



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

Highpoint on Hudson Owners Inc. SUBLEASE APPLICATION

1. Shareholders must reside in apartment for two (2) years before subletting.
2. The Sublet policy is for a maximum of two (2) years out of any four (4) year consecutive period.
3. All subleases are to be for one (1) year. Sublet renewal request must be in writing and is required at least two (2) months prior to lease expiration for second year sublet.
4. Letter explaining reason for request to sublease – (Shareholder)
5. Sublease Application (Enclosed)

- A. Sublet Application Data Form
- B. Balance Sheet (Asset & Liabilities)
- C. Emergency Contact Form
- D. Credit Release Form

6. Sublease Agreement (Blumberg P-193 Form)
7. Employment Verification Letter w/Income and length of time. If self-employed please provide a CPA letter with last year's income and projected current income
8. Two (2) recent pay stubs
9. Landlord Reference Letter w/ most current cashed rent checks (3 months)
10. Assets: Financial/Bank Statements for past (3) Months
11. Two (2) personal reference letters, (Per applicant)
12. Copies of last two (2) years Income Tax Returns
13. Sublet fee: One month and one-half month (1 1/2) of the sublet rent paid by the Shareholder. Must be included with the application.

Fees to be submitted with the application

Bank Certified checks or money orders for processing fee payable to: **GARTHCHESTER REALTY**
in the amount of **\$400.00** per person. Please note these fees are non-refundable.

Sublet fee: One month and one-half month (1 ½) sublet rent. This fee must be submitted with the submission of the sublet application. The fee is payable to: **Highpoint on Hudson Owners Inc.**, Please note this fee is refundable if the sublet application is denied by the Board.

Upon Approval a **Move-In Deposit** of **\$2,000.00** is required and made payable to: **Highpoint on Hudson Owners Inc.**
Deposit is refundable after the completion of the move-in process. Please note that \$500 will be withheld if the move or delivery goes past the allotted time.

Your completed application must be sent to:
GARTHCHESTER REALTY
440 Mamaroneck Avenue, Suite 512,
Harrison, NY 10452
Attn: Adele Frutkin

Incomplete packages will not be processed and returned.

- **NOTE:** Please be advised that the processing procedure can take up to ten (10) business days from the time we receive **ALL** required documents and consider the application complete.

**REQUIRED RIDER TO SUBLEASE
HIGHPOINT ON HUDSON OWNERS INC.**

DATE: _____

APARTMENT: _____

SHAREHOLDER/SUBLESSOR: _____

SUBTENANT: _____

1. REQUIRED RIDER CONTROLS

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

2. MARGIN HEADINGS

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

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

- a. Subtenant acknowledges that the Apartment is a part of a cooperative known as Highpoint on Hudson Owners Inc. (the "Corporation") and that the Shareholder/Sublessor is obligated to comply with the terms and conditions of the Corporation's Proprietary Sublease, By-Laws and House Rules (collectively, the "Governing Documents"). Subtenant agrees that Subtenant is similarly obligated to comply with all of the terms and conditions of the Governing Documents and that Subtenant shall not act (or fail to act) in any way that would constitute a breach, default under or violation of the Governing Documents.
- b. Any act, omission or conduct of Subtenant, or Subtenant's family members, agents, invitees or contractors which constitutes or results in breach, default under or violation, of the Governing Documents shall likewise be considered a default by Subtenant under this Sublease for which Shareholder/Sublessor shall be entitled to exercise any and all rights and remedies available in this Sublease and at law or in equity.

4. HOUSE RULES OF THE CORPORATON

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

5. TERMINATION OF SUBLEASE BY CORPORATION/FEES AND EXPENSES

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

such expenses so incurred or paid.

