

77 Bronx River Road Owners Inc.

HOUSE RULES

AMENDED November 1, 2025

77 Bronx River Road Owners Inc.

HOUSE RULES

The purpose of House Rules in a cooperative is to set out guidelines for the operation of our building. The House Rules are not intended, nor can they cover every conceivable aspect of shareholder activity in the building. They are to be used in conjunction with your proprietary lease. As with other apartment buildings, we live under close circumstances with our neighbors in the building; the safety and proper maintenance of each apartment affect the rest of us. Our residences are our homes and, in many cases, our most valuable financial asset. We all share in the desire to keep 77 Bronx River Road Owners Inc. safe, comfortable, and well maintained. Each shareholder, in signing the proprietary lease, has agreed to abide by the House Rules.

The Board of Directors ("Board"), the Managing Agent, and the staff of the building have the responsibility for maintaining and upholding the House Rules.

Complaints about violations of these rules should be made to the Managing Agent in writing or by email. These House Rules should be considered a "living document" that may be further updated or changed by the Board from time to time as new issues arise, pursuant to paragraph 13 of the proprietary lease.

1.0 UNIT OWNER AND TENANT RESPONSIBILITIES

- 1.1 Shareholder/residents shall not use or permit the use of their unit in any manner which would be disturbing or a nuisance to other residents, or in such a way as to be injurious to the physical structure of 77 Bronx River Road Owners Inc.
- 1.2 No shareholder/resident shall make or permit any disturbing noises or activities in the Building or do or permit anything to be done therein at any time of the day or night which will interfere with the rights, comforts or conveniences of the other unit owners/tenants.
- 1.3 No shareholder/resident shall play or suffer to be played upon any musical Instrument, or operate or permit to be operated a phonograph, radio, television, loudspeaker or other sound amplification devise in such unit at any time of the day or night, if the same shall unreasonably disturb or annoy other occupants of the Building, and, in no event shall practice or suffer to be practiced either vocal or instrumental music between said hours.
- 1.4 Shareholder/residents, their agents, servants, employees, guests, licensees, etc., shall not at any time permit or bring into or keep in their unit any flammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of the unit.
- 1.5 In order to comply with applicable state, county and municipal law ("Code"), all Shareholders or residents must obtain and install a plug-in-the-wall with digital display and battery back-up carbon monoxide detector in their apartment. The models of detectors and the proper placement and installation within the apartment must comply with Code.
- 1.6 No satellite dish, radio or television aerial shall be attached to or hung from or attached to the fire escapes, or exterior of the Building. No cable or wires are to be extended outside the window of any apartment.

2.0 COMPLAINTS

- 2.1 Complaints regarding the services or conditions of 77 Bronx River Road Owners Inc. shall be sent to the Managing Agent or Board of Directors in writing or by email.

3.0 COMMON AREAS

- 3.1 The sidewalks, entrances, passages, public halls, elevators, vestibules, lobby corridors and stairwells, of or adjoining the building shall not be obstructed, littered, defaced or misused in any manner, or used for any purpose other than ingress to and egress from the units. No bicycles, scooters or similar vehicles shall be allowed in the elevator and baby carriages, and the above-mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the Building.
- 3.2 No unit owner, resident, guest or anyone else shall play or cause disturbances in the entrances, passages, public halls, lobby, elevators, vestibules, corridors, stairwells, roof, fire escapes, laundry rooms or storage areas of the building.
- 3.3 No one shall play in the public halls, courts (including the planting areas therein), stairways, fire escapes or elevators and no one shall be permitted on the roof at any time.
- 3.4 No articles, including but not limited to footwear, bicycles, baby carriages, shopping carts, boxes, cartons, garbage cans, trash bags, bottles, etc. shall be placed or allowed to stand in any of the halls, stairwells, or on the fire escapes or any of the other common areas of the building.
- 3.5 Nothing shall be hung or shaken from any doors, windows, roof, or open areas of the building and nothing shall be placed upon or attached to the outside windowsills of any unit or common areas of the building including fire escapes.
- 3.6 No public halls of the Building or outside common areas shall be decorated or furnished in any manner without the prior consent of the Board of Directors.
- 3.7 No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any tag sale or auction sale be held in any apartment without the prior consent of the Board of Directors.
- 3.8 Smoking is strictly prohibited in any interior common areas of the Building, as well as within 25 feet of the building exterior.

4.0 ANIMALS, BIRDS, OR OTHER PETS

- 4.1 No dog, birds, reptiles, or other animals shall be permitted, kept or harbored in the building, except where expressly authorized by the Board of Directors. No service or support dog may be harbored in the Building without the prior written consent of the Board. All **approved** service and support animals must be under control and carried or on a leash at ALL times in the common areas of the Building or property and the owner of the service or support animal shall provide such information and shall comply with such rules of conduct as the Board of Directors may reasonably require.
- 4.2 Cats are permitted with Board approval: a limit of 2 cats per apartment.
- 4.3 No pigeons, or other birds, cats, dogs or other animals shall be fed from the windowsills, ledges, roof or other public or common areas of the building or any other common areas adjoining the building.

5.0 DWELLING AREAS:

- 5.1 No awnings or canopies shall be used in or about the Building. Moreover, nothing may be projected out of any window of the Building without the consent of the Board.
- 5.2 No sign, notice, advertisement or illumination shall be inscribed or exposed on or in any window or at another part of the Building, except as such shall have been approved in writing by the Board. However, holiday decorations are allowed in windows, but only for 10 days prior and 10 days after a holiday.
- 5.3 The Lessee shall keep the windows of the Apartment clean or shall arrange for such cleaning by the Lessor if the Lessor provides such service. In case of refusal or neglect of the Lessee for 10 days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the Apartment for the purpose and to charge the cost of such cleaning to the Lessee.
- 5.4 Toilets, sinks and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown in any such water apparatus. The cost of repairing any damage resulting from misuse of any toilet or other water apparatus shall be paid for by the shareholder in whose apartment it shall have been caused.

- 5.5 All apartments with children aged ten (10) years or younger must have window guards. Residents must allow the Superintendent access in the apartment for inspection and installation. The shareholders shall be responsible for the cost of installing window guards.

5.6 LITHIUM-ION BATTERY POWERED DEVICES:

The Board of Directors has serious concerns with fire safety issues and has banned certain lithium-ion battery devices. No lithium-ion powered scooters (e-scooters), bicycles (e-bikes), hover boards or other similar lithium-ion battery powered personal transportation or mobility devices or their batteries may be kept, stored or charged in any apartment or any portion of the Building's garages, grounds or units of 77 Bronx River Road Owners Inc.

6.0 AC UNITS:

- 6.1 No window air-conditioning units shall be used in or about the Building except such as expressly approved by the Lessor or the managing agent. The Lessor or the managing agent shall not unreasonably withhold their consent to the installation of air conditioning units or ventilators, provided that standard Building equipment is used, the method of installation is deemed safe, and the contractor installing such equipment is one approved by the Lessor or the managing agent, the electrical wiring involved is sufficient to support the air conditioner or ventilator (if electric) involved, and the Lessee agrees to abide by any rules or regulations of the Lessor and the managing agent in respect of such installation and the use thereof.
- 6.2 All Lessees must remove all window air conditioners from their windows no later than November 1st of each calendar year and may not reinstall same before May 1st of the ensuing year. Installation of a window air conditioner prior to May 1st or removal of a window air conditioner after November 1st, will result in the imposition of an administrative charge in the amount of \$50.00 per week per each AC, until the air conditioner(s) are timely removed or installed.

7.0 RENOVATIONS, REPAIRS OR CONSTRUCTION:

- 7.1 No one shall make any changes to the electrical, heating or plumbing systems nor make any non-cosmetic changes to an apartment or the Building without submitting such written plans to the Managing Agent and Board for approval and paying any fee in connection therewith.
- 7.2 No such work can begin without prior written approval from the Board. Any remodeling, alteration, installation or construction work involving noise can

only be performed between the hours of 9:00 A.M. and 5:00 P.M. Monday through Friday (not including legal holidays (which are defined as days when the mail is not delivered) In addition, the Superintendent must be advised prior to the performance of any such work in the Building by any contractors.

