



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. APPLICATION FOR PURCHASE AND BOARD APPROVAL

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

The purchaser must provide two (2) copies of the application and documents in the order listed below prior to the Board considering the application. Please do not staple or submit double sided copies. Incomplete packages will not be processed.

Contract of Sale, Application and Financial Information:

All names must be identical on the bank application, mortgage commitment letter, Aztech forms and purchase application

- Contract of Sale fully executed & an Appraisal Report.
- Purchase application (enclosed forms).
- If purchase is to be financed, bank should provide:
 - o A copy of the commitment letter with monthly loan payments, and copy of the Bank Loan Application (fully executed)
 - o Three original recognition agreements signed by a bank officer. **AZTECH FORM ONLY**
- Financial Statement – Use enclosed forms. Please provide 3 months bank statements.
- Copies of the last two years Federal form 1040 tax returns complete with W-2 forms and 1099's if applicable. Other than the credit report form, we ask that you redact all but the last 4 digits of your social security number and bank account numbers from all supporting documents.
- Statement from applicant(s) explaining source of funds for the purchase of the apartment.
- Letter from employer on company letterhead stating position, annual salary, and length. of employment plus 1 month of most recent pay stubs.
- Homeowner's Insurance to be submitted with application.
- **Please note that 90% financing is permitted. The Flip Tax is 10% of the profit.**
- **Maintenance, mortgage payments, & all other debts, NOT to exceed 38% of monthly gross income.**

Reference Letters:

- Reference letter from Landlord or Managing Agent (must provide twelve (12) consecutive months of most recent cashed rent checks)
- Two (2) letters of professional references for each applicant
- Two (2) letters of personal reference for each applicant

Forms to be completed and signed: (Forms included with this package)

- | | |
|---------------------------------|--|
| 1- Credit Release Authorization | 5- Parking List Request |
| 2- Contact Information Sheet | 6- Moving Guidelines |
| 3- Emergency Contact Form | 7- Lead Paint Disclosure & Laws – signed by seller & purchaser |
| 4- Smoking Policy | 8- House Rules, Terrace, Backyard & Community Garden Waiver |

NON- REFUNDABLE FEES TO BE SUBMITTED WITH APPLICATION:

(Only Certified Bank check or Money Order accepted, paid by applicant(s))

- | | |
|----------------------------|--|
| 1- Application Fee: | \$450.00 payable to Garthchester Realty
(Unmarried couples: \$900.00 application fee) |
| 2- Credit Report: | \$100.00 per person payable to Garthchester Realty |

NOTE: Applicants and occupants 18 and over must fill out the enclosed Lida Form for us to run a credit/background report. A clear report must be submitted.

FEES TO BE COLLECTED AT CLOSING: (Non-refundable unless otherwise noted)

Seller's Fees: All checks must be certified, attorney escrow, or bank checks.

- **Administrative Closing Fee:** **\$725.00 payable to Garthchester Realty Associates**
- **Move-In Deposit:** **\$500.00 payable to 2550 Independence Ave. Owners Corp.**
- **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 to schedule an interview.

APPLICATION INSTRUCTIONS

This application should be completed as follows:

Part I: Filled out by the Seller (present shareholder). If shares are presently owned by more than one person, **Part I** should be signed by each Seller.

Part II: Filled out by the prospective Purchaser(s) (applicant(s)). A copy of the executed contract of sale is to be provided by the Purchaser(s).

A complete application should be dropped off or mailed to:

**Garthchester Realty Associates
440 Mamaroneck Avenue, Suite 512
Harrison, NY 10528
Attn: Margie Cruz**

PART I
(for the seller to complete)

DATE: _____

TO:

I (We) hereby request the Board of Directors of Corp. to approve an assignment of the proprietary lease for Apartment No. _____ at 2550 Independence Avenue and the sale of _____ shares to the applicant named below in Part II. I (We) warrant that the purchase price stated in the contract of sale provided herewith is the total price being paid in connection with the sale of shares and/or the apartment, its fixtures, its improvements, and its contents.

