agent does not receive a copy of the renewed license within one month of the expiration date.
  - ii. Dogs and/or cats anywhere in the public areas of the building and grounds must be kept on a leash and under control.
  - iii. Dogs and/or cats shall enter and exit the building through the B1 and B2 levels only. They may not enter through the lobby except during extreme weather conditions, such as an ice storm.
  - iv. Dogs and or/cats shall be walked only in the following areas: (1) Dudley Street to the north, (2) in the wooded areas south of the stone wall on the southerly end of the premises, (3) on the aqueduct trail to the west of the premises, and (4) See attached map.
  - v. No dog may be walked where the building has landscaped the property, e.g. where trees, shrubs or flowers have been planted.
7. Deductions may be made from the owner's deposit for violation(s) of the foregoing rules. The deductions will be \$25 for the first infraction, \$50 for the second, \$100 for the third and each following occurrence. The Shareholder will be required to deposit additional monies to maintain the deposit of \$500.00 after any such deduction.



8. No pigeons or other birds or animals (e.g. deer, cats, etc.) shall be fed from the window sills, terraces, balconies or in the yard or of the public portions of the building, or from the street or property adjacent to the building.
9. Habitual dog barking or loud animal noises will not be tolerated and shall be grounds for the removal of the dog or offending animal from the premises.
10. It shall be the responsibility of all pet owners to immediately clean up any "accidents" caused by their pets and to dispose of their pet's waste in the dumpster(s).
11. Residents shall be responsible for any pets belonging to guests and such pets must conform to the Riveredge House Rules while they are on the premises.
12. Pets must reside in the owner's apartment and not in any portion of public quarters and/or common areas.
13. Subtenants shall not be allowed to keep or harbor pets of any kind in the subleased apartment.
14. Pet owners are to maintain a clean and odor-free environment that is not offensive to neighbors either in their apartment or in common areas. Terraces must be kept clean of pet waste/droppings. During hot weather especially, odors can be extremely offensive to neighbors. You may not leave pet food on the terrace outside you apartment.

## **VI. Parking and Vehicle Rules**

1. You agree to use the provided space, assigned to you as part of your premises under the lease, for the parking of your motor vehicle(s). Under no circumstances are you to use your assigned space for storage of any objects, possessions or belongings, other than for a motor vehicle. The use of your assigned space for commercial or repair purposes is expressly prohibited. The Managing Agent reserves the right to demand the removal or clearing of any objects, possessions or belongings, found in your parking space. You are reminded that you are to park your motor vehicle in your assigned space. Parking in the access ways of the community is expressly prohibited. Vehicles that are parked on access ways will be towed at the owner's expense without warning.
2. All guests must sign in using the guest book located in the Lobby, no exceptions. The license plate number of the visitor's vehicle and the unit number of the owner they are visiting must be included.
3. All vehicles parked on the Riveredge property must have current plates and must be registered with the Managing Agent. Vehicles will be towed at owner's expense, and without notice, that are not properly registered with the city and state and with the Management, that are owned or leased by Residents and are parked in Visitor parking spaces, and/or parked in a space other than the assigned space for that vehicle.
4. Visitor parking is permitted up to three consecutive days and overnights by the Board of Directors and/or the Managing Agent, subject to approval. Cars remaining in Visitor Parking spaces for more that three consecutive days and nights will be issued a warning and are subject to being towed if they are not removed from the property.
5. Limit your speed no greater than 10 MPH within the confinements of Riveredge. Extreme

caution must be maintained at all intersections.

6. Parking is not permitted at any time along the East wall of the building to the North of the building entrance. This is an emergency fire and service zone. Any unauthorized vehicle parked in this area is subject to towing without warning.
7. No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.
8. Numbered spaces are assigned by the Managing Agent or a representative of the board of directors. Any vehicle parked in a space properly assigned to someone else will be towed.
9. Owners who are absent from the premises for extended periods of time may allow another Riveredge owner to use their parking space after giving written notice to the Managing Agent. Owners may not charge a fee for the use of their parking space during their absence.
10. Unsightly cars (such as cars with flats, broken windows, etc.) and vehicles with expired tags will not be permitted to remain on the Premises. Vehicles are not to be repaired or serviced on the Premises, except in emergencies. A repair is anything that requires the vehicle to have the hood open or to be up on a jack. Vehicles may be washed on the Premises in designated area(s) only.
11. No commercial vehicles or vehicles with commercial signs or slogans may be parked overnight at Riveredge.
12. Parking spaces are for passenger vehicles only. As of April 1, 2008, no new boats or trucks may be housed on the Premises.
13. Parking space is limited. Each apartment is entitled to one (1) parking space for each resident of that apartment who has a valid driver's license, up to a maximum of two (2) parking spaces per apartment ("Eligible Drivers"). In the event the Riveredge runs out of parking space, any unit that has more parking spaces than eligible drivers will have to put their extra space into a lottery. For example, an apartment owned by a single tenant who has two cars would participate in a lottery with other owners who also have an extra car. The lottery would determine which owner would have to relinquish their extra parking space.
14. New Owner/Tenant:
  - i. Applicant will be informed that he/she will be assigned a parking space(s). He/she must call the Managing Agent to get information re: space assignment 3-4 days prior to moving in.
  - ii. The Parking committee will give the space(s) assignment to the Managing Agent who will issue sticker authorization to the new Tenant/shareholder. Sticker must be picked up from the Managing Agent and/ or the head of the Parking Committee and affixed to the car(s) prior to parking in designated space.
  - iii. Shareholders/tenants are not permitted to offer new shareholders/tenants their previously held parking space (s). Shareholders already living at Riveredge will be given priority to change their parking location based on the wait list.

15. The Managing Agent will notify Shareholder/Tenants on the wait list for garage/carport/front spaces when the space desired is available. The old space will be discontinued from the previous holders use on assignment of new space plus 5 days to allow for mail and/ or delivery and movement of car(s) in an appropriate time frame.
16. Any person parked in a numbered space that is not assigned to their unit is subject to being towed by the authorized towing company. The towing company will provide to the Superintendent or Managing agent the date and time of towing; the make and model of the car being towed and the license plate number. A member of the Board of Directors, the Superintendent, or the managing agent must authorize the towing. No individual shareholder can authorize towing except through the above listed people.

## **VII. Health Club**

1. Health Club is to be used for its intended purposes only.
2. Residents under the age of sixteen (16) are not permitted to use the Health Club and therefore are not allowed in the Health Club or Sauna.
3. A parent must accompany children between the ages of sixteen (16) and eighteen (18).
4. The Cooperative reserves the right to deny the use of the Health Club to any resident found in violation of any of our policies.
5. Proper gym attire must be worn at all times. This includes a top, a bottom, and appropriate footwear.
6. Towels need to be used when using machines and machines must be wiped down after each use.
7. Bathrooms are available for the convenience of all residents. They must be kept clean. Bathrooms are not dressing rooms.
8. Use of the Sauna is at your own risk.

## **VIII. Outdoor/Indoor Pools**

Note: Any person using this facility does so at his or her own risk. Riveredge Owners, Inc. will not be responsible for any accident or injury nor for the loss of or damage to any personal property in connection with such use. The lifeguard has the final say in all matters regarding the use of the pool and has the complete support of the Managing Agent and the Board of Directors. *Inappropriate behavior will not be accepted and can result in the loss of pool privileges.*

1. The use of the Riveredge swimming pools shall be restricted to shareholders, subtenants and/or members of their families, who actually reside in the Building. Said residents of the Building may have guests at the pool, provided the resident accompanies his or her guests and remains with his or her guests at all times. As space at the pool is limited, the number of guests is subject to limitation by the Board of Directors, at any time.

2. In the event the shareholder, subtenant and/or members of their families violates the provisions of House Rule VIII the Lessor shall have the right to impose a fine and/or administrative fee in the amounts provided for in these House Rules. The amount of the fine and/or administrative fee shall be payable by the shareholder as additional maintenance within thirty (30) days.
3. No one may be in the outdoor pool unless the lifeguard is present.
4. Riveredge residents must accompany and stay with their guest at either pool. All must sign in at the outdoor pool. The lifeguard will inquire as to your name and apartment number to ensure that only residents and their guests are using the facility. As space is limited, please do not abuse the guest privilege, especially on the weekends. Lounge chairs are on a first come, first serve basis and are not to be reserved.
5. Running or ball playing is not permitted on the cement deck. No diving allowed.
6. Children who are not toilet trained must wear rubber pants in the pool in addition to their diaper. Children using flotation devices must remain in the shallow end of the pool. An adult must be in the pool with a child who cannot swim at least one lap. The lifeguard, for safety reasons, can only be responsible for watching children that are in the pool. Please do not leave your children unattended at the pool or ask the lifeguard to watch them.
7. The lifeguard may restrict water volleyball and the use of rafts on weekends or holidays, if conditions warrant.
8. The right side of the stairs to the pool must remain clear at all times.
9. There is no storage of chairs or personal property at the pool.
10. No glass is permitted in the pool areas. No food or beverages will be permitted in or near the water and absolutely no alcoholic beverages are permitted.
11. When using a radio, please use headphones or adjust the volume, so as not to disturb others.
12. Ashtrays and garbage cans must be used and all food and drink spills must be cleaned up. Be considerate of others.

