

SAXON HOUSE APARTMENT CORPORATION

HOUSE RULES

(From the “Proprietary Lease”)

The Cooperative (Lessor) has adopted “**House Rules**”, which are appended hereto, and the Board of Directors may alter, amend or repeal such “House Rules” and adopt new “House Rules” at any time. This lease shall be in all respects subject to such “House Rules”, which, when a copy thereof has been furnished to the Lessee, shall be taken to be part thereof, and the Lessee hereby covenants to comply with all such “House Rules” and see that they are faithfully observed by the family,

The Lessor shall not be responsible to the Lessee for the non-observance or violation of “House Rules” by any other Lessee or person.

Breach of a “House Rule” shall be a default under this lease.

USE OF PREMISES (from the Proprietary Lease)

- (1) The Lessee/Shareholder shall not, without the written consent of the Apartment Corporation on such conditions as the Corporation may prescribe, occupy or use the apartment or permit the same or any part thereof to be occupied or used for any other purpose than
 - (a) Any home occupation use permitted under, and subject to compliance with applicable zoning law, building code, or other rules and regulations of governmental authorities having jurisdiction and
 - (b) As a private dwelling for the Lessee/Shareholder and the Lessee's spouse, children, grandchildren, parents, grandparents, brothers and sisters and domestic employees, and in no event shall more than one married couple occupy the apartment without the written consent of the Apartment Corporation. In addition to the foregoing, the apartment may be occupied from time to time by guests of the Lessee/Shareholder for a period of time not exceeding one month, unless a longer period is approved in writing by the Apartment Corporation.

ACCESS & OBSTRUCTION (Public Areas)

- (1) The public halls and stairways 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.
- (2) No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of a Lessee shall be parked in such a manner as to impede or prevent ready access to any entrance to the building by another vehicle.

Parking in the driveway on the Old Mamaroneck Road side of the building is permitted for a period of no longer than fifteen (15) minutes to load/unload groceries, etc.

Persons parking in this driveway must put their hazard flashers on, pull their car as far to the side of the driveway as possible so as to allow others access and leave a paper indicating their apartment number that is visible through the front windshield.

Engine idling is not allowed while being temporarily parked in the driveway.
- (3) No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung, shaken or thrown from the doors or windows.

**Small personal and seasonal decorations are allowed to be hung from doors as long as egress is not obstructed.

- (4) Nothing is permitted to be placed on a Fire Escape, as this is a fire hazard subject to a violation by the Fire Department.
- (5) No awnings, 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. All air conditioners should be in proper working condition.
- (6) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except as shall have been approved in writing by the Lessor or the managing agent.
- (6) Baby carriages shall not be allowed to stand or be left unattended in the public halls, passageways, areas or the courtyard of the building.
- (7) No television or radio aerial shall be attached to or hung from the exterior of the building.
- (8) No one shall play in the public halls, stairways, fire towers, elevators, courtyard, private garden, concrete area in the rear of the building or any of the other "common areas" of the property.
- (9) No public hall of the building shall be decorated or furnished by any Lessee in any manner without the consent of the Lessees to whose apartments such hall serves as a means of ingress and egress. In the event of a disagreement among such Lessees, the Board of directors will decide.
- (10) With the exception of the vestibules on each landing of the buildings (see #9 above) and the garage, no personal items are permitted to be kept/stored/left in any other "common areas" of the property.
- (11) Messengers and trades people shall use such means of ingress and egress as shall be designated by the Lessor.

PRIVATE GARDEN AREA (behind Bldg #4)

This **Private Garden Area** – and the adjacent concrete area in the rear of the building - is made available for the **quiet enjoyment** and sole use of/by **Saxon House shareholders only**.

This area will be open for use daily between the hours of **9:00 AM and 6:00 PM** and will be locked and inaccessible at all other times.