Seller's Signature

E-mail Address

Seller's Signature

E-mail Address

Home or Cell Number

NOTE: The seller must sign Part I (this form) before submitting the application to the management company. Otherwise, the application will be considered incomplete and will not be processed.

Maintenance, arrearage, and all other charges must be paid and up to date prior to submitting an application for Board consideration.



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FOR THE SELLER TO COMPLETE

RESALE TRANSFER FEE – FLIP TAX
2550 INDEPENDENCE AVE. OWNERS CORP.
COMPUTATION OF PROFIT/TRANSFER FEE

NAME: _____

APARTMENT #: _____

SELLER PRICE: \$ _____

ORIGINAL PURCHASE PRICE: \$ _____

BROKER'S COMMISSION (MAX 6%): \$ _____

ATTORNEY'S FEE (MAX \$1,000): \$ _____

CLOSING FEE (MANAGEMENT): \$ _____

STOCK TRANSFER TAX (\$0.05 PER SHARE): \$ _____

SUBTOTAL: \$ _____

10% OF PROFIT EQUALS TRANSFER FEE: \$ _____



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**2550 INDEPENDENCE AVE. OWNERS CORP.
APPLICATION FOR BOARD OF DIRECTORS
SALE OF SHARES IN COOPERATIVE
Email: Margie@garthchesterrealty.com**

INSTRUCTIONS:

Please note that all questions must be answered. Please return the completed application to GARTHCHESTER REALTY ASSOCIATES, 440 MAMARONECK AVENUE #S-512 HARRISON, NEW YORK, 10528 ATTN: MARGIE CRUZ.

SALES APPLICATION . Do not mail or deliver the application to any other address.

All maintenance charges and all application fees must be paid in full before the sales application is processed.

We require the sellers and buyers Attorney's information below.

Seller's Attorney:

Name: _____

Firm: _____

Address: _____

Email: _____

Office: _____ **Fax:** _____

Buyer's Attorney:

Name _____

Firm: _____

Address: _____

Email: _____

Office: _____ **Fax:** _____

PART II

1- Applicant's Name: _____

2- Date of Birth: _____ Social Security: _____

3- Home Address: _____

4- Home Phone: _____ Cell Phone: _____

5- E-mail Address: _____

6- Name and Address of Employer (provide verification letter): _____

7- Occupation: _____ Work Phone: _____

8- Co- Applicant's Name: _____

9- Date of Birth: _____ Social Security: _____

10- Home Address: _____

11- Home Phone: _____ Cell Phone: _____

12- E-mail Address: _____

13- Name and Address of Co-Applicant's Employer (provide verification letter): _____

14- Occupation: _____ Work Phone: _____

15- Estimated Annual Income from Occupation (s):

Applicant: \$ _____

Co-Applicant: \$ _____

From all other sources: \$ _____

Total: \$ _____

16- Will you live in the apartment as your primary residence? _____

17- When will you move in? _____

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

If so, state full details: _____

19- Applicant's family consists of: (If there are any children, give ages)

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

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>AGE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

21- Financial References: List two – provide documentation.

Name: _____

Address: _____

Name: _____

Address: _____

22- Present Landlord:

Name: _____

Address: _____

Date of Occupancy: From: _____ To: _____

Rent: _____

23- Previous Landlord (if at present residence less than five years):

Name: _____

Address: _____

Date of Occupancy: From: _____ To: _____

Rent: _____

****Please have landlord reference letter included in package****

24- Personal References:

1. Name: _____

Address: _____

2. Name: _____

Address: _____

****Please have reference letters included in package****

25- If you know any persons presently residing at 2550 Independence Avenue?

Please list their names: _____

26- Schools and colleges attended by applicant, co-applicant and members of family.

***List class and degree in each case:**

27- Address of all additional residences owned or leased: _____

28- Are any pets to be maintained in the apartment? _____

If the answer is yes, indicate number and kind: _____

29- List exact name or names in which shares are to be owned and lease to apartment is to be issued: _____

30- Applicant's Attorney's Name: _____

Address: _____

Telephone Number: _____

Email Address: : _____

31- Real Estate Agent's Name: _____

Address: _____

Telephone Number: _____

Email Address: : _____

Real Estate Agent's Fee/Commission: _____

32- Do you intend to do any renovations or make any improvements in the apartment? If so please state general nature and approximate cost. _____

33- How do you intend to pay for the apartment (if cash deal please indicate)?

