



# Garthchester Realty

www.GarthchesterRealty.com

440 Mamaroneck Ave., Suite S512  
Harrison, New York 10528  
(914) 725-3600 F:(914) 725-6453

98-20 Metropolitan Ave., Suite 1  
Forest Hills, New York 11375  
(718) 544-0800

## **2550 INDEPENDENCE AVE. OWNERS CORP. SUBLEASE RENEWAL APPLICATION FOR BOARD APPROVAL**

**Return Application to: Garthchester Realty**  
440 Mamaroneck Avenue, Suite S-512  
Harrison, NY 10528  
Attn: Margie Cruz

**The Subtenant must provide one (1) hard copy of the sublease renewal application prior to the Board considering the Subtenant for a second term. Please do not staple or submit double sided copies.**

**Incomplete packages will not be processed.**

Sublease Renewal Application.

1.
    - A. Sublet Application Data Form
    - B. Executed Lease Agreement and Required Rider
    - C. Sublet Fee Agreement (shareholder to complete)
    - D. Letter from shareholder permitting lease renewal
    - E. Sublet Contact Form
    - F. Smoking Policy
    - G. House Rules and Penalties for Violations
    - H. \$175 Processing Fee made payable to : Garthchester Realty (money order or certified check **ONLY**)
  2. Apartment Sublease Agreement, complete and signed by shareholder and tenant (Only the enclosed buildings approved sublease form may be used, no substitutions).
  3. Sublet Fee is: 10% of the rent which we will bill the shareholder in two (2) installments.
- **Maintenance, arrearage, and all other charges must be paid and up to date prior to submitting an application for Board consideration.**
  - **NOTE: Please be advised that once a package is received at our management office, it will be reviewed and if all documents are in order, it will be sent to the Board of Directors within five (5) business days for Board consideration. After the Board reviews the application, management will contact you with the Board of Director's decision.**



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## SUBLET APPLICATION DATA FORM

1- Applicant Name: \_\_\_\_\_

2- Home Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

3- Email Address: \_\_\_\_\_

4- Name and Address of Employer:

\_\_\_\_\_

5- Business Telephone: \_\_\_\_\_ Occupation: \_\_\_\_\_

6- Co- Applicant Name: \_\_\_\_\_

11- Home Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

12- Email Address: \_\_\_\_\_

13- Name and Address of Employer:

\_\_\_\_\_

14- Business Telephone: \_\_\_\_\_ Occupation: \_\_\_\_\_

15- Estimated Annual Income from Occupation (s): Applicant: \_\_\_\_\_ Co-Applicant: \_\_\_\_\_

16- Applicant's family consists of: \_\_\_\_\_

17- Please list name, relationship and age of each person who will reside with you in the apartment:

**NAME**

**RELATIONSHIP**

**AGE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

18- Do you intend to use the apartment to any extent for professional or business purposes? \_\_\_\_\_

If so, please state full details: \_\_\_\_\_

19- Are any pets to be kept in the apartment? \_\_\_\_\_

The parties agree as follows:

## SUBLEASE AGREEMENT Blumberg - P193

Date of this

Sublease: \_\_\_\_\_

Parties to this

Sublease: Over-tenant: \_\_\_\_\_  
Address for notices: \_\_\_\_\_

You, the Under-tenant: \_\_\_\_\_  
Address for notices: \_\_\_\_\_

If there are more than one Over-tenant or Under-tenant, the words "Over-tenant" and "Under-tenant" used in this Sublease includes them.

Information from  
Over-lease:

Landlord: 2550 Independence Ave. Owners Corp. c/o GARTHCHESTER REALTY  
Address for notices: 440 MAMARONECK AVE, S-512, HARRISON, NY 10528

Over-tenant: \_\_\_\_\_  
Address for notices: \_\_\_\_\_

Date of the Over-lease: \_\_\_\_\_  
Term: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

A copy of the Over-lease is attached as an important part of the Sublease.

Term: 1. \_\_\_\_\_ Years \_\_\_\_\_ Months - Beginning: \_\_\_\_\_ Ending: \_\_\_\_\_

Premises Rented: 2. 2550 Independence Ave. APT. Bronx, NY 10463

Use of Premises: 3. The premises may be used for \_\_\_\_\_ only.

Rent: 4. The yearly rent is \$ \_\_\_\_\_. You, the Under-tenant, will pay this yearly rent to the Over-tenant in twelve (12) equal monthly payments of \$ \_\_\_\_\_. Payments shall be paid in advance on the first day of each month during the Term.

Security: 5. The security for the Under-tenant performance is \$ \_\_\_\_\_. Over-tenant state that Over-tenant has receive it. Over-tenant shall hold the security in accordance with paragraph \_\_\_\_\_ of the over-lease.

Agreement to lease and pay rent: 6. Over-tenant sublets the premises to you, the Under-tenant, for the Term. Over-tenant states that is has authority to do so. You, the Under-tenant, agrees to pat the Rent and other charges as required in the sublease. You, the Under-tenant, agree to do everything required of you in the Sublease.

Notices: 7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".

Subject to: 8. The Sublease is subject to the Over-lease. It is also subject to any agreement to which the Over-lease is subject. You, the Under-tenant, state that you have read and initialed the Over-lease and will not violate it in an way.

