
101 OLD MAMARONECK ROAD OWNERS CORPORATION HOUSE RULES

Revised March 2022

2 Overlook Road
(The Gaylord)

101 Old Mamaroneck Road
(The Claridge)

101 OMR OWNERS CORP.
c/o Garthchester Realty
440 Mamaroneck Avenue, Suite S-512, Harrison, NY 10528
914-725-3600

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HOUSE RULES

(Revised March 2022)

Terms and Provisions

All shareholders and their guests are expected to comply at all times with the House Rules. These House Rules may be added to, amended, or repealed at any time by resolution of the Board of Directors of the Cooperative. Any violation of these House Rules shall be deemed to be a material violation of your lease and subject you to such remedies as the cooperative corporation may be entitled to in the event of your default under that lease. The marginal headings shall not be deemed a part of these House Rules, nor shall they be used as evidence of the intent of the cooperative. If any term, provision, sentence, part, or paragraph of this policy is declared to be invalid or unenforceable by any Court, then such ruling or declaration shall be deemed to have no effect on the remainder of this policy, and the terms, provisions, sentences, parts or paragraphs hereof, shall continue to be binding and of full force and effect.

These House Rules are not meant to be punitive but rather to ensure the comfort and safety of all residents. Unless otherwise stated, violations of the House Rules may result in a fine of \$250 and/or loss of other privileges.

Any consent or approval given under these House Rules by the cooperative shall be revocable at any time, by a vote of the cooperative's Board of Directors.

If you need any additional information regarding the "House Rules" or you have questions or comments, please contact your Board of Directors.

Air-Conditioner(s) Installation and Removal

Installation, placement and removal of air conditioners and ventilation units require prior written approval of the Superintendent. Only 110V units are permissible.

Air-conditioners may **not** be disposed of in the compactor rooms or anywhere else on the premises, including on the adjoining sidewalks and curbs unless a professionally licensed person has removed the Freon prior to disposal of the unit. If you purchase a replacement air-conditioner, please have the installer remove the old unit from the premises (they are licensed to dispose of the unit properly). Alternatively, you may contact the Managing Agent for a list of authorized contractors.

Bicycle Room

Residents may store bicycles in the bicycle room. A key and identification tag may be obtained from the superintendent. All bicycles must display the tag prominently. Only bicycles may be stored and these should be parked in the racks so that others have safe access to their bicycles.

Bulk TV/Internet Contract

The Corporation has a bulk contract to provide cable TV service to all shareholders. Currently, this contract is with Cablevision/Optimum/Altice which supplies the Optimum Preferred Package service and one cable box to every unit. The cost of this service appears as a line item on the monthly bill of every shareholder from the management company. Shareholders are referred to the Optimum website for details on which channels are included in this package. You may call Optimum to add more channels to your cable bill. Advise Optimum that you have the bulk rate through the 101 OMR Owners Corporation to ensure that you receive a monthly bill from the cable company only for any additional equipment and/or channels or tiers (if ordered).

As of December 15, 2021, the Corporation has negotiated a bulk internet contract for all shareholders. This contract currently includes the cost of 200 mbps internet service, one modem and one router. Existing shareholders as of 15 December 2021 who are Cablevision/Optimum/Altice customers will automatically be enrolled and the charge for internet will appear on the monthly bill from the management company as a separate line item. Those shareholders as of 15 December 2021 who do not use Cablevision/Optimum/Altice for internet services will have the option to continue with their current arrangement or switch to the new plan. New shareholders as of 15 December 2021 will automatically be enrolled in the plan and will be charged for the internet service as part of the monthly billing from the management company. Additional or upgraded services can be added at the shareholder's discretion and expense and will appear on the cable/internet company bill.

Carpeting

Each bedroom in the apartment must be covered 100% with carpeting from wall to wall with significant padding. The remaining floor space of the apartment must be 80% covered with rugs/carpeting and padding except for the kitchen, pantry, bathrooms, and closets. This will provide a better living environment for everyone. There is a 45-day grace period from the date of move-in. A deposit of \$1000 is required at the time of closing which will be refunded after the apartment passes carpet inspection.

Call the Managing Agent at Garthchester to arrange a carpet inspection. After passing carpet inspection, the carpet deposit will be applied to the maintenance of the apartment.

Circuit Breakers

Shareholders must upgrade any fuses in their apartment to circuit breakers within forty-five (45) days after closing.

Common Areas

The public halls and stairways of the building shall not be obstructed (e.g., bikes, baby carriages, shopping carts, garbage, Christmas trees, shoes, umbrellas, etc.) or used for any purpose other than the ingress and egress from the apartments or garages in the buildings. Personal items or storage receptacles should not be left in public areas or on top of radiators. The fire escapes shall not be obstructed in any way. Nothing shall be hung or shaken from the doors, windows, terraces, or balconies or placed upon the windowsills of the building.

