

It's all about service

The Gentry Tenants Corp. - Sublet Application

Dear Prospective Resident:

Enclosed is your Sublet Application. Please complete and forward the application, along with all required documents, to Prime Locations, Inc. ("PLI") for processing.

Once we receive a 100% Complete Application, the Board of Directors will have 60 Days to review the Application Package.

***** In order to expedite your application, PLI will only communicate with two individuals regarding this application. Please provide names and numbers and emails for the two contacts designated for this application.

Name	Phone	Email
1) _____	_____	_____
2) _____	_____	_____

Thank you for your interest in The Gentry Tenants Corp. We look forward to hearing from you.

Sincerely,
Management
914-963-7400
pliservice@PLImanagement.com

Revised 10/23/24



Our Cooperative is committed to equal housing opportunity. We do not discriminate based on race, color, national origin, religion, sex, disability, familial status, sexual orientation, lawful source of income, marital status, age, military status, or other characteristics protected by local fair housing laws.

Application Instructions

Due to the sensitive and personal information contained in this application we require that you redact (Black Out) all but the last 4 digits of Social Security Numbers and Bank Account Numbers on all pages of the submitted application.

If you do not blackout the information as directed, your application will be returned to you.

FULL SOCIAL SECURITY NUMBER IS REQUIRED ON THE CREDIT REPORT/BACKGROUND AUTHORIZATION FORM

DOUBLE SIDED PRINTED APPLICATIONS WILL NOT BE PROCESSED

General Guidelines

1. The income of any prospective applicant must be sufficient to cover projected carrying costs.

These guidelines are not intended to limit the right of the Board of Directors to consider all information and factors deemed relevant by the Board.

Any further questions or inquiries should be addressed to the managing agent.

Pet Policy

NO DOGS ALLOWED

If you have an emotional support animal. You must complete the Emotional Support Rider

Sublet Fees and Acknowledgement

****PERSONAL CHECKS ARE NOT ACCEPTED – NO EXCEPTIONS****

The following is information about the board application process and a schedule of fees.

****PERSONAL CHECKS ARE NOT ACCEPTED-NO EXCEPTIONS****

****BANK CHECKS OR MONEY ORDERS ONLY****

Payable by Applicant(s) due at Submission

****SEPARATE CHECKS ARE REQUIRED****

****PAYABLE TO PRIME LOCATIONS, INC.****

- ___ 1. **\$550.00 Non-Refundable** Application Processing Fee.
- ___ 2. **\$150.00 Non-Refundable Credit/Background Report Fee** for each **Applicant** and **each additional Applicant**.
- ___ 3. **\$150.00 Non-Refundable Background Report Fee** for each **person that is not an applicant but will occupy the unit and who is 18 years or older**

Payable by Applicant(s) after approval

- ___ 1. **\$600.00** Move in Security Deposit (refundable upon verification from the Superintendent that no damage was caused to the common areas during the move)- payable to **The Gentry Tenants Corp.**

Payable by Owner(s) after approval

- ___ 1. **Sublet Fee** equal to one month's maintenance fee. This fee will be billed in twelve (12) equal monthly installments.
- ___ 2. **\$600.00** Move out Security Deposit (refundable upon verification from the Superintendent that no damage was caused to the common areas during the move)- payable to **The Gentry Tenants Corp.**

Please sign this acknowledgement

I (we) hereby acknowledge that all fees paid pursuant to this application are non-refundable, unless otherwise noted, and hereby authorize you or your agents to obtain a credit report and related information and contact any references or employers listed herein.

Applicant Signature

Co-Applicant Signature

Date

Date

CHECKLIST

**PLEASE DO NOT submit original documents- they will not be returned.
To avoid delays, please make sure all required items listed are included.**

DOUBLE SIDED PRINT APPLICATIONS WILL NOT BE PROCESSED

- ☐ 1. Fees Acknowledgement Form- Must be signed by all applicants
- ☐ 2. Applicant Information for sublet- Part 1 of the application
- ☐ 3. Financial Information- Part 2 of the application (please make sure your totals match your supporting documents)
- ☐ 4. Credit/Background Check Authorization- Every adult (over 18 years of age) occupant of the unit must complete this form.
- ☐ 6. Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards- Must be signed by all applicants
- ☐ 7. The Gentry Tenants Corporation House Rules Acknowledgement form must be signed and dated..
- ☐ 8. Copy of the executed Lease (Obtain from the shareholder/landlord)

Please provide the following documents for each applicant.