Over-tenant's duties: 9. The Over-lease describes the Landlord's duties. The Over-tenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Under-tenant, must send the Over-tenant a notice. Upon receipt of the notice, the Over-tenant shall then promptly notify the landlord and demand that the Over-lease agreements be carried out. The Over-tenant shall continue the demands until the Landlord performs.

Consents: 10. If the Landlord's consent to the Sublease is required, this consent must be received within \_\_\_\_\_ days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event, all parties are automatically released and all payments shall be refunded to you, the Under-tenant.

Adopting the Over-lease and Exceptions: 11. The provision of the Over-lease are part of this Sublease. All the provisions of the Over-lease applying to the Over-tenant are binding you, the Under-tenant, except these:  
a) These numbered paragraphs of the Over-lease shall not apply: \_\_\_\_\_  
b) These numbered paragraphs of the Over-lease are changed as follows:  
\_\_\_\_\_

- No Authority:** 12. You, the Under-tenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-lease. You, the Under-tenant, may not rent or other charges to the Landlord, but only to the Over-tenant.
- Successors:** 13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights take the place of the Over-tenant or you, the Under-tenant. Examples are an assign, heir or legal representative such as an executor of your will or administrator of your estate.
- Changes:** 14. This Sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

**Signatures:**

**OVER-TENANT:**

\_\_\_\_\_  
 \_\_\_\_\_  
**You, the UNDER-TENANT:**  
 \_\_\_\_\_  
 \_\_\_\_\_

**Witness:**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ S.S: \_\_\_\_\_  
 On \_\_\_\_\_ before me personally appeared before me and known to me to be the Individual(s) described in and who executed the foregoing Sublease, and duly acknowledged before me and the he/she executed the same. \_\_\_\_\_

**GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE**

- Date of Guarantee:** \_\_\_\_\_
- Guarantor and Address:** \_\_\_\_\_  
 \_\_\_\_\_
- Reason for Guaranty:** 1. I know that the Over-tenant would not rent the premises to the Under-tenant unless I guarantee Under-tenant's performance. I have also requested the Over-tenant to enter into the Sublease with the Under-tenant. I have a substantial interest in making sure that the Over-tenant rents the premises to the Under-tenant.
- Guaranty:** 2. The following is my Guaranty:  
 I guaranty the full performance of the Sublease by the under-tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money changes.
- Changes in Sublease:** In addition, I agree to these other items:  
 3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes.
- Waiver to notices:** 4. I do not have to be informed about any failure of performance by the under-tenant. I waive notice of non-payment or non-performances.
- Performances:** 5. If the Under-tenant fails to perform under the Sublease, the Over-tenant may require me to perform without first demanding that the Under-tenant perform.
- Waiver of Jury Trial:** 6. I give up my right to Trial by jury in any claim related to the Sublease or this Guaranty.
- Changes:** 7. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.

**Signatures:**

**WITNESS:**

**GUARANTOR:**

\_\_\_\_\_  
 \_\_\_\_\_

**REQUIRED RIDER TO SUBLEASE  
2550 INDEPENDENCE AVE. OWNERS CORP.**

DATE: \_\_\_\_\_

APARTMENT: \_\_\_\_\_

SHAREHOLDER/SUBLESSOR: \_\_\_\_\_

SUBTENANT: \_\_\_\_\_

**1. REQUIRED RIDER CONTROLS**

This Required Rider is annexed to a Sublease agreement entered into by and between Shareholder/Sublessor and Subtenant. If any provision of this Required Rider shall be in conflict with any printed provisions of this Sublease or any other riders thereto, the provisions of this Required Rider shall control and be binding.

**2. MARGIN HEADINGS**

The margin headings are intent only for the convenience in finding the subject matter and do not constitute part of the text of this Sublease.

**3. SUBSUBTENANT'S COMPLIANCE WITH CORPORATION'S PROPRIETARY SUBLEASE, BY-LAWS AND HOUSE RULES**

a. Subtenant acknowledges that the Apartment is a part of a cooperative known as 2550 Independence Ave. Owners Corp. (the "Corporation") and that the Shareholder/Sublessor is obligated to comply with the terms and conditions of the Corporation's Proprietary Sublease, By-Laws and House Rules (collectively, the "Governing Documents"). Subtenant agrees that Subtenant is similarly obligated to comply with all of the terms and conditions of the Governing Documents and that Subtenant shall not act (or fail to act) in any way that would constitute a breach, default under or violation of the Governing Documents.

b. Any act, omission or conduct of Subtenant, or Subtenant's family members, agents, invitees or contractors which constitutes or results in breach, default under or violation, of the Governing Documents shall likewise be considered a default by Subtenant under this Sublease for which Shareholder/Sublessor shall be entitled to exercise any and all rights and remedies available in this Sublease and at law or in equity.

**4. HOUSE RULES OF THE CORPORATON**

Subtenant acknowledges the receipt of a copy of the Corporation's House Rules. Subtenant acknowledges and represents that Subtenant has reviewed the House Rules and that Subtenant understands that these rules are incorporated into this Sublease, by reference, and that Subtenant shall be obligated to comply with any amendments to the House Rules as may, from time to time be enacted by the Corporation.