## **IX. Barbeque Area**

The Barbeque Area is a common space to be used by all. No personal items may be stored overnight for any reason.

1. Tables and chairs have been provided for your enjoyment. No personal chairs or personal property are to be left in this area.
2. Please be aware that the noise from the Barbeque Area travels directly up to your neighbors in the P and Q lines and adjust your voices accordingly. Remember, the larger the gathering, the higher the noise level.
3. This area is to be closed by 11 P.M. in the evening so as not to cause distress to those owners who want to enjoy a quiet night of sleep with their windows open. Moreover, when playing

music, please be considerate of the volume, especially as the evening grows late.

4. All grills in the Barbeque Area are for common use by residents only. No grills may be chained or locked for private use.
5. All parties involving nonresident guests are subject to board approval. Two weeks prior notice must be given and approval form completed.

## **X. Moving**

The following rules shall be observed with respect to moving household goods and furnishings in and/or out of the building:

1. A \$300 deposit shall be paid to the Managing Agent at the time of transfer of shares by both the seller and the purchaser. Such deposit is to be a certified check or money order and is refundable within 30 days of the later of the moving or the transfer date, provided that the move was completely in compliance with items two, three, and four listed below as documented by the superintendent in writing. In the case of sub-tenants it will be the owner of the shares responsibility to insure such provisions are complied with. Non-compliance by a sub-tenant will result in an appropriate charge being added to the owner's next monthly maintenance statement.
2. Moving shall not take place on Saturday, Sunday or on holidays. Moving is limited to weekdays between the hours of 8:00AM and 4:00PM. Moving is not possible when building staff are not on duty.
3. All moving must be conducted through the service entrances on the B2 level at the rear of the building. Non-compliance will result in the forfeiture of the \$300 deposit.
4. Arrangements must be made with the building superintendent to pad the elevator in advance of moving items. Private arrangement must be made to protect the hall carpeting. Any damages to the elevator, carpeting, walls, doorways or any other common property will be deducted from the deposit. In addition, a charge will be levied to cover the cost of removal of any inordinate amounts of trash or rubbish.

## **XI. Subleasing**

1. The number of subleased apartments allowed in the building shall be limited to no more than twenty (20 %) percent of the total number of apartments in the building.
2. All subleases shall be for a term of one (1) year.
3. Subleases may be renewable for additional (1) year terms, upon request and with prior approval of the Board of Directors.
4. All requests for renewal of subleases must be in writing, with a copy of the proposed renewal sublease submitted no less than (30) days before the expiration of the current sublease.
5. Failure to submit a timely request for renewal will result in an automatic disapproval of the sub-tenant and the institution of legal proceeding to remove the subtenant if he or she does not vacate the apartment. The Shareholder will then go to the bottom of the "sublease waiting

list.”

