

BRYANT GARDENS CORP.

HOUSE RULES

**A VIOLATION OF HOUSE RULES NO. 1, 13, 17, 22, 25, 26, 27, 28, AND 29
SHALL BE DEEMED TO BE A VIOLATION OF A SUBSTANTIAL
OBLIGATION OF THE TENANCY OF THE LESSEE.**

(1) (a) The public halls, stairwells and stairways of the buildings shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the buildings.

(b) Smoking and vaping is prohibited within 30 feet of the buildings and in the public areas of the buildings, including halls, stairways, basements and laundry rooms. No lessee shall permit unreasonable cooking or other odors, including smoke, to escape into the building. Contractors, service personnel and employees of the Lessor or a Lessee shall not be permitted to smoke or vape within 30 feet of the buildings or anywhere within the buildings.

(c) The Board may impose an administrative fee in the sum of \$50 for each violation of the provisions of this paragraph.

(2) Children shall not play in public areas unless accompanied by a responsible adult.

(3) No public hall of a building shall be decorated or furnished by any Lessee. Signs, notices, and advertisements shall not be displayed on the public side of apartment doors and will be removed without notice by the Maintenance Staff.

(4) No Lessee shall make or permit any disturbing noises in a 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 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 eleven o'clock p.m. and the following eight o'clock 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.

(5) No article shall be placed in the halls or on the staircase landings, nor shall anything be hung or shaken from the doors, or windows, or placed upon the window sills of the buildings.

HOUSE RULES AMENDED AS OF 3/20/2019

(6) No awnings, window shades, window blinds, window air-conditioners or ventilators shall be used in or about a 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. Air-conditioners that damage the brick wall must be removed or replaced.

(7) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of a building, except such as shall have been approved in writing by the Lessor or the managing agent.

(8) No baby carriages, shopping carts, bicycles or other like paraphernalia shall be allowed in or be permitted to remain in the halls, passageways, areas or courts of the buildings. No garbage can, kitchen supplies, umbrellas, boots, shoes, door mats, or other articles shall be placed or left in the halls or landings.

(9) Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.

(10) Garbage and refuse from the apartments shall be disposed of in the trash and recycling containers in the basement, and not left at the curb or elsewhere on the grounds, except in the event a special curb-side pickup is arranged with the Superintendent. Garbage pickup at Bryant Gardens is Monday-Saturday. There is no pickup on Sunday or Federal Holidays.

(11) Water closets and other apparatus in a building shall not be used for any purposes 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.

(12) No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee. No employee, as such, shall accept, receive, hold or become bailee for any property belonging to, delivered to, or for any Lessee. If, however, such person shall nevertheless do so, he shall do so, as the agent, servant or employee of the Lessee and no responsibility shall be assumed by the Lessor.

(13) (a) No dog, cat, bird or animal shall be kept or harbored at the premises, either on a temporary, "visiting" basis or otherwise, excepting only (i) one indoor cat per apartment, and (ii) those particular animals which were harbored at the premises prior to December 10, 1984. This prohibition of dogs, cats, birds or animals **SHALL BE VIGOROUSLY ENFORCED**, and any violation shall immediately precipitate a legal proceeding to compel the removal of the dog, cat, bird or animal and/or the eviction of the Lessee from Bryant Gardens.

(b) 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 a building, or on the sidewalk or street adjacent to a building.

(14) No radio or television aerial shall be attached to or hung from the roof or exterior walls of a building.

(15) The lessee shall use the available laundry facilities only between the hours of 8:00 A.M. and 10:00 P.M. upon such days as may be designated by the Lessor or the managing agent.

(16) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

(17) (a) The Lessee shall keep all floors covered with wall-to-wall carpeting over 32 oz. padding or better excepting the kitchen, closets and bathroom. This rule applies to all apartments at Bryant Gardens, whether on the first floor or second floor of the buildings.

(b) At any time that the floors of the Lessee's apartment are bare (such as for example, prior to replacing existing wall-to-wall carpeting), the Lessee must notify Lessor and provide Lessor with access to the apartment so that Lessor may secure all floorboards before the wall-to-wall carpeting is installed. (See also, House Rule 28).

(18) 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 such purpose and to charge the cost of such cleaning to the Lessee. All apartment windows must be covered with window shades, curtains or blinds in good taste and as approved by the managing agent. No offensive material or signage is permitted to be installed on the windows.

(19) Complaints regarding the services of the building shall be made in writing to the managing agent of the Lessor.

(20) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

(21) (a) The Lessee shall promptly report in writing to the Lessor any evidence or suspicion of vermin, insects or other pests.

(b) The agent 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 any such vermin, insects or other pests.