Complaints

All complaints must be made in writing or email and sent to the Managing Agent. If you are not satisfied with the response, you may contact the board directly via email or contact the Managing Agent for the appropriate form. The board will address the complaint and notify you of its decision. If the board feels the shareholder should appear at the monthly meeting, he/she will be notified.

Decoration of Public Areas

No public area of the building shall be decorated or furnished by any person in any manner without the prior written consent of the Managing Agent.

Deliveries

Furniture, carpeting and appliances should be delivered **non-holiday weekdays, Monday through Friday, between 8am and 4:30pm**. If a Saturday delivery is necessary, please contact the management company for prior approval. Messengers and trades people will use the service entrance. Trunks and heavy baggage shall be taken in or out of the building through the service entrance.

All furniture and/or appliance deliveries after 5pm will incur a \$100 per hour charge for staff supervision. Any shareholder/resident moving or authorizing movement of furniture or accepting furniture, carpeting and appliance deliveries outside of approved hours will be in violation of the House Rules.

All other deliveries, such as groceries or takeout, must be met in the lobby. Delivery people are not allowed past the front door of the building except as specified below. Packages large than 4 x 4 feet or weighing more than 50 lbs. must be delivered directly to the apartment or the delivery person must be met in the lobby at the time of delivery. Such packages will otherwise be refused.

Door Decorations and Mats

Small seasonal door decorations are permitted as long as they are not attached to the door, do not damage the finish of the door, prevent egress or ingress to the apartment or present a fire hazard. No door mats are allowed outside any apartment door per fire department regulations.

Exterior Attachments

No exterior attachments of any kind, including but not limited to antenna, satellite dishes, cables, telephone wires or wires of any kind shall be attached to, hung from, or upon the exterior of the building, including the roof, balconies and terraces.

Fire Safety Instructions-see Appendix B for details

Garage Parking

No vehicle belonging to a shareholder or resident (nor their family members, guests, subtenants or employees) shall be parked in such manner as to impede or prevent ready access to any entrance of the building or garage parking space. Shareholders or residents shall park only in the garage space that has been assigned to them and for which they pay a monthly charge. Please make your best effort to park within the confines of your space and as close as possible to the column or wall next to your space, particularly if you own an SUV or other large

vehicle. Consistent failure to park within the confines of your space will result in loss of parking privileges. Storage of personal items is not permitted in the parking space.

A parking agreement must be signed by anyone parking in the garage and only cars registered with the parking permit are allowed in the assigned spot. Any unassigned parking spaces are not to be used by shareholders/residents (nor their family members, guests, subtenants or employees). Please contact the Superintendent for approved temporary parking. All parking stickers are to be placed on the left rear window or on the rear bumper. Failure to display the parking permit or to sign the parking agreement is a violation of the House Rules.

No Parking and No Standing are permitted in the Fire Lanes. A second offense will result in the loss of parking privileges.

Cars entering the garage from Bryant Avenue have the right of way. Cars exiting the garage must back up into the garage and allow the incoming car to enter. Please be alert to pedestrians when exiting the garage. Do not exceed 5 mph in the parking garage, including entering and exiting the facility.

Garage Parking Policy

General Rule

Upon such transfer of an apartment, any parking spaces used by the selling shareholder shall revert to the Corporation and shall be reassigned to individuals in accordance with the Parking Space Waiting List.

Exception

Any shareholder of record as of May 16, 1984 who has the use of a parking space may transfer to the purchaser of their apartment the right to use one parking space.

Parking Space Waiting List

The Managing Agent shall enter names on the parking space waiting list in the order of the date of each closing. Except for special circumstances, the right to use any parking spaces shall be assigned only in accordance with the waiting list. Any person who does not wish to accept a parking space when offered by the Corporation will remain in the same position on the waiting list, and the parking space will be offered to the next person on the list. The waiting list will be displayed in the glass case outside the laundry room.

Compliance with Rules

All persons using a parking space must comply with all notices posted by the Corporation and all rules established by the Corporation, its employees or Managing Agent regarding the use of parking spaces. Failure to comply with such rules will result in loss of parking privileges.

Reassignment of Parking Spaces

The Corporation may re-assign the specific parking space being used by any person. Any person who wishes to be re-assigned to a different parking space must put their request in writing addressed to the Board of Directors.

Grounds for Revocation of Parking Space Usage

In addition to the above, the Corporation may revoke the right of any person to use a parking space if the shareholder: 1) defaults in the payment of maintenance, additional maintenance, assessments, parking charges, late charges, fines or legal fees imposed by the Corporation, 2) violates any provision of the Corporation's House Rules; 3) defaults in any other provision of the proprietary lease; or 4) engages in conduct which violates the rights of any other resident of the properties.

Garbage

Garbage should be securely wrapped and shall be deposited into the chute. If a garbage bag does not fit down the chute, it is to be taken to the main compactor room located on the "S" level. **Broken glass or other sharp edges should be wrapped to prevent injury to staff.** Open food containers, diapers etc. should not be placed in the recycling bins.