34- If you intend to finance part of the purchase price with a loan, please state lender, amount of loan and monthly payment. _____

35- Are you party to any litigation? If so, please state the circumstances.

36- Have you ever been sued for not paying a bill? If so, state the circumstances.

37- Are there any tax liens outstanding against you? If so, please state the circumstances.

38- Are there any other liens outstanding against you? If so, please state the circumstances.

39- Have you ever been turned down for a loan or a credit card? If so, please explain.

40- List total estimated monthly payments for apartment for first year (including maintenance, co-op loan, utilities) and total sources of estimated monthly income.

Estimated Monthly Payments:

Estimated Monthly Incomes:

41- Have you submitted your homeowners insurance with this application? _____
If not, it must be submitted to management prior to an interview with the Board of
Directors.

42- Please list the amount of life insurance.

Applicant: _____ Co-Applicant: _____

43- Please list weekly benefit of disability insurance.

Applicant: _____ Co-Applicant: _____

**BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY
PRECEDING DATE OF APPLICATION**

<u>ASSETS</u>		
1.	CASH	\$ _____
2.	CHECKING ACCOUNTS	\$ _____
3.	SAVINGS ACCOUNTS, MONEY FUNDS	\$ _____
4.	TOTAL CASH, BANKS AND MONEY FUNDS	\$ _____
5.	MARKETABLE SECURITIES (furnish cover sheet showing balance of most recent statement for any major account)	\$ _____
6.	LIFE INSURANCE NET CASH VALUE (list below)	\$ _____
7.	SUBTOTAL LIQUID ASSETS	\$ _____
8.	NON-MARKETABLE SECURITIES (list below)	\$ _____
9.	REAL ESTATE OWNED (list below)	\$ _____
10.	VESTED INTEREST IN RETIREMENT FUND	\$ _____
11.	NET WORTH OF BUSINESS OWNED	\$ _____
12.	AUTOMOBILES/PLEASURE BOATS (list below)	\$ _____
13.	MARKET VALUE OF FURNITURE & PERSONAL PROPERTY	\$ _____
14.	NOTES RECEIVABLE	\$ _____
15.	OTHER ASSETS (explain below)	\$ _____
16.	TOTAL ASSETS (explain below)	\$ _____

****Please number explanatory material to correspond to numbers on this statement under the notes section****

**BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY
PRECEDING DATE OF APPLICATION**

LIABILITIES

- | | |
|--|----------|
| 17. INSTALLMENT DEBT PAYABLE
(list below) | \$ _____ |
| 18. OTHER UNSECURED LOANS
(list below) | \$ _____ |
| 19. REAL ESTATE LOANS & MORTGAGES
(list below) | \$ _____ |
| 20. AUTOMOBILE/BOAT LOANS
(list below) | \$ _____ |
| 21. OTHER SECURED LOANS
(list below) | \$ _____ |
| 22. OTHER LIABILITIES (explain below) | \$ _____ |
| 23. TOTAL LIABILITIES | \$ _____ |
| 24. NET WORTH (assets minus liabilities) | \$ _____ |

