

**3777 INDEPENDENCE CORP.**

**RESIDENT'S MANUAL**

**AND**

**HOUSE RULES**

**February, 2025**

The following pages contain information related to policies and procedures of the Co-op and the Managing Agent, Garthchester Realty. They do not amend or override the House Rules (which are attached to the back of this document) or Proprietary Lease.

### **COMMUNICATION WITH THE MANAGING AGENT**

To reach the Managing Agent, Garthchester Realty, please call: 914-725-3600 (M-F 9AM- 5PM).

**Property Manager:** Leny Gonzalez ext 3139 [leny@garthchesterrealty.com](mailto:leny@garthchesterrealty.com)

**Assistant Manager:** Dawn Johnson Banks ext 3220 [dawn@garthchesterrealty.com](mailto:dawn@garthchesterrealty.com)

**Billing:** Adele Frutkin ext 3103 [adele@garthchesterrealty.com](mailto:adele@garthchesterrealty.com)

**Account Executive:** Patricia Quintero (718) 544-0800 ext 302 [patricia@garthchesterrealty.com](mailto:patricia@garthchesterrealty.com)

For After Hour Emergencies - issues that cannot wait 24 hours (such as a leak anywhere, front or side doors do not close properly, elevator not working, etc.) please contact the doorman at 718 549-2036. If super is unavailable, use the following emergency phone number: 866-246-0370.

### **MAINTENANCE PAYMENTS AND LATE CHARGES**

The prompt payment of monthly maintenance charges is important. It is necessary so that the Corporation has an adequate cash flow to pay its operating expenses in a timely manner. In order to ensure prompt payment, the following rules have been established:

1. All payments are due on the 1st of the month **whether or not you receive a bill**; payments must be made by ACH, E-Check, or credit card via the Garthchester website – <https://garthchesterrealty.com/pay> (registration is required to set up an online profile); or by check payable to **Garthchester Realty. A/A/F 3777 Independence Corp.**
2. Payments received by the Managing Agent after the 10th day of the month will be subject to a late fee of \$25.00 Dollars if there is an arrears balance of \$50.00 for 1 month or more.
3. All sundry charges that appear on a maintenance bill are considered to be a part of maintenance. These charges must be paid in full and on time to avoid an administrative charge or delinquency fee or penalty charge.  
No apartment sale or sublet will be considered for approval if payments are not current.
4. A list of fees, approved by the Corporation, can be obtained from the Managing Agent.

### **REPAIRS AND SERVICE REQUESTS**

In order to request maintenance services in your apartment and/or public areas, you are required to see the Superintendent or Handyman of the building and complete a maintenance request form located with the Doorman of the building. Alternately, you can register for BuildingLink.com and submit a request electronically. If you require further assistance, please contact the Management Office.

As outlined in the Proprietary Lease, maintenance of the common areas (including public halls and stairways) shall be the responsibility of the Corporation. The Corporation is also responsible for window repair and replacement windowpanes, exterior window frames, sashes and sills, entrance doors, frames and saddles, (but not when damage to those items are the result of actions of the shareholder or his/her employee, agent or guest). The corporation shall also be responsible for gas, steam, water, air conditioner, and other common riser pipes or conduits within the walls, ceilings, or floors or heating equipment, which is part of the standard building equipment.

Shareholder shall maintain the interior of the apartment, including interior walls, floors and ceilings, in good repair, shall do all of the painting and decorating required for his/her apartment, including the interior of window frames, sashes and sills, and shall be solely responsible for the maintenance, repair and replacement of plumbing, gas, and heating fixtures and equipment, or refrigerators, dishwashers, ranges and other appliances, as may be in the apartment. Plumbing, gas and heating equipment referred to herein shall include exposed gas, steam and water pipes attached to fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which the Shareholder may install within the wall or ceiling or under the floor. Also, the Shareholder shall be solely responsible for the maintenance repair and replacement of all lighting and electrical wiring and conduits from the junction box at the riser into and through the Shareholder's apartment.

All plumbing and electrical repairs undertaken by the Shareholder require prior approval of the Managing Agent. The Corporation will not be financially responsible for any work done, or any work needing to be redone if this approval is not in hand before said work begins.

## **ALTERATION OR RENOVATION OF APARTMENTS**

Alterations may only be undertaken upon the written approval of the Managing Agent. Shareholders wishing approval should contact the Managing Agent about completing the Alteration Agreement and submitting the detailed alteration plans for approval, including copies of all contracts for the proposed work.

