

VILLAGE GARDENS TENANTS CORP.

HOUSE RULES

- 1) The fire escapes (located on the terrace) shall not be obstructed in any way. Barbecue grills on the 2nd and 3rd floor terraces are prohibited by the Village of Mamaroneck Fire Department
- 2) No grills shall be used without prior consent of the lessor. Lessee must agree, in writing, to indemnify and hold the lessor harmless from any and all liability arising from the use of the barbecue grills or accidental damage due to storage of propane gas tanks.
- 3) Children shall not play in or on any of the public grounds including the parking lots. This includes but is not limited to ball playing and/or activities that include throwing or kicking any object on or at the property that may result in physical damage to the property.
- 4) All shared porch entrances must be kept clear of all objects that would hinder ingress or egress to or from any of the apartments involved.
- 5) No Lessee shall make or permit to be made any disturbing noises in the Buildings or do or permit anything to be done therein which will interfere with rights, comforts or conveniences of any other Lessee. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph, radio, or television loud speaker in such Lessee's apartment between the hours of 10:00 PM and the following 8:00 AM if the same shall disturb or annoy other occupants of the Building. Construction or repair work or other installation involving noise shall be conducted in apartments between the hours of 8:30 AM and 5:00PM on weekdays only.
- 6) No awnings, window air conditioning units or ventilators shall be used in or about the Buildings except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything be projected out of any window in the Buildings without similar approval. The apartment corporation shall not be held liable for any falling objects, authorized or unauthorized.
- 7) No sign, notice, or advertisement 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.
- 8) Refuse from the apartment shall be disposed of only at such times and in such manner as the superintendent or the managing agent for the Building may direct. Regular garbage must be bagged and placed in proper receptacles. All Lessees must fully comply with the recycling laws put forth by the State of New York and the Village of Mamaroneck. The proper receptacles will be available in the same area where the other garbage is deposited.
- 9) Toilets and other water apparatus in the Buildings shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any 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.

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HOUSE RULES (continued)

- 10) No Lessee shall send any employee of the Lessor on any private business of the Lessee.
- 11) Effective April 1, 2003, no pets are allowed at the Village Gardens. As of March 31, 2004, the grandfathering aspect of this rule will expire – all owners who presently have pets may not replace them should they die.
- 12) 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.
- 13) 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 a manner as to impede or prevent ready access to any entrance of the Building by another vehicle. No vehicle shall park in areas designated as the Fire Zones as per Village of Mamaroneck fire ordinance.
- 14) Parking of commercial vehicles is prohibited.
- 15) 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. The Lessee is not permitted to allow friends or any non-lessee to use the coop laundry facilities.
- 16) No clothes washers, dryers, garbage disposals or dishwashers are permitted in any apartment.
- 17) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- 18) Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise reducing material, to the extent of at least 80% of the floor area of each room excepting only kitchens, bathrooms, closets, and foyers.
- 19) No group tour or exhibition of any apartment or its content shall be conducted nor shall any auction or sale be held in any apartment without the consent of the Lessor or its managing agent. No “open house event” shall take place unless by a licensed realtor with permission of the Board of Directors.
- 20) 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 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 this purpose and to charge the cost of such cleaning to the Lessee.
- 21) Complaints regarding the service of the Building 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.

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HOUSE RULES (continued)

- 23) As of 4/1/03, all Shareholders at Village Gardens are required to secure and maintain an insurance policy of at least \$300,000.00 liability and contents coverage for all equipment, furniture and personal possessions.
- 24) The agents of the Lessor, and 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 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 such vermin, insects or other pests. If the Lessor takes measures to control carpet beetles, the cost thereof shall be payable to the Lessee as additional rent (Maintenance).
- 25) Hosing down of vehicles and repair work to vehicles is prohibited in the parking lots.
- 26) The Lessor is not responsible for loss or destruction of any items placed in the storage facility. Items left thirty days after moving will be deemed abandoned and disposed of without liability to the corporation.
- 27) Each Lessee shall provide the superintendent with all outside keys (1 or 2) to the apartments.
- 28) Residents may park no more than one car per unit in the parking area. Spaces will be assigned to all shareholders.
- 29) Lessees with terraces shall be responsible for prompt removal of snow and ice from their terrace after every snow and ice storm. The Lessee shall be responsible for damages resulting from violation of this rule. In the event of such damage, lessee will be charged with the cost of repair and restoration.
- 30) Anyone in violation of these House Rules is subject to a reasonable fine no less than \$100.00 at the discretion of the Board of Directors for each violation.
Repeat offenses by the same Shareholder or shareholders guests or occupants will be subject to higher fines based upon the Board's discretion of severity, not limited to \$500.00 for each violation.
- 31) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.
- 32) Any violation of these House Rules shall be considered a violation of the Proprietary Lease.