- ☐ 1. Federal Tax Returns 1040's (past 2 years)- only income sections required.
- ☐ 2. Past 2 years of W-2 forms or if self-employed, 1099 Form.
- ☐ 3. Employment Verification Letter (stating annual salary, position held, length of employment)- If self employed, submit a letter from your CPA or accountant stating your income.
- ☐ 4. Two (2) Personal Reference Letters
- ☐ 5. Landlord Reference Letter (detailing payment history for last 12 months)- If you are a current home owner, a letter from the managing agent or financing company is required.
- ☐ 6. Two (2) most recent pay stubs from each employer
- ☐ 7. Two (2) most recent Bank Statements- if downloaded statements are used, the accountholder's name and account number must be on the statements
- ☐ 8. Supporting documents for the Assets and Liabilities listed in the Financial Information Section. All assets and liabilities MUST be accounted for if listed.

Additional Information enclosed for your records. (DO NOT RETURN)

- 1. House Rules and Regulations
- 2. "Protect Your Family from Lead in Your Home" Pamphlet

PART 1 – Application Information for Sublet

Today's date: _____

Requested move-in date: _____ Proposed sublease date: _____

Address: _____ Apt. #: _____

Applicant(s) Personal Information

Applicant

Name: _____ Cell Phone: _____

Home Phone #: _____ Business Phone#: _____

Email address: _____

Current address: _____

Time at present address: _____ to _____ Rent or Own: _____

If less than two (2) years, previous address: _____

Monthly Rent/Mortgage and Maintenance at Current Address \$ _____

Current Landlord: _____ Phone # _____

U.S. Citizenship: Yes _____ No _____

Highest level of Education completed: _____

Current Employer: _____

Employer's Address: _____

Phone Number: _____ Nature of Business: _____

Employment Status: FT _____ PT _____ Title or Position: _____

Date of employment _____ to _____ Are you self employed? Yes _____ No _____

Annual Gross Income this year \$ _____

Annual Gross Income last year \$ _____

If employed less than two (2) years list:

Previous Employer: _____

Employer's Address: _____

Phone Number: _____ Nature of Business: _____

Employment Status: FT _____ PT _____ Title or Position: _____

Date of employment _____ to _____ Were you self employed? Yes _____ No _____

Number of Dependent Children: _____

Other Dependents: _____

Do you have any pets: _____

If so, what type: _____

Applicant (s) Broker: _____

Phone # _____ Fax #: _____ Email: _____

List of all persons, other than applicants, who will reside in the apartment:

	Name	Relationship	Age
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____

Will this apartment be your primary residence? Yes _____ No _____

If No, Who will reside in the apartment? _____

Co-Applicant

Name: _____ Cell Phone: _____

Home Phone #: _____ Business Phone#: _____

Email address: _____

Current address: _____

Time at present address: _____ to _____ Rent or Own: _____

If less than two (2) years, previous address: _____

Monthly Rent/Mortgage and Maintenance at Current Address \$ _____

Current Landlord: _____ Phone # _____

U.S. Citizenship: Yes _____ No _____

Highest level of Education completed: _____

Current Employer: _____

Employer's Address: _____

Phone Number: _____ Nature of Business: _____

Employment Status: FT _____ PT _____ Title or Position: _____

Date of employment _____ to _____ Are you self employed? Yes _____ No _____

Annual Gross Income this year \$ _____

Annual Gross Income last year \$ _____

If employed less than two (2) years list:

Previous Employer: _____

Employer's Address: _____

Phone Number: _____ Nature of Business: _____

Employment Status: FT _____ PT _____ Title or Position: _____

Date of employment _____ to _____ Were you self employed? Yes _____ No _____

Number of Dependent Children: _____

Other Dependents: _____

Do you have any pets: _____

If so, what type: _____

Part 2 – Financial Information – Assets & Liabilities

Assets

Applicant

Cash _____
Checking Acct. _____
Savings Acct. _____
Stocks and Bonds _____
Investment in Business _____
Real estate _____
Automobiles _____
Personal property _____
Life insurance _____
Retirement funds/IRA _____
401K _____
Profit sharing/pension _____
Other assets _____