(c) Failure to report an infestation or to provide reasonable access for inspection and treatment shall be deemed a substantial violation of the Lease.

(22) (a) No washing machines or other heavy appliances shall be installed in the demised premises, nor shall the Lessee use any appliances or machine therein, which in the sole opinion of the Lessor, shall overburden the electric, gas or plumbing lines of the apartment or building.

(b) Lessor shall not consent to the sale of any apartment (transfer of shares and assignment of proprietary lease) which has a washing machine or dryer therein.

(23) The playgrounds, if any, are provided for the exclusive use of the lessees, and playpens, bicycles or any outdoor activities will not be permitted upon the landscaped portions of the Lessor's premises.

(24) Pursuant to paragraph 25 of the Proprietary Lease, the Lessee is required to provide the Lessor with a key to each lock providing access to the apartment. In the event the Lessee changes a door lock or adds additional door locks, the Lessee must promptly provide the Lessor with a duplicate key. As set forth in House Rule (28), no shareholder moving into an apartment at the premises will be entitled to the return of the Move-In Deposit until duplicate keys to the apartment have been provided to Lessor.

(25) (a) No vehicle may be parked or stored at Bryant Gardens unless it has been properly registered with the Lessor and displays a current Bryant Gardens parking registration sticker affixed to the front windshield above or alongside the state registration and inspection stickers. Bryant Gardens registration stickers are not transferable between vehicles or owners and are void if transferred or altered. Bryant Gardens residents may not use Bryant Gardens Visitor Parking Passes in their vehicles.

(b) In order to qualify for Bryant Gardens parking registration, a vehicle must (i) be registered by New York State at a Bryant Gardens address, or (ii) if registered in a state other than New York, be used exclusively by a Bryant Garden resident, or (iii) if registered at a resident's place of employment, be used by the resident for commutation or other purposes. Lessee shall be required to provide such proof as Lessor may require evidencing that a vehicle qualifies for registration at Bryant Gardens.

(c) No more than two (2) actively driven vehicles may be registered for

parking per licensed driver. An actively driven resident's vehicle is a roadworthy, state licensed, registered and, where required, inspected vehicle that is driven at least once a week.

(d) Regardless of the number of licensed drivers residing in any apartment, the maximum number of actively driven vehicles which may be registered for all of the licensed drivers in an apartment shall be four (4).

(e) Under appropriate circumstances, if an application is made, the Lessor may issue Temporary Parking Permits, such as for a vehicle which is temporarily rented by a resident. In addition, Temporary Parking Permits shall be issued to visiting home health care professionals.

(f) Guests who visit Bryant Gardens must park in designated visitor parking areas and must display at all times a completed Bryant Gardens Visitor Parking Pass issued by Management indicating the apartment which they are visiting. The Parking Pass may be either a multi-use mirror hang tag, or a single use dashboard placard near the vehicle registration sticker. Guest vehicles not parked in designated areas between 5:00 p.m. and 8:00 a.m., and guest vehicles which do not display a completed Pass, or which have a Pass but are not driven at least 3 days per week, will be ticketed and booted or towed away.

(g) The lessees, their family, guests and employees, will obey the parking regulations posted at the private streets, roads and driveways, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of all the lessees.

(h) No motor vehicles shall be kept or parked in driveways to parking areas or garages.

(i) No motor vehicles shall be parked or kept so as to block access to or from garages or parking stalls.

(j) No motor vehicle shall be parked on landscaped areas, lawns, curbs, fire lanes, sidewalks, or in cross walks, or double-parked on Bryant Gardens roadways. No motor vehicle without a current handicapped permit or license plate shall park in the spaces designated for handicapped parking. Vehicles parked at Bryant Gardens in violation of Paragraph 25(j) will be ticketed and booted or towed away by Bryant Gardens or by the City of White Plains under Title VIII of the Municipal Code.

(k) Motor vehicles without current licenses, registrations or inspection stickers shall be deemed abandoned and will be removed from the Bryant Gardens premises at the owner's expense.

(l) No commercial vehicles or motor vehicles with commercial license plates, including taxi and limousine plates, and no buses, campers, trailers or similar oversized vehicles, shall be kept or parked on the premises. Commercial vehicles with a current visitor pass may park on the premises during business hours (8:00 am-5:00 pm Monday through Friday, excluding legal Holidays and not on weekends) for authorized construction, remodeling, and moving.

(m) Motor vehicles with flat tires that are not promptly repaired, and motor vehicles which display "FOR SALE" signs shall not be kept or parked at the premises.

(n) Except for delivery and service vehicles which are permitted Monday through Saturday between 8:00 am and 5:00 pm, pick-up trucks, vans (other than minivans), motorcycles, guest vehicles, and vehicles not driven at least three days per week shall not be parked on Bryant Crescent or on the Bryant Avenue bypass.