Renovation contracts should include a description of the work to be done, the price, the approximate starting date, and evidence that the contractor or person performing the work has adequate insurance. Such insurance must name **3777 Independence Corp.** and **Garthchester Realty.** as additional insured parties.

The performance of any work by or on behalf of a Shareholder in the apartment must be in accordance with all applicable codes, rules, regulations and/or permits. Shareholders must sign a form of Alteration Agreement in favor of the Corporation prior to the commencement of any work. Further, Shareholders will not install any appliance, which will overload the existing wires or equipment in the building. Under no circumstances may a shareholder install a clothing washer or dryer in their apartment.

If proper approval is not received, workmen and supplies will be prohibited from entering the building.

For certain work, a security deposit may be required which will be applied to reimburse the Corporation for any damage or expense it may incur in connection with the work being performed or the complete removal of debris from the premises.

For certain work, contractors may be asked to provide a complete list of materials to be used along with assurance that said materials meets all requirements of relevant environmental protection agencies.

For certain extensive work, an escrow account may be required.

For certain work the Corporation's architect or engineer may have to approve the contractor's plans at the Resident's expense before the Managing Agent can recommend approval to the Board of Directors.

All work will be performed according to the Alteration Agreement.

Upon approval to renovate an apartment, the following rules apply (as noted in the "Alteration Agreement"):

1. Work will only be performed between 9:00 a.m. and 4:30 p.m., Monday through Friday. This includes construction, plumbing, electrical work (or similar activities); work that involves transportation of supplies; or any work that would otherwise disturb other residents. Evening and early morning work, work over long weekends, holiday vacations, etc. will not be permitted. Work involving noxious odors such as floors and painting may only be performed first thing in the morning at the beginning of the week so the odors may dissipate. In certain cases, and only with the approval of the Superintendent, workmen may be allowed to enter the premises a short time before 9:00 a.m. to prepare for work – again, no actual construction or other disturbing work may begin until 9:00 a.m.
2. Arrangements must be made with the Superintendent at least 36 hours in advance for use of the elevator to transport materials used for the alteration or renovation (as well as the removal of any materials left over from construction).
3. The Shareholder will be responsible for the safe and clean daily removal from the building and its surrounding areas (including sidewalks) of all debris and work materials from the proposed alteration or renovation. Building staff cannot be used for this purpose, and Shareholders will be charged for any costs made by the Corporation in connection with the work. It is recommended that a written agreement with the contractor be made whereby he/she is responsible for carting away all the debris and any other materials not used for the renovation or alteration. An alternative would be to arrange for a private carting service, which is suggested be written into the contract.

At no time should there be evidence of debris from renovation work in the public areas of the building, including the trash rooms on each floor, or on its sidewalks.

4. Access to the work area will be provided to the Managing Agent and/or his/her representative for inspection of the work being done - both on a periodic basis and upon completion of the work. The Shareholder will be given advance notice (at least 24 hours) before any inspection of the premises. Shareholders will be held responsible for any and all damage done to the building's public areas (entrance, elevators, etc.) or to other apartments and any and all cleaning required in connection with the renovation work.
5. Shareholders will be assessed for any damages, cost or other expenses incurred by the Corporation in connection with alterations or repair work initiated by them or on their behalf.

## **SALE OF APARTMENTS**

Shareholders wishing to sell their apartment should contact the Management Company for the procedures, documents and necessary information required by the Board of Directors. All forms and required information are to be completed fully and accurately by the prospective Purchaser and submitted to the Managing Agent before any consideration of the sale can be made.

Upon receipt of all completed forms and documents, the appropriate credit reviews will be conducted and an interview will be scheduled. (No action will be initiated until all required information is received). In addition, the Board of Directors or duly appointed committee which interviews the prospective purchasers, reserves the right to request any additional documents or information as deemed necessary or appropriate at any time during the review and interview process.

An interview date will be scheduled with prospective Purchasers (and all prospective occupants of the apartment). All interview dates are coordinated by the Managing Agent. Individual Board members should not be contacted by Shareholders. Please leave plenty of time in your negotiating for the setting of an interview date. The Board of Directors reserves full discretion to change interview times or the frequency thereof.

