

HOUSE RULES FOR 12 WESTCHESTER AVENUE TENANTS CORPORATION

The Board of Directors of 12 Westchester Avenue hereby promulgates these House Rules in an effort to set forth a set of guidelines, rules and requirements for the peaceful enjoyment and cohabitation of the building. As comprehensive and inclusive as these house rules intend to be, they cannot include all the possible situations and circumstances that could happen in the building. Therefore, we set forth the general expectation that all Shareholders, Renters or Tenants to treat each other with mutual respect, common courtesy and consideration.

With that as our preamble, the following are the 12 Westchester Avenue House Rules:

No resident shall perform or permit anything to be done within the building or outside in common areas which will interfere with the rights, comfort, or quiet enjoyment of convenience of other residents.

Common Areas

1. The public halls and stairways of the building shall not be obstructed or used for any purpose other than for ingress to and egress. Fire escapes shall not be obstructed in any way.
2. No article shall be placed, left or stored in the halls, staircases, landings, fire escapes, building roof, parking lots or garage, including, snow shovels any other snow removal equipment, boots and/or shoes.
3. No article shall be hung from the windows or placed upon the exterior windowsills of the building without Board approval or as approved by House Rules (e.g. plants, awnings, decorations, etc.). No signs, notices, advertisements or Illumination shall be inscribed or exposed on or at any window or other part of the building with the exception of safety or security signage.
4. No public hall or stairwell within the building shall be decorated or furnished by any resident in any manner without prior consent by the board.
5. No bicycles, scooters, baby carriages, wheelchairs or similar vehicles shall be allowed to stand in the public halls, passageways, areas or courts of the building.
6. Garbage, refuse and recycling from apartments shall be disposed of in such a manner as the Board of Directors, Managing Agent or Superintendent may direct and in conformity with local ordinance or regulation. Tenants should become familiar with recycling requirements and obligations and will receive such direction from our management agent. Common courtesy and sense is needed to keep our building clean.
7. Shareholders or Residents who damage and/or stain the common areas (e.g. hallways, walls, carpets, lobby, furniture, etc.) will be charged and billed directly by management for cleaning/repairing of the damaged common areas. Shareholders and Residents are advised to take reasonable care when transporting food, liquids, disposing of garbage, refuse and recyclables.
8. The common areas, including hallways, parking lots, parking garages, fire escapes, roof, lawn, planter areas, elevators, stairways and roof, shall not be used for recreation or exercise.

Damage caused to these common areas by residents or their guests shall be attributable and billed to the shareholder.

9. Musical instruments, stereos, radios, televisions or loud speakers shall be played/used in a manner that does not unreasonably disturb other residents. No resident shall play/use in a disruptive manner any instrument, device or electronic equipment in such resident's apartment between the hours of 10:00 pm and 8:00 am on weekdays, and 11:00 pm and 9:00 am on weekends if the same shall disturb or annoy other occupants of the building.

10. No window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Board of Directors or the Managing Agent. No air-conditioning unit shall be installed in such a way that will result in removing any part of the buildings' windows or leaving it in an open, unsecured position, nor shall any visible air-conditioning unit within the building's windows be covered/protected by any material the board deems to be unsightly/inappropriate (e.g. homemade plastic coverings/use of cardboard & duct tape).

11. No radio or television aerials, telephone lines, or satellite dishes or equipment of any kind shall be mounted on, attached to or hung from the exterior of the building without the Board's written approval.

12. No sales, auctions or other events to sell personal property may be held in the building (apartments and/or common areas) without prior consent of the Managing Agent.

13. The building has a "no dog" policy. In addition, no bird or animal shall be kept or harbored unless expressly permitted by the Board of Directors (e.g. cats, parrots, & fishes). If an animal, pet or bird is causing noise, nuisance or disturbance that adversely effects the peaceful enjoyment of other Shareholders, Renters or permitted occupants then the building Board of Directors may take action to have such an animal removed. For information regarding Emotional Support Animals, please see Rules 53-63.