****NOTES****

**ESTIMATED BALANCE SHEET FOR LAST DAY OF MONTH
FOLLOWING CLOSING ON APARTMENT**

ASSETS

- | | | |
|-----|--|----------|
| 1. | CASH | \$ _____ |
| 2. | CHECKING ACCOUNTS | \$ _____ |
| 3. | SAVINGS ACCOUNTS, MONEY FUNDS | \$ _____ |
| 4. | TOTAL CASH, BANKS AND MONEY FUNDS | \$ _____ |
| 5. | MARKETABLE SECURITIES (furnish cover sheet showing balance of most recent statement for any major account) | \$ _____ |
| 6. | LIFE INSURANCE NET CASH VALUE (list below) | \$ _____ |
| 7. | SUBTOTAL LIQUID ASSETS | \$ _____ |
| 8. | NON-MARKETABLE SECURITIES (list below) | \$ _____ |
| 9. | REAL ESTATE OWNED (list below) | \$ _____ |
| 10. | VESTED INTEREST IN RETIREMENT FUND | \$ _____ |
| 11. | NET WORTH OF BUSINESS OWNED | \$ _____ |
| 12. | AUTOMOBILES/PLEASURE BOATS (list below) | \$ _____ |
| 13. | MARKET VALUE OF FURNITURE & PERSONAL PROPERTY | \$ _____ |
| 14. | NOTES RECEIVABLE | \$ _____ |
| 15. | OTHER ASSETS (explain below) | \$ _____ |
| 16. | TOTAL ASSETS (explain below) | \$ _____ |

****Please number explanatory material to correspond to numbers on this statement under the notes section****

ESTIMATED BALANCE SHEET FOR LAST DAY OF MONTH
FOLLOWING CLOSING ON APARTMENT

LIABILITIES

- | | |
|--|-----------------|
| 17. INSTALLMENT DEBT PAYABLE
(list below) | \$ _____ |
| 18. OTHER UNSECURED LOANS
(list below) | \$ _____ |
| 19. REAL ESTATE LOANS & MORTGAGES
(list below) | \$ _____ |
| 20. AUTOMOBILE/BOAT LOANS
(list below) | \$ _____ |
| 21. OTHER SECURED LOANS
(list below) | \$ _____ |
| 22. OTHER LIABILITIES (explain below) | \$ _____ |
| 23. TOTAL LIABILITIES | \$ _____ |
| 24. NET WORTH (assets minus liabilities) | \$ _____ |

****NOTES****

I (We) represent(s) that the above statements and accompanying exhibits are true and correct. Verification may be obtained from any source named in the statements.

The undersigned Applicant(s) understand(s) that the consent of 2550 Independence Ave. Owners Corp. is required for the proposed transfer of the proprietary lease and that the Board of Directors will rely on the information furnished above. It is also understood that the information requested is essential to the application because of the desire of the Cooperative to maintain a compatible group of residents in the building and to maintain the financial stability of the building. The Applicant(s) also agree to meet in person with representatives of the corporation. The Applicant(s) understand(s) that the cooperative corporation reserves the right to request further information.

2550 Independence Ave. Owners Corp. its officers, agents and representatives, Board of Directors, and shareholders, shall have no liability with respect to any matter or concerning any act of the proposed Seller in connection with any contract contemplated herein. The Corporation and its agents make no representation with respect to the value of the stock or the proprietary lease of the individual apartment involved, nor any representation regarding the financial condition for the corporation or any recommendation to the prospective Purchaser with respect to the advisability of the purchase.

Applicant's Signature

Co-Applicant's Signature

Date: _____



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To Prospective Purchaser(s):

Please be advised that if this sale is approved you must arrange for co-op homeowners insurance and proof of same must be provided at closing.

GARTHCHESTER REALTY ASSOCIATES

**AUTHORIZATION FOR THE RELEASE OF CONSUMER CREDIT REPORT
INFORMATION TO THE FOLLOWING COMPANY OR CORPORATION**

I _____ hereby authorize Garthchester Realty and the agencies used by this company or corporation, the release of, and/or permission to obtain and review, full consumer credit report information from the credit reporting agencies and/or their vendors. Without exception this authorization shall supersede and retract any prior request or previous agreement to the contrary. Copies of this authorization, which show my signature, have been executed by me to be as valid as the original release signed by me.

Compliance by the Subscriber with all provisions of the Federal Fair Credit Reporting Act (Public Law 91-508, 15 U.S.C. Section 1681 ET SEQ., 604-615) and the Consumer Credit Reporting Act (California Civil Code Sec. 1785.1-1785.34) or other jurisdictional requirements. Information will be requested only for the Subscriber's exclusive use, and the Subscriber will certify for each request the purpose for which the information is sought and that the information will be used for no other purposes.