Breach of this procedure is a serious Department of Health violation and can result in major building violations and expense.

Electronic waste must be recycled and cannot be thrown out in the regular trash. If you have such items to be disposed of, please contact the superintendent to arrange for pick-up. Any fines received by the building for the illegal disposal of such waste will be the responsibility of the shareholder involved.

Please notify building staff immediately if there is any spillage on the hall carpeting.

Garbage Disposals/Washing Machines/Dryers

No shareholder or resident shall install or maintain in any apartment a garbage disposal, washing machine or dryer. The Corporation has the right to remove any item from an apartment which is in violation of the proprietary lease at shareholder/resident's expense.

Guests

All guests must enter through the lobby entrance.

Heat and Hot Water

The official heating season begins September 15 and ends May 15 the following calendar year. A temperature of 68° F must be supplied from 6:00 AM to 11:00 PM each day. The temperature may be lowered to 60° F from 11:00PM to 6:00AM.

The required hot water temperature must be supplied at a constant minimum temperature of 120° F at all times and at each hot water outlet in the apartment.

If you have any further questions, please call the White Plains Building Department.

Insurance Coverage

As accidents in one apartment can affect neighboring shareholders, all shareholders are required to maintain a minimum of \$100,000 in liability insurance on their apartment. Shareholders will need to show proof of coverage by 1 April of each year. Failure to show documentation of coverage will result in a \$250 fine.

Shareholders are encouraged to talk to their individual insurance companies regarding what coverage is needed regarding personal effects including the cost of personal belongings, furnishings, upgrades to the apartment etc. It is also recommended that 101 Old Mamaroneck Road Owners Corporation and the management company be added to the policy as additional interests. In the event of a claim, this will make it easier for insurance companies to communicate and for the management company to intercede on the shareholder's behalf.

Intercom

Your guests may request entry to the building through the lobby intercom. Please inform the Superintendent the phone number to receive calls from the intercom.

When you receive a call from the lobby to your phone, you may grant access remotely by pressing “9” once you confirm your visitor’s identity, then hang up. To refuse entry, hang up.

Keys and Key Fobs

A copy of all keys to each apartment must be provided to the Superintendent as stated in the proprietary lease. There will be a minimum charge of \$250 if a shareholder is locked out of their apartment and has not provided the Superintendent with a copy of all keys.

Key fobs must be purchased by all new shareholders. A key fob is available (at \$60.00) which opens the garage and other doors remotely. The price of a fob without garage-remote capability is \$25.00. Key fobs may be purchased through the Superintendent. Key fobs and remote garage door openers are building specific.

Key fobs given to any service provider must be registered along with identification at the Superintendent’s office. Service providers must enter through the side entrance at ‘S’ level, not through the lobby. Cleaning supplies and such should not be brought through the Lobby.

Laundry Room

There are two laundry rooms in each building. Laundry Room hours are from 7am – 11pm daily. Cards may be purchased from the company or from the super. Cards may be refilled in all laundry rooms using cash. Alternatively, the machines can be paid for via an app on a smartphone.

All residents share the laundry room. Please be considerate of others and do not use all the machines at one time. It is recommended that you read and follow the instructions posted in the laundry room. **If your housekeeper does your laundry, please instruct the housekeeper to follow the posted rules.** Shareholders and residents are responsible for their housekeeper. Promptly remove your clothes from the machine at the end of the cycle and remove the lint from the dryer filter. Machines should be left clean and free of debris after use. Plan your time accordingly as the machines will turn off at 11pm each evening. Clothes should not be left in machines overnight nor left to dry on the machines, carts or tables/chairs. Laundry carts should not be removed from the laundry room.

Move-In/Move-Out

Garthchester Realty Ltd. Must be notified **in writing** at least one week in advance of the actual move-in or move-out date. Notices should be addressed to Garthchester Realty Ltd., 440 Mamaroneck Avenue, Suite S-512. Harrison, NY 10528.

Moving is allowed Monday through Friday, 8:30am- 4:30pm. *Moving is prohibited on*

weekends and holidays.

Additionally, the move-in/move-out party and the moving company must notify the superintendent at least two business days before the move date.

A fee of \$600.00 will be sent in with the buyer's application to Garthchester Realty (check payable to 101 Old Mamaroneck Road Owners Corp). \$300.00 of this fee is a non-refundable move-in fee and \$300.00 is a deposit to cover any potential damage from the move. The damage deposit will be refunded after the superintendent or managing agent declares no damage was caused. Any damage caused by the move into or out of the building will be assessed by the Managing Agent and will be charged to the party responsible.

In addition, a deposit of \$1000 is required at the time of closing which will be refunded after the apartment passes carpet and circuit breaker inspection.