14. No pigeons, birds or animals shall be fed from the windowsills, fire escapes or other public portions of the buildings on the sidewalks or street adjacent to the building.

15. Residents shall keep the windows of the apartment reasonably clean. If a resident fails to observe this rule then the Managing Agent shall provide written notice and failure to comply will result in the Managing Agent having the windows cleaned with associated costs charged to the resident.

16. Plantings and landscaping of the common areas are the responsibility of the Cooperative, under the direction of the Board of Directors. Residents are prohibited from making alterations or additions to the landscape of the common areas without the approval of the Board.

Apartment Restrictions / Requirements

17. To the extent required by law, smoke alarms and carbon monoxide detectors are required in all apartments and must be maintained by the shareholder, renter or tenant.

18. No sink-mounted garbage disposal units, washing machines or clothes dryers are permitted in individual apartments. Shareholders shall be responsible for the removal of, and for all damage caused by the installation of such appliances to the building and its common areas.

If the Board of Directors / Managing Agent find an existing shareholder in violation of this restriction without Board approval, the Board of Directors in its discretion can have the appliance removed at the expense of the violating shareholder and/or add a fee/additional cost for not complying with this restriction.

19. Toilets and other water apparatus in the building shall not be used for any purpose other than those for which they were constructed. Nor shall any sweepings, rubbish, rags, sanitary napkins, diapers, dental floss, or any other articles be disposed of or thrown into toilets or other apparatus. Damage resulting from such action shall be paid for by the resident who caused such damage.

20. At least 80% carpet plus noise reducing padding not less than 3/8" thickness is required for all rooms except the kitchen, closets, foyer and bathrooms. Wall to wall is recommended (highly) for those families with children. Noise is one of the major complaints in our building. The building reserves the right for the Managing Agent or its employee to inspect compliance with this rule in any unit that has caused another shareholder from enjoying his/her unit. A new shareholder or resident has 45 days from closing or taking occupancy, whichever first occurs, to comply with this Rule.

21. To the extent permitted by law, additional occupants are permitted to reside in an apartment with the current shareholder/s as long as shareholders/tenants notify the Board of Directors within 30 days of new occupants who will reside with them in the same apartment unit for an extended period of time.

22. Treadmills, large gym equipment, mechanical exercise devices or any other exercise apparatus which causes such unreasonable noise or disturbance as to adversely affect the peaceful enjoyment of other shareholders, tenants or occupants of the building are prohibited. The Board of Directors may take action to remove such device or apparatus from the building.

23. No shareholder or resident shall install or maintain in any apartment a waterbed unless the shareholder files with the Board of Directors or its Managing Agent a certificate of insurance evidencing liability coverage in an amount deemed sufficient by the Board of Directors or Managing Agent.

24. Notice of an open house must be sent in writing to the Managing Agent. The Managing Agent must receive the notice at least three (3) days in advance of the open house stating the apartment number, day and hours and the name of the broker if such is used. Failure to comply will result in the cancellation of the open house.

Laundry Facility

25. The use of the available laundry facility is restricted to residents and only within posted hours. Residents are advised to properly use these machines for their intended use only, and to notify the Managing Agent if any machine does not work.

26. Shareholders, Renters, and permitted residents are expected to act reasonably when using laundry machines (e.g. not monopolizing the use of all or most of the washing machines for a set period of time and clean dryer lint trays after each use).

27. Laundry carts are not to be removed from the laundry facility, and if taken-out or damaged, the Board of Directors can seek monetary damages in collecting and/or replacing existing laundry carts from the liable party.

28. Clothing and personal items should not be left in the laundry facility for a period of greater than one day. Any items that are lost or stolen should be reported to the Managing Agent.

Parking, Garage, and Driveways

29. No vehicle belonging to a resident, member of the resident's family, guest or subtenant of a shareholder shall be parked in any manner so as to impede traffic, block walkways or access to the building, fire escapes, parking spaces or garage spaces.

30. The Board of Directors will determine the associated monthly fee for both an indoor and outdoor parking spot tied to shareholders' monthly maintenance fee, and in the event that a change of fees occurs, adequate notice will be provided to all shareholders.

31. Residents will abide by all arrangements made by the Board of Directors and Managing Agent with regard to indoor and outdoor parking areas, garage and driveways thereto. The parking rules annexed hereto as Schedule A are incorporated by reference into the House Rules.

Renovations

32. No shareholder, resident or agent or contractor shall make structural changes to the apartment, or to electrical or plumbing facilities of the building without obtaining prior written approval. Plans for ALL renovations and if issued a certificate of capital improvements must be filed with the Managing Agent. ALL RENOVATIONS MUST BE APPROVED BY THE BOARD OF DIRECTORS. All work must be performed by licensed contractors with requirements as stated in the Unit Alteration Request Form and all required White Plains city permits must be obtained. Alteration work shall conform to the Board's approval and to permits issued by any governmental agency.

33. All scheduled renovation work must be reported in advance to the Managing Agent.

34. Construction or repair work or other installation involving noise shall be conducted in an apartment only on weekdays (Monday to Friday) excluding legal holidays, and only between the hours of 8:30 am and 5:00 pm daily. It is the shareholder's responsibility to see that all employees and workmen retained by the shareholder leave the common areas in a neat, clean and acceptable condition, remove all debris and work-related materials at the end of each day's work. Shareholders will be responsible with cost for workmen and/or contractors that do not properly dispose of debris, waste, harmful or toxic substances/fumes, and any other material that cannot be disposed of within the building's dumpster.

35. In the case of large construction or renovation projects involving the removal of debris or refuse, including demolition materials, etc. shareholders shall be responsible for arranging their own disposal including their own dumpsters or garbage removal. In all such circumstances, shareholders must coordinate such projects with the Managing Agent.

36. All contractors and related tools must enter and exit through the service entrance of the building.

37. All contractors wishing to park a vehicle in a building lot while working in an apartment shall first obtain permission from the superintendent.

Moving In and Out of the Building

38. The Superintendent must be notified when Shareholders are moving in or out of the building. Moving is allowed only on weekdays (Monday to Friday), excluding legal holidays, between the hours of 9:00 am and 5:00 pm.

39. Moving deposits from both residents moving-out and residents moving-in, are to be collected by the Managing Agent at the time the sale/rental application is filed.

40. Residents shall only receive deliveries of large items or remove pre-existing items, such as appliances, construction materials and furniture, between the hours of 8:30 am and 7:00 pm Monday through Friday and Saturday 9:00 am to 1:00 pm. Sunday deliveries are not allowed. This rule is not intended to replace or conflict with the complete move-in/move-out rule stated separately.

41. Residents shall ensure that deliveries or removal of large objects or furniture to or from their apartment shall not damage the common property and will be responsible for all costs and expenses incurred in repairs, including painting, elevator, stairwell repairs, etc.

Insurance

42. Each Shareholder shall maintain at all times policies of liability insurance coverage and comprehensive insurance coverage. The liability coverage shall be in the minimum amount of \$100,000.00. The amount of comprehensive (property damage) insurance will depend on the value each Shareholder places on his/her personal property. Shareholders should keep in mind that they may be responsible for damage to the personal property of others. Certificates establishing such insurance coverage shall be filed with the Managing Agent by each Shareholder prior to the expiration of the liability and comprehensive insurance then in effect.

43. Approved sublessees are also required to maintain liability insurance equal to if not greater than the insurance coverage required by all shareholders.

Subletting

44. A unit may not be sublet within three years after purchase and all renters must be approved by the Board.

45. Sublet is a last resort and apartments should not be used as an investment (e.g. additional income/business use). There is currently a sublet fee of \$3.00 per share, per year. Please verify amount with Managing Agent, who will charge this fee to the named Shareholder each year once a renter has been approved by the Board.