(o) Vehicles parked at Bryant Gardens in violation of Paragraph 25 will be ticketed and booted or towed away, without notice, at the vehicle owner's expense.

(p) Motor vehicle service, other than emergency tire, battery or windshield service is prohibited on Bryant Gardens roadways, driveways, and parking lots, not including garages and garage aprons. Prohibited vehicle service includes all repairs, service, bodywork, painting, and customizing. Residents in violation will be assessed property damages and have parking privileges revoked. Non-residents will be barred from Bryant Gardens. All violators will be reported to the White Plains Police Department.

(26) (a) Shareholders shall not be permitted to either sublease or assign their garage parking spaces and are required to use them regularly for overnight (8:00 pm-6:00 am) parking of a motor vehicle registered with the Lessor, when one is available, and for parking during storms.

(b) In the event that a shareholder who is renting a garage parking space shall either (i) sell the shareholder's apartment at Bryant Gardens (sale of shares and assignment of proprietary lease), or (ii) cease to occupy an apartment at Bryant Gardens as the shareholder's primary residence, then, in either such event, the garage parking space which had been rented by the shareholder shall revert back to the Lessor for reassignment. Any garage parking space which otherwise becomes available and vacant will similarly revert to the Lessor for reassignment.

(c) No person shall be permitted to rent a second garage parking space if there are residents on the waiting list who do not have a first garage parking space.

(d) The Lessor's managing agent will maintain a parking waiting list for

all garage parking space assignments.

(e) In the event that (a) a shareholder has failed to pay maintenance (rent) to Lessor for two (2) consecutive months or, (b) a shareholder has demonstrated a consistent failure to pay maintenance in a timely manner within the previous twelve (12) month period, then, in either such event, the Board of Directors may terminate the shareholder's use of his/her garage parking space. Upon such termination, the garage parking space shall be reassigned by Lessor in accordance with the parking waiting list.

(f) Garage parking spaces must be used primarily for the parking of motor vehicles and only incidentally for the storage of other items. In no event shall a garage be used solely for storage purposes. In the event of a violation of this rule, the Board of Directors may terminate the shareholders use of the garage. Upon such termination, the garage parking space shall be reassigned by Lessor in accordance with the parking waiting list.

(27) (a) Maintenance is due on the first day of the month. In the event Lessee shall fail to pay rent (maintenance) by the tenth day of the month due, the Lessor, in addition to all other remedies provided by the Proprietary Lease, shall impose a late charge of \$25.00.

(b) In the event a check tendered by a Lessee (Shareholder) for maintenance charges or other monies due Lessor shall be returned for insufficient funds, Lessee shall be required to pay to Lessor an administrative/handling charge in the sum of \$100.00, and to reimburse Lessor for any bank charges incurred by Lessor. These charges shall be in addition to any applicable late charge required to be paid by Lessee and shall in no way limit any and all other remedies available to Lessor under the Proprietary Lease or otherwise.

(28) Move-In Move-Out Security Program. The Lessor has established a move-in move-out security program to safeguard the integrity of the public hallways, grounds and entrances, ensure compliance with the House Rules on carpeting, duplicate keys to all locks for the apartment, and minimize the disturbance to other residents. The shareholder selling his/her apartment must file a completed Purchase Application Form with the Managing Agent together with his/her check for \$1000 and a check from the prospective buyer, also for \$1000. Both checks shall be made payable to Bryant Gardens Corp. (the Lessor) and will be deposited into the Lessor's account. As soon as possible after the closing, the seller shall notify both the Managing Agent and the Superintendent of the date and approximate time of the move-out, so the Superintendent can inspect and protect the hallways, arrange truck parking, and schedule porter service as needed. The buyer shall make the same arrangements for the move-in. Moving is permitted on Monday through Saturday between 8:00 am and 5:00 pm, but not on Sunday or legal Holidays. After the seller moves out, the Superintendent will inspect the premises, the public hallways and the grounds, and complete a Security Inspection Report. If there is no damage to the public areas and the move-in move-out procedures have been followed,

the security deposit, less an Administrative Fee of \$25, will be refunded to the seller. The same procedure will be followed when the buyer moves in. Additionally, the buyer must provide Lessor access to secure all floorboards before buyer installs wall to wall carpeting in compliance with House Rule 17, and buyer must provide the Lessor with duplicate keys to all locks for the apartment as required by House Rule 24 and the Proprietary Lease (Paragraph 25) -- all within (3) months of purchasing and/or taking occupancy of the apartment, whichever is later. If (a) there is no damage to the public areas, (b) wall to wall carpeting is installed over secured floorboards, (c) the buyer has provided duplicate keys to the Lessor, and (d) the move-in move-out procedures have been followed, the security deposit, less an Administrative Fee of \$25, will be refunded to the buyer. If the seller or the buyer fail to comply with the provisions of this paragraph, the security deposit shall be forfeited, and additional costs may be assessed to remedy any damages.