**5. TERMINATION OF SUBLEASE BY CORPORATION/FEES AND EXPENSES**

Shareholder/Sublessor and Subtenant acknowledge and agree that in the event of a default by Subtenant in the performance of the terms of this Sublease which default remains uncured after written notice and a ten (10) day opportunity to cure, the Corporation shall have the power to terminate and void this Sublease and/or to bring summary proceedings to evict Subtenant in the name of the Shareholder/Sublessor. In the event the Corporation incurs any cost or expense, including, without limitation, attorneys' fees, disbursements and court costs, arising from the Subtenant's breach of Subtenant's obligations under this Sublease, whether or not any action or proceeding is instituted in connection therewith, Shareholder/Sublessor and Subtenant agree that they are jointly and severally liable to the Corporation for payment and reimbursement of the Corporation for any of such expenses so incurred or paid.

**6. PAYMENT OF RENT TO THE CORPORATION**

Shareholder/Sublessor and Subtenant acknowledge that this Sublease is subject to Section 339-kk of the Real Property Law of the State of New York and as such if the Shareholder/Sublessor fails to make payments due to the Corporation for maintenance, assessments or late fees for the Apartment within sixty (60) days of the expiration of any grace period after the due date thereof, upon written notice and demand sent by regular mail by the Corporation to Shareholder/Sublessor and Subtenant, the Corporation shall have the right to direct that all sub-rental payments from the Subtenant be paid directly to the Corporation until such time as the Shareholder/Sublessor's arrears are paid in full. The Subtenant hereby agrees to pay the sub-rent to the Corporation upon receipt of the aforesaid notice and demand until the Corporation notifies the Subtenant that Subtenant may resume paying the rent to the Shareholder/Sublessor. To the extent Subtenant pays of sub-rent to the Corporation as required above, Subtenant's obligation to pay such sub-rent to the Shareholder/Sublessor shall be and be deemed to be discharged.

**7. AUTHORIZED OCCUPANTS/NO SUBSTITUTION OF OCCUPANTS**

Subtenant represents that the following persons shall reside in the Apartment and that no other persons shall occupy the Apartment:

LIST OF AUTHORIZED OCCUPANTS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(include names of children)

There shall be no addition or substitution of persons authorized to occupy the Apartment without the Subtenant first obtaining prior written authorization from Shareholder/Sublessor and the Corporation.

**8. NO PETS**

Subtenant may not maintain, harbor, or keep any pet(s) in the Apartment unless Subtenant shall have first obtained the written permission of the Shareholder/Sublessor and the Corporation.

**9. NO ALTERATIONS**

Subtenant understands and agrees that no structural changes, alterations, or additions to the Apartment may be made without the written consent of Shareholder/Sublessor and the Corporation in each instance.

**10. NO FURTHER ASSIGNMENT OR SUBSUBLEASE**

Subtenant understands and agrees that Subtenant may not assign this Sublease or sublet any portion of the apartment without written consent of Shareholder/Sublessor and the Corporation in each instance.

**11. NO AMENDMENT, MODIFICATION OR EXTENSION**

This Sublease may not be modified, amended, or assigned nor may the term of this Sublease be extended by Shareholder/Sublessor and/or Subtenant without the prior written consent of the Corporation, in each instance.

\_\_\_\_\_  
Shareholder/Sublessor

\_\_\_\_\_  
Subtenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shareholder/Sublessor

\_\_\_\_\_  
Subtenant

\_\_\_\_\_  
Date



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**2550 INDEPENDENCE AVE. OWNERS CORP.**  
**2550 INDEPENDENCE AVE**  
**BRONX, NY 10463**

## SUBLET FEE AGREEMENT

The sublet policy is for a 1-year term renewable for a second year upon approval of the Board of Directors.

The Sublet Fee is 10% of the rental each year payable in 2 installments. Subletting is limited to a **maximum of two (2) years.**

### CHECK ONE LINE

\_\_\_\_\_ For the 1<sup>st</sup> Year  
\_\_\_\_\_ For the 2<sup>nd</sup> Year

I agree to pay: \$ \_\_\_\_\_ in two (2) installments of

\$ \_\_\_\_\_ TWO\_(2) months after the lease start date and

\$ \_\_\_\_\_ FIVE\_(5) months after the lease start date.

I (We) have read the above and accept the terms of this agreement.

Signed:

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Date

Apartment #: \_\_\_\_\_



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TO: ALL SHAREHOLDERS AND RESIDENTS OF 2550 INDEPENDENCE AVE. OWNERS CORP.

Dear Shareholders and Residents:

We are in the process of updating the files for the co-op and in the event of an emergency; we must be able to contact you as quickly as possible. Please fill out the bottom of this notice and return to management.

Thank you.