Upon approval of the sale, a closing can be scheduled with the Managing Agent. All closings are held at the offices of the Managing Agent.

All amounts due to the Corporation at closing (e.g. maintenance and all other costs to the date of closing) must be paid by certified or bank check. The seller is responsible for the processing and closing fees charged the Managing Agent in connection with the transfer.

All Shareholders are strongly urged to consult with the Managing Agent as to the timing of the above procedures before agreeing to a scheduled closing date in the sales contract. It is recommended that all sales be made with the advice of legal counsel.

No closing can take place until all procedures are fully carried out and all documentation is properly completed and promptly received by the Managing Agent.

**No Open Houses are permitted as per the Proprietary Lease.**

### **SUBLETTING OF APARTMENTS**

Since we desire to have a stable tenancy and tenants with a vested interest in building operation as well as a safe and secure building, subletting is currently limited to 1 year at a time with option to renew for an additional year, subject to Board approval at maximum 2 years. All sublets must be approved by the Board and are subject to an interview. Shareholders wishing to sublet must live in the building for at least a year before subletting. Please contact the Managing Agent for procedures and to obtain a sublet application.

### **DAMAGE TO APARTMENTS**

Damage caused by a pipe break or a roof leak should be reported to the superintendent immediately so that measures can be taken to minimize damage to the resident's apartment and other units in the building. Regardless of cause it is recommended that the resident also contact their insurance company as soon as possible. If the damage is caused by a malfunctioning building system such as the HVAC units, the co-op will reimburse the resident for their deductible up to a limit of \$500.00. A full list of items for which the building is responsible can be found in the proprietary lease. Damage caused by negligence of the shareholder or by another resident shall not be the responsibility of the Coop.

### **WINDOW GUARDS**

Under Section 131.15 of the New York City Health Code, window guards are required to be installed in

apartments where children under the age of eleven (11) reside.

All Shareholders and residents who have children under the age of eleven (11) residing in their apartments must notify the Managing Agent and complete the required window guard form.

### **FIRE SAFETY PLAN**

In accordance with the New York City Fire Department regulations, a fire safety plan must be posted on the inside of each dwelling unit door. Please notify the Managing Agent if you are missing the fire safety plan.

### **MOVING IN AND OUT**

All residents moving in or out of 3777 Independence Avenue must notify the Managing Agent at least seven (7) days in advance of the scheduled move. In addition, the Superintendent must be contacted at least 48 hours before the move. Failure to do so may result in the elevator not being made available to the Shareholder, Resident or Moving Company. At the time of the move, the Shareholder, Resident or Moving Company will be given instructions on the proper operation of the elevator. All moving in and out must be made through the service entrance.

Moving in or out will not be permitted to start until 9:00 a.m. and must be completed by 4:30 p.m., Monday through Friday.

When moving, the Shareholder or Resident will be held responsible for any damage done to the building, including, but not limited to, the elevator, common areas, and his or her apartment. An inspection of all areas involved will be made by a building representative both before and after the move. It is to the advantage of the Shareholder or Resident to inspect the public spaces of egress involved in the move, both immediately preceding and following the "move", with a building representative (Resident Superintendent or Managing Agent).

Any Shareholder or Resident moving in or out will be required to make a refundable **\$2,500.00 deposit** to the Corporation at least seven days prior to the move. This should be in the form of an official bank check or certified check and should be payable to the Corporation. The total amount will be refundable at the completion of the move, provided that there has been no damage to the building or extra expense incurred. In the event of any damages or additional expenses arising from the move, the deposit will be applied against these expenses and the Shareholder will be billed for any amount in excess of the deposit. If the cost of repairing any damage is less than the move in or out deposit, the balance will be refunded to the Shareholder after the completion of repairs. The Corporation reserves the right to seek damages and reimbursement for additional costs relating to the move from the Shareholders, regardless of whether the cost resulted from the action of the Shareholders or his/her "employees".

**THE MOVING COMPANY MUST BE LICENSED AND INSURED AND MUST PROVIDE ACCEPTABLE PROOF OF SUCH TO THE MANAGEMENT PRIOR TO THE MOVE**

### **LAUNDRY**

The following is information about the laundry facilities with which all occupants should be familiar:

1. Neither washing machines nor dryers are permitted in apartments. (see house rules #24)

2. The Laundry Room is for exclusive use of residents.
3. The washers and dryers are commercial machines, but they should not be overloaded. Residents are responsible for instructing domestic help as to the proper use of the equipment.
4. If (a) a machine or your laundry card should fail to operate:
  - a) Notify the Superintendent
  - b) Email or Telephone the service company for reimbursement of lost funds and repair. Be sure to note with whom you talked and when.
5. The company currently contracted to operate the laundry equipment is Hercules Corp.: **(800) 526-5760**  
**service@hercnet.com**
6. The Laundry Room may be used only during designated hours of 7:00 am to 10:00 pm.
7. Please limit the amount of machines used at one time, as a courtesy to other residents in the building.
8. Washers, dryers and lint filters should be cleaned after each use.
9. Please dispose of empty containers, used dryer sheets, and other refuse in the bins provided for such purpose.

## **SUPERINTENDENT**

The Superintendent's office is located in the Basement Level. After business hours, Residents are requested to contact the Doorman at 718 549-2036 or the Managing Agent at 866-246-0370, if there should be an emergency.

Please keep in mind, however, that requests for routine repairs should be made to the Superintendent or Handyman during normal business hours.

## **INSURANCE INFORMATION**

As per the House Rules #29, it is required that each Shareholder carry the standard insurance policy commonly used for cooperatives. An insurance broker should be consulted so as to tailor the policies to individual needs and so as to obtain broad coverage for possible personal or property damage claims made against individual Tenants/Shareholders. Numerous Insurance Companies provide a co-op policy (a three-in-one policy) that includes fire, theft, and liability insurance. A deductible no greater than \$500.00 per occurrence is recommended.

It should also be noted that the Corporation's insurance premiums for the building and grounds are affected dramatically by the claims, settled or unsettled, being leveled against the co-op. Frivolous lawsuits affect us all financially and should be avoided. Conversely, the co-op may benefit from a lack of claims against it. Please also refer to the section on Damage to Apartments.

## **KEYS**

Residents are required to leave a key with the Superintendent for emergency use. Keys will be coded and placed in a safe box for safekeeping to be used in an emergency only.

Should entry to a Resident's apartment become necessary in an emergency, which affects the safety and well being of the building and other Shareholders, and no key is in the safe box, the Proprietary Lease provides for forced entry at the expense of the aforesaid Shareholder. Please see the emergency contact form, on the next page.





# 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

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

## 3777 INDEPENDENCE CORP. RESIDENT CONTACT FORM

### Resident 1 CONTACT INFORMATION

NAME:		
Home Phone		
Cell Phone		
Email		
Away Address		

### Resident 2 CONTACT INFORMATION

NAME:		
Home Phone		
Cell Phone		
Email		

### EMERGENCY CONTACT INFORMATION 1 (local person)

Name		Relation ship	
Phone		Email	
Can management provide access to apartment in the event of emergency? _____ Yes or _____ No		Address:	

### EMERGENCY CONTACT INFORMATION 2

Name		Relation ship	
Phone		Email	
Can management provide access to apartment in the event of emergency? _____ Yes or _____ No		Address:	

### vehicle information (IF APPLICABLE)

VEHICLE 1	VEHICLE 2
Make & Model:	Make & Model:
Color:	Color:
Plate Number:	Plate Number:
Garage Space # (If Any) _____	Garage Space # (If Any) _____

NOTE: 3777 INDEPENDENCE AVE CORP. reserves the right to enter any unit for emergencies.

Resident must give the superintendent a key for each lock to the front door of their apartment. If the property does not have a key, a break in is necessary, it will be at the Resident's expense. \*3777 INDEPENDENCE CORP. nor Garthchester Realty accepts any responsibility by allowing the party noted on this form access to the apartment.

## **PUBLIC HALLS, STAIRWAYS AND WINDOW SILLS**

The public halls and stairways of the building must not be obstructed or used for any purpose other than ingress to or egress from the apartments in the building. No article shall be placed in halls, in stairways or on or in front of doors. Further, no public hall of the building will be decorated or furnished by any occupant in any manner. (See House Rule # 1, 4, 7)

## **REFUSE (GARBAGE) REMOVAL**

All Residents should know the recycling and composting rules that are posted prominently in the recycling area of the building located in each compactor room. All plastic, glass and metal containers should be rinsed and put in the blue plastic recycling bin. Newspapers, magazines, periodicals and flattened boxes should be placed neatly in the clearly marked area. All compostable garbage should be properly bagged and disposed of in the proper composting bins located in the basement areas. All other garbage should be bagged and thrown down the chute. Disposal of large items, such as furniture, mattresses, etc. should be accomplished by making arrangements with maintenance staff.