6. PAYMENT OF RENT TO THE CORPORATION

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

7. AUTHORIZED OCCUPANTS/NO SUBSTITUTION OF OCCUPANTS

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

LIST OF AUTHORIZED OCCUPANTS _____

(include names of children) _____

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

8. NO PETS

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

9. NO ALTERATIONS

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

10. NO FURTHER ASSIGNMENT OR SUBSUBLEASE

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

11. NO AMENDMENT, MODIFICATION OR EXTENSION

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

Shareholder/Sublessor

Subtenant

Date

Shareholder/Sublessor

Subtenant

Date



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SUBLET APPLICATION DATA FORM

Applicant Name: _____

Applicant Current Address: _____

Home Number: _____ **Cell Number:** _____

Email Address: _____

Co- Applicant Name: _____

Co-Applicant Address: _____

Home Number: _____ **Cell Number:** _____

Email Address: _____

Real Estate Agent's Name: _____ **Company:** _____

Address: _____ **Telephone Number:** _____

**ALL APPLICANTS ARE SUBJECT TO THE APPROVAL OF THE ADMISSIONS COMMITTEE
BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY PRECEEDING
DATE OF APPLICATION**

ASSETS

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

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

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

LIABILITIES

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

****NOTES****

EMERGENCY CONTACT FORM

HOME NUMBER

between the hours of

_____ and _____

WORK NUMBER

between the hours of

_____ and _____

Email Address: _____

WORK NUMBER

between the hours of

_____ and _____

Email Address: _____

ALTERNATE ADDRESS

EMERGENCY CONTACT

Name: _____

Relationship _____

Address: _____

Phone: _____

*between the hours of * _____ and _____

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

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

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

 X BY WRITTEN AUTHORIZATION OF THE CONSUMER TO WHOM IT RELATES

Signature: _____ Date: _____

Printed Name: _____

Social Security Number: _____ Phone #: _____

Current Address: _____

SUBLEASE AGREEMENT Blumberg - P193

The parties agree as follows:

Date of this Sublease:	_____
Parties to this Sublease:	Over-tenant: _____ Address for notices: _____ You, the Under-tenant: _____ Address for notices: _____
	If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" used in this Sublease includes them.
Information from Over-lease:	Landlord: _____ Address for notices: _____ Overtenant: _____ Address for notices: _____ Date of the Over-lease: _____ Term: _____ from: _____ to: _____ A copy of the Over-lease is attached as an important part of the Sublease.
Term:	1. _____ years: _____ months: Beginning: _____ Ending: _____
Premises Rented:	2. _____
Use of Premises:	3. The premises may be used for _____ only.
Rent:	4. The yearly rent is \$ _____. You the Undertenant, will pay this yearly rent to the Over-Tenant in twelve equal monthly payments of \$ _____. Payments shall be paid in advance on the first day of each month during the Term.
Security:	5. The security for the Undertenant performance is \$ _____. Overtenant states that Over-Tenant has received it. Overtenant shall hold the security in accordance with Paragraph _____ of the over-lease.
Agreement to lease: and pay rent	6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it has the authority to do so. You, the undertenant agrees to pay the Rent and other charges as required in the Sublease. You, the Undertenant, agree to do everything required of you in the Sublease.
Notices:	7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".
Subject to:	8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-lease is subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not violate it in any way.
Overtenant's duties:	9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Over-Tenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.
Consents:	10. If the Landlord's consent to the Sublease is required, this consent must be received within _____ days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.
Adopting the Over-Lease and Exceptions:	11. The provision of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant, except these: a) These numbered paragraphs of the Over-Lease shall not apply: _____ b) These numbered paragraphs of the Over-Lease are changed as follows: _____

No Authority: 12. You, the Undertenant have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.

Successors: 13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights take the place of the Overtenant or you, the Undertenant. Examples are an assign, heir, or a legal representative such as an executor of your will or administrator of your estate.

Changes: 14. This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

Signatures:

OVERTENANT:

You, the UNDERTENANT:

Witness:

STATE OF _____ COUNTY OF _____ ss.: _____

On _____ before me personally appeared before me and known to me to be the Individual(s) described in and who executed the foregoing Sublease, and duly acknowledged before me that he/she executed the same.

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty:
Guarantor
and address:

Reason for Guaranty: 1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Undertenant's performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant. I have a substantial interest in making sure that the Overtenant rents the premises to the Undertenant.

Guaranty: 2. The following is my Guaranty:

I guaranty the full performance of the Sublease by the Undertenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money changes.

In addition, I agree to these other items:

Changes in Sublease have not effect: 3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes.

Waiver to notices: 4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of non-payment or non-performances.

Performances: 5. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform without first demanding that the Undertenant perform.

Waiver of Jury Trial: 6. I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.

Changes: 7. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.

Signatures:

WITNESS:

GUARANTOR:

.....

