

**77 BRONX RIVER ROAD OWNERS INC.**  
**HOUSE RULES**

- (1) The public halls and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartments in the Building, and the fire towers shall not be obstructed in any way.
- (2) No patient or client of any doctor or other professional who has offices in the Building shall be permitted to wait in the lobby.
- (3) Children shall not play in the public halls, courts (including the planting areas therein), stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.
- (4) No public hall above the ground floor of the Building shall be decorated or furnished by any Lessee in any manner without the prior consent of all of the Lessees to whose Apartments such hall serves as a means of ingress and egress; in the event of disagreement among such Lessees, the Board shall decide.
- (5) No Lessee shall make or permit 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 permit to be operated a phonograph or a radio or television loud speaker in such Lessee's Apartment between the hours of 11:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy 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.
- (6) 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 window sills of the Building.
- (7) No awnings, window air-conditioning units or ventilations 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. The Lessor or the managing agent shall not unreasonably withhold their consent to the installation of air conditioning units or ventilators, provided that standard Building equipment is used, the contractor installing such equipment is one approved by the Lessor or the managing agent, the electrical wiring involved is sufficient to support the air conditioner or ventilator (if electric) involved, and the Lessee agrees to abide by any rules or regulations of the Lessor and the managing agent in respect of such installation and the use thereof.
- (8) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building, except such as shall have been approved in writing by the Lessor or the managing agent.
- (9) No velocipedes, bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the above-mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the Building.
- (10) Messengers and trades people shall use such means of ingress and egress as shall be designated by the Lessor

- (11) Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the Building.
- (12) Trunks and heavy baggage shall be taken in or out of the Building through the service entrance.
- (13) Garbage and refuse from the Apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the Building may direct.
- (14) Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose Apartment it shall have been caused.
- (15) No Lessee shall send any employee of the Lessor out of the Building on any private business of a Lessee.
- (16) 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 other public portions of the Building unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the Building, or on the sidewalks or street adjacent to the Building.
- (17) No radio or television aerial shall be attached to or hung from the exterior of the Building without the prior written approval of the Lessor or the managing agent.
- (18) 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 or as to impede access to the garage or any space therein not assigned to the Lessee.
- (19) The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the managing agent.
- (20) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- (21) The floors of each Apartment, specifically every living room, dining room and bedroom, shall be in compliance with an eighty (80%) percent floor covering of the total square footage of each of the areas listed herein. Floor coverings shall consist of the following: area rugs and/or carpeting with a separate padded underlay, so as to provide an effective noise-reducing barrier. Excluded from coverage are the kitchen, bathroom, foyer, hallway, entrance way and closets.
- (22) 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 consent of the Lessor or its managing agent.
- (23) The Lessee shall keep the windows of the Apartment clean or shall arrange for such cleaning by the Lessor if the Lessor provides such service. In case of refusal or neglect of the Lessee during 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 and to charge the cost of such cleaning to the Lessee.

- (24) The passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the Lessor, and there shall be no interference whatever with the same by Lessees or members of their families or their guests, employees or subtenants.
- (25) Complaints regarding the service of the Building shall be made in writing to the managing agent of the Lessor.
- (26) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.
- (27) If there be a garage in the Building, the Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.
- (28) The following rules shall be observed with respect to incinerator equipment:
  - (i) All wet debris is to be securely wrapped or bagged in a small package size to fit easily into the hopper panel.
  - (ii) Debris should be completely drip-free before it leaves the Apartment and carried to the incinerator closet in a careful manner and in a drip proof container; then placed into the flue hopper so it will drop into the flue for disposal.
  - (iii) No bottles or cans shall be dropped down the flue before 10:00 a.m. or after 5:00 p.m. but shall be left in a neat manner in the service area, if such items must be disposed of before 10:00 a.m. or after 5:00 p.m.
  - (iv) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into the hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor.
  - (v) Bulky items should be left at the service elevator area between 10:00 a.m. and 6:00 p.m. and a service employee summoned to dispose of them by way of the service elevator.
  - (vi) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible sub-stances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.
  - (vii) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc., should be wrapped in a securely tied bag or package and then placed through hopper door panel into the flue.
  - (viii) The superintendent shall be notified of any drippings or moist refuse appearing on the incinerator closet floor and corridors.
- (29) No Lessee shall install any plantings on the terrace, balcony or roof 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 standing on supports at least two (2) inches from the terrace, balcony or roof surface, and if adjoining 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 a 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 the floor or drainage tiles and suitable weep holes at the sides to draw off water. 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.