The following rules and restrictions apply:

NO NOISE

NO SMOKING

NO ANIMALS

NO GRILLING, BARBECUING OR OPEN FLAMES OF ANY KIND

NO ALCOHOLIC BEVERAGES

NO USE OR DISPLAY OF ILLEGAL DRUGS

NO MUSIC

NO INFLATABLE POOLS

NO SKATING OR SKATE BOARDING ON THE CONCRETE

NO PLAYING WITH OR USING WATER HOSES

NO LITTERING

RIGHT OF ENTRY (from the Proprietary Lease)

- (1) The Cooperative and its agents and their authorized workmen shall be permitted to visit, examine or enter any apartment or storage area assigned to a lessee at any reasonable hour of the day upon notice, or at any time and without notice in case of emergency, to make or facilitate repairs in any part of the building or to cure any default by the Lessee and to remove such portions of the walls, floors and ceilings of the apartment and storage spaces as may be required for any such purpose, but the Cooperative shall thereafter restore the apartment and/or storage area to its proper and usual condition at the Cooperative's expense if such repairs are the obligation of the Co-op, or at the Lessee's expense if such repairs are the obligation of the Lessee or are caused by the act or omission of the Lessee or any of the Lessee's family, guests, agents, employees or sub-tenants.
- (2) In order that the Cooperative shall at all times have access to the apartment and/or storage rooms for the purposes provided for in the Proprietary Lease, the Lessee shall provide the Superintendent of the Cooperative with a key to each lock providing access to the apartment and/or storage rooms and – if any lock shall be altered or a new lock installed – the Lessee shall provide the Co-op with a key thereto immediately upon installation. For the security of the shareholders, all keys are coded and kept locked in a secure location.
- (3) If the Lessee shall not be personally present to open and permit an entry at any time when an entry therein shall be deemed necessary and permissible hereunder and shall not have furnished a key to the Cooperative, the Lessor or the Lessor's agents (except in an emergency, only when specifically authorized by an officer of the Cooperative or of the managing agent of the Cooperative) may forcibly enter the apartment and/or storage spaces without liability for damages by reason thereof (if during such entry the Cooperative shall accord reasonable care to the Lessee's property), and without in any manner affecting the obligations and covenants of the Proprietary Lease. The right and authority hereby reserved do not impose, nor does the Cooperative assume by reason thereof, any responsibility or liability for the care or supervision of the apartment, or any of the pipes, fixtures, appliances or appurtenances therein contained, except as herein specifically provided.
- (4) The agents of the Cooperative, and any contractor or workman authorized by the Cooperative, 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.

GARBAGE DISPOSAL

- (1) Garbage and refuse from the apartments shall be disposed of in such a manner as the Lessor, Superintendent or managing agent may direct.
Suitable garbage/refuse must be put in the compactor in plastic bags that are securely tied. The following items should never be put in the compactor:
wire hangers, newspapers, magazines, cartons, flammable liquids, heavy cloth or fabric material such as throw rugs and items of this nature.
Newspapers and magazines must be disposed of in the appropriate bin.
Large cartons must be disposed of in the appropriate designated area.
All recyclables must be disposed of in the appropriate designated areas.
- (2) Water closets 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 into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.
- (3) The Cooperative is not responsible for the disposing of refrigerators, air conditioners, computers, monitors, etc., which must be disposed of in the appropriate manner and at the appropriate site designated by the City of White Plains.
There will be a \$150 fine for any Lessee leaving such materials in the basement.

BICYCLE ROOM

- (1) There are two storerooms available for bicycle storage, one in Building #2 and one in Building #4. Storage of bicycles in either of these storerooms is available at no cost, but – after a planned clean-up of these rooms - there will be a \$25.00 charge – refundable upon return - for the issuance of a key to these rooms.
All persons who wish to use the bicycle storerooms should contact the managing agent, Garthchester Realty, to make a request for a key
When this is approved, shareholders will receive a key from the superintendent.
There will be no access to either of these bicycle rooms for any shareholders who have not made arrangements with Garthchester, paid the \$25.00 fee, and obtained a key.