.....

AMENDMENT TO ARTICLE 15 OF THE PROPRIETARY
LEASE OF HIGHPOINT- ON- HUDSON OWNERS, INC.

1. RESOLVED, that Article 15 of the Proprietary Lease of Highpoint-On-Hudson Owners, Inc. shall be and hereby is deleted in its entirety and the following substituted in lieu thereof:

"15. Except as provided in Paragraphs 38 and 39 of this Lease, the Lessee shall not sublet the whole or any part of the apartment or renew or extend any previously authorized sublease for more than two years during any four consecutive year period, unless consent thereto has first been duly authorized by a resolution of the Directors, or, if the Directors shall have failed or refused to give such consent, then by lessees owning at least 66-2/3% of the then issued and outstanding shares of the Lessor. Consent by lessees as provided for herein shall be evidence by written consent or by affirmative vote taken at a meeting duly called for such purpose. Any consent to subletting or to the renewal or extension of any previously authorized sublease shall be subject to such other conditions as the Directors or lessees, as the case may be, shall in their sole and complete discretion deem necessary or appropriate to impose."

The following House Rules were revised and adopted by the Highpoint-on-the-Hudson Owners, Inc. Board of Directors on July 15, 2025. All residents and caretakers of residents are subject to these rules, which are intended to address our collective safety and security and establish a basic level of civility and respect in our community. Please review and make note of these rules.

For purposes of this document, Lessor (used alternatively with “Board” and “Board of Directors”), refers to Highpoint-on-the-Hudson Owners, Inc. (the actual owner of our property), Lessee refers to shareholders who are parties to a proprietary lease to specific units, and Managing Agent refers to Garthchester Realty. Building refers to the property and improvements known as 2727 Palisade Ave., Riverdale, NY. Subtenants and guests of Lessees are covered by these rules and the Lessee is responsible for providing subtenants with a copy of this document.

Consideration for others is essential to our community. These rules are established to promote the well-being and quality of life of all those residing at Highpoint-on-the-Hudson. Violations of these rules may result in fees and or other penalties in addition to the remedies provided for in the proprietary lease between the Corporation and the Lessees governing tenancies in the Building in which these House Rules are incorporated pursuant to paragraph 13 of the Lease.

1. Halls and stairways shall not be obstructed in any way or used for any purpose other than ingress to and egress from the apartments in the building.
2. No playing in any of the common areas within the Building, including but not limited to the common halls, stairways, elevators, or roof. Children are not allowed on the Building’s common outdoor terrace unless accompanied by an adult.
3. No common area space shall be decorated or furnished by any Lessee in any manner without the prior consent of the Board of Directors or the Managing Agent.

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4. At all times, Lessees shall be respectful of their neighbors, minimizing noise that will interfere with the rights or comfort of other Lessees. Although complete silence is not expected or reasonable to expect, at all times the following must be adhered to:
 - a. No loud or disturbing noises between the hours of 11:00 PM and 9:00 AM seven days per week, including noise from musical instruments, gatherings, or audio-visual equipment.
 - b. Construction, repair work, or installations generating noise is prohibited on weekends, legal holidays and from 5:00 PM to 9:00 AM Monday through Friday.
 5. No items shall be stored or left unattended in the halls or on the staircase landings or elevators, nor shall anything be hung from apartment doors, windows. No planters, flower boxes, or objects to be hung from the outside of terrace or balcony railings. Plantings on the terrace should be placed in durable receptacles that have adequate drainage tiles and weep holes. Terrace/Balcony furniture should be of suitable weight to withstand common wind gusts near the Hudson River. All furniture and decorative items need to be secured during inclement weather. No umbrellas or awnings may be installed or used without the express written permission of the Managing Agent. Umbrellas and awnings are a flying hazard even in calm wind and are a danger to residents and pedestrians.
 6. Existing awnings may remain provided they were installed with prior approval or have not been objected to by the Lessor. No new or replacement awnings shall be permitted unless expressly approved by the Lessor or managing agent. No window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the Managing Agent, nor shall anything be projected out of any window of the building without similar approval.