---

\_\_\_\_\_ **Print First Shareholder or Resident Name:** \_\_\_\_\_ **Apartment #** \_\_\_\_\_

**WORK NUMBER:** \_\_\_\_\_

**HOME NUMBER:** \_\_\_\_\_

**CELL NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

---

\_\_\_\_\_ **Print Second Shareholder or Resident Name:** \_\_\_\_\_ **Apartment #** \_\_\_\_\_

**WORK NUMBER:** \_\_\_\_\_

**HOME NUMBER:** \_\_\_\_\_

**CELL NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**FIRST EMERGENCY CONTACT NAME:** \_\_\_\_\_

**EMERGENCYCONTACT PHONE:** \_\_\_\_\_

**SECOND EMERGENCY CONTACT NAME:** \_\_\_\_\_

**EMERGENCYCONTACT PHONE:** \_\_\_\_\_



**2550 INDEPENDENCE AVE. OWNERS CORP.  
2550 INDEPENDENCE AVENUE  
RIVERDALE, N.Y. 10463**

**Smoking Policy  
2550 Independence Ave. Owners Corp.  
ADOPTED AS OF APRIL 4, 2018**

Purpose: In order to comply with recent NYC law, the Board of Directors of 2550 Independence Ave. Owners Corp. (the “Corporation”) has adopted the policy below with respect to smoking in and around the building and property owned by the Corporation with an address at 2550 Independence Avenue, Bronx, New York, and made this Smoking Policy a part of the House Rules.

For the purposes of this policy:

1. The term “smoking” includes, but is not limited to, inhaling, exhaling, burning, carrying or creating any smoke from any lighted cigar, cigarette, pipe, or any form of lighted object or device, including E-cigarettes (vaping) or any other electronic cigarette or device or any other lighted tobacco, plant product or synthetic product intended for inhalation or any other items or materials that may be smoked, whether such substance is a legal substance or an illegal substance.
2. The term “Common Areas” means the entire property owned by the Corporation, except for the individual apartments, but including, without limitation, all areas of the lobby, recreation or multi-purpose rooms, hallways, laundry rooms, stairs and staircases, elevators, terraces or balconies appurtenant to apartments (except if any such terrace or balcony is incorporated into the apartment as an interior space), roof areas, garage roof areas and any decks thereon, fitness and exercise rooms, children’s playrooms, playgrounds, sidewalks on the Corporation’s building and property, any garage or parking areas (whether indoor or outdoor) owned by the Corporation, rear yard areas and grass, landscaped and garden areas on and around the Corporation’s property.

The Smoking Policy:

A. Smoking is prohibited in all Common Areas within the interior of the Corporation’s building and on the Corporation’s property outside the Building, and as required by all applicable laws. No shareholder or occupant of the building shall smoke, or permit smoking by any occupant, agent, tenant, business invitee, guest, friend or family member in any Common Areas whatsoever nor shall smoking be permitted in any manner outside of the window frame of any window. It is noted that any such smoking in Common Areas, is also a violation of applicable New York Law.

B. Smoking of a legal substance within an apartment is permitted, subject to compliance with applicable New York State and New York City laws and codes, although discouraged as a policy matter. Any smoking in an apartment is subject to the prohibitions and restrictions contained in the Corporation's Proprietary Lease and House Rules which restrict shareholders from causing or permitting unreasonable odors from emanating from their apartments and or from causing or creating or permitting a nuisance to other Cooperative residents of the building.

C. Pursuant to applicable law, any shareholder who desires to sell or sublease an apartment must provide the prospective purchaser or subtenant with a copy of this Smoking Policy and attach a copy of the Smoking Policy as an exhibit to any contract of sale or sublease.

D. The Board of Directors has and maintains the authority and power to enact rules and regulations which it deems necessary to enforce this Smoking Policy, in accordance with the applicable provisions of the Proprietary Lease and House Rules.

\_\_\_\_\_  
Signature Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Date: \_\_\_\_\_

**2550 INDEPENDENCE AVE. OWNERS CORP.  
2550 INDEPENDENCE AVENUE  
RIVERDALE, NY 10463**

**House Rules  
(as amended May 10, 2023)**

**1. Use of Public Areas and Exteriors**

- (a) The public halls and stairways of the building must not be obstructed or used for any purpose other than entrance into and exit from the apartments in the building.
- (b) Children must not play in the public halls, lobby, stairways, laundry rooms, elevators, indoor and outdoor parking lots, or any other public areas of the building. No one is permitted on the roof except in emergencies.
- (c) Residents may not sit in the lobby for prolonged periods of socialization or distract the doormen from their duties.
- (d) Public halls of the building may not be decorated or furnished by any resident in any manner.
- (e) Tricycles, bicycles, scooters, or similar vehicles, baby carriages, or shopping carts are not allowed to stand in the public halls or passageways of the building.
- (f) Articles may not be placed in the halls or on the staircase landings. Nothing may be hung or shaken from the windows, terraces, or balconies, or placed upon the outer window sills or fire escapes of the building.
- (g) Satellite dishes may not be attached to or hung from the exterior of the building, nor placed on the roof of the building without the prior written approval of the Managing Agent.
- (h) Awnings may not be used in or about the building and nothing may be projected out of the window of the building without the prior written approval of the Managing Agent.
- (i) Signs, notices, or advertisements may not be inscribed or exposed on or at any window or other part of the building without the prior written approval of the Managing Agent.
- (j) Residents may not install any plantings on the terraces, balconies, or garage roof without the prior written approval of the Managing Agent. It is the responsibility of the resident to maintain any permitted plant containers in good condition, and keep the drains free from obstructions.