Sellers or tenants moving out must also follow this procedure described above. The managing agent must receive a check for \$600.00 payable to 101 Old Mamaroneck Road Owners Corp at least one week prior to move-out. The party and its moving company must also notify the superintendent at least two business days prior to the move-out. Of this fee, \$300.00 is a non-refundable move-out fee and \$300.00 is a deposit to cover any potential damage from the move. The damage deposit will be refunded after the superintendent or managing agent declares no damage was caused. Any damage caused by the move into or out of the building will be assessed by the Managing Agent and will be charged to the party responsible.

All move-ins/move-outs after 4pm will incur a \$100 per hour charge for staff supervision. Any shareholder/resident moving on weekends and/or legal holidays will be in violation of the House Rules.

If you are moving larger items into/out of your unit, such as but not limited to appliances, bathroom fixtures and cabinets, you must notify building staff with advance notice so that the elevator can be prepped, and an inspection of the premises may be done after the items are moved in or out. Damage to public spaces may be charged back to the party bringing in or taking out the items.

Notices

All shareholders, their visitors and guests must comply with notices posted on the property or in the buildings and all notices sent by the Board of Directors or the Managing Agent. Notices are posted in the glass cases outside the laundry rooms and may also be mailed/emailed to residents. The Corporation also uses an automated system to disseminate information to residents. Residents are expected to provide the management company with an email and/or phone number.

Open House

Notice of an open house must be sent in writing to Garthchester Realty. The Managing Agent must receive the notice three days in advance of the open house stating: the building, apartment number, day and hours of the open house and the name of the broker if there is one. Failure to comply will result in the cancellation of the open house.

Patio Rules

1. Patio hours are from 8:00 AM to 10:00 PM. Access to the patio will be from the lobby only. Please note that the breezeway staircases are for **emergency purposes** only, not as a shortcut to the patio.
2. Guests are permitted on the patio. However, the patio is not equipped for large groups. If more than six persons (including children) up to a maximum of eight are expected to attend a gathering you are hosting, **you must fill out a request form five business days in advance** and receive written approval from the Board of Directors. Forms are available from the doorman. If permission is granted, the Board of Directors may impose reasonable conditions. Each gathering is limited to three hours and may not be held on a holiday weekend. You are responsible for the conduct of your guests.
3. Food and beverages are permitted. Noxious or objectionable odors, smoking, barbecuing, are not permitted. Please be considerate of your fellow shareholders by cleaning up after yourself. If someone has left something behind, please help by picking it up.
4. Only residents and their guests of legal drinking age are permitted alcoholic beverages. However, drink responsibly. Inebriation and/or excessive drinking will result in the revocation of patio privileges. All cleanup is the responsibility of the shareholder/tenant. Recyclables are to be disposed of separately. Failure to do so may result in the cooperative receiving a significant charge and the shareholder/tenant denied patio privileges.
5. Throwing, hitting, kicking or playing with any ball, a Frisbee or similar item is prohibited at all times. Parents are welcome to bring their children down to the patio, but it is not a playground area. Please restrict your children from running around or playing on the outdoor furniture. Bicycles, scooters, skates etc. are not permitted on the patio.
6. Radios or other similar music playing devices are not permitted unless used with headphones. Sound should not be audible to other residents. Please be particularly mindful of residents living in units adjacent to the patio in regards to noise.
7. Smoking is **NOT** permitted on the patio.

Pest Control

The agents of the cooperative, and any contractor or workman authorized by the Superintendent, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the cooperative must take additional measures in excess of routine maintenance to control or exterminate vermin, insects or other pests, the cost thereof shall be payable by the shareholder or resident causing additional rent/maintenance.

Pets

No pets are permitted except for small, caged birds (no more than 2 per unit), domestic cats (no more than 2 per unit) and pet fish contained in a single tank not to exceed 30 gallons in volume. No other animals are permitted.

Pigeons / Wildlife

No pigeons, birds or animals shall be fed from the windowsills, terraces, and balconies or in the yard, court spaces or other public portions of the building or property, or on the sidewalk or on the street adjacent to the building. Shareholders/residents responsible for pigeon, bird or animal droppings on the walkways, windowsills, air conditioners, fire escapes and/or terraces, which are health hazards, will be held responsible for all costs incurred in removing and repairing all damages resulting from such droppings. Feeding pigeons from terraces or from the grounds is a serious violation of these rules, which can lead to revocation of proprietary leases, parking privileges or other privileges.

Property Sales

No sales, auctions or other events to sell personal property may be held in the buildings without the prior written approval of the Managing Agent.

Quiet Hours

Quiet hours are from 10:00PM – 8:00AM. No shareholder or resident shall make or permit any disturbing noises in the building or permit anything to be done which will interfere with the rights, comfort or convenience of other shareholders or residents. No shareholder or resident shall play any musical instrument or permit to be operated a stereo, radio or television at a volume that can be heard from common areas or adjoining apartments during Quiet Hours.

Excessive noise emanating from your apartment *at any time* that is disturbing to other residents puts you in violation of our house rules and the local codes of the City of White Plains. Repeat violations are subject to fines.