- 7.3 All contractors must have proper insurance and a copy of same must be furnished to the Board or Managing Agent prior to commencement of work and as part of the approval process. All contractors must conform to the rules and regulations of the local building codes. All work must be made available for inspection by representatives of the Board and the appropriate local building department authorities.
- 7.4 The Shareholder is solely responsible for the prompt removal from the Building of any rubbish caused by any renovation or alteration or construction.

8.0 COMPACTORS, GARBAGE AND WASTE DISPOSAL

- 8.1 Garbage and refuse from the Apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the Building may direct.
- 8.2 All wet debris is to be securely wrapped or bagged in a small package size to fit easily into the compactor. Debris should be completely drip-free before it leaves the Apartment and carried to the compactor closet. The superintendent shall be notified of any drippings or refuse appearing on the compact closet floor and corridors and the person responsible shall be charged with the cost of cleanup or repair.
- 8.3 Recyclables such as cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into the compactor but rather shall be placed in the appropriate recycling container. No bottles or cans shall be dropped down the chute. Small items of this nature may be left in a neat manner on the compactor closet floor in the provided labeled recycling bins. Recyclables should be rinsed clean prior to placing them in the appropriate recycling container.
- 8.4 Carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, oil soaked rags, empty paint cans, aerosol cans or any other flammable or explosive type of volatile or combustible substances may not be deposited in the compactor as it is a fire violation, and the offender is subject to prosecution under the law.

- 8.5 The Building Superintendent must be contacted to advise on the removal of any large items or unusual amounts of waste and bulk trash. All bulk items including but not limited to furniture, appliances, carpets, etc. (Excluding any electronics) are not to be placed in or against any part of the Building. Shareholders and their subtenants are solely responsible for the disposal of their bulk items. The City of Yonkers does not provide bulk trash pick-up and the arrangements with the Superintendent shall require a fee for the transport and disposal of the bulk trash. Any shareholder who violates this rule will be assessed for any disposal charge or expense incurred by the Corporation.
- 8.6 Vacuum cleaner bags may never be emptied into the compactor flue. Such dust, dirt, etc., shall be wrapped in a securely tied bag or package and then placed through the hopper door panel into the compactor flue.

9.0 FLOOR COVERING

- 9.1 Unless expressly authorized, in writing, by the Board of Directors in each case; 80% of the floor area of each unit (except kitchens, bathrooms, and closets) must be covered with rugs, carpeting and padding of effective noise-reducing material. Floor coverings shall consist of the following: area rugs and/or wall to wall carpeting with a separate padded underlay, so as to provide an effective noise-reducing barrier.
- 9.2 New shareholders will be required to leave a \$300 deposit with management prior to move in to ensure floors are properly covered. This deposit will be returned upon the superintendent certifying that floor covering and padding is adequate pertinent to 9.1 hereof.

10.0. INSURANCE

- 10.1 No shareholder/resident shall permit anything to be done or kept in their apartment or in the common areas which will result in the cancellation or increase in premium of insurance on the Building or which would be in violation of the law. No waste of any kind shall be permitted in the common areas.
- 10.2 All shareholders must provide annually to the Managing Agent proof of a valid homeowner's insurance policy with minimum coverage of \$300,000 for liability and \$100,000 for property damage.

11.0 INSPECTION OF UNITS

- 11.1 Any agents of the Board of Directors, or the Managing Agent, or any employee of the Corporation and any contractor or workman authorized by the Board of Directors or the managing agent, including the Building Superintendent, except in the case of an emergency when no advanced notice is required, may enter any room or unit at any reasonable hour of the day, on at least one day's prior notice to the unit shareholder/resident, for the purpose of inspecting such unit for any violations of the House Rules and also for the purpose of inspecting such unit for the presence of any source of damage to property belonging to the Corporation or other shareholder/resident or any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to repair any such condition causing damage to property belonging to the corporation or other shareholder/resident or to correct, control or exterminate any such vermin, insects or other pests. Such entry, inspection or extermination shall be done in a reasonable manner so as not to interfere unreasonably with the use of such unit for its permitted purposes. If the Board takes measures to control or exterminate carpet beetles or bed bugs, the cost thereof shall be payable by the shareholder, as additional maintenance.
- 11.2 In the event of any emergency, such as to repair or abate any water leak, gas leak, fire or other condition which threatens life or human safety, or which may result in damage to the common areas or to any other unit, the Board of Directors, the Managing Agent or building superintendent may enter a unit without prior written notice to the shareholder/resident.
- 11.3 All Lessees shall provide the Superintendent with a duplicate set of all apartment door keys as required by Article 25 of the Proprietary Lease. If such keys are not provided, the Lessee shall be responsible for any costs or damages caused thereby, including but not limited to locksmith, repair to or replacement of the apartment door and locks and all damages caused to the Lessor's property or to other apartments affected by the failure to provide duplicate keys.

12.0 LAUNDRY ROOM

- 12.1 Because these facilities are available, no washers/dryers shall be permitted to be installed or used in any unit or other areas of the Building.
- 12.2 Shareholders/residents only shall use these facilities according to the operating instructions on the laundry equipment and shall use them only for the purpose designed and in such a manner as not to abuse them by overloading or damaging them in any way. Users are asked to: (a) remove lint and other loose materials from washers and dryers after each use; (b)

clean up any spills of detergent or other leakage before leaving the laundry room; (c) remove clothes promptly from washers and dryers when cycles are finished. (d) to minimize mold or mildew in washers, users are requested to leave washer doors open after use. Laundry carts are not to be removed. The hours of use are from 8:00 AM to 10:00 PM. Last wash in by 8:30PM.

- 12.3 Clothing and other articles left in the washers/dryers or in the laundry room unattended are at the shareholder/resident's own risk and management/corporation assume no responsibility for lost, stolen or damaged items.
- 12.4 No items of any kind shall be left to dry in the laundry room (other than in dryers), nor dried or aired on the roof or any other open areas of the building or individual units, windows, etc.
- 12.5 The Board of Directors shall have the right to establish the hours when the laundry room may be closed such as during late evening hours for reasons of safety and security; for cleaning; and, from time to time, to revamp, relocate or repaint the space allocated for laundry purposes to close these facilities during such times, upon notice being posted.

13.0 MOVING & DELIVERIES:

- 13.1 All deliveries of large or bulk items such as furniture, appliances, carpeting, or packages, and any move in or out of the Building must be through the side or service entrance and can only be scheduled Monday through Friday between the hours of 9:00 AM and 5:00 PM (excluding legal holidays)
- 13.2 Residents moving in or out of the Building must advise the Managing Agent of such move not less than 5 business days prior to the date and time of the intended move and post with management a \$500 deposit in the form of a bank check or money order and a \$500 key deposit (key deposit for move in only) made payable to 77 Bronx River Road Owners, Inc. to cover possible damages to the common areas of the building and to ensure compliance with the move in -move out rules and times and refundable after inspection by superintendent. A \$500 administrative fee will be incurred for any Resident move in or out, or delivery without advance notice.
- 13.3 Shareholder/residents shall be held liable for all damage to doors, public hallways, elevators and any of the common areas of the building and the cost of any necessary repairs shall be deducted from the deposited monies with the unused balance, if any returned. If no damage is incurred, and all move in/move out rules are followed, the full deposited monies will be returned to the shareholder/resident.

14. REPAIR, SERVICE OR DELIVERY PERSONNEL

- 14.1 All repair service or delivery personnel including carpenters, painters, electricians, delivery men, etc., who are authorized to perform work or make deliveries in or to any unit or area of the building shall use the side or service entrance.

15.0 ROOF AREA

- 15.1 Shareholders/residents, their guests, families, servants, employees, agents, licensees, etc. shall not, at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the building.

16. PARKING AREA

- 16.1 Residents who would like parking must submit the request to the superintendent in writing to be placed on the waiting list. Make, Model, Year of vehicle along with current proof of insurance and registration must accompany the request.
- 16.2 All residents of the Building must register their vehicles with the superintendent and management. All vehicles parked in the parking lot must have a current New York registration with a license plate. All vehicles must be in running operable order. The parking lot is not a storage facility.
- 16.3 Residents may only park in assigned spaces. Any automobile found parked in a space not assigned to it may be towed away without notice at the owner's risk and expense.
- 16.4 No vehicle belonging to any resident shall be parked in such a manner as to impede or prevent the ready access to the entrance to the Building or another's parking space.
- 16.5 No repairs, car washing, or extra ordinary maintenance of any kind shall be performed in the parking areas, except of an emergency nature (i.e., flat tire).
- 16.6 Persons with parking spaces that fall into arrears, and who are sent to legal for collection are subject to having their parking spaces revoked.
- 16.7 Persons on parking waiting list who fall into arrears will be moved to the bottom of the waiting list. If in arrears 60 + days they will be removed from waiting list and may reapply for parking, only if account is current 60 days.

17.0 USE OF EMPLOYEES

- 17.1 No occupant shall send any employee of the Corporation out of the complex on any private business of the occupant without the prior consent of the Board. No Occupant shall request any employee of the Corporation to perform any repairs that are the responsibility of the Occupant without the prior consent of the Board.

18.0 ADDITIONAL FEES

- 18.1 Late payment \$75.00 if received after the 15th of the month.
- 18.2 Keys- two with each unit, \$100, and for any extra replacement keys. Name of person(s) receiving the extra key(s) must be provided.
- 18.3 Laundry Card replacement \$10.00
- 18.4 Garage Fob replacement \$10.00

19.0 AMENDMENT OF HOUSE RULES

- 19.1 These House Rules may be added to, amended or repealed at any time by resolution of the Board. Any consent or approval given under these House Rules by the Board must be in writing and shall be revocable at any time for any reason.

SCHEDULE OF ADMINISTRATIVE FEES

<u>PARAGRAPH</u>	<u>FEES</u>
1.1	\$150.00
1.2	\$150.00
1.3	\$150.00
1.4	\$150.00
1.5	\$150.00
1.6	\$150.00
3.1	\$100.00
3.2	\$100.00
3.3	\$100.00
3.4	\$100.00
3.5	\$100.00
3.6	\$100.00
3.7	\$100.00
3.8	\$100.00
3.9	\$100.00
4.1	\$150.00
4.2	\$150.00
4.3	\$150.00
5.1	\$150.00
5.2	\$150.00
5.3	\$150.00
5.4	\$150.00
5.5	\$150.00
5.6	\$150.00
6.1	\$150.00
6.2	\$ 50.00 per week
7.1	\$150.00
7.2	\$150.00
7.3	\$150.00
8.1	\$250.00
8.2	\$250.00
8.3	\$250.00
8.4	\$250.00
8.5	\$250.00

8.6	\$250.00
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9.1	\$250.00
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10.1	Eviction
10.2	\$100.00

11.1	\$125.00
11.2	\$125.00
11.3	\$125.00

12.1	\$125.00
12.2	\$ 50.00
12.3	\$ 50.00
12.4	\$ 50.00

13.1	\$150.00
13.2	\$300.00
13.3	\$300.00

14.1	\$100.00
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15.1	\$125.00
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16.1	\$100.00
16.2	\$100.00
16.3	\$100.00
16.4	\$100.00
16.5	\$100.00
16.6	\$100.00
16.7	\$100.00

17.1	\$100.00
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18.1	\$ 75.00
18.2	\$100.00
18.3	\$ 10.00
18.4	\$ 10.00