

BRYANT GARDENS CORP.

WALL TO WALL CARPETING AGREEMENT

WHEREAS, the undersigned, _____, has/have requested that BRYANT GARDENS CORP. approve the transfer of shares and assignment of Proprietary Lease relating to the apartment located at _____ (the "Apartment") from _____ to the undersigned, and

WHEREAS, the undersigned is/are aware that the policy of Bryant Gardens Corp. is to reduce sounds and noise transmitted between apartments, and that in furtherance of this policy, at its meeting on August 16, 2017, the Board of Directors of Bryant Gardens Corp. passed the following resolution:

"**RESOLVED**, that as a matter of policy, the Board shall not approve an assignment of a proprietary lease or the transfer of shares to a proposed buyer unless such buyer agrees in writing to maintain wall-to-wall carpet over 32 oz. padding or better in all rooms of the apartment other than the kitchen and bathroom, as provided in the Corporation's House Rules," and

WHEREAS, pursuant to such policy, the Board of Directors is unwilling to approve the aforesaid transfer of shares and assignment of Proprietary Lease unless the undersigned agrees/agree to abide by the terms and conditions set forth herein, and

WHEREAS, in order to induce the Board of Directors to approve the aforesaid transfer of shares and assignment of Proprietary Lease to the undersigned, the undersigned hereby represents and agrees as follows:

1. The undersigned agrees to maintain wall-to-wall carpeting in the apartment as prescribed by the House Rules for the duration of the tenancy, as such House Rules may be amended from time to time.
2. Violation of the carpeting House Rule shall be tantamount to a violation of the Proprietary Lease, and shall entitle Bryant Gardens Corp., in its sole discretion, to take one or more of the following steps:
 - (a) to rescind its approval of the transfer to the undersigned, regardless of when such violation may occur,
 - (b) to repossess the Apartment through summary proceedings or other judicial process following such rescision,
 - (c) to retain the Move-In Deposit or impose an assessment of up to \$1000 for each violation,
 - (d) to obtain an injunction prohibiting any future violation of this Agreement,
 - (e) and to pursue any other and different remedy as the law may allow to enforce the provisions of this Agreement.

The election of any one such remedy shall not preclude Bryant Gardens Corp. from any other remedy. In the event Bryant Gardens Corp. shall pursue any of the foregoing remedies, it shall be entitled to recover all costs of proceeding, including but not limited to its attorney's fees.

3. This Agreement shall be binding upon the undersigned and his/her/their heirs, successors, and assigns, and shall survive the closing of the title on the apartment.

IN WITNESS WHEREOF, the undersigned has/have executed this Agreement this _____ day of

_____ 20 ____.

Witness: _____