Complaints should be made in writing to Garthchester, the Managing Agent, or to the Board of Directors. Please use the mailboxes outside the Laundry Rooms to expedite your concerns or use email.

Radiator

At any given time, apartment temperatures vary. If the shareholder wishes to have any or all the radiators turned off or on, contact the superintendent or handyman. **DO NOT** do it yourself. If the work is done incorrectly, damage may occur to the system. Should this happen, the shareholder will be held financially responsible for the necessary repairs to any damaged apartments or equipment.

Recyclables

Items for recycling should be placed in the appropriate bin in the trash room. Paper, cardboard etc. should be placed in the brown/black bin. Plastics, glass, metal should be placed in the blue bin. Any recyclables containing food residue should be thoroughly rinsed before depositing in the receptacle to prevent problems with vermin. Broken glass or other sharp edges should be wrapped to prevent injury to staff.

Electronic waste must be recycled. If you have such items to be disposed of, please contact the superintendent to arrange for pick-up. Do **NOT** leave such items in the trash room. Any fines received by the building for the illegal disposal of such waste will be the responsibility of the shareholder involved.

Renovations & Construction

Construction, repair work, or other installation involving significant noise may only be conducted **weekdays** (not including legal holidays) from 9 am – 4:30pm. The Managing Agent must approve weekend construction in each instance, with notice given to all adjoining apartments. Work done by shareholders themselves must also be performed within the approved hours and shareholders are liable for damages incurred as a result of such work. Removal of any debris from renovations is the responsibility of the shareholder and/or contractor.

THE BOARD MUST APPROVE RENOVATIONS. Before you begin any work, the following must be done. Shareholders must notify Garthchester Realty to obtain a CIF (Capital Improvement Form). After you have reviewed and signed the CIF, return it along with a description or

drawings of the work to be done. Additionally, Garthchester will need certificates of insurance from the plumber, electrician and general contractors. Liability insurance is also required before the start of the project with 101 Old Mamaroneck Road Owners Corporation and Garthchester Realty Ltd. named as additionally insured, along with proof of the contractors' workers compensation insurance. Once all the paperwork is in order, Board approval received, the White Plains building permit received and taped to your entrance door, the Superintendent notified and met with your contractors to explain the building procedures, you can start your work.

The use of any bath fitters or shower fitters is prohibited.

Repairs

Per the by-laws, the shareholder is responsible for all repairs inside the four walls of his/her apartment. Only items that are part of standard building equipment are the responsibility of the coop such as the heating system, pipes within the walls, terraces etc. Questions regarding what is coop responsibility and what is shareholder responsibility should be directed to the management company.

The maintenance staff will perform the following tasks, free of charge: changing a light bulb., unclog toilet with plunger, unclog sink with plunger, unclog tub with plunger, replace door locks, lubricate locks.

Other items such as snaking a clogged drain, installing light fixtures or wall switches, installation of new faucets/showerheads etc. are the responsibility of the shareholder. Since the coop is not responsible for such work, it cannot dictate the fees charged. Major repairs or renovations to any unit require Board approval. Inquiries regarding the need for prior approval can be submitted to the management company.

In order to ensure that work requests are received and addressed in a timely fashion, all requests must be filled out electronically on the management company website. This can be done by going to [garthchesterrealty.com](https://www.garthchesterrealty.com) and selecting work request from the banner on top. The direct link to file a request is <https://www.garthchesterrealty.com/work-requests>. Written requests will no longer be honored. If a resident is unable to use the electronic work request, they should contact the management company for assistance.

Shareholders are obligated to report problems or damage to their apartment (e.g., a leak) immediately or they may be liable for the cost of repairs.

Roof Access

No person other than employees of the cooperative, contractors of the cooperative or members of the Board of Directors is permitted on the roofs of the buildings.

Security

Security is the top priority for all shareholders/tenants. Every shareholder/tenant must do his/her part to maintain the security of the complex. Entry should be granted only to your visitors. Do not give anyone access to the building while you are entering or exiting the building.

Signs

No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the building. Any announcements should be cleared with the Superintendent for posting procedures.

Smoke Detectors/Carbon Monoxide Detectors

To the extent required by current law, smoke alarms and carbon monoxide detectors are required in all apartments and must be maintained by the shareholder or resident. It is recommended that residents check the detectors twice a year (daylight savings time) and replace the battery. If you do not have smoke detector and wish to have one installed, please purchase one at any hardware store. You may request the Superintendent to assist with the proper installation. You may also contact the Superintendent for battery replacement. Additionally, an ABC fire extinguisher is also suggested. This should be a minimum of 2.5lbs. and be kept accessible in case of fire.

Smoking

Smoking is not permitted in any of the public areas of the buildings, the grounds nor on the terraces. Smoking within your own unit must be contained so as not to present a nuisance to neighbors.

Star Program

The School Tax Relief (STAR) program provides a partial exemption from school property taxes for owner-occupied primary residences. To apply for this program please call Garthchester Realty Ltd. The number is 914-725-3600.

