

**HOUSE RULES**  
**125 Bronx River Road Tenants Corporation**  
**(Glendale Gardens)**  
**Yonkers, NY 10704**

**As of May 1, 2023**

1. The public halls and stairways of the building shall not be obstructed or used for any purpose other than to ingress to and egress from the apartments in the building, and the fire towers shall not be obstructed in any way.
2. Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof.
3. No public hall above the ground floor of the building shall be decorated or furnished by any Lessee in any manner.
4. No Lessee shall make or permit to be made any disturbing noises 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 play upon or suffer to be played upon, any musical instrument or operate a stereo or television on a loud volume in such Lessee's apartment between the hours of 11:00 p.m. and 8:00 a.m. the following morning so as not to disturb or annoy other occupants of the building.
5. No sign, notice, advertisement or illumination shall be inscribed or exposed at any window or other part of the building except such as shall have been approved in writing by the Lessor.
6. Proposals to do construction and/or alteration work must be submitted to the Managing Agent for approval by the Board of Directors prior to the commencement of any such work. No construction or repair work or other installation shall be conducted in any apartment except on weekdays (excluding legal holidays) between the hours of 8:00 a.m. and 5:00 p.m.
7. Appliances, market goods and large packages of every kind shall be delivered only at the service entrance in the back of the building.
8. No satellite dish or other radio or television aerial shall be attached to or hung from the exterior of the building.
9. Trunks and heavy baggage shall be taken in or out of the rear service entrance of the building.
10. UPS, FedEx and messengers shall enter and exit at the front of the building.
11. Garbage and recyclables from the apartments shall be disposed of only in such manner as the Superintendent and/or the Managing Agent directs.
12. Flushometers are to be kept in good repair by the Lessee and a flushometer that is in disrepair, leaking and/or noisy shall be repaired within forty-eight (48) hours by the Lessee **[at their expense]**,

13. No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the windowsills of the building.
14. No Lessee shall send any employee of the Lessor out of the building on any private business of the Lessee.
15. No bird or animal shall be kept or harbored in the building unless the same in each instance be expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted on elevators or in any of the public portions of the building at any time. No pigeons or other birds or animals shall be fed from the windowsills, terraces, balconies or in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building.
16. No vehicle belonging to a Lessee or to a family member or guest of a Lessee shall be parked in such a manner as to impede or prevent ready access to any entrance of the building by another vehicle.
17. The Lessee may use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the Managing Agent.
18. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
19. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment, without the express written consent of the Lessor or its Managing Agent.
20. The Lessee shall keep the windows of the apartment clean or shall arrange for such cleaning by an insured service company. In case of refusal or neglect of the Lessee during ten (10) days after notice in writing from the Lessor or the 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 the purpose of window cleaning and to charge the cost of such cleaning to the Lessee.
21. Complaints regarding the service of the building and requests for repairs shall be made in writing to the Managing Agent of the Lessor.
22. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.
23. No Lessee shall install any plantings on the terrace or balcony without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and shall stand on support at least two (2) inches from the terrace, balcony or roof surfaces, and if adjoin a wall, at least three (3) inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations such as corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three (3) inches from the parapet and flashing, with a floor of drainage tiles. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