IT IS IMPORTANT THAT THESE PROCEDURES BE FOLLOWED SCRUPULOUSLY BY EVERYBODY IN ORDER TO CONTROL ROACHES, PREVENT FIRES, AND AVOID POTENTIAL HEALTH HAZARDS. ADDITIONALLY, THE BUILDING IS SUBJECT TO FINES FROM THE DEPARTMENT OF SANITATION FOR IMPROPER DISPOSAL OF RECYCLABLES AND COMPOSTABLES IN THE REGULAR GARBAGE.

## **NOISE, DISTURBANCES**

No Resident will make or permit any disturbing noises to be made in the building or do or permit anything to be done therein, which will interfere with the rights, comfort, convenience or quiet enjoyment of other Residents. (See House Rules #5.)

## **SIGNS AND NOTICES**

No sign, notice, advertisement or illumination will be allowed on or at any window or other part of the building.

Under no circumstances are "outsiders" (political organizations, retail stores, guests) allowed to post bulletins or notices on walls or to distribute flyers under doors. The only exception to this policy is notices from the Managing Agent, The Apartment Corporation or the Board of Directors.

## **ANTENNA**

No radio, television aerial or satellite dish will be attached to or hung from the exterior of the building. A cable system for TV reception currently exists in the building. (See house rules #18)

## **FLOOR COVERING REQUIREMENT**

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 percent of the common walking areas of each room except kitchens, pantries, bathrooms and closets. Decorative carpeting under the bed or dining table is not considered coverage of common walking areas. This must be performed within (30) thirty days of moving in. In the event a complaint is made regarding the noise emanating from your apartment, the representative of the building must be provided access to inspect for adequate floor coverings. (See house rules # 6)

## **SECURITY OF THE BUILDING**

All doors (front and side) must be locked at all times. If you are coming into or going out of the building, do not hold the door for or admit anyone you do not know.

## **BUILDING FIRE SAFETY**

Natural Gas and Combination Smoke/Carbon Monoxide alarms have been installed in apartments and should be kept fully operable by installing fresh batteries as per the manufacture's specifications. Batteries are the responsibility of the Resident. If you do not have any of the above detectors, please contact the super who will install one at the resident's cost.

## **E-BIKES, SCOOTERS AND SIMILAR E-MOBILITY VEHICLES**

No electric bicycles, scooters, or similar e-mobility devices or vehicles (an "LI Vehicle") using lithium-ion batteries are permitted in the 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, bike room, elevator, vestibules, and stairways) (collectively, the "Property"). In the event a violation of the foregoing policy results in a fire at the Property, the Lessee (Tenant) who brought the LI Vehicle into the Property or whose Guests brought the LI Vehicle into the Property, shall be deemed a violation of the Lessee's Proprietary Lease and the cooperative shall hold Lessee's responsible for any incidents arising from the use or storage of LI Vehicles. (See House Rules #26)

## **FIRE EMERGENCY PROCEDURES**

The following information has been provided by the New York City Fire Department in its publication on "Hi-Rise Fire Safety."

### **DO'S:**

<b>CALL</b>	the Fire Department if you smell smoke or see a fire.
<b>CLOSE</b>	all doors behind you.
<b>FEEL</b>	the door; if it's hot, <b>DON'T OPEN IT.</b>
<b>STAY LOW</b>	in heavy smoke or heat conditions - if possible near an open window.
<b>WALK</b>	quickly, <b>DON'T RUN</b> , to your nearest smoke-free stairway or fire escape and travel downward.

**DON'TS:**

- DON'T** use elevators as exits.
- DON'T** stand in hallways.
- DON'T** use dead-end corridors.
- DON'T** panic - be aware of potential crowd panic.
- DON'T** fight a fire alone.
- DON'T** turn back for personal belongings - you may not get a second chance to leave.

**If trapped on a Floor:**

Stay low near an open window. Close all doors between you and the fire. Keep smoke out by using wet sheets and towels around doors. Signal for help by using the telephone to communicate your situation and location. Use judgment in opening windows. Close them if smoke enters.

**TO NOTIFY THE FIRE DEPARTMENT, USE THE TELEPHONE AND DIAL "911".**

**GARAGE**

The garage is for use by shareholders and tenants of the building only. Only one deeded parking space (14 shares) may be purchased by a shareholder and allocated per owned apartment.

Shareholders may rent a second parking space from the Corporation or from the sponsor, should they be contacted by the management that a space is available. Priority will be given to those shareholders that do not own any space at all. All shareholders and tenants must abide by the Garage Waiting List posted in the building mailrooms. Please contact the managing agent to add your name to the Garage Waiting List. (See House Rules 28)

**SMOKING POLICY**

This is a smoke free building. Smoking is prohibited in all common areas, and in all individual apartments, terraces and balconies, whether indoors or outdoors. (See Proprietary Lease Amendment, attached)

## HOUSE RULES

1. The public halls, stairways and lobby of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building and the fire towers shall not be obstructed in any way. Use of the lobby shall be limited to ingress and egress. It shall not be used for social purposes, unless approved by the Board of Directors.
2. No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.
3. Children shall not play in the lobby, public halls, courts, stairways, fire towers, elevators, driveway, parking lot, or on the roof of the building.
4. No decoration of public space or placing of any objects in hallways is permitted.
5. No Lessee shall make or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play any musical instrument or permit to be operated a stereo or radio or television loud speaker in such Lessee's apartment between the hours of 10:00 o'clock p.m. and the following 8:00 o'clock a.m. if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays – such work will not be permitted on legal holidays, holiday vacations when tenants are expected to be home on vacation and only between the hours of 9:00 o'clock a.m. and 5:00 o'clock p.m.
6. 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 percent of the floor area of each room except for kitchens, pantries, bathrooms and closets. Decorative Carpeting under the bed or dining table is not considered coverage of common walking areas. This must be performed within (30) thirty days of moving in. If requested, access must be provided to the building representative to inspect for compliance.
7. No article, such as doormats, umbrellas, shoes or rubber boots, shall be placed in the halls or on the staircase landings or elevators, nor shall anything be hung or shaken from the doors, windows or roofs or placed upon the windowsills or ledges in the building. No bicycles, scooters, strollers, baby carriages or other wheeled items shall be allowed to stand in public halls, passageways, areas of courts of the building. Anything left outside an apartment is subject to removal by building personnel.
8. No awnings, window air conditioning units or ventilators shall be used in or about the building nor shall anything be projected out of any window of the building.
9. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Board of Directors or the Managing Agent.
10. No velocipedes, bicycles, scooters, baby carriages or similar vehicles shall be allowed to stand in the public halls, passageways, areas or courts of the building.
11. Messengers and trades people shall use such means of entrance and exit as shall be designated by the Board of Directors or the Managing Agent.
12. Except for small parcels, supermarket and food deliveries, all other items of every kind must

be delivered only through the service entrance to the building.

13. Trunks and heavy baggages shall be taken in or out of the building through the service entrance.
14. 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.
15. Toilets, sinks, drains and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown in them. The cost of repairing any damage resulting from misuse of any water apparatus shall be paid for by the resident in whose apartment it shall have been caused.
16. No resident shall hire or utilize the services of any building employee for private business during that employee's workday.
17. No dogs of any kind are allowed to be kept in the building. Please check with management for rules pertaining to visiting dogs. Cats and other pets which do not interfere with the rights, comfort, convenience or quiet enjoyment of other Residents are permissible. In no event shall any animal be permitted in any of the public portions of the building unless carried or on a leash. No pigeons or other birds or animals shall be fed from the windows, in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building.
18. No radio, television aerial or satellite dish shall be attached to or hung from the exterior of the building.
19. No vehicle belonging to a resident or to a member of the family, guest or employee of a resident shall be parked in such a manner as to impede or prevent ready access to any entrance or driveway of the building by another vehicle. Parking in the driveway is limited to 20 minutes. There is no overnight parking permitted without prior permission from the Board or the Managing Agent.
20. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale or tag sale be held in any apartment without written consent of the Board or its Managing Agent. Rules for these events must be obtained from the Managing Agent. Resident is responsible for strict adherence to said rules.
21. Residents shall keep the windows of their apartments clean and covered by white or by off white blinds or shades as deemed acceptable by the Board of Directors. In case of refusal or neglect of a resident during 10 days after a notice in writing from the Managing Agent or the Board of Directors to clean windows, such cleaning may be done by the Managing Agent and/or the Board of Directors, which shall have the rights, by its officers or authorized agents, to enter the apartment for the purpose of cleaning the windows and to charge the cost of such cleaning to the Resident/Shareholder.
22. Complaints and questions regarding the service of the building shall be made in writing to the Managing Agent.
23. The Managing Agent, superintendent, and any contractor or workman authorized by the management, 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 repair plumbing, electrical, or any other building equipment or to control or exterminate any vermin,

insects or other pests and for the purpose of taking any measures deemed necessary.