Storage Lockers

Storage lockers are located on the S-Level on each side of both buildings. These lockers may be rented monthly, subject to availability. There are three sizes of lockers. All items must be

stored within the confines of the lockers, NOT on top of or next to storage lockers. Items left outside of the lockers may be confiscated. If interested, please contact the Superintendent for further information.

Subletting

The Sublet Policy and Procedure may be found in Appendix A.

Terrace Plantings

No plants shall be hung from the terrace ceilings, ledges or walls, nor shall any holes be made into building walls. Plantings shall be contained in boxes of wood, lined with metal or other material impervious to dampness and standing on supports at least 2 inches from the terrace or balcony surface, and if adjoining a wall, at least 3 inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. It shall be the responsibility of the shareholder/resident to maintain the containers in good condition and the drainage tiles and weep holes in operating condition. The floor of the terrace may not be tiled.

Toilets & Sinks

Toilets and sinks and other water apparatus in the buildings must not be used for any purposes other than those for which they were constructed, nor should any sweepings, rubbish, rags or any other article be thrown into the water closets. The shareholder/resident will pay for the cost of repairing any damage resulting from misuse of any water closets or other apparatus.

Trades People

All trades people contracted to work in our buildings must enter and exit through the service entrances with their tools. Initially they should enter the front door to notify the doorman they will be working in the building. The doorman will give them access to the service entrance. They also must contact the Superintendent at least one day in advance to schedule their working hours.

Treadmills/Exercise Equipment

Treadmills or other motorized exercise equipment are not allowed in any apartment in the buildings. Exercise bikes, ellipticals or other non-motorized devices may be permitted if they do not disturb others. If complaints regarding noise or vibration due to such exercise equipment are received, the shareholder will be required to remove the equipment or be in violation of the House Rules.

Windows

The shareholder or resident is required to keep the windows of the apartment clean. If the shareholder fails or refuses to do so, the cooperative through its agents and/or employees can, at the shareholder's expense, after giving the shareholder ten (10) days written notice to do so, enter the shareholder's apartment to clean the windows.

When cleaning the windows, you need to raise or lower each window at least 2-3 inches before tilting it in. This will avoid breaking the springs that hold the window when left in the open position.

Window Replacement

There is a window replacement program. Please ask the Superintendent.

Window Treatments

Window treatments must consist of blinds, shades or drapes. Windows may not be tinted, frosted, painted or colored.

BUILDING INFORMATION

<u>Personnel</u>	<u>Days/Hours</u>	<u>Phone Number(s)</u>
Superintendent:	Tuesday-Saturday	914-946-3032
Office-101 OMR S-Level "A" Side	8:00 am - 5:00pm	
Doorman 2 Overlook	Mon – Sat 10 am – 7 pm Sun 12 pm – 7 pm	914-682-7489
Doorman 101 OMR	Mon – Fri 10:30 am – 7 pm Sat 10 am – 7pm Sun 12 pm – 7 pm	914-946-7058
Managing Agent: Garthchester Realty 440 Mamaroneck Avenue Suite S-512 Harrison, NY 10528		914-725-3600 914-725-6453 (F)
After-Hours Emergency Number (Garthchester)		866-246-0370

IMPORTANT PHONE NUMBERS

EMERGENCY (Fire, Police & Ambulance)	911
Police (<i>Non-Emergency</i>)	914-422-6111
Fire (<i>Non-Emergency</i>)	914-422-6360
Optimum:	
Customer Service	888-276-5255
Sales:	855-267-8468
Con Edison	800-752-6633
Poison Control	800-222-1222
White Plains Municipal Offices:	
Parking	914-422-1232
Public Works	914-422-1206
Recreation & Parks	914-422-1336
Senior Center	914-422-1423

Appendix A

SUBLET POLICY 101 OLD MAMARONECK ROAD OWNERS CORP.

Adopted August 1996; Revised August 2009; Revised May 2012; Revised March 2014, Revised April 2017

Approval to sublease is a two (2) step process. First, the Board of Directors will review and approve of your request for permission to sublease. The second step requires the Board of Directors to review and approve of the proposed sub-lessee of the apartment. The following is the procedure that must be followed to obtain approval to sublease.

STEP ONE

A shareholder who wishes to obtain permission to sublet his/her apartment must request written permission from the Cooperative Corporation. Such request shall be submitted to the Board in writing. The shareholder requesting permission must:

1. Be a shareholder in good standing, current on all financial obligations and not in default of the Proprietary Lease.
2. Have owned his/her apartment for not less than one (1) year.
3. Provide the specific reasons why it is felt subletting is necessary and/or why the shareholder desires to sublet his or her apartment.
4. Provide documentation of any personal or financial hardships, if any, which establish the basis for the request. Any self-imposed hardships will not be considered by the board.