24. 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 to ascertain whether any rules have been violated, or if measures are necessary or desirable to control or exterminate any vermin, insects or other pests. If the Lessor takes measures to control or exterminate carpet beetles or bedbugs, the cost thereof shall be payable by the Lessee as additional maintenance.
25. All air conditions installed in the wall sleeve must be installed properly and all window installed air conditions must be supported by required brackets at the Lessee's expense and meet uniform standards for materials and design of said installations throughout the building.
26. The following rules shall be observed with respect to compactor and/or incinerator equipment:
  - a. All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.
  - b. Debris should be completely drip-free before it leaves the apartment and shall be carried to the incinerator closet in a careful manner and in a drip-proof container, then placed into the flue hopper so that it will drop into the flue for disposal.
  - c. No bottles or cans shall be dropped down the flue hopper but must be placed in the appropriate plastic/glass/metal recycle bins located in the recycle room opposite the laundry room.
  - d. Cartons, boxes, crates, stick of wood or other solid matter shall not be stuffed into the hopper opening. These items must also be brought down to the recycle room and placed in the appropriate paper recycle bin.
  - e. Under no circumstances shall carpet sweeping containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil-soaked rags, empty paint or aerosol cans or any other flammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.
  - f. Vacuum cleaner bags must never be emptied into flue. Such dust, dirt, etc., should be wrapped in a securely tied bag or package and then placed through the hopper door panel into the flue.
  - g. The Superintendent shall be notified of any drippings or moist refuse appearing on the incinerator closet floor, or in corridors, stairwells, the elevator cab, lobby, etc.
27. There shall be no interference whatsoever with the operation of the elevator by Lessees or members of their families or their guests, employees or subtenants.
28. In the garage and/or parking spaces inside and outside the building, the Lessee shall abide by any and all rules applicable thereto as shall be posted from time to time. The right to an assigned space may be revoked at any time by the Board of Directors.
29. All exit doors, garage doors, etc. are to be closed and locked when not being used to enter or exit the building. Doors are not to be propped open by any means except if necessary for moving or deliveries, etc.

30. Food and beverages are not to be consumed in public areas including the lobby, elevator, hallways, stairwells, laundry room, etc.
31. Dropped or spilled foods, liquids, etc. are to be cleaned up promptly with the assistance of the Superintendent and/or Porter, if needed.
32. No smoking is permitted in common areas. Cigarette butts and matches shall not be discarded on the carpeting, elevator floor, lobby floor, stairwells or in the front or back of the building.
33. Candy and gum wrappers, toothpicks and Kleenex, etc. shall not be discarded on the carpeting, elevator floor, lobby floor, stairwells or in the front or back of the building.
34. Bicycles, carriages, furniture, etc., are not to be brought into the elevator when in use by other residents, causing them inconvenience and/or creating a hazardous situation.
35. The elevator is not to be misused in any way, including, but not limited to, riding from floor to floor, making other residents wait, etc. parents shall be held legally and financially responsible for the actions of their children. The elevator shall not be used as a toy.
36. Bicycles shall not be ridden at any time in the building. Parents shall be held legally and financially responsible for the action of their children in the event of any harm to pedestrians or damage to the building and/or property.
37. Screens on hallway windows shall be kept shut at all times.
38. The Managing Agent must be informed of anyone moving in or out of the building. A refundable security deposit of \$400.00 (cash or certified check) must be made payable to and presented to the Managing Agent prior to a contract closing and/or moving.
39. Major moving of furniture shall be done Monday through Friday, except holidays, between the hours of 9:00 a.m. and 5:00 p.m., so as not to inconvenience other residents in need of the elevator. Moving in or out of the building, on weekends or weekday holidays shall result in the loss of part or all of the \$400.00 security deposit and/or additional fines.
40. Plants and other objects shall not be kept on fire escapes, windowsills, terrace ledges, etc. Lessees who violate fire and building codes shall be fined.
41. Children and/or adults shall not play, loiter, habituate, etc., in the lobby, stairwells, hallways, elevator, roof, front entrance, rear terrace, parking lots or other areas not designated as play or sitting areas.