Co-Applicant

TOTAL ASSETS: _____

Liabilities

Applicant

Installment Debts
(Creditor Name and Address) _____

Real Estate Loans (Mortgages) _____

Automobile Loans _____

Loans of Life Insurance _____

Alimony, Child Support _____

Other Payments _____

Co-Applicant

TOTAL LIABILITIES: _____

Declarations

	Applicant	Co-Applicant
Are there any outstanding judgments against you?	_____	_____
Have you been declared bankrupt in the past 7 years?	_____	_____
Have you had a property foreclosed upon or given title or deed in lieu thereof in the past 7 years?	_____	_____
Are you a party to a lawsuit?	_____	_____
Are you obligated to pay alimony, child support or separate maintenance?	_____	_____
Is any part of the down payment borrowed?	_____	_____
Do you intend to occupy the property as your primary residence?	_____	_____
Have you had ownership interest in a property in the last 3 years?	_____	_____
If yes, what type of property did you own?	_____	_____
How did you hold title to this property?	_____	_____

**IF YOU ARE A PRINCIPAL OF OR ARE EMPLOYED BY A FAMILY BUSINESS,
PLEASE COMPLETE THIS SECTION:**

	Applicant	Co-Applicant
Dividend of partnership income (present year)	_____	_____
Dividend of partnership income (prior year)	_____	_____

The foregoing application has been carefully prepared, and the undersigned hereby certify that all information contained herein is true and correct as of the ____ day of _____, 20 ____.

Applicant Signature

Co-Applicant Signature

Credit Report / Background Check Authorization Form

Name: _____
(Last) (First) (Middle)

Current Address: _____
(Street)

(Apt. #, P.O. Box #, Suite #, Etc.)

(City) (State) (Zip Code)

Previous Address: _____
(Street)

(Apt. #, P.O. Box #, Suite #, Etc.)

(City) (State) (Zip Code)

Social Security Number: _____

Date of Birth: _____

Current Employer: _____

Please Sign the Acknowledgement Below

I understand that the information given on this form will be used to obtain a credit report from one or more credit reporting agency, as well as a check of any court and criminal records. This information will be used to determine my creditworthiness relating to this application.

Signature: _____

Date: _____

Name: _____
(Last) (First) (Middle)

(Apt. #, P.O. Box #, Suite #, Etc.)

 (City) (State) (Zip Code)

(Apt. #, P.O. Box #, Suite #, Etc.)

 (City) (State) (Zip Code)

Social Security Number: _____

Date of Birth: _____

Current Employer: _____

I understand that the information given on this form will be used to obtain a credit report from one or more credit reporting agency, as well as a check of any court and criminal records. This information will be used to determine my creditworthiness relating to this application.

Signature: _____

Date: _____

Acknowledgement of Receipt of Lead-Based Paint Disclosure Information

The undersigned, proposed applicant(s) of _____
_____ do hereby acknowledge and confirm
that the undersigned have received the following items:

1. The pamphlet entitled Protect your Family from Lead in your Home published by the U.S. Environmental Protection Agency and the U.S. Consumer Product Safety Commission; and
2. Disclosure Notices containing Lead Warning Statements and information on lead-based paint and lead-based paint hazards.

The undersigned acknowledge that they have read the Pamphlet and Disclosure Notices and to the best of their knowledge, the information they have provided is true and accurate.

Applicant Signature

Date

Co-Applicant Signature

Date

The Gentry Tenants Corporation
Purchaser's or Subtenant's Acknowledgement Sheet
HOUSE RULES

I/We have read the Proprietary Lease and the House Rules of The Gentry Tenants Corp. and agree to abide by all rules and regulations as set forth.

Especially, any construction or renovation plans will be submitted to the Property Manager for approval prior to the commencement of any work.

I further understand that it is the responsibility of the Shareholder to maintain all plumbing in the Unit, and the tile and grouting in the bathroom(s) in such a manner that no water leaks into the Unit below or the common areas of the building. All damage to cure will be the responsibility of the Shareholder.

I/We certify that statements made in this application have been examined by me (us) and to the best of my (our) knowledge are true, correct, and complete.