The board will review each request in an expedient manner and based upon all the facts and circumstances presented by the shareholder, notify the shareholder whether the request to sublet has been approved. The Board of Directors reserves the right to limit the number of apartments that may be sublet in the Building at any one time and will not permit the number of sublets to exceed Seven and One-Half (7.5%) percent of the apartments in the Building.

STEP TWO

If the board approves the shareholder's written request, the shareholder should contact the Managing Agent to obtain the "Sublet Application Package". The proposed subtenant must complete the Sublet Application Package regardless of the relationship to the shareholder and submit the package together with all fees required by the Managing Agent and the Board of Directors will review the package.

Please be advised that all sublets shall be subject to the following provisions:

1. The term sublease shall be solely for a period of one (1) year. Any renewal shall be subject to and conditioned upon approval of the Board of Directors based upon the submission of a written renewal application. This request must be submitted by the shareholder not less than 60 days prior to termination of the sublease and any renewal thereof.
2. In no event will the Board approve any subletting for more than two (2) consecutive years.
3. The sublease shall be using a Blumberg form P193 Sublease form and shall contain the rider annexed hereto.
4. For any shareholder who has financing, the shareholder must provide a written statement from the shareholder's lender consenting to the subleasing of the apartment.
5. The shareholder and prospective subtenant must sign a "Rider to Sublease Agreement" This agreement shall represent that the provisions of the sublease are in compliance with the proprietary lease and all applicable laws as well a consent to entry of a warrant of eviction in the event the subtenants do not vacate possession at the end of the sublease term.
6. The Shareholder and Subtenant must provide proof of homeowners' insurance satisfactory to the Board of Directors and provide a certificate evidencing such insurance to the Managing Agent prior to commencement of the sublease.
7. The Shareholder must provide the Managing Agent with the office and residence address and telephone numbers of the shareholder during the term of the sublease, including any

changes of office or residence address or telephone numbers. Also, the shareholder must designate a person in the State of New York to accept service of legal process. Moreover, the shareholders shall execute an agreement that service by mail to the address given by the shareholders to the Managing Agent is deemed valid service of legal process under New York law.

8. The Shareholder shall relinquish the on-site parking space, if any, being used by the shareholder.
9. In addition to reviewing the "Sublet Application Package" the board requires an interview with the prospective subtenant and all individuals who will occupy the apartment with the subtenant. The board will notify the shareholder in writing, through the Managing Agent, whether the subtenancy has been approved.

CONTENTS OF THE "SUBLET APPLICATION PACKAGE"

All documents included in the "Sublet Application Package" must be completed and submitted at one time to the Managing Agent before the subtenancy will be considered by the board. The "Sublet Application Package" includes the following:

1. Sublease application.
2. Sublease
3. Rider to sublease agreement.
4. Consent to entry of a warrant of eviction.
5. Lender consent to sublease.
6. Proof of insurance.
7. Indemnity agreement from shareholder.
8. Prospective subtenant's current pay stub and previous year's federal income tax return. If self-employed a copy of prospective subtenant's last two years' federal income tax returns (not in package but provided by subtenant).
9. A letter of reference from prospective subtenant's current landlord plus two other personal references for

the prospective subtenant.

FEES AND DEPOSITS

The board has authorized the imposition of a sublet fee, application fee and a move-in/move-out deposit the fees and deposits shall be submitted at the time the application is submitted.

1. **APPLICATION PROCESSING FEE** - A non-refundable application fee in the amount of \$300.00 will be collected by the Managing Agent to cover the costs reasonably incurred by the corporation for the review and processing of the sublet application. This fee must be payable by bank check, certified check or money order.

2. **SUBLET FEE** - A non-refundable sublet fee in the amount of \$1.00 per share, payable on an annual basis to the Corporation shall be charged to the shareholder and collected by the Managing Agent. This fee shall be non-refundable on and after the first day of occupancy.

3. **MOVE-IN/MOVE-OUT DEPOSIT** – Prior to moving into our out of the building, the sum of six hundred (\$600) must be paid to the Managing Agent. Three hundred (\$300) dollars is a fee for moving into our out of the building. The remaining three hundred (\$300) dollars is a deposit which will be returned only if the return is authorized by the Managing Agent. Any damage caused by the move into or out of the building will be assessed by the Managing Agent and will be charged to the responsible party. The Managing Agent is not limited to charging the amount on deposit and is authorized to charge more than the deposit in the event the damage warrants such a charge.

SUBLET RIDER

1. Comply with all house rules, including but not limited to the floor covering house rule (100% of all bedrooms and 80% of all remaining rooms must be carpeted, except that closets, bathrooms and kitchens need not be carpeted) and "No Dog" rule. If so desired by the board, the board may designate a person to inspect the apartment to verify compliance with all house rules.
2. Comply with and satisfy all provisions of the proprietary lease and by-laws of the corporation.

Appendix B

FIRE SAFETY

Be sure to have working smoke and carbon monoxide alarms in your apartment. CO monitors should be placed near sleeping areas and outside individual bedrooms. Dual sensor smoke alarms will detect flames and smoke. If your smoke/CO detectors are battery operated, batteries should be replaced yearly.