**2. Smoking**

- (a) The term "smoking" includes, but is not limited to, inhaling, exhaling, burning, carrying or creating any smoke from any lighted cigar, cigarette, pipe, or any form of lighted object or device, including E-cigarettes (vaping) or any other electronic cigarette or device or any other lighted tobacco, plant product or synthetic product intended for inhalation or any other items or materials that may be smoked, whether such substance is a legal substance or an illegal substance.
- (b) The term "Common Areas" means the entire property owned by the Corporation, except for the individual apartments, but including, without limitation, all areas of the lobby, recreation or multi-purpose rooms, hallways, laundry rooms, stairs and staircases, elevators, terraces or balconies appurtenant to apartments (except if any such terrace or balcony is incorporated into the apartment as an interior space), roof areas, garage roof areas and any decks thereon, fitness and exercise rooms, children's playrooms, playgrounds, sidewalks on the Corporation's building and property, any garage or parking areas (whether indoor or outdoor) owned by the Corporation, rear yard areas and grass, landscaped and garden areas on and around the Corporation's property.
- (c) Smoking is prohibited in all Common Areas within the interior of the Corporation's building and on the Corporation's property outside the Building, and as required by all applicable laws. No shareholder or occupant of the building shall smoke, or permit smoking by any occupant, agent, tenant, business invitee, guest, friend or family member in any Common Areas whatsoever nor

shall smoking be permitted in any manner outside of the window frame of any window. It is noted that any such smoking in Common Areas, is also a violation of applicable New York Law.

- (d) Smoking of a legal substance within an apartment is permitted, subject to compliance with applicable New York State and New York City laws and codes, although discouraged as a policy matter. Any smoking in an apartment is subject to the prohibitions and restrictions contained in the Corporation's Proprietary Lease and House Rules which restrict shareholders from causing or permitting unreasonable odors from emanating from their apartments and or from causing or creating or permitting a nuisance to other Cooperative residents of the building.
- (e) Pursuant to applicable law, any shareholder who desires to sell or sublease an apartment must provide the prospective purchaser or subtenant with a copy of this Smoking Policy and attach a copy of the Smoking Policy as an exhibit to any contract of sale or sublease.
- (f) The Board of Directors has and maintains the authority and power to enact rules and regulations which it deems necessary to enforce this Smoking Policy, in accordance with the applicable provisions of the Proprietary Lease and House Rules.

### 3. Use of Terraces

- (a) Terrace Maintenance and Usage (also see House Rules section 1 items (f) and (j))
  - (i) Nothing may be placed on the terrace that will penetrate through the coatings. Care shall be taken to avoid unnecessary abrasion of the terrace coatings. For example, metal lawn furniture or other objects shall not be dragged across the terrace surface; plastic or rubber glides must be placed on the bottom of the legs of all chairs, tables, etc.
  - (ii) Indoor/outdoor carpeting, tile, or any other type of flooring material, shall not be placed over the Sika Balcony Coating. Flooring material retains moisture, and will negatively affect the top-coat portion of the system and void the warranty.
  - (iii) During periods of snow and ice, residents must avoid the use of metal ice scrapers or snow shovels. Soft bristle brooms may be used to sweep the snow off the terrace surface.
  - (iv) Residents may not use chemicals to clean the terrace. Chemicals may discolor and/or attack the coating. The floor coating may be cleaned by using mild liquid cleaner and warm water applied with a soft bristle scrub brush.
  - (v) Residents shall not allow pets to defecate or urinate on the terrace surfacing since it may discolor and/or attack the coating.
  - (vi) Residents shall not paint any surface of the terrace, including the underside of the upper terrace or the brick.
  - (vii) If a resident notices any damage, it should be brought to the attention of the superintendent and the Managing Agent as soon as possible.
  - (viii) Any flooring material that is installed over the coating will be removed by the Apartment Corporation at the resident's expense. Residents will be held responsible for any violation of the maintenance and usage rules and/or any voiding of the warranties.
- (b) Terrace Enclosures
  - (i) If a resident wishes to enclose the terrace, detailed plans must be provided to the Managing Agent for review and approval by the Board of Directors. If required, the work must be submitted to the NYC Department of Buildings (DOB) for a work permit by the resident's architect or contractor, and all enclosures must be approved by the DOB. An Alteration Agreement, in the form then required by the Apartment Corporation, shall be required with respect to any approved enclosure work.
  - (ii) The installation of the enclosure shall not adversely affect the drainage of the terrace.
  - (iii) The installation of the enclosure must conform to the New York City Building Code as well as any other mandatory codes or guidelines and the requirements of the Apartment Corporation and its architect and/or engineer.
  - (iv) If necessary to allow for unobstructed future maintenance work on the terraces, the enclosure must be removed at the resident's expense.

- (v) Residents will be held responsible for any violation of the terrace enclosure rules and/or any voiding of the warranties.