7. The Board or Managing Agent may remove signs, notices, or advertisements from designated bulletin or message boards. Signs, notices, or advertisements placed outside of designated bulletin boards and message boards will be removed.
8. No canvassing or soliciting (including political) is permitted in the Building without Board or Managing Agent approval.
9. No mopeds, bicycles, scooters, e-bikes, strollers, or other wheeled items may be stored or left unattended in hallways or other common areas.
10. Due to the risk of fire, cooking is strictly prohibited on terraces and balconies, including but not limited to charcoal grills, electric grills, and/or electric stovetops. New York City Fire Department regulations prohibit the use of charcoal barbecue grills within 10 feet of a building and prohibit propane grills from multiple-dwelling buildings. For more information on the NYC Fire Code, click:
<https://www.nyc.gov/site/fdny/codes/fire-code/fire-code.page>
11. All renovation and other construction work performed by or on behalf of Lessees must comply with Lessor's alteration policies and is subject to the prior written consent of the Board, including but not limited to all general contracting, painting, appliance installation, cabinetry or closet installation, etc. Contractors, repair personnel and tradespeople must sign in and out with the doorman. These individuals may only be allowed into the Building during permitted work hours listed in Rule 4. Access to the Building during other hours is at the discretion of the Superintendent or Managing Agent, provided that the work does not result in any loud or disturbing noise. The service entrance on the 4th floor of the Building must be used for entry and removal of equipment and materials. Absent an approved alteration agreement and Certificate of Insurance (COI), workers are subject to inquiry by the Superintendent and Managing Agent as to the nature of the work being conducted, and if proper approval is not received, workmen and supplies will be prohibited from entering the Building. If the elevators will be used by contractors,

repair personnel or tradespeople to transport equipment or supplies, arrangements must be made with Building staff to pad and protect the elevators. Lessees shall be responsible for ensuring that any damage to common areas, including elevators and hallways, is promptly repaired at their sole cost and expense. All workers must comply with building policies and conduct themselves professionally while on the premises.

12. Delivery personnel must be announced by the doorman. If a package or item is left for pick-up, Building staff will log the delivery and notify the Shareholder with the BuildingLink system. Only Building staff are permitted to enter the package room; Lessees and any other individuals are strictly prohibited from entering the package room. Unauthorized access could result in penalties. Furniture and appliance deliveries must be scheduled through the Superintendent or Managing Agent and proof of vendor/delivery service insurance must be provided in advance of delivery, upon request.
13. Grocery and luggage carts shall be promptly returned to the lobby. No carts shall be left unattended in the elevators and there should be no expectation that doormen, porters or other residents will be available to pick up unattended carts in elevators.
14. Trunks and heavy baggage shall be taken in or out of the Building through the service entrance on the fourth floor.
15. Garbage shall be disposed down the hallway compactor room shoot or if too large in the second-floor compactor room. Recyclables from the apartments shall be disposed of in hallway compactor rooms in appropriate bins. Organic material shall be disposed of in the building's compost containers. The following must be adhered to:
 - a. All garbage bags must be properly secured and placed in garbage chutes OR garbage cans in second floor compactor room.

- b. All recyclable materials must be clean and placed in proper bin. Dirty containers and soiled materials attract vermin and are a nuisance to residents.
 - c. Garbage or recyclables that do not fit into the hallway chutes along with cardboard boxes that cannot be flattened or broken down must be brought down to the second-floor compactor room.
 - d. All organic material must be separated from garbage and recyclable materials and disposed of in the Building's compost containers outside of the of the 4th floor service entrance at the base of the garage driveway. Effective April 1, 2025, ALL NYC residents are required to separate food scraps, food-soiled paper, or yard waste from trash. Property owners are subject to fines if compostable material is not separated from trash. If the Lessor receives a fine due to a Lessee's failure to properly separate compostable material from trash, the fine along with any applicable administrative fees, will be passed through to the offending Lessee.
16. The cost of repairing any damage resulting from misuse of any compactor room or compactor equipment shall be paid for by the Lessee responsible for the damage. In the event a violation is issued to Lessor for violation of recycling/garbage/compost laws/codes, and Lessor identifies the Lessee responsible for the conduct giving rise to such violation, such Lessee shall be responsible for the payment of any fine associated with such violation.
17. No Lessee shall send any employee of the Lessor out of the Building on any private business of a Lessee during work hours.
18. Eighty percent of each apartment's floors (excluding kitchens, pantries, bathrooms and closets) must be covered with rugs, carpeting or equally effective noise-reducing material.