STAY CALM.

Notify the Fire Department as soon as possible from a safe location. Firefighters will be on the scene of a fire within minutes of receiving an alarm. Because flame, heat and smoke rise, a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.

Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you do attempt to put a fire out, make sure you have a clear path of retreat from the room.

EVACUATION INSTRUCTIONS IF THE FIRE IS IN YOUR APARTMENT:

Close the door to the room where the fire is and leave the apartment. Make sure everyone leaves the apartment with you. Take your keys. Close, but **do not lock**, the apartment door.

Alert the people on your floor by knocking on their doors on your way to the exit. Use the nearest stairwell to exit the building. Close the fire doors to the stairwell as you leave the building. This is extremely important to prevent smoke and fire from spreading to the hallway and other apartments.

DO NOT USE THE ELEVATOR.

Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene. If you are not sure anyone has called 911, call them immediately.

Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

EVACUATION INSTRUCTIONS IF THE FIRE IS NOT IN YOUR APARTMENT

Feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.

Exit your apartment and building if you can safely do so, following the instructions above (If the Fire is in you Apartment). Know where the fire exit stairwells are located on your floor. Do not use the elevator. It could stop between floors or take you to where the fire is.

EVACUATION VIA THE FIRE ESCAPE

Fire escapes may be utilized if you cannot exit your apartment via the door. To use the fire escape, lift the ladder portion of the escape to release the latch and lower the ladder to the level below. Hold tightly to the ladder as you descend. Make sure there is easy access to fire escapes and do not place anything outside your window at fire escape.

All apartments that are NOT ground level have fire escapes in case you need an alternative escape route.

IF YOU ARE UNABLE TO EVACUATE YOUR APARTMENT

If you cannot safely exit your apartment by any means because of smoke, heat or fire, call 911 and tell them your address, floor, apartment number and the number of people in your apartment. Seal the doors to your apartment with wet towels or sheets. Seal air ducts and other openings where smoke may enter.

Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.

If conditions in the apartment appear life threatening, open a window and wave a towel or sheet to attract the attention of firefighters. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to an area away from the source of smoke, heat or fire.

DURING EVACUATION

If your clothes catch fire, do not run. **STOP. DROP. ROLL.** Stop where you are, drop to the ground, cover your face with your hands and roll over to smother the flames.

Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, **get down on the floor and crawl.** Take short breaths, breathing through your nose.

Exit the building. Do NOT congregate in the lobby or by the side door entrances. Go out to the street, sidewalk or walk further away from the building.

The building is equipped with fire gates on the basement and first floors. These are set off by smoke sensors and will close to seal off the A/C sides and B/D sides of the building from each other.

WHAT TO DO IF YOU SMELL SMOKE

If you smell and see smoke, you should call the Fire Department. If you only smell smoke but it has a wood, electric or rubbery smell, call the Fire Department. When in doubt, the best option is to err on the side of safety and call the Fire Department.

WHAT TO DO IF YOU SMELL GAS

If you smell gas, call the fire department or Con Edison immediately. The fire department typically responds faster.

FIRE PREVENTION

Keep a working fire extinguisher easily accessible in case of a fire.

Kitchen Safety

- Pay attention when cooking food. Don't leave cooking food unattended.
- Wear tight or snug-fitting sleeves and keep hair tied back. (Loose sleeves, dangling hair are more likely to catch on fire. Loose clothes can get caught on pot handles.)
- Don't become distracted by attending to children or answering phone calls or doorbells.
- Create a "kid-free zone" of at least three feet around your kitchen range and oven.
- Make sure oven and stove tops are clean and free of debris. Keep area clear of towels, papers or anything that could burn.
- Turn pot handles inward, facing the wall, to prevent burns caused by overturning or spills.
- Have a pot lid and container of baking soda handy to smother a pan fire. **DO NOT USE WATER.**
- Be sure gas burners are turned off completely when finished cooking
- **If you burn food and there is smoke in your apartment, do not open the door.** This will cause the building's fire alarm to activate. Open a window instead.

Use of Candles

- Use sturdy candleholders, with flame-protective non-combustible (glass or metal) shades or globes.
- Place candles on a glass or ceramic platform (large plate), not on wood or over a large cloth or a doily.
- Place candles at least four feet away from curtains, draperies, blinds, kitchen cabinets and bedding.
- Place candles out of reach of small children and pets.
- Never leave burning candles unattended.
- Secure hair and clothing, such as sleeves or aprons, from the flame when handling candles.

- Keep all flames including candles, matches, lighters and memorial containers out of reach of children.

Portable Heaters

- The use of portable or electrical space heaters is **NOT** recommended.
- If you do use one, ensure that it is in proper working order.
- Do not place heaters near bedding or curtains.
- Cords should not be frayed nor cracked, and they should not be plugged into overloaded sockets or extension cords.
- Turn off the heaters when leaving the room or going to bed.