#### 4. Use of Backyard and Community Garden

##### (a) Use of Backyard

- (i) The backyard area will be open for quiet enjoyment by the residents of the building from April 1 to November 30 every year, except it will be closed whenever there is snow or ice on the ground.
- (ii) The area will be open during the following hours:  
Monday – Thursday: 9:00 a.m. – 9:00 p.m.  
Friday: 9:00 a.m. – 10:00 p.m.  
Saturday and Sunday: 11:00 a.m. – 10:00 p.m.
- (iii) Use of the area is intended for activities such as reading, picnicking, and quiet conversation.
- (iv) Residents should be mindful of noise, cleanliness, and safety when using the area.
- (v) Children 14 years of age and under must be supervised by an adult.
- (vi) Noise should be kept to a minimum and devices such as radios, TVs, MP3 players, etc. should always be used with headphones so they are not audible to others.
- (vii) A covered garbage pail will be provided which will be emptied by the Doorman before going off shift. All residents using the area should clean up after themselves.
- (viii) No pets.
- (ix) No smoking.
- (x) No sports, ball playing, frisbees, etc.
- (xi) Residents should make sure the door locks behind them when entering the lobby if there is no Doorman on duty.
- (xii) Rules for Backyard Children’s Party:
  - (1) The backyard is available to be used for parties for children who live in the building aged 10 and younger, to be held from April 1st through November 30th on Saturdays and Sundays between the hours of 11 a.m. – 5 p.m.
  - (2) Submit a “Request to Use Backyard For a Children’s Party” form to the Board of Directors at [2550ownerscorp@gmail.com](mailto:2550ownerscorp@gmail.com) and allow 2 weeks for a response.
  - (3) Also submit a signed Waiver of Building Liability.
  - (4) No barbecuing or open flames (for example, sternos).
  - (5) No structures or outside vendors.
  - (6) No confetti or sparkles.
  - (7) No loitering in the Lobby.
  - (8) Please bring a trash bag with you to clean up after your event. You are responsible for leaving the area in the same condition you found it.

##### (b) Use of Community Garden

- (i) An area in the northeast corner of the backyard is set aside as a community garden.
- (ii) Gardeners must enter the community garden area through the north parking lot entrance. Please be mindful of the cars near the gate.
- (iii) Gardeners may plant vegetables, fruits, and flowers.
- (iv) Each gardener is responsible for the maintenance and upkeep of his or her garden plot. Watering, weeding, harvesting and any other garden related maintenance are all the responsibility of the gardener. Gardeners may arrange for other gardeners to water their plots.
- (v) Children 14 years of age and under are welcome in the garden but must be accompanied by an adult and must be supervised at all times.

- (vi) Each gardener must complete a Waiver of all Claims form before any work in the garden can begin.
- (vii) Garden plots should be cared for at least once a week. If any plot remains unattended for more than three weeks, that plot is subject to reassignment if there is a waiting list.
- (viii) The application of herbicides (weed killers) to the garden plots is prohibited.
- (ix) Assignment of garden plots will be awarded by a lottery system.
- (x) Gardeners may harvest vegetables, fruits, and flowers from their garden only.
- (xi) At the end of the growing season, gardeners are responsible for clearing their plot of all plant material and leaving the plot as they found it in the spring.
- (xii) Plot sizes are to be approximately two feet by four feet staked out by the Co-op and labeled with the gardener's name.
- (xiii) Plots must have been planted by May 15 of each year, weather permitting, or be forfeited to someone on the waiting list.
- (xiv) All paths and plots must be kept free of trash, grass, weeds, etc., by the plot holders. Gardeners must box and bag any trash from his or her plot and dispose of it in a trash receptacle.
- (xv) No trees or perennials should be planted.
- (xvi) Crops must be harvested once they are mature.
- (xvii) If a gardener wants someone to work his or her plot or pick vegetables when he or she is sick or away, the gardener should give that person a signed note.
- (xviii) After the last frost all dead plants, weeds and stakes must be removed from the plot.
- (xix) All gardeners must keep plants in their own plots. They should not let plants or weeds creep into the aisles or into a neighbor's plot.
- (xx) All gardening tools and equipment must be stored in the gardener's apartment.
- (xxi) The Board of Directors reserves the right to amend these rules or rescind the gardening privilege for any or all residents at the Board's discretion.

## 5. Use of Garage Roof

- (a) An area of twenty feet (20') by ten feet (10') has been designated for the use of each apartment that has direct access to the garage roof. No resident, visitor, or pet may walk on, or in any way use, any other part of the garage roof except for emergency egress from the apartment.
- (b) Use of the garage roof must conform with any and all rules and regulations required to comply with the garage roof warranty issued by the manufacturer and rules and regulations that may from time to time be adopted by the Board of Directors. Such rules and regulation currently include, but are not limited to the following, which shall serve as a guide:
  - (i) A protective layer of eco vent drainage mat, provided by the manufacturer Soprema, Inc., must be placed on top of the roof surface covering the area designated for use by each apartment.
  - (ii) If a resident wishes to erect a wooden deck on all or part of the designated area on top of the eco vent drainage mat, detailed plans must be provided to the Managing Agent for review and approval by the Board of Directors and the Apartment Corporation's architect. If required, the work must be submitted to the NYC Department of Buildings (DOB) for a work permit by the resident's architect or contractor, and must be approved by the DOB. An Alteration Agreement, in the form then required by the Apartment Corporation, shall be required with respect to any work, and written approval of the Apartment Corporation must be obtained before any work begins. This includes certification by the Apartment Corporation's architect that the load is applied to the roof in such a manner as to not damage same or void the manufacturer's warrantee.
  - (iii) The installation of a deck must conform to the New York City Building Code as well as any other mandatory codes or guidelines and the requirements of the Apartment Corporation and its architect and/or engineer.

- (iv) If necessary to allow for unobstructed future maintenance work on the garage roof, the deck must be removed by the resident in a timely manner, at the sole cost and expense of the resident, as may be specified in a written notice from the Apartment Corporation or its managing agent. A resident who fails to timely remove a deck as required shall be held responsible for all costs and expenses, including, without limitation, attorneys' fees and expenses, arising from such failure or incurred by the Apartment Corporation to cause removal of the deck.
- (v) Residents may not hang anything from, or attach anything to, the outside of any deck or its railing.
- (vi) Residents will be held responsible for any violation of the garage roof use rules and/or any voiding of the warranty.
- (vii) No pets or animals are permitted on any part of the garage roof.
- (viii) Residents may not install any plantings on any garage roof decks without the prior written approval of the Managing Agent. It is the responsibility of the resident to maintain any permitted plant containers in good condition. Residents may not install any plantings directly on the garage roof.

The foregoing rules are not all of the terms and conditions that may or shall be applicable to the installation of any deck. In all cases the installation of any deck shall remain subject to the approval of the Apartment Corporation and the terms and conditions imposed in the then form Alteration Agreement and the requirements of the Apartment Corporation's architect and/or engineer. Nothing contained in these rules shall be deemed to be a consent by the Corporation to the installation of any particular deck.

## **6. Garbage Disposal**

The following rules must be observed with respect to compactor rooms and chutes:

- (a) Garbage and refuse from the apartments must be disposed of in accordance with the New York City recycling rules. All recyclable items must be washed before disposal.
- (b) Throwing empty paint cans or any other flammable or highly combustible substances into the compactor rooms or chutes is unlawful and the offender is subject to a penalty. These items must be given to the superintendent, handyman, or porter for proper disposal.
- (c) All garbage must be well drained and wrapped in plastic bags that will not drip or burst while being transported to and deposited into the compactor chute. It also must be packaged so that it will not come apart in its descent into the basement equipment.
- (d) Vacuum cleaner bags and kitty litter trays must not be emptied directly into the compactor chute. Such dirt or powdered waste must be securely wrapped or bagged before being deposited into the chute.
- (e) Large cartons, boxes, wood crates, sticks, boards, or other solid matter must be placed in the garbage shed outside the South service entrance. The superintendent must be notified of unusual large items intended for disposal.
- (f) The cost of repairing any damage resulting from misuse of the compactor rooms or chutes will be paid for by the resident who caused the damage.

## **7. Deliveries and Moving**

- (a) Messengers and food deliverers must use the main entrance of the building.
- (b) Furniture, large appliances, and construction materials must be delivered through the service entrances of the building. These deliveries are permitted seven days a week between the hours of 8:00 a.m. and 8:00 p.m...
- (c) Moving in or out of the building is not permitted on Saturdays, Sundays, or holidays. Moving is permitted Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m. and must be arranged for in advance with the Managing Agent and Superintendent.
- (d) The superintendent must be given at least one day prior notice of deliveries and/or moving of

household furnishings in or out of the building so that elevator pads may be installed.

- (e) Any damage to the elevator(s) or any parts of the elevator(s) caused by a resident or the resident's agent while moving large objects or household furnishings will be paid for by the resident.

## 8. Noise

- (a) Residents may not make or permit any disturbing noises or perform any activities which will interfere with the rights, comfort, or convenience of other residents.
- (b) Residents may not play, or permit to be played, any musical instrument in the resident's apartment between the hours of 11:00 p.m. and the following 8:00 a.m. if it disturbs or annoys other occupants of the building.
- (c) Residents may only operate, or permit to be operated, a sound system (such as a radio, television, stereo speakers, etc.) in the resident's apartment between the hours of 11:00 p.m. and the following 8:00 a.m. at such reasonable volume as does not disturb or annoy other occupants of the building.
- (d) Construction or repair work or other installation involving noise may only be conducted in any apartment on weekdays (not including legal holidays) between the hours of 8:00 a.m. and 5:00 p.m. Certain quiet work, such as painting, may be conducted on Saturdays, Sundays, and holidays with the written approval of the Managing Company.
- (e) 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, and closets.

## 9. Pets

- (a) Birds or animals may only be kept or harbored in the building with the written permission of the Managing Agent. Such permission may be revoked by the Managing Agent.
- (b) Dogs are only permitted on elevators or in the public areas of the building when carried or on a leash.
- (c) In no event are dogs permitted to be walked through the main entrance of the building.
- (d) Pigeons or other birds or animals may not be fed from the window sills, terraces, balconies, or in the yard, parking lots, or other public areas of the building, or on the sidewalk or street adjacent to the building.