19. No wild or feral animals (e.g., birds of any kind, cats, squirrels, raccoons) shall be fed from the Building or grounds, including from windows, terraces, balconies, roofs, gardens, garage, patios, driveways, or the pool, or on the sidewalk or street adjacent to the Building. Feeding wild or feral animals poses health and safety risks, attracts vermin, and causes maintenance issues.
20. Pets are not allowed to roam the building unattended. Dogs must be leashed while in public areas. Dogs must be restrained from urinating or defecating anywhere on the Lessor's property, including but not limited to the gardens, external and internal stairs, driveways, and hallways. If your pet should have an accident in any of the interior or exterior common areas, you are responsible to clean the area or notify Building staff of the incident promptly. Shareholders shall be held responsible regardless of whether the pet was supervised by the Lessee, by someone contracted to supervise the Pet or Lessee's guest.

In the event a Lessee does not clean up urine or defecation from their dog either in the interior of the building or on exterior grounds, all associated clean-up costs and a fee will be charged to the lessee. Repeated infractions of this type will result in fees charged to the Lessee in addition to cleaning costs and fees.

Cat owners must make every effort to control litter box and other associated odors. Excessive noise from pets, including barking, bird calls, or other loud noises, must be dealt with expeditiously upon complaints from residents. If, in the opinion of the Board of Directors or its Managing Agent, a Lessee owns an excessive number of animals and does not properly care for or maintain such animals, then measures will be taken to remove the animals and address any nuisance associated with such animals. Any costs associated with such actions will be borne by the Lessee.

Pets are not permitted in the backyard. Use of service dogs being the exception and service dogs should be leashed and clearly marked and tagged pursuant to NYC law.

21. No vehicles shall be parked in such a manner as to impede or prevent ready access to any entrance of the building by another vehicle. Parking in the two temporary parking spaces is limited to 20 minutes. Lessees must properly parallel park in the temporary spots within the designated white lines so that their vehicles do not in any way obstruct other cars from exiting the driveway
22. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage.
23. No open houses are allowed as part of the sale of units. No auction or estate sales may be held in any unit without the consent of the Lessor or its managing agent. Real estate brokers must sign in with the doorman prior to showing an apartment.
24. Complaints regarding the service of the Building shall be made in writing to the Managing Agent or sent through BuildingLink.
25. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day in case of emergency.
26. Extermination procedures for changes in occupancy:

RESALES: After moving out but prior to closing, the selling Lessee will schedule at the Lessee's sole cost and expense a bedbug inspection of the apartment by the Building's exterminator. A copy of the inspection report must be provided to the Managing Agent prior to closing. If the presence of bedbugs is noted, the Lessee shall be responsible for treatment. Inspection or extermination fees not paid in full prior to the closing will be collected at the closing.

Within ten days of moving into the apartment, the buyer Lessee will schedule at the Lessee's sole cost and expense a bedbug inspection of the apartment by the Building's exterminator. A copy of the inspection report must be provided to the Managing Agent. If the presence of bedbugs is noted, the Lessee shall be

responsible for treatment and additional inspections that may be required. All inspection and/or extermination fees will be billed to the Lessee.

SUBLETS: After moving out but prior to the sub-lessee moving in, the Lessee will schedule at the Lessee's expense a bedbug inspection of the apartment by the Building's exterminator. A copy of the inspection report must be provided to the Managing Agent prior to the sub-lessee moving into the apartment.

Within ten days of moving into the apartment, the sub-lessee will schedule at the sub-lessee's expense a bedbug inspection of the apartment by the Building's exterminator. A copy of the inspection report must be provided to the Managing Agent. Extermination costs will be billed to the Lessee as they are incurred.

GENERAL: If the Building's exterminator confirms bedbugs in a unit, the Lessee has the financial responsibility for their extermination, along with the cost of inspection and extermination in adjoining units. To ensure quality control no exterminator other than the Building's approved exterminator will be used to inspect and treat for bedbugs for the purposes of this policy.

27. Lessees who opt to rent monthly spaces in the Highpoint garage are required to display an HOH Parking Sticker on the lower right corner of the front window. Failure to display a sticker may result in the loss of parking privileges. Vehicles may also be evicted for non-payment of garage fees, including guest parking fees. Garage staff are not to be used as valets.
28. All Lessees are required to obtain and maintain a Home Owners Insurance Policy providing for liability coverage and furnish current proof of insurance to the Managing Agent at least once per year. Lessor reserves the right to change the coverage amounts.
29. SMOKING: In accordance with section 17-506.1 of the New York City Administrative Code, the following smoking policy has been adopted by the Lessor. All Lessees,

subtenants, occupants, invitees and guests must abide by this smoking policy. Failure to comply will result in such enforcement actions as the Lessor deems appropriate.

- a. Smoking is only permitted within the apartments. Lessees are responsible to take measures to ensure that smoke or any odor of smoke originating within Lessee's apartment does not infiltrate other apartments or any indoor or outdoor common area.
- b. Smoke or odors from smoking entering other apartments, terraces, or common areas is a breach of the proprietary lease and is prohibited.
- c. Smoking is **prohibited** on all balconies, terraces and roofs.
- d. Throwing anything from a window, balcony, terrace or roof, including matches or cigarette or cigar butts, is strictly prohibited.
- e. Smoking of any kind, including but not limited to cigarettes, cigars, marijuana, pipes, or electronic cigarettes (vaping), is prohibited in all common areas, including the lobby, hallways, laundry room, garden, pool, garage, other outdoor areas, or within 15 feet of any window or door.

30. Laundry room hours are from 8am to 9 pm. The Building staff will close the Laundry room doors at 9pm. Lessee and resident responsibilities include:

- a. Clean the dryer lint filters as you are able
- b. Clean up any laundry detergent spills
- c. Throw away dryer sheets.
- d. Use recycling bins appropriately for empty plastic containers vs trash bin
- e. General upkeep of the laundry room - keep it tidy and clean

31. The Highpoint on Hudson backyard garden is a shared space designed to foster a sense of community and provide an enjoyable environment for all shareholders to

relax and enjoy the seasons. These rules ensure everyone can benefit from the backyard while maintaining respect for each other and the environment.

General Guidelines

- a. Access: The garden is accessible to all residents of the co-op. Guests are welcome but must be accompanied by a resident. All children of residents under the age of 16 must be accompanied by an adult at all times.
- b. Hours of Operation: The garden is open from 7:00 AM to sunset daily. Activities after sunset are not permitted for safety reasons.
- c. Respect for Others: Residents must maintain a peaceful atmosphere by keeping noise levels low and respecting others in or facing the backyard garden.

Maintenance and Cleanliness

- d. Cleanliness: Ensure the garden is kept tidy. Dispose of trash in designated bins and avoid leaving personal items brought to the garden around.
- e. Anything that doesn't fit in the trash or recycling bins must be bagged, fastened, and brought to the second-floor compactor room for disposal.
- f. Use the compost bins provided outside the fourth-floor hallway for organic waste such as plant trimmings and food scraps.

Shared Areas and Amenities

- g. Common Spaces: Shared areas like benches, pathways, and communal seating areas must be accessible to all residents.
- h. If any backyard furniture has been moved around by you or anyone accompanying you, it must be put back in its original location before you leave.

- i. Events: To reserve use of the garden for a party, residents must notify and obtain prior approval from Garthchester Realty by submitting a request through BuildingLink. For more information on use of the garden for an event, see *Rules and Regulations for Use of the Backyard for Parties*, which can be found on BuildingLink.

Behavior and Safety

- j. Smoking, vaping, use of e-cigarettes or anything considered illegal activity is not permitted in the garden.
- k. As noted in item #20 above, pets are not permitted in the backyard. Use of service dogs being the exception and service dogs should be leashed and clearly marked and tagged pursuant to NYC law.
- l. Conflict Resolution: Any disputes regarding the garden must be brought to the co-op board for mediation.

Enforcement

- m. Rule Violations: Residents who repeatedly violate these rules may face temporary suspension of backyard garden privileges.
 - n. Feedback: Suggestions for improvement or concerns about garden management should be directed to the co-op board.
 - o. By following these house rules for our backyard space, residents can ensure the community backyard remains a vibrant and harmonious sanctuary that enriches the lives of all who use it. Let us work together to nurture this shared space and build a stronger community.
32. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors for the Lessor. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.