46. There are limitations (e.g. building's commercial mortgage terms & conditions, lending guidelines) as to how many units can be sublet within the building at one time. Therefore, the sublet of apartments, or renewal of previously approved sublets, is not a guaranteed right to Shareholders and can be denied by the Board of Directors.

47. Shareholders, applicants and sublessees will abide by all procedures established by the Board of Directors and managing agent with regard to the sublet of apartments. The Sublet Policy annexed hereto as Schedule B is incorporated by reference into the House Rules.

Building Services and Employees

48. The agent of the Board of Directors and any contractor or workmen authorized by the Board of Directors may enter any apartment for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to do emergency work and/or to take measures to control or exterminate vermin, insects, or other pests (e.g. periodic extermination in all kitchens/bathrooms).

49. If the Board of Directors takes such measures to control or exterminate vermin, insects, or other pests, the cost thereof shall be payable by the Shareholder (e.g. having bedbugs and requiring preventative treatment to neighboring shareholders).

50. It is required that a copy of the key to each lock for every apartment be left with the Superintendent. This is both for emergencies and extermination. It will be kept under lock and key and coded for security. You might also consider changing your lock upon move/in and providing the Superintendent with a copy of the key for each lock.

51. There will be a minimum charge of \$250 if a shareholder is locked out of their apartment and has not provided the Superintendent with a copy of all keys. A copy of building exterior door keys can be obtained from the Managing Agent for a fee.

52. No resident shall send any employee of the Corporation away from the property on any private business of a resident. Residents shall not employ staff of the Corporation to perform work for them in any apartments while the staff member is performing his/her required or assigned duties for the Corporation.

Emotional Support Animals (“ESAs”)

53. The Board of Directors hereby promulgates the following rules regarding Emotional Support Animals (“ESAs”). While the Corporation has long maintained a “no dog” pet policy, the Board and the Corporation recognize that current, future and prospective residents of the Property have certain rights under federal, state and/or local law, including the potential right to harbor ESAs in their apartments.

The Board further wishes to reasonably accommodate a person’s right to ESAs without limiting or materially impacting such rights, while also balancing the concerns of other residents and employees who may, for personal reasons, have fears or anxiety in the presence of animals. In the interest of the health, safety, and welfare of all who live, visit and/or work at the Property, and to enable all residents to the peace, comfort and quiet enjoyment of their apartments and common areas, and to supplement and, where necessary, modify paragraph 13 of the House Rules, the following rules shall apply to the ownership and harboring of ESAs in Apartments on the Property.

54. Any person wishing to harbor an ESA in any Apartment, or any person applying to become a resident at the Property, shall submit to the Corporation a letter,

signed by all lessees of the Apartment and the person or persons seeking permission if different from the lessees, requesting permission to harbor an ESA in the Apartment. The following documentation shall be submitted with the letter:

- (a) A letter signed by a medical professional and/or mental health professional which includes the professional's license(s), the year in which such license(s) were issued, the number of each such license(s) and the state which issued such license(s);
- (b) A prescription for the ESA establishing how the ESA will assist with the patient's condition;
- (c) Confirmation that the ESA will be a vital part of the patient's life;
- (d) Evidence sufficient to establish the types and levels of training given to the ESA;
- (e) Recent health certificates and proof of vaccinations;
- (f) A photograph of the ESA.

55. In the event the Corporation approves the harboring in the Apartment of an ESA, the lessees or applicant shall provide to the Managing Agent a photograph of the ESA, a copy of current licenses (if required by law) and such other documentation as the Corporation and/or Managing Agent may reasonably request. Such documentation shall be submitted annually thereafter or upon the request of the Managing Agent.