24. The use of clothes-washing machines and dryers within individual apartments are prohibited. A laundry room is available in the basement and is for exclusive use of residents. No laundry will be permitted to be kept in the laundry room overnight.
25. The Board of Directors and Managing Agent shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
26. No electric bicycles, scooters, or similar e-mobility devices or vehicles (an "LI Vehicle") using lithium-ion batteries are permitted in the 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, bike room, elevator, vestibules, and stairways) (collectively, the "Property"). As such, no Lessee (Tenant) shall permit any LI Vehicles (whether belonging to the Lessee (Tenant) or to their guests, employees, agents, visitors, tenants, sub lessees (tenants), 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 (Tenant) who brought the LI Vehicle into the Property or whose Guests brought the LI Vehicle into the Property, shall be deemed a violation of the Lessee's proprietary Lease and the cooperative shall hold Lessee's responsible for any incidents arising from the use or storage of LI Vehicles.
27. 3777 Independence Corp. is a smoke free building. Smoking is prohibited in all common areas, and in all individual apartments, terraces, balconies, etc., whether indoors, or outdoors. Please refer to building wide smoking ban amendment to the Proprietary Lease, attached.
28. The garage is for use by shareholders and tenants of the building only. Only one deeded parking space (14 shares) may be purchased by a shareholder and allocated per owned apartment. Shareholders may rent a second parking space from the Corporation or from the sponsor, should they be contacted by the management that a space is available. Priority will be given to those shareholders that do not own any space at all. All shareholders and tenants must abide by the Garage Waiting List posted in the building mailrooms. Please contact the managing agent to add your name to the Garage Waiting List. An additional spot (should it become available through the wait list) may be rented from the corporation or the sponsor.
29. Each Shareholder is required to carry the standard insurance policy commonly used for cooperatives. Claims for damage to the apartment and contents, including those caused by failures of building systems should be made to the Shareholder's insurance carrier.
30. The front lawn of the building, alongside the garage, has been designated a quiet sitting area for residents use. Please refrain from ball playing and loud noise.
31. The far side of the lawn, on the 239<sup>th</sup> street side, has been designated for use as a community garden. Planting, tending and harvesting activities are scheduled by a committee. No unsupervised children should be in the planting area. For further information please ask the doorman for the committee contacts.
32. No screening or fencing shall be constructed on the terraces without written approval from the Board of Directors or the Managing Agent. Such enclosures shall be removed by the resident at their own cost if access is required to maintain the terraces, exterior walls or facades. No solid enclosures or glass enclosures of any kind are permitted.

33. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors. Any consent or approval given under these House Rules by said Board of Directors or its Managing Agent shall be revocable at any time.

**The Resident's Manual and the House Rules apply to all Shareholders and Tenants.** If administrative or legal fees are incurred in the enforcement of any rule, the Shareholder and/or Resident will be charged accordingly.

NAME \_\_\_\_\_

APT # \_\_\_\_\_ DATE \_\_\_\_\_



**Smoking Policy**  
**3777 INDEPENDENCE CORP.**

**AMENDMENT TO PROPRIETARY LEASE**

**ADOPTED AS OF: June 1, 2018**

**Purpose:** The Board of Directors of 3777 Independence Corp. (the "Corporation") hereby adopts the policy below with respect to smoking in and around the building and property owned by the Corporation with an address at 3777 Independence Avenue, Riverdale, NY 10463.

**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, fitness and exercise rooms, children's playrooms, playgrounds, sidewalks adjacent to 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, 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 Corporation residents of the building.

**C.** All shareholders are required by law to provide to prospective buyers or subtenants of their apartments with a copy of this Smoking Policy and a copy must be annexed to any contract of sale or sublease of an apartment.

**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.