 X BY WRITTEN AUTHORIZATION OF THE CONSUMER TO WHOM IT RELATES

Signature: _____ Date: _____

Printed Name: _____

Social Security Number: _____ Phone #: _____

Current Address: _____



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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:

EMERGENCY CONTACT FORM

NAME

APT #

HOME NUMBER

between the hours of

 and

WORK NUMBER

between the hours of

 and

CELL NUMBER

ALTERNATE ADDRESS

EMERGENCY CONTACT

Name:

Relationship

Address:

Phone:

*between the hours of *

 and

**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 Avenue
The Burton

Parking List Request

Apt: _____

Date: _____

Please place me on the parking waiting list:

Indoor parking waiting list _____

Outdoor parking waiting list _____

I do not want to be placed on either list at this time _____

print name

print name

signature

signature

Contact information for when a space becomes available:

Email: _____

Phone: _____

**2550 Independence Ave. Owners Corp.
2550 Independence Avenue
Bronx, New York 10463**

Move-In Guidelines

I HEREBY ACKNOWLEDGE THE FOLLOWING:

- 1. All moves have to be scheduled in advance with management as we only permit one move per day.**
- 2. All paperwork to be sent to management no later than 3 business days prior to the move via email for review of adequate insurance.**
- 3. No moving is allowed on weekends or holidays.**
- 4. Moving is permitted from 9 am to 5 pm.**
- 5. No moving of Large Items across the lobby.**
- 6. \$500.00 Deposit by certified bank check or money order payable to 2550 Independence Ave. Owners Corp. is required for moving in or out.**
- 7. Superintendent will be notified in advance by management if the move has been approved so he may hang the elevator coverage.**
- 8. Nothing can be moved into the apartment by the purchaser prior to closing.**
- 9. Purchasers should add their names to the Parking Waiting List at closing.**
- 10. Sublets are not eligible for a parking space.**

VIOLATION OF ANY HOUSE RULE WILL BE SUBJECT TO A FINE

Applicant Signature

Co-Applicant Signature

Apartment Number



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February 22, 2000

NOTICE TO ALL SHAREHOLDERS

RE: Federal and New York City
Lead Based Paint Laws

Pursuant to recently enacted legislation, all Owners of vacant apartments due to resale (transfer) or sublet and apartments submitting alteration packages in which walls will be scraped and painted or demolished will be required to follow the below procedures:

- 1) All apartments in the above paragraph area subject to Federal Law and New York City Local Law 38. the contractor or shareholder must submit an affidavit that they have followed both the Federal and New York City Local Law 38 requirements (copy of affidavit attached).
- 2) GARTHCHESTER REALTY will be using an independent third party company (ALC Environmental) to perform visual inspections (as per Local Law 38) to determine if peeling paint exists and dust wipe sampling to ensure that there isn't any lead dust present in each dwelling before occupancy. This will be done in accordance with all Federal, State and City Regulations. This special group rate price of \$125.00 per report will be charged to each purchasing shareholder. Please make your check payable to ALC Environmental. Payment is required at the closing for Resale transfers or as part of your sublet or alteration package.

Violation of Lead Based Paint Law can lead to substantial monetary penalties.

We appreciate your cooperation in complying with the new laws.

Sincerely yours,
GARTHCHESTER REALTY

By: _____
HASAN MATI, Managing Agent

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

The undersigned, either the Owner of Record or contractor retained by the Owner of Record, for Apartment ____ at 2550 Independence Avenue, Riverdale, NY does hereby certified that he/it has complied with all federal, state and/or city regulations (including but not limited to Local Law 38) pertaining to lead-based paint.

The undersigned further indemnifies and holds the Corporation 2550 Independence Ave. Owners Corp. and the Managing Agent, GARTHCHESTER REALTY harmless from and against any and all damages, costs, expenses, losses or liabilities incurred by the Corporation, the Managing Agent or any of its Officers and Directors resulting from a misrepresentation or breach of the foregoing.