56. The Corporation may impose reasonable conditions upon the lessees and/or persons harboring the ESA to minimize the impact of the ESA on other residents, including but not limited to maintaining an odor-reducing trash receptacle in the Apartment.

57. When using common area of the Property, the ESA shall at all times be accompanied by the lessees, resident of the Apartment, applicant or a member of the lessee's or applicant's immediate family.

58. ESAs shall not be permitted to wander, run, walk or be mobile on the Property while unattended. If appropriate, the ESA shall be tethered in a leash or harness which shall identify the ESA as an ESA.

59. ESAs shall not urinate or defecate on the common areas, or otherwise damage the common areas, of the Property. In the event of any violation of this paragraph, the lessee and/or applicant shall be responsible for immediately cleaning up and removing such urine, fecal matter or damage and disposing of it in an appropriate manner. The Board reserves the right under the proprietary lease to recover from the shareholder the cost of any such cleaning.

60. ESAs shall, upon request, be enrolled in and complete obedience training at the applicant's expense to limit barking or other noises associated with ESAs.

61. Complaints regarding the behavior of the ESA, or of the lessees or persons harboring the ESA, shall be processed as follows:

- (a) All such complaints shall be in writing and submitted to the Managing Agent;

- (b) All such complaints shall be immediately referred to the Board, which will appoint representatives of the Corporation to engage in an interactive process with the shareholder or applicant;
- (c) The Board will meet with the complainant and the lessees and/or person harboring the ESA to discuss the complaint, if necessary, investigate the validity of the complaint and work toward possible resolution of the complaint;
- (d) The objectives of the interactive process are to (i) resolve the specific complaints and (ii) prevent the occurrence of future complaints;
- (e) Resolution of such complaint, if reached, shall be communicated in writing by the Corporation to the complainant, the lessees, and, if different from the shareholder, the person harboring the ESA.

62. The Board reserves the right to deny a shareholder or applicant permission to harbor an ESA in their Apartment in the event:

- (a) The proposed ESA will pose a direct threat to the health or safety of residents of the Property, or has already posed such a direct threat;
- (b) The ESA will cause substantial physical damage to the Property or to the personal property of others, or has already caused such damage;
- (c) Making the requested accommodation will cause an undue financial or administrative burden on the Corporation, or will fundamentally alter the nature of the Corporation's operations.

63. The Board reserves the right to revoke any approval for an ESA upon the occurrence of any of the grounds mentioned above.

Procedure and Enforcement

64. Requests for building services shall be made in writing to the Managing Agent, and a copy may also be sent to the Board of Directors, or by Service Request Form given to the Superintendent,

65. Complaints regarding the violation of house rules or regarding the service of the building shall be made in writing to the Managing Agent, with a copy to the Board of Directors.

66. Any consent or approval given under these house rules by the Board of Directors shall be revocable at any time.

67. Disputes related to the interpretation of these rules shall be resolved by the Board of Directors.

68. The Board of Directors may take any steps deemed necessary to enforce these rules. Violators will be dealt with as outlined in the proprietary lease, the bylaws of the Corporation, and as permitted by Law.

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

70. Shareholders who are three consecutive months in arrears in their monthly maintenance charges or who repeatedly violate any provisions of the Proprietary Lease

or these House Rules may have their parking privileges revoked by the Board of Directors. Additionally, any legal fees, interests, and associated administrative costs of the Corporation or its Managing Agent in trying to obtain payment for monthly maintenance charges or to compel the shareholder to comply with the provisions of the Proprietary Lease or these House Rules will be charged directly to the defaulting shareholder.

Addendum

The foregoing House Rules supersede and replace all previous and existing House Rules. The application of these rules shall be prospective. In the event that any of these rules is in conflict with the terms of the proprietary lease, the proprietary lease shall control, and if there is a conflict with the Certificate of Incorporation, the Certificate shall control. In the event that one of these rules is found to be invalid as a matter of law, that particular rule shall be deemed invalid but shall have no further effect on the remaining rules.

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