## 10. Repairs and Maintenance

- (a) Work order forms are available from the superintendent or the doorman.
  - Residents must submit a work order to the superintendent for repairs and/or maintenance needed in their apartments or in the public areas of the building.
  - If the situation is not rectified within three (3) days, the resident should notify the Managing Agent.
  - If the Managing Agent does not resolve the situation within three (3) business days, the resident should notify the Board of Directors in writing.
- (b) Complaints regarding the service in the building should be made in writing to the Managing Agent.

## 11. Renovations and Alterations

No renovations or alterations will be permitted in any apartment without the prior written approval of the Managing Agent. Plans, insurance certificates, renovations agreements, etc. will be submitted to the Managing Agent in accordance with the requirements set by the Board of Directors. No work may begin until written approval is obtained from the Managing Agent.



## 12. Parking

- (a) Residents will abide by all rules adopted, posted, or disseminated from time to time by the Board of Directors with regard to the garage and the driveways.
- (b) Vehicles may not be illegally parked blocking access to the building, driveways, or other parking spaces.
- (c) Any resident renting a parking space in the indoor garage or either of the outdoor parking lots must abide by the rules and regulations set forth by the Board of Directors. These include but are not limited to:
  - (i) The resident may not permit any person to park any vehicle in a space other than the vehicle assigned to that space, other than on an occasional basis. The resident may not charge a fee for the occasional exceptions.
  - (ii) The resident may not use the space for storage of any property other than the vehicle assigned to that space and a shopping cart.
  - (iii) The resident may not keep more than one vehicle in any parking space at any time.
  - (iv) Vehicles may not be parked in any other part of the garage or parking lots except the designated parking spaces.
  - (v) The resident may not block access to any parking space.

## 13. Micro-mobility Vehicles/Lithium-Ion Batteries

Effective March 29, 2023, no electric bicycles, scooters, or similar micro-mobility devices or vehicles, but not including wheelchairs (an “LI Vehicle”) using lithium-ion batteries are permitted in any Apartment, on the terraces, balconies or any other spaces appurtenant to the Apartment, or in the common areas of the building (including but not limited to the public halls, lobbies, basement, elevator, vestibules and stairways) (collectively, the “Property”). No Lessee shall permit any LI Vehicles (whether belonging to the Lessee or to occupants residing with Lessee or to their guests, employees, agents, visitors, tenants, sublessees or licensees) (collectively, “Guests”) to be brought into, kept, charged or stored in the Property. In the event a violation of the foregoing policy results in a fire at the Property, the Lessee who brought the LI Vehicle into the Property or whose Guests brought the LI Vehicle into the Property, shall be responsible for all property damage and bodily injury, including death, resulting from the fire.

## 14. Miscellaneous

- (a) Residents may not send any employee of the Apartment Corporation out of the building on any private business of the resident during the employee's regular working hours.
- (b) The Board of Directors has the right to curtail or relocate any space devoted to storage or laundry purposes.
- (c) Residents must provide the Managing Agent or his contractors access to the apartment for the purpose of ascertaining whether measures are necessary to control or exterminate any vermin, insects, or other pests, and for the purpose of taking such measures as may be necessary to remedy the situation.
- (d) The Managing Agent or superintendent must be informed in advance of any group tour, open house, or exhibition of any apartment or its contents. No auction sale may be held in any apartment without the consent of the Board of Directors or the Managing Agent.
- (e) Any consent or approval given under these House Rules by the Board of Directors or the Managing Agent may be revoked at any time.

## 15. Amendments

These House Rules may be added to, amended, or repealed at any time by resolution of the Board of Directors of the Apartment Corporation.

2550 INDEPENDENCE AVE. OWNERS CORP.  
2550 INDEPENDENCE AVENUE  
RIVERDALE, NY 10463

May 10, 2023

Dear Resident:

Attached is a copy of the revised House Rules for 2550 Independence Avenue. They apply to all residents (shareholders, tenants, and subtenants) and visitors to the building. They are intended to provide for the safe, clean, and orderly operation of the building while also insuring that everyone's rights are protected.

Please read them carefully.

Unfortunately, some residents do not voluntarily abide by these rules, resulting in the infringement upon the rights of other residents. Therefore, the Board of Directors has found it necessary to institute the following fines for violation of any House Rules, with the exception of Rule 13 Micro-mobility Vehicles/Lithium-Ion Batteries, for which the Board has a right to impose a fine of \$500 if it is breached:

- 1<sup>st</sup> violation: You will receive a warning letter from the Managing Agent.
- 2<sup>nd</sup> violation: You will receive a fine of \$50.00.
- 3<sup>rd</sup> violation: You will receive an additional fine of \$100.00.
- 4<sup>th</sup> violation: You will receive an additional fine of \$200.00 and the matter will be referred to the Apartment Corporation's attorney for legal action.
- You will receive an additional fine of \$250.00 for each additional offense.

The building staff is responsible for enforcing these House Rules and is required to advise the Managing Agent of any violators.

The Board of Directors and Managing Agent sincerely hope that we will all respect our neighbors and voluntarily abide by these House Rules making the imposition of fines for enforcement unnecessary.

Thank you for your cooperation.

Board of Directors  
2550 Independence Ave. Owners Corp.

I (we) acknowledge the House Rules of 2550 Independence Ave. Owners Corp.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_