42. All vehicles parked in the parking lots and the garage must be registered with the Board Present. Each approved vehicle shall be issued a parking sticker which must be displayed inside on the lower right windshield. All other vehicles shall be towed away at the vehicles owner's expense, as shall any vehicle parked in an area not designated for parking including, but not limited to, such as the front entrance, rear entrance, driveways, etc. A completed "Parking Permit Application" must be filed with the Board President at all times. Any change of vehicle, vehicle ownership, etc., must be reported in writing to the Board President and approved by the Board of Directors. Parking privileges and/or permits may be revoked at the discretion of the Board of Directors. All commercial vehicles doing work in the building must use the rear lot only.
43. Lessees are not allowed to have pets living with them in their apartments except as provided herein for cats and fish, without the prior written approval of the Board of Directors. Failure to comply with this provision shall be considered a substantial breach of the terms of the lease.
44. Domestic cats and fish shall be permitted upon receipt of the Board's written approval, which shall not be unreasonably withheld. Such approval shall be effective only so long as such pets do not cause inconvenience, annoyance, nuisance, danger, etc., to other residents, visitors, staff, repairmen, etc., in the sole discretion of the Board.
45. Pet owners are responsible for cleaning up excretions and other messes made by their pets in the building and anywhere on the property. Non-compliance shall result in revocation of any previously granted permission to harbor a pet.
46. Cars, taxis, etc., upon stopping at the entrance to pick up passengers from the building, shall be instructed to use the intercom to communicate and shall not blow their horns or make other noises which disturb other building residents and neighbors.
47. Vandalism, including theft, graffiti, abuse of the premises, etc., shall be dealt with as the law allows. Parents shall be held legally and financially responsible for the actions of their children. Lessees shall be held legally and financially responsible for the actions of their guests. A reward of at least \$500.00 shall be paid for information leading to the arrest and conviction of any person(s), including children, who vandalize and/or deface the building and/or property or who steal from residents and/or the building.
48. These rules are intended to facilitate the cooperation of all residents and to provide and maintain safe, peaceful, clean and pleasant living conditions throughout the building and the property.
49. Any violation of these House Rules as same presently exist or as amended or modified from time to time, shall be treated as follows:
  - a. For a first violation of any Rule, the Board of Directors, by a two-thirds vote of those entitled to vote, may impose an assessment of up to \$100.00
  - b. For a second violation of the same Rule, the Board of Directors, by a two-thirds vote of those entitled to vote, may impose an assessment of up to \$200.00.
  - c. For a third violation of the same Rule, the Board of Directors, by a two-thirds vote of those entitled to vote, may impose an assessment of up to \$300.00.

- d. For each and every subsequent violation of the same Rule, the Board of Directors, by a two-thirds vote of those entitled to vote, may impose an assessment of up to \$1,000.00.
50. Any assessment shall be due and payable together with the regular maintenance on the first day of the first full month following the imposition of any assessment.
51. So long as a Tenant-Shareholder shall be in violation of any House Rule, the Tenant-Shareholder shall be denied and barred from receiving any services or amenities, including, but not limited to, the right to receive an assigned parking or storage space.
52. These House Rules may be modified, amended or repealed at any time by resolution of the Board of Directors of the Lessor, without prior notice to the Lessee.
53. The waiver of the applicability of these Rules or the failure to enforce these Rules in any one or more instances, shall not be deemed a waiver of enforcement as to any other future or continuing violation thereof.

### RESOLUTION

WHEREAS, the By-Laws of (Glendale Gardens) 125 Bronx River Road Tenants Corporation, provide for the Board of Directors to enact House Rules which shall be binding upon the Tenant-Shareholders,

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Any violation of the House Rules as same presently exist or as may be amended or modified from time to time, shall be enforced as follows:
  - a. For a first violation of any Rule, the Board of Directors, by a two-thirds vote of those entitled to vote, may impose an assessment of up to \$100.00
  - b. For a second violation of the same Rule, the Board of Directors, by a two-thirds vote of those entitled to vote, may impose an assessment of up to \$200.00.
  - c. For a third violation of the same Rule, the Board of Directors, by a two-thirds vote of those entitled to vote, may impose an assessment of up to \$300.00.
  - d. For each and every subsequent violation of the same Rule, the Board of Directors, by a two-thirds vote of those entitled to vote, may impose an assessment of up to \$1,000.00.
2. Any assessment shall be due and payable together with the regular maintenance on the first day of the first full month following the imposition of any assessment.

3. So long as a Tenant-Shareholder shall be in violation of any House Rule, the Tenant-Shareholder shall be denied and barred from receiving any services or amenities, including, but not limited to, the right to receive an assigned parking or storage space.

Dated: Yonkers, New York  
May 1, 2023

Elaine Munoz  
President

Lucy Prieto  
Vice President

Rita McKeon  
Treasurer/Secretary

Donna Murrell  
Managing Agent  
Stillman Management