Sworn to before me this
day of _____

2550 Independence Ave. Owners Corp.

November 2009 Terrace Rules

Terrace Use and Maintenance (also see House Rules section 1 items (f) and (j))

- (a) 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 floor. Plastic or rubber glides must be placed on the bottom of the legs of all chairs, tables, etc.
- (b) No indoor/outdoor carpeting, tile, or any other type of flooring material shall be placed over the Sika Balcony Coating, since flooring material retains moisture and will negatively affect the top-coat portion of the system and void the warrantee. Any flooring material that is installed over the coating will be removed by the Apartment Corporation at the resident's expense.
- (c) During periods of snow and ice, residents shall not use metal ice scrapers or snow shovels. Soft bristle brooms may be used to sweep the snow off the terrace surface.
- (d) 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.
- (e) Residents shall not allow pets to defecate or urinate on the terrace surfacing since it may discolor and/or attack the coating.
- (f) Residents shall not paint any surface of the terrace, including the underside of the upper terrace or the brick.
- (g) If a resident notices any damage, it should be brought to the attention of the Superintendent and the Managing Agent as soon as possible.
- (h) Residents will be held responsible for any violation of these use and maintenance rules and/or for any action they take that voids the terrace warranties.

Terrace Enclosures

- (a) No terrace may be enclosed without the prior written consent of the Board of Directors.
Detailed plans of the proposed work must be provided to the Managing Agent for review and approval by the Board of Directors in accordance with the Co-op's alteration policy. The enclosure and its installation must conform to the New York City Building Code as well as any other mandatory codes or guidelines. 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.
- (b) The installation of the enclosure shall not adversely affect the drainage of the terrace.
- (c) If unobstructed access to the terrace is required by the Co-op to perform maintenance, repair or replacements, the terrace enclosure must be removed at the resident's expense.
- (d) Residents will be held responsible for any violation of the terrace enclosure rules and/or any voiding of the warranties.

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

COMMUNITY GARDEN

It is that time of year again! We are glad people are using the backyard garden!

We have a limited number of plots in the backyard available for planting.

For those who already have a plot(s), that plot is still yours. You must start planting by mid-May or your plot could be given to someone else. If you do not plan to use your plot anymore, please notify Management immediately. Attached is the garden layout so you can see which plot is yours and which are available. For those interested in a plot for the first time they are on a first come, first serve basis, so please notify management if you are interested.

Only one plot per household is authorized. If any plots are unassigned, you may request an additional plot. However, please be reminded that if additional residents would like to utilize a plot, then those who have multiple plots may lose their extra one. You will be notified if you will lose one of your spots and would be required to clear it out.

The rules for the use of the backyard and garden are attached.

If you do not currently have a garden plot and would like one, please contact Michele Liddy at GARTHCHESTER REALTY by phone at 914-725-3600 ext. 3121 or by email at michele@garthchesterrealty.com

If you have any questions regarding this, please contact Michele.

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

RULES for USE of BACKYARD and COMMUNITY GARDEN

Backyard

(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 and allow 2 weeks for a response.
 - (3) Also submit a signed Waiver of Building Liability.
 - (4) No barbequing 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.

Community Garden

(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.

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.

2550 Independence Ave. Owners Corp.
Backyard/Community Garden Waiver

Print Name(s)_____ Apartment:_____

I, _____ have reviewed, understand, and agree to abide by the rules and regulations of 2550 Independence Ave. Owners Corp. (the "Corporation") relative to use of its Backyard/Community Garden and understand that use of the Backyard/Community Garden may be denied if policies or rules are not followed. To the extent I use the Backyard to hold a Children's party, I agree to abide by all rules and regulations of the Corporation with respect to such party.

I understand that my use of the Backyard/Community Garden is voluntary and I do so, and permit members of my family, co-occupants of my apartment and my guests to do so at my own and their own risk. To the extent I participate in the use of the Community Garden, I understand that gardening is a potentially hazardous activity and hereby agree to expressly assume and accept all risks associated with gardening and the use of the Community Garden including, but not limited to, those caused by terrain, facilities, soil conditions, temperature, physical exertion, insect/rodent exposure, chemical exposure and actions of other people. To the extent I use the Backyard to hold a Children's party I understand that I will be obligated to supervise same and I assume and accept all risks associated with holding and hosting a party attended by minor children.

In consideration of my being permitted, and my family members, co-occupants of my apartment and any of my guests being permitted to use and access the Backyard/Community Garden, I hereby agree on behalf of myself, and on behalf of any other person to whom I provide access to the Backyard/Community Garden, to waive, release, forever discharge and hold harmless 2550 Independence Ave. Owners Corp., its officers, directors, agents and employees from and against any and all responsibilities and liability for injuries (including death), damages or loss (to personal property or otherwise), including claims or causes of action, resulting from or arising from the use of or any activities relating to the use of the Backyard/Community Garden.

Signature

Date

Signature

Date

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

April, 2018

**PARKING RULES & POLICIES
AS AMENDED APRIL 1, 2017
With Reference to HOUSE RULES as amended May 10, 2023**

Following are the rules and policies related to parking at 2550 Independence Ave. Owners Corp.

Calendar Month Basis

All parking rentals are on a calendar month basis, with no prorating.

Registration and Insurance

All cars must have a valid registration and insurance.

One Space per Apartment

Each apartment may have only one parking space.

If more than one parking space was assigned to an apartment at the time of conversion to a Co-op on May 10, 1984, those additional spaces are grandfathered to that apartment until the apartment is sold by the shareholder, transferred through inheritance, or until the tenant moves out of an apartment that is owned by the Holder of Unsold Shares.

Shareholders with Two Apartments

If a shareholder owns two separate apartments that are not physically connected, the shareholder may have one space for each apartment. The residents of one apartment may park in the space assigned to the other apartment.

Shareholders with Combined Apartments

- If a shareholder is combining two apartments, he/she must take out one kitchen. Then it becomes one apartment.
- If a shareholder only makes an entrance between two apartments with a four-hour fire-rated door, then it remains two apartments.

The rule that each apartment may have only one parking space applies to apartments that have been combined into one apartment, and therefore, the combined apartment is only entitled to one parking space.

Parking Waiting List

- If a shareholder on the Parking Waiting List turns down a permanent space twice, then the shareholder must move to the bottom of the waiting list. If the Board of Directors determines that the shareholder's car is too big to fit in the available space, then it will not count as the shareholder turning down the space.
- Effective April 1, 2017, if a shareholder is on a parking waiting list and does not have a car at the time he/she would be offered a space, then the shareholder is skipped until such time as he/she owns a car and a space becomes available.

Sublet of Parking Spaces

- A shareholder may sublet his/her parking space to the next person on the Parking Waiting List for the amount of the monthly rental paid by the shareholder to the Apartment Corporation.
- A shareholder may not make private arrangements to sublet the space.
- A shareholder may not allow someone from another apartment to use the parking space except on an occasional basis.
- A resident may not park in the space assigned to another apartment except on an occasional basis.

Relinquishing Your Car

Effective April 1, 2017, if you have a space but give up your car in the future, and do not get a car within 90 days, you must either sublet to the next person on the waiting list or give up your space.

Family Sublets

The following rules apply in cases where a family member(s) moves into a shareholder's apartment and resides there in lieu of the shareholder (informally referred to as a "family sublet").

- The new resident cannot use the parking space assigned to the shareholder.
- If the shareholder has a parking space assigned to the apartment, the shareholder has the following 4 options:
 - continue to use the parking space for his/her personal car
 - give up the parking space
 - sublet the parking space to the next person on the Parking Waiting List
 - leave the parking space vacant and unused
- If the shareholder does not have a parking space:
 - The substitute family resident may go on the bottom of the Parking Waiting List upon moving into the apartment.
 - If the shareholder moves back into the apartment and wants a parking space, the shareholder may take the family sublessee's space or place on the waiting list.