- (30) The agents of the Lessor, and any contractor or workmen 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 measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.
- (31) Residents, who would like parking, must submit a letter in writing requesting to be placed on the waiting list. Make, Model, Year of vehicle along with current proof of insurance and registration must accompany the request.
- (32) Persons with parking spaces that fall into arrears, and who are sent to legal for collection are subject to having their parking revoked.
- (33) Persons on parking waiting list who fall into arrears moves to the bottom of the waiting list. If in arrears 30 + days removed from waiting list. Must reapply for parking, only eligible if account is current 60 days.
- (34) Late payment \$50.00 if received after the 10th of the month.
- (35) Legal \$100.00 of more in arrears after the 20th of the month sent to legal.
- (36) Recycling, Garbage, etc. When, how, etc. Caught dumping illegally in building \$50.00 fine and removal fees.
- (37) Keys two with each unit. \$50.00 for each extra key. Name of person(s) receiving the extra key(s).
- (38) Apartment insurance – all residents must provide proof of minimum home owners insurance on their unit. \$25.00 a week fine for each week they don't have insurance.
- (39) Orientation committee: No person(s) shall move into the building before meeting with the committee on orientation.
- (40) Move in takes place Monday – Saturday 9:00 AM – 5:00 PM prior contact with super a must. \$50.00 fine for violations.
- (41) **MOVE-IN DEPOSIT.** At such time as unit owner requests authorization to move into a unit, a \$300.00 move-in deposit by check payable to 77 Bronx River Road Owners, Inc. shall be sent to the managing agent. The move-in deposit shall be used to pay for any damages sustained to the common elements of the Co-op resulting from the move. The Co-op will refund the move-in deposit, or any balance thereof, to the owner following an inspection by the Co-op's representative. The amount of this deposit shall not limit the amount, which the Co-op may recover by reason of damage to the common elements of the Co-op by reason of the move.

(42)**MOVE-OUT DEPOSIT FOR DAMAGES.** At such time as the unit owner or his lessee vacates his unit, a move-out deposit of \$300.00, by certified or bank check, payable to “77 Bronx River Road Owners, Inc”, shall be sent to the Managing Agent two weeks prior to the scheduled move-out. The move-out deposit shall be used to pay for any damages sustained to the common elements of the Co-op resulting from the move. The Co-op will refund the move-out deposit, or any balance thereof, to the owner or lessee following an inspection by the Co-op’s representative. The amount of this deposit shall not limit the amount, which the Co-op may recover by reason of damage to the common elements of the Co-op by reason of the move.

(43)In order to comply- with applicable state, county and municipal law ("Code"), all Shareholders must obtain and install a plug-in-the-wall with digital display and battery back-up carbon monoxide detector in their apartment. The models of detectors and the proper placement and installation within the apartment must comply with Code.

Each year as directed by the Board or its managing agent, a carbon monoxide detector certificate form must be delivered to the managing agent, which will certify the proper operation of the device.

Failure to return the certification form as directed shall be deemed a material breach of the House Rules and the Proprietary Lease and shall subject the offending shareholder to an administrative charge, which will be added to the shareholder’s account, and/or the termination of the shareholder’s Proprietary Lease.

(44)All Lessees shall provide the Superintendent with a duplicate set of all apartment door keys as required by Article 25 of the Proprietary Lease. If such keys are not provided, the Lessee shall be responsible for any costs or damages caused thereby, including but not limited to locksmith, repair to or replacement of the apartment door and locks and all damages caused to the Lessor’s property or to other apartments affected by the failure to provide duplicate keys.

(45)All Lessees must remove all window air conditioners from their windows no later than November 1<sup>st</sup> of each calendar year and may not reinstall same before May 1<sup>st</sup> of the ensuing year. Installation of a window air conditioner prior to May 1<sup>st</sup> or removal of a window air conditioner after November 1st, will result in the imposition of an administrative charge in the amount of \$25.00 per week until the air conditioner(s) are timely removed or installed.

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