(29) (a) Apartment Remodeling Security Program. The Lessor has established an apartment remodeling security program to safeguard the residents, buildings, equipment, grounds and entrances. Any Lessee who desires to alter, renovate, or remodel his/her apartment, must obtain a Remodeling Request Form from the Managing Agent, and submit the completed form to the Managing Agent together with (a) a security deposit in the sum of \$1000.00, (b) a copy of the Westchester County Home Improvement License for each contractor, and (c) a Certificate of Insurance from each contractor naming Bryant Gardens Corp. and Robert Orlofsky Realty, Inc. as additional insured parties. The Lessee may proceed with the requested work upon obtaining the written consent of the Lessor (see Proprietary Lease, Paragraph 21[a]). All electrical and plumbing materials must comply with City of White Plains codes, and electrical and plumbing work must be filed with the City Building Department and other appropriate agencies. The Lessee will coordinate the scope and schedule of work with the Superintendent and is responsible for the removal of debris. Remodeling work is permitted Monday through Friday between 8:30 am and 5:00 pm, but not on weekends or legal Holidays (see House Rule 4). The security deposit will be utilized by the Lessor to repair any damage caused to the public areas of the buildings and grounds or to the building's standard equipment or to other property of the Lessor. The Lessee is also responsible for the cost of damages exceeding \$1000. In addition, the Lessee shall forfeit the security deposit if there is any violation of the provisions of this House Rule, the requirements, terms and conditions set forth in the Remodeling Request Form, or other requirements or conditions specified by Lessor. The Lessee is responsible for such fines and penalties as may be imposed by the White Plains Building Department or other local authorities for violations of applicable law in connection with the remodeling work. After completion of the work, the Superintendent will inspect the premises, the building equipment, the public hallways and the grounds, and complete a Security Inspection Report. If there is no damage or violation, the security deposit, less an Administrative Fee of \$25, will be refunded to the Lessee.

(b) Remodeling Guidelines. It is the Lessor's responsibility to maintain the entry door, radiators, and windows, and permission will not be given to remove, repair or replace these, except as specified in paragraph 29(c) and 29 (d). Lessee may not

cover or block access to any permanent fixture, shut-off valve, electric supply panel, or mechanical system, including by the creation of an access door. Hot and cold shut-off valves must be accessible on the apartment side of interior walls, and the walls closed with a solid fire rated surface, such as 5/8" sheetrock, plaster or tile. Lessee is responsible to repair or replace all interior wall surfaces with 5/8" sheetrock, plaster or better. Lessor's consent will not be given for the installation of equipment, fixtures or appliances outside of the Lessee's space or that breach or vent through a wall or ceiling. The Remodeling Security Deposit will not be refunded unless a carbon monoxide detector has been installed, and smoke alarms have been installed in the hallway outside each kitchen and bedroom.

(c) Bathroom Remodeling. Lessee is responsible to repair, replace or remodel bathroom fixtures, interior walls, and wall or floor tiles with materials of a kind and quality now customary in comparable buildings (like/kind replacement). Lessee is responsible to maintain tiled walls and floors in good repair (Proprietary Lease, Paragraph 18[a]) and may repair or replace them in kind but may not cover or enclose them. Lessor's consent (Proprietary Lease, Paragraph 21 [a]) will not be given for remodeling using the Re-Bath or similar systems that cover the existing bath tub and shower walls with an acrylic or other liner. Interior walls must be replaced with moisture resistant sheetrock for painted surfaces, and Durock or comparable for tiled surfaces, particularly in the shower stall, sink, and toilet areas. The bathroom radiator may be replaced in kind, or with Lessor's consent with comparable equipment, but may not be removed.

(d) Kitchen Remodeling. Lessee is responsible to repair, replace or remodel kitchen fixtures, interior walls, and floor with materials of a kind and quality now customary in comparable buildings (like/kind replacement). A range hood, if used, must be of the ductless type that re-circulates air through a filter. Garbage disposals are not permitted. The kitchen radiator may be replaced in kind, or with Lessor's consent with comparable equipment, but may not be removed.

(30) Any resident who requires the services of the Lessor's employees to unlock his/her apartment after 5:00 P.M. shall be assessed a charge of \$25.00 for the first instance in a calendar year, \$50.00 for the second, and \$100 for all subsequent instances that year. The fee schedule will reset on January 1 each year.

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