Shareholders in Arrears

No shareholder will be entitled to rent a new parking space or to relocate to a different parking space unless he/she is current in all payments due to the apartment corporation and has not been more than 30 days late on more than one payment in the past 12 months

Transfer of Ownership of Apartments

- Parking spaces revert back to the Apartment Corporation for reassignment upon the sale of any apartment.
- The following rules apply to parking spaces in these special situations where a transfer of ownership of the stock and proprietary lease has occurred but no arm's length sale has taken place:
 1. A surviving spouse that is not named on the stock certificate but inherits the stock and retains the apartment is entitled to keep one parking space if he/she continues to live in the apartment. Any additional spaces revert back to the Apartment Corporation.
 2. A child or parent or sibling who inherits the stock is entitled to keep one parking space once the transfer of ownership has been approved by the Board of Directors and provided the inheritor will occupy the apartment as his/her primary residence or resides in another

apartment in the building as his/her primary residence. Any additional spaces revert back to the Apartment Corporation.

3. A shareholder who buys an additional apartment in the building may transfer one parking space from the original apartment to the new apartment before selling the original apartment as long as there is no time during which the person is not a shareholder. Any additional spaces revert back to the Apartment Corporation.
4. If a shareholder obtains approval from the Board of Directors to sublet his/her apartment and does not continue to use the parking space for his/her personal use during the term of the sublet, then he/she must either sublet any parking spaces(s) to the next person(s) on the Parking Waiting List, or relinquish the space(s), or leave it vacant.
5. In all other cases where the ownership of the apartment is changed as the result of a sale or inheritance, the parking space reverts back to the Apartment Corporation and is assigned to the next person on the Parking Waiting List. This applies even if the seller moves into another apartment in the building which he or she does not own.

North Side Outdoor Parking Lot

- On the right side facing into the parking lot, there is no parking in the fire lane next to the building. Standing for a maximum of 15 minutes is allowed for loading or unloading packages.
- On the left side next to the trees, there is no parking at any time.

Parking Rules from House Rules Section 12

- (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.

Penalties for Violation of Parking Rules and Policies

- 1st offense: You receive a warning letter from the Managing Agent
- 2nd offense: \$50 penalty
- 3rd offense \$100 penalty
- 4th offense: You lose your parking space. You may go back onto the bottom of the parking waiting list after a 3-month waiting period.

NOTICE TO ALL SHAREHOLDERS September 10, 2012
Re: CLARIFICATION OF LATE PAYMENT POLICY

In order to preserve the financial integrity of the Cooperative, the Board of Directors reminds all shareholders that the following policy for late payments has been in effect since May 18, 1998. **The 5th paragraph with regard to the procedure for obtaining a parking space after the shareholder has been in good standing for 12 consecutive months has been clarified.**

1. All payments are due on the first day of the month.
2. Payments received by the Managing Agent after the 15th day of the month will be subject to a late fee of \$25.00.
3. Payments outstanding after 45 days will be subject to an additional late fee of \$50.00 for that month and every month thereafter.
4. All late charges will be considered additional maintenance and must be paid.
5. If the shareholder remains in arrears after the 45th day, the privilege of renting a parking space will be immediately revoked. Any space(s) rented by the shareholder must be vacated on the last day of that calendar month. **The shareholder's name will be removed from any and all waiting lists. After the shareholder has paid all amounts in arrears and has remitted all payments on time for 12 consecutive months, the shareholder may reapply to the Managing Agent for a parking space and will be placed at the bottom of the waiting list.** Shareholders are reminded that the renting of a parking space is a privilege which will only be afforded to shareholders in good standing.
6. If the shareholder remains in arrears, the Managing Agent is obligated by the shareholder's Recognition Agreement to inform the shareholder's lending institution of the total arrearage. The Cooperative will also request the lending institution to pay the arrears including late and legal charges. If the shareholder does not have a mortgage, the Managing Agent will request the Cooperative's Attorney to commence a foreclosure proceeding.
7. Partial payments will be applied to the oldest item(s) first.
8. Exceptions for extenuating circumstances will be considered by the Board of Directors if the situation is discussed with the Managing Agent before the shareholder falls into arrears.

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

March 29, 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:

- 1st violation: You will receive a warning letter from the Managing Agent.
- 2nd violation: You will receive a fine of \$50.00.
- 3rd violation: You will receive an additional fine of \$100.00.
- 4th 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.

**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 warrantee.
 - (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 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.