I/We authorize the release of employment, banking, and all financial information to Prime Locations, Inc. and/or authorized representatives.

Signature

Date

Signature

Date

Acknowledgement

Please sign this acknowledgement

I (we) hereby acknowledge that all fees paid pursuant to this application are non-refundable, unless otherwise noted, and hereby authorize you or your agents to obtain a credit report and related information and contact any references or employers listed herein.

I (we) understand that this application contains a lot of sensitive personal information and to help prevent identity theft, I (we) have per your instructions redacted (blacked out) all but the last four digits of social security numbers and account numbers on all pages of the submitted application with the exception of the Credit Report / Background Check Authorization Form. In doing so by signing below we hereby release Prime Locations Inc., its employees, the Co-op Board of Directors, Co-op Corporation and Admissions Committee from all liability associated with the information contained in this application.

Applicant Signature

Co-Applicant Signature

Date

Date

THE GENTRY HOUSE RULES

Effective November 2021

THESE RULES SUPERCEDE ALL PREVIOUS HOUSE RULES

General

In addition to the provisions contained in the Proprietary Lease of the Corporation, the following House Rules shall govern and apply to all Shareholders, their Subtenants, Guests, and Employees. Breach of a House Rule may be considered a default under the Proprietary Lease. The Board of Directors may, from time to time, adopt and amend reasonable house rules with respect to the premises owned or leased by the Corporation as it may deem necessary for the health, welfare, safety, security, and quality of life of the Residents. Copies thereof and changes therein shall be furnished to each Shareholder and Subtenant. Except as otherwise provided herein, the Board of Directors may, at its discretion, delegate its authority to the Property Manager or the building Superintendent and staff, giving them full authority and responsibility to implement and enforce these House Rules on its behalf. A copy of the House Rules must be included and made a part of all sales contracts and leases of all Units of the Corporation.

In the event of conflict between these House Rules and Proprietary Lease and/or Bylaws, the Proprietary Lease and Bylaws govern.

These House Rules shall apply to all Shareholders, Family Members, Subtenants, Agents, Servants, Employees, Guests, Contractors, Licensees, etc., (hereafter referred to as "Residents") with no exceptions.

1. Shareholder and Subtenant Responsibilities: General

- a) Residents shall not use or permit the use of their Unit in any manner that would be disturbing or a nuisance to other Residents, or in such a way as to be injurious to the reputation of the Corporation.
- b) No Resident shall do or permit any disturbing activities in the Building, or do or permit anything to be done therein, which will interfere with the rights, safety, or quality of life of the other Residents.
- c) Every Resident shall keep their Unit in a good state of preservation and cleanliness, so as not to create a fire or health hazard. Residents shall not sweep or throw or permit to be swept or thrown from the doors, balconies, terraces, or windows any dust, trash, or other substances.
- d) Residents shall not cause or permit any unusual or objectionable noises or odors, such as would be injurious to the health or quality of life of your neighbors, to be produced or to emanate from their Unit, or from any balcony or terrace attached thereto.
- e) Residents shall not, at any time, bring into or keep in a Unit any flammable, combustible, or explosive fluid, material, chemical, substance, fireworks, etc., except as shall be necessary and appropriate for the permitted uses of the Unit.

f) Shareholders shall be held financially responsible for any damage caused by members of their household, or by their guests, to Gentry property or to the private property of any other Resident or Staff Member.

g) Residents are to make a good faith effort to settle any complaints and disputes with their neighbors. In the event this effort is not successful, please refer the issue to the Property Manager for remediation. Complaints must be made in writing, dated, signed, and addressed to the Property Manager. Complaints sent via e-mail are acceptable. All complaints will be kept on file by the Property Manager. Board Members will NOT interfere directly in such disputes.

2. Shareholder and Subtenant Responsibilities: Harassment

a) No Shareholder, Resident, Guest, or Employee thereof may be verbally or physically abusive or otherwise engage in conduct that is offensive, threatening, or harassing to any other Shareholder, Resident, Guest, or Employee. Conduct considered unacceptable includes but is not limited to: face-to-face confrontation; shouting; offensive notes and emails (sent to anyone, not just to the targeted victim); banging on the ceiling, floor, or walls; and photographs or videos taken with the intention to intimidate. After one warning, each subsequent incident will be subject to escalating fines (see Rule 4).

b) Please note that this rule is also applicable to all public meetings of the Residents, so shouting, name-calling, and disrespectful behavior will be considered immediate infractions. Behavior that is considered unacceptable will result in a verbal warning, with a reminder of this rule; continuation of such behavior will result in a fine. We want to encourage our Shareholders to participate in the governance of the Corporation in a healthy, respectful, and productive fashion.