6. The shareholder and/or subtenant are required to pay a \$300.00 deposit to the managing agent as a condition precedent to moving into their unit. The deposit will be refundable at the end of the Subtenant’s tenancy and after the subtenant moves out of the apartment if there are no damages or violations of the House Rules. The Board of Directors will make deductions from such deposit for any violation of the House Rules as deemed applicable. The Shareholder and or subtenant will be required to deposit additional monies to maintain the deposit of \$300.00 after any such deduction for damages or infractions of the House Rules.
7. The Subtenant shall not be allowed to keep or harbor pets in the subleased apartment.
8. Wait list and process for Sublets
  - i. If and when the maximum number of sublet apartments allowable has been reached, the Managing Agent shall establish a wait list of shareholders who wish to sublet their apartments.
  - ii. Any shareholder who intends to move and plans to sublet his/her apartment must give written notice to the managing agent no more than ninety (90) days before the Shareholder intends to vacate. Shareholders will not be eligible to be placed on the wait list prior to the ninety (90) day notice of intention to vacate.
  - iii. Upon receipt of the proper written notification, the Shareholder’s name will be placed on the bottom of the wait list and they will be notified of their particular assigned number on the list maintained by the Managing Agent’s office.
  - iv. When an opening in the allowable number of sublet apartments occurs, the Shareholder at the top of the wait list will be notified in writing. The Shareholder shall then have sixty (60) days from that notice date to find an acceptable sublet tenant. As a condition of being given permission to sublet, the Shareholder must submit written confirmation within seven (7) days of such notification that he/she intends to sublet, along with evidence that he/she has begun to actively seek a sublet tenant for the apartment, e.g. a newspaper ad, or a broker agreement. In the event such notification is not received in a timely fashion, the Shareholder’s name will be placed at the bottom of the wait list.
  - v. Within the sixty (60) day period, the shareholder must submit all required applications, execute all required documents, pay all required fees and submit all reference letters, employment verifications and any other documents that the Board of Directors may require for each adult person who will occupy the apartment. Each prospective subtenant must attend an interview with representatives of the Board of Directors. In the event the total process is not completed within sixty (60) days of the notification, the application will be automatically disapproved.
  - vi. In the event a submitted application is disapproved by the Board (except for the expiration of the sixty (60) day period), the Shareholder will be given an additional forty-five (45) days to submit and complete the application process (as set forth above) for a new subtenant. In the event the application is disapproved or the process is not completed within the additional forty-five (45) day period (in which case the application will be automatically disapproved) the Shareholder’s name will be placed

at the bottom of the wait list.

vii. The Board is not able to accept incomplete applications and will not review applications pending receipt of required documents or fees.

viii. When a subtenant vacates an apartment (including termination or expiration of any sublease), the Shareholder's name shall be placed at the bottom of the wait list, if any wait list exists at that time.

9. Sublet Move-In/Move-Out

- i. The house rules governing moving in or out of the building shall apply to subtenants.
- ii. Shareholders of a subleased apartment shall be subject to fines to be determined by the Board of Directors for allowing their subtenant to violate this condition. The Managing Agent and building staff will strictly enforce these rules.
- iii. Move-ins without prior Board approval will be considered illegal and legal action shall be instituted to remove the illegal tenant. The Shareholder will be responsible for the cost involved, including, but not limited to, attorney's fees and court costs. In the event that a shareholder permits an unapproved subtenant to take occupancy, and the sublessee is removed through legal process, the Shareholder's name shall be removed from any maintained wait list for a period not to exceed six (6) months.

## **XII. General**

1. These House Rules may be added to, amended or repealed at any time by resolution of the Lessor.
2. Lessees and/or guests who fail to abide by any House Rule will be subject to fines. A fine imposed hereunder shall be payable by the lessee as additional maintenance and shall not be deemed a waiver of any other right of Lessor under the Lessee's Lease. As a guide, the penalty shall be \$25.00 for the first infraction, \$50.00 for the second, and \$100.00 for the third and each following occurrence.
3. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction be held in any apartment without the consent of the Lessor or Managing Agent.
4. Complaints regarding the service of the building shall be made in writing to the Managing Agent or the Lessor.
5. No Lessee shall send any employee of the Lessor out of the building on any private business of the Lessee.
6. The act of any shareholder, resident or guest in threatening or menacing any other shareholder, resident, guest or agent or the employee of the Corporation, shall constitute objectionable conduct as set forth in Section 31(F) of the Proprietary Lease.
7. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.
8. No personal items of any kind may be left outside a Lessee's unit at any time. This includes,

but is not limited to, umbrellas, shoes and doormats.

9. If dry cleaning drop-off/pickup service is provided it is done so as a convenience and you agree not to hold the owner or us responsible in the event of loss or damage of any or all your dry cleaning.
10. You authorize the Cooperative and the building staff to accept US Mail, UPS, Fed Ex, etc. packages for you. This service is provided as a convenience and you agree not to hold the Cooperative or the building staff responsible for accepting the package in the event that it is lost or damaged. You agree to pick up the package(s) unless you make other arrangements.

***These House Rules are to be adhered to strictly and will be enforced by The Board of Directors. We may, however, insist that you obey all of these House Rules even if you did something in violation of these rules to our knowledge in the past and we did not immediately object. Our failure or delay, if any, in demanding compliance by you of these House Rules shall in no way be deemed a waiver, or a relinquishment of our right to insist on full compliance by you in the future. We reserve the right to make such reasonable rules as shall, in our judgment, from time to time in our discretion to promote enjoyment of the Community by our residents.***

***Thank you for your cooperation in observing these House Rules.***