RENOVATIONS & ALTERATIONS

- (1) The Lessee shall not make in the apartment or building any alteration, enclosure or addition to the, including but not limited to water, gas, steam risers or pipes, heating or air conditioning systems or units, electrical conduits, wiring or outlets, plumbing fixtures, intercommunication, alarm or closed circuit TV security system, or any other installation or facility anywhere in the apartment or building.
The performance by any Lessee of any work in the apartment shall be in accordance with any applicable rules and regulations of the Cooperative and governmental agencies having jurisdiction thereof.
- (2) All apartment alterations must be approved – in advance – by the Board of Directors. Written plans must be submitted directly to the managing agent, Garthchester Realty.
- (3) Any plumbing and/or electrical work in the apartment **must be performed by plumbers and electricians who are licensed in the City of White Plains.**
- (4) All contractors must see the Superintendent prior to the commencement of any work.
- (5) All materials are to be stored in the apartment and at no time will any materials be allowed in the hallways.
- (4) Shareholders will be responsible for any pipe breaks or electrical damage that is done by their contractors while making alterations.
- (8) Shareholders will be responsible for any and all damages to the public hallways, elevators and stairwells.
- (9) Shareholders or their contractors are responsible for the removal of all debris from the premises
- (10) Stove and Refrigerator replacements should be scheduled – in advance – with the Superintendent so that proper arrangements for disposal can be made with the Department of Sanitation (this also includes any large furniture or bulk refuse).

CAPITAL IMPROVEMENTS

- (1) With the exception of painting, floor refinishing or carpet, cabinet or counter top installation, any and all renovations must be approved by the Board of Directors and/or Managing Agent before proceeding with the work.
The building Superintendent has copies of the Capital Improvement form, which shareholders who are doing work in their apartments are expected to read, sign and return to Management with the appropriate information requested.
- (2) All renovations must be performed Monday through Friday, between the hours of 9:00 AM and 5:00 PM. (excluding legal holidays). Prior to approval of the work, the shareholder must provide the scope of work (estimate from contractor, drawings by architect or written description). In addition, the Cooperative requires a copy of the contractors insurance certificate, including workers compensation insurance.
The liability insurance should name Saxon House Apartment Corporation and Garthchester Realty Ltd. as additional insured.
All plumbing and electrical work in the apartment must be performed by plumbers and electricians who are licensed in the City of White Plains, who must apply and receive appropriate permits from the City of Whit Plains prior to proceeding.
- (3) Please be advised that building staff has now been instructed to contact the Managing Agent and the White Plains Building Department if they notice renovations being performed in apartments that have not been given approval. It is imperative and in the best interests of all shareholders to have renovations performed by licensed and insured contractors, who will do the work in compliance with the White Plains local codes and other governmental regulations.

LAUNDRY ROOMS

- (1) Laundry Rooms are located in Building #1 and Building #4, and are open 24 hours a day, seven days a week. Cards for use in the washers and driers are provided free of charge to purchasers at their closing. Additional cards can be purchased from the machines in the Laundry Rooms.
- (2) Upon completion, all laundry and supplies (detergent, bleach, etc.) must be removed from the Laundry Rooms. After 24 hours, any laundry that has not been removed will be collected by the superintendent and kept in storage for a period of 7 days, after which it will be discarded. Shareholders can obtain their laundry from the Superintendent, but there will be a \$50 charge for this service.

PETS

- (1) Dogs are not permitted as pets in the Saxon House**.

Dogs of family, guests, etc. of shareholders who visit the Saxon House must be either held or kept on a leash at all times while in any of the public areas of the buildings, to include elevators, hallways, stairwells, laundry rooms and the courtyard.

**The Saxon House permits ESA's (Emotional Support Animals) and – in particular - ESD's (Emotional Support Dogs) in accordance with the rules of our "Waiver to No-Dog Policy", as long as appropriate documentation has been provided to the Cooperative and all of the rules outlined in the above policy are being followed.

- (2) Pets permitted at the Saxon House include small animals such as cats, rabbits, guinea pigs, hamsters, gerbils, etc, and small birds such as parrots, parakeets, cockatiels, etc.
- (3) No pigeons or other birds or animals shall be fed from the window sills, fire escapes, courtyard or any other public areas of the buildings, or on the sidewalks or street adjacent to the buildings.

SMOKING

- (1) Smoking is NOT PERMITTED in the common areas of the Saxon House.

This includes elevators, hallways, stairwells, laundry rooms and the courtyard and all other outside common areas.

SMOKE ALARMS

- (1) Smoke alarms are required in all apartments, with their location determined by the White Plains Fire Department. The Superintendent will inspect all apartments on an annual basis to insure compliance with this rule. If you are unsure of where smoke detectors must be placed in your apartment, or wish to purchase a smoke detector, please see the Superintendent.

AIR CONDITIONERS

- (1) Air Conditioners (that do not require a sleeve) may be removed for the off-season and Stored in a secure location at no cost to Shareholders. If you desire this service, please contact the Superintendent. There is a standard \$5.00 charge every time your air conditioner is removed and put into storage, and again when it is returned to your apartment and installed.

PARKING

(1) Indoor Garage Parking is available - on a limited basis - to Saxon House shareholders only, with the monthly charge being determined by the Board of Directors. The names of new purchasers will automatically be placed on the Garage Waiting List at closing and will remain there until either a garage space becomes available, or the shareholder asks that their name(s) be removed from this list

The Cooperative is not responsible for any damage to vehicles parked in the Garage.

(2) Indoor Garage Parking is a privilege limited to residents of the Saxon House in good financial standing. Any shareholder with indoor parking privileges, who is in arrears in maintenance payments and/or parking fees for a period of ninety (90) days, will forfeit all indoor parking privileges.

(3) Indoor parking spaces that have been assigned to resident/shareholders in the Saxon House garage are for the sole and exclusive use of those **resident/shareholders only.**

- Not for friends
- Not for family members who do not live here
- Not for anyone else

Any vehicle parked in our indoor garage that does not belong to the resident/shareholder to which the space was assigned will be booted and/or towed at the owners expense.

In addition, resident/shareholders with an assigned parking spaces that violate this rule will be subject to the immediate revocation of their parking space with a ten (10) day notice. (which means you will lose your parking space and be placed at the bottom of the waiting list).

FLIP TAX

The “**Flip Tax**” is the Administrative Transfer Fee charged at closings of the Saxon House, and is determined and reviewed on an annual basis by the Board of Directors.

The purpose of this fee is to provide additional income to the Cooperative’s Reserve Fund, for use as the Board of Directors so determines, and is calculated into the Cooperative’s Annual Budget. The reasoning justifying this fee is that it will help to keep costs (maintenance, assessments, etc.) down for shareholders continuing to reside at the Cooperative, which is the Board’s primary concern.

QUIET ENJOYMENT

- (1) No Lessee shall make or permit any disturbing noises in the building or anywhere else on the property or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees.
- (2) No Lessee shall play upon or suffer to be played upon any musical instrument or to permit to be operated a stereo system, radio, television, loud speakers, etc. in such Lessee's apartment or anywhere else on the property between the hours of 11:00 P.M. and 8:00 A.M. if the same shall disturb or annoy other occupants of the Cooperative.
- (5) No construction or repair work or other installation involving noise is permitted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 A.M. and 5:00 P.M.
- (4) The Cooperative requires that the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing materials to the extent of 80% floor coverage, excepting only kitchens, pantries, bathrooms and closets.
All prospective purchasers are advised of this rule at the time of their interview and are allowed ninety days after their move-in date to bring their apartment into compliance with this rule. After 90 days, the Cooperative/Managing Agent will schedule an inspection of said apartment to make certain that it is in compliance.
After 90 days, shareholders that are not in compliance will be fined \$100 per month until their apartment is brought in compliance with this rule.
- (6) Moving into and out of the Saxon House is permitted only Monday through Friday between the hours of 9:00 A.M. and 5:00 P.M.

ODORS

- (1) Shareholders shall not permit unreasonable cooking or other odors to escape into the building. This includes smoke from cigarettes, cigars, etc.
- (2) If smoke of any kind is found to emanate from a shareholder's apartment to a neighboring apartment, the Cooperative shall require said shareholder to take all reasonable steps to reduce the smoke from escaping. Reasonable steps include, but are not limited to, installing and maintaining in good working condition air purifiers. After 90 days of notification of a smoke complaint, the Cooperative/Managing Agent will schedule an inspection of said apartment to make certain that it is in compliance.

OBJECTIONABLE CONDUCT (from the Proprietary Lease)

- (1) If, at any time, the Apartment Corporation shall determine, upon the affirmative vote of two-thirds of its then Board of Directors, at a meeting duly called for that purpose, that because of objectionable conduct on the part of the lessee/shareholder, or of a person dwelling in or visiting the apartment, repeated after written notice from the Apartment Corporation, the tenancy of the lessee/shareholder is undesirable; (it being understood, without limiting the generality of the foregoing, that to repeatedly violate or disregard House Rules established in accordance with the provisions of the Proprietary Lease, or to permit or tolerate a person of dissolute, loose or immoral character to enter and/or remain in the building or the apartment, shall be deemed to be objectionable conduct).

If the Apartment Corporation determines that – as a result of Objectionable Conduct as described above – the lessee/shareholder is “undesirable”, it will pursue any and all necessary legal action, up to and including termination of the Proprietary Lease.

VANDALISM

- (1) Any instances of vandalism (willful or malicious destruction or defacement of public or private property) will be prosecuted to the fullest extent of the law by the Apartment Corporation.

MISCELLANEOUS

- (1) No Lessee shall send any employee of the Cooperative out of the building on any private business of a Lessee.

FINES

- (1) The Apartment Corporation reserves the right to issue fines to shareholders - in amounts no less than \$50.00 and no greater than \$500.00 – in order to insure compliance with House Rules.**

SUBLETTING

- (1) On a very limited basis, subletting is allowed at the Saxon House within the provisions of

the proprietary lease at the sole discretion of the Board of Directors by a Shareholder who has occupied an apartment as a primary residence for the immediately preceding three (3) years.

(2) All sub-tenants must be approved by the Board of Directors under the same guidelines as are in effect for prospective purchasers of apartments. The Board retains the power to approve or disapprove any sub lessee including leases for renewal.

(3) Subletting shall be for a maximum of three (3) years.

Notwithstanding same, all sublease terms shall be for one (1) year, which shall be renewable upon written request and approval by the Board.

*The Lessor reserves the right to allow subletting beyond three (3) years on a case-by-case basis.

(4) FEES FOR SUBLETTING ARE THE RESPONSIBILITY OF THE SHAREHOLDER AND INCLUDE THE FOLLOWING:

- A processing fee of \$300.00 made payable to Garthchester Realty Ltd.
- A \$500 security deposit made to the Saxon House Apartment Corporation
- A surcharge in the maintenance will be incorporated into the monthly bill as follows:

10% surcharge for the first year of the sublet

15% surcharge for the second year of the sublet

20% surcharge for the third year of the sublet

All sublessors must use the appropriate sublease form, along with a relevant rider customized to the terms of the agreement.

In addition to the afore mentioned \$500.00 security deposit, a refundable move-in/ move-out deposit of \$250.00 deposit must be paid by both the shareholder and sublessee to the management company, Garthchester Realty, in advance, to protect against incidental damage during the move-in/move-out process. This deposit will be collected – and refunded – both at the initiation and termination of the sublease if no damage is incurred.

Prior to the sublet, the shareholder must have/maintain Homeowner's Insurance coverage that is acceptable to the Board. Additionally, it is advised that the sub lessee be required to obtain renter's insurance.

Completed applications for subletting must be filed with Garthchester Realty.

Any shareholder who is delinquent in the payment of maintenance and any additional charges for a period of more than ninety (90) days will not obtain consent to renew the sublease. Furthermore, pursuant to the terms of the Proprietary Lease, Saxon House Apartment Corporation reserves the right to collect sums due it directly from the subtenant.

Any shareholders that have entered into a sublease agreement without obtaining the prior consent of the Saxon House Apartment Corporation shall be subject to an administrative fee of \$500.00 per month until the unauthorized sublet is cured. In addition, such action by a shareholder will be considered to be a serious violation of the Proprietary Lease which may be revoked by the Cooperative in a subsequent action.

Revised March, 2020