3. Shareholder and Subtenant Responsibilities: Noise

The point of these rules concerning noise is to allow the residents of the units around you the "quiet enjoyment" of their homes that is mandated by New York State law. Please be aware that, due to the construction of the Building, noise transference is a frequent problem. You should also be aware that if your neighbors are subjected to excessive noise, they may be in a position to take legal action against both you and the Corporation for damages, under New York State law, and you should know that in previous suits the plaintiff has nearly always won.

The Corporation's experience is that noise complaints are the largest problems encountered in the course of attempting to govern the Building, and the greatest source of unhappiness and animosity among its residents. Residents are requested to remember that their floors are their neighbors' ceilings, and that their walls are also their neighbors' walls.

Our Residents are also requested, however, to remember that their neighbors are going to make some reasonable amount of noise in the course of living their lives, and that we all have to tolerate *some* noise in living in a multiple-dwelling building.

a) No Resident shall make any disturbing noises in the Building, or permit such noises to be made therein, which will interfere with the rights, comforts, or quality of life of other Residents at any time. This includes, but is not limited to: shouting, screaming, over-loud talking; also loud radio, TV, video games, answering machines, or other electronic

audio. Please be aware that hallway and outdoor conversations resonate, so please keep your voices low.

b) No Resident shall play (or permit to be played) any musical instrument, or operate (or permit to be operated) a radio, television, loudspeaker, or other sound-amplifying device in any Unit between 10:00 p.m. and 8:00 a.m., if the same shall unreasonably disturb or annoy other occupants of the Building. In no event shall anyone practice either vocal or instrumental music between the hours of 10:00 p.m. and 8:00 a.m. Please note that these hours are those stated in the Village ordinance regarding noise.

c) No Resident shall use or permit to be used any large mechanical exercise equipment, such as a stationary bicycle, treadmill, etc., or to allow exercise weights to drop to the floor, in any Unit between 10:00 p.m. and 8:00 a.m. if the same shall unreasonably disturb or annoy other occupants of the Building. It is strongly recommended that anyone wishing to use any such exercise equipment or weights install noise-absorbing padding specially designed for this purpose.

d) It is recommended that any Resident planning an activity that will produce an unusual amount of noise, such as a party, let their neighbors know in advance, so that they can plan accordingly. Furthermore, any party expected to be especially loud and/or late should be held in a restaurant or other suitable venue.

4. Fines for Infractions of House Rules

a) In an effort to uphold the quality of life for residents of the Gentry, any Resident who violates one or more of these House Rules, with some exceptions, will first be notified of any violation in writing; the exceptions will require that damages be paid, with no prior warning.

b) Failure to correct the violation within the time specified in the written notice, or subsequent infraction within a twelve-month period of the initial violation, will result in a \$50.00 fine being levied. Failure to respond to a request for an inspection, or any similar action, will be considered a new infraction of the rules.

c) If a third infraction of the same House Rule occurs within a twelve-month period of the initial violation, a \$100.00 fine will be levied. Each subsequent infraction will increase the amount of the fine by \$50.00; the sixth infraction, for instance, would result in a fine of \$250.00.

d) All fines will be added to the Shareholder's monthly maintenance bill, and said fines will be subject to the usual late fees of \$50.00 month if not paid by the 10th of the month in which they are due.

e) Any recipient of a fine may request review by the Board of Directors by writing to the Property Manager stating why they believe their activity or situation was not an infraction of the House Rule.

f) Please note that ignorance of the Rules will not be considered as an excuse for failing to abide by them.

5. Floor Covering

All Units are required to have 80% of the Unit's floor space (except kitchens and bathrooms) covered by carpeting laid over padding of at least one-half (1/2) inch in depth. This carpeted area *must* include hallways and all other traffic zones. In Studios, the area that may be considