

440 Mamaroneck Avenue, Suite S 512
Harrison, NY 10528
T: 914.813.1900
F: 914.813.1919
www.stillmanmanagement.com



GRAMATAN TOWNHOUSES

GRAMATAN AVE.

BRONXVILLE, NY 10708

SALES PROCEDURES

- 1 Copy of Contract of Sale
- 1 Confidential Information Sheet for Purchaser
- 1 Confidential Information Sheet for Seller
- 1 Brief Bio per Applicant
- \$200 Non-Refundable Move in Fee payable to the building
- \$200 Non-Refundable Move out Fee payable to the building
- \$225 Non-Refundable Administrative Fee payable to Stillman Management

Please forward ENTIRE package to:

Stillman Management, Inc.

440 Mamaroneck Avenue Suite S-512

Harrison, NY 10528

Attention: Rita Pita (914) 813-1962

RPITA@STILLMANMANAGEMENT.COM

CONFIDENTIAL
INFORMATION SHEET

Stillman Management, Inc.

440 Mamaroneck Avenue S-512

Harrison, New York 10528

Telephone 914-813-1900 • Fax 914-813-1960

Unit Number: _____

New Owner's Name(s): _____

Unit Address: _____

Telephone #: home: _____ E-mail address: _____

Name: _____ work: _____ cell: _____

Name: _____ work: _____ cell: _____

Person(s) with key to my unit for emergency contact: _____

Address _____ Phone #: _____

All the above information is complete and accurate.

New Owner Signature

Date

New Owner Signature

Date

Please fill out and return it to Sales and Leasing Department, Stillman Management, Inc. at the above address or by fax at 914-813-1960

CONFIDENTIAL
INFORMATION SHEET

Stillman Management, Inc.

440 Mamaroneck Avenue S-512

Harrison, New York 10528

Telephone 914-813-1900 • Fax 914-813-1960

Forwarding Address and Contact Information of Seller(s):

Address: _____

Telephone #: home: _____

Name: _____ **work:** _____ **cell:** _____

Name: _____ **work:** _____ **cell:** _____

E-mail address: _____

All the above information is complete and accurate.

Seller Signature

Date

Seller Signature

Date

Please fill out and return it to Sales and Leasing Department, Stillman Management, Inc. at the above address or by fax at 914-813-1960

HOUSE RULES

GRAMATAN TOWNHOUSES

I/WE HAVE READ THE HOUSE RULES OF GRAMATAN TOWNHOUSES AND AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS LISTED WITHIN.

PURCHASER/LESSEE SIGNATURE

PURCHASER/LESSEE SIGNATURE

APARTMENT NUMBER

Gramatan Townhouses Alteration Policy

The Alteration Policy of The Gramatan Townhouses is designed to encourage and support homeowners who wish to make improvements to their Units. In accordance with the Offering Plan and the By-Laws of the condominium, Unit Owners must obtain permission from the Board of Managers before commencing a renovation or alteration.

The approval process is designed to ensure that renovations and alterations meet appropriate insurance requirements, that work is done by licensed contractors, and that there are no intrusions on the common areas.

Non-structural alterations and improvements to the Unit that do not affect the structure (IE, those that do not require a new Certificate of Occupancy or an amendment to an existing one) may be made without the prior approval of the Board of Managers. For example, replacement of appliances and fixtures, painting and minor repairs do not require prior approval. However, all plans for HVAC system replacements must be submitted to the Board for approval.

The approval process begins when a Unit Owner sends the Managing Agent a description of the planned renovation or alteration. The Managing Agent will deliver the description to the Board.

After the Board gives full or conditional approval the Unit Owner will be asked to supply:

1. A building permit
2. A copy of the contractor's home improvement license for Westchester County
3. A certificate of insurance listing the Unit Owner as named insured, and Gramatan Townhouses and Stillman Management as additional insured parties
4. A signed indemnification
5. After the work is completed a copy of the Certificate of Occupancy must be delivered to the Managing Agent

If conditional approval is given the Board will request copies of the plans. If an engineer review of the plans is needed, the Unit Owner will be responsible for the cost of the review.

Unit Owners are required to tell contractors and workers that vehicles parked on the premises must identify the Unit with a note on the dashboard.

No intrusions on the common areas are permitted. Common areas are defined in the Offering Plan as all outside walls, the roof, outside doors, windows, patio and terrace.

Gramatan Townhouses Alteration Policy

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The approval process is designed to ensure that renovations and alterations meet appropriate insurance requirements, that work is done by licensed contractors, and that there are no intrusions on the common areas.

Non-structural alterations and improvements to the Unit that do not affect the structure (IE, those that do not require a new Certificate of Occupancy or an amendment to an existing one) may be made without the prior approval of the Board of Managers. For example, replacement of appliances and fixtures, painting and minor repairs do not require prior approval.

The approval process begins when a Unit Owner sends the Managing Agent a description of the planned renovation or alteration. The Managing Agent will deliver the description to the Board.

After the Board gives full or conditional approval the Unit Owner will be asked to supply:

1. A building permit
2. A copy of the contractor's home improvement license for Westchester County
3. A certificate of insurance listing the Unit Owner as named insured, and Gramatan Townhouses and Stillman Management as additional insured parties
4. A signed indemnification
5. After the work is completed a copy of the Certificate of Occupancy must be delivered to the Managing Agent
- 6.

If conditional approval is given the Board will request copies of the plans. If an engineer review of the plans is needed, the Unit Owner will be responsible for the cost of the review.

The board reserves the right to modify this policy at any time.

Unit Owners are required to tell contractors and workers that vehicles parked on the premises must identify the Unit with a note on the dashboard.

No intrusions on the common areas are permitted. Common areas are defined in the Offering Plan as all outside walls, the roof, outside doors, windows, patio and terrace.

Updated March 2018

RULES AND REGULATIONS

1. No part of the Property shall be used for any purpose except housing and related purposes for which it was designed. Each Unit shall be used as a residence for a single family excepting Units which may be used for professional purposes permitted by the applicable governmental laws, ordinances, regulations and codes, and with the prior written approval of the Board of Managers.
2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Managers. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the By-Laws.
3. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on any of the Buildings or contents thereof applicable for residential use (or permitted professional purposes) without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any of the Buildings or contents thereof or which would be in violation of any law. No waste or trash shall be permitted in the Common Elements.
4. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a Building, and no sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls, doors, roof or any part thereof or exposed on or at any window, without the prior written consent of the Board of Managers.
5. No birds, animals or reptiles of any kind shall be raised, stored or kept in any Unit or in the Common Elements. Notwithstanding the foregoing, common household pets (including but not limited to dogs, cats, small birds, small mammals and small reptiles), not to exceed two per Unit, may be kept inside Units, subject to the rules and regulations adopted by the Board of Managers. Household pets may not be kept, stored or maintained for any commercial or food-producing purposes. Should any household pet cause or create a nuisance or unreasonable disturbance or noise it shall be permanently removed from the Property upon three (3) days written notice from the Board of Managers. In no event shall any pet be permitted in any portion of the Common Elements unless carried or on a leash (not to exceed six feet in length), and none shall be permitted on any grass or garden plot under any circumstances. All dog waste must be cleaned up promptly and properly.
6. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully, negligently or otherwise, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.
7. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Building or which would structurally change any of the Buildings.

8. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

9. Except in recreational or storage areas designated as such by the Board of Managers, there shall be no playing, lounging or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that garages, balconies and patios may be used for their intended purposes. Storage by Unit Owners in areas (if any) designated by the Board of Managers shall be at the Unit Owner's risk.

10. Except to the extent permitted or otherwise expressly authorized herein or in the By-Laws, no industry, business, trade, occupation or profession of any kind, commercial, religious, education or otherwise, designed for profit, altruism or otherwise, shall be conducted, maintained or permitted on any part of the Property nor shall any "For Sale", "For Rent or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein, nor shall any Unit be used or rented for transient, hotel or motel purposes.

11. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Managers.

12. No part of the Common Elements of any Building shall be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Board of Managers.

13. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, balconies or patios thereof, any dirt or other substance.

14. All radio, television or other electrical equipment of any kind installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

15. The agents of the Board of Managers or (if any) the managing agents, and any contractor or workmen authorized by the Board of Managers or the managing agent, may enter any room or Unit in a Building at any reasonable business hour of the day after not less than one day's notification (except in case of emergency, in which case no advance notice need be given), for the purpose of inspecting such Unit for the presence of any vermin, insects or other pest and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

16. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

17. Bagged garbage must be tied and put out in front of Units no earlier than 6 AM on the morning of the scheduled garbage pickup. Garbage cans and other secure containers may be placed outside Units after sundown the night before the scheduled garbage pickup. Emptied cans must be removed as promptly as possible. Recycling

should be put out in front of Units no earlier than 6 AM on the morning of the scheduled recycling pickup. Nothing shall be hung from the outside of windows, balconies or patios or placed upon window sills, nor shall any rugs or mops be shaken or hung from windows, doors, balconies or terraces.

18. No washing of automobiles shall take place on any portion of the Property nor shall the parking areas be used for any purpose other than to park automobiles excluding, specifically, trucks, commercial vehicles or trailers. Commercial trucks and other commercial vehicles may park temporarily for the purpose of making a delivery or pick-up.

19. No balcony or patio shall be decorated, landscaped, enclosed or covered by any awning or otherwise without the consent in writing of the Board of Managers.

20. No Unit Owner or occupant or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance.

21. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family or by his agent, servant, employees, licensee or visitor to an employee of the Board of Managers, whether for such Unit or an automobile, trunk or other items of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

22. Draperies, blinds or curtains must be installed by each Unit Owner or occupants of Units.

23. The Board of Managers may assign individual parking spaces to Unit Owners or occupants of Units with or without charge as the Board of Managers may see fit (in its sole discretion). Rules governing the use of parking spaces appear under Parking Rules and are part of the Rules and Regulations.

24. Unit Owners shall not cause or permit any unusual or reasonably objectionable noise or odor to be produced in or emanate from their Units.

25. Unit Owners who use their fireplaces shall have their chimneys cleaned once a year and all Unit Owners shall have their dryer vents cleaned every two years.

26. Expired leases must be renewed in writing in order for tenants to continue residency. Proposed lease renewals must be submitted to the Board for approval. Unit Owners may not permit Tenants to remain in leased Units on a month-to-month basis without a lease renewal. The Board shall have the right of first refusal to lease the Unit on the same terms set forth in the proposed lease renewal.

27. Any purported lease, lease renewal, or assignment entered into in violation of these Rules and Regulations shall be null and void and the Board shall have the power to terminate such purported lease, lease renewal, or assignment and/or to bring summary proceedings to evict the Tenant in the name of the Unit Owner with the expense of any such action to be borne by the Unit Owner.

28. In the event that any Unit Owner or the Tenant or guest of any Unit Owner violates one or more provisions of the By-Laws or of these Rules and Regulations, the Board shall have the power to ensure compliance by enforcing all remedies under the By-Laws, applicable law and these Rules and Regulations. Unit Owner and Tenant shall be jointly and severally liable for any expense incurred by the Board to ensure compliance.

CARBON MONOXIDE DETECTOR COMPLIANCE FORM

The shareholder(s) named below acknowledges that he/she/they have been advised of the legal requirement to install an operable carbon monoxide detector (s) in their apartment unit at this time and that he/she/they have complied with said law (Ammand's Law) by installing an operable carbon monoxide detector(s) as of the date below.

Dated _____, 2010
Month/Day

Unit Owners:

Print Name

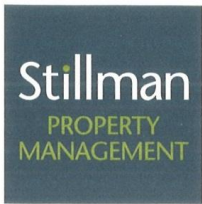
Print Name

Signature

Signature

Address:
Gramatan Townhouses Condominium, Bronxville, NY 10708

Unit # _____



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Please be advised that the Power of Attorney is included in this application as a courtesy and it is also in the Offering Plan, you will need to keep a copy for the closing.

Please provide the following information with your application in order to send the information regarding the Right of First Refusal for closing:

Seller's Attorney

Name: _____

Phone Number: _____

Fax Number: _____

Email: _____

Buyer's Attorney

Name: _____

Phone Number: _____

Fax Number: _____

Email: _____

RESIDENTIAL UNIT POWER OF ATTORNEY

PREMISES:

SECTION:

BLOCK:

LOT:

COUNTY:

RECORD AND RETURN TO:

**Stillman Management
440 Mamaroneck Avenue Suite S-512
Harrison, NY 10528
Attention: Rita Pita**

EXHIBIT 5

POWER OF THE ATTORNEY

The undersigned, _____, the owner of Unit No. _____ (being also the street number of the unit), located in Bronxville, New York, designated and described as such Unit No. _____ in the Declaration establishing a plan for the condominium ownership of said Unit together with other Units and the land on which they are erected (being known as Gramatan Townhouses of Bronxville Condominium) dated _____, 20__, recorded in the Office of the County Clerk of Westchester County, Division of Land Records, State of New York, on _____, 20__, in Liber _____ of Deeds at page _____, and on the Floor Plans on file in said County Clerk's Office as Map No. _____, do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of Gramatan Townhouses of Bronxville Condominium jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers or in the name of their designee, (corporate or otherwise), on behalf of all owners of Units in said property, in accordance with their respective interests in the Common Elements (as such term is defined in said Declaration), any Unit whose owner desires to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in all other assets of the Condominium, (hereinafter collectively called the "Appurtenant Interests"), or any Unit, together with the Appurtenant Interests, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose owner desires to rent the same, at such prices or at such rental, as the case may be, and on such terms as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease or mortgage or otherwise deal with (but not to vote the votes appurtenant thereto) and such Unit so acquired by

them, or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in the said premise which the undersigned could do if the undersigned were personally present.

The acts of a majority of such persons constituting the Board of Managers shall constitute the acts of said attorneys-in-fact.

This Power of Attorney shall be irrevocable.

In Witness Whereof, the undersigned has/have executed this Power of Attorney this _____ day of _____, 20__.

_____ L.S.

_____ L.S.

State of New York)

: ss.:

County of Westchester)

On the ____ day of _____, in the year 20__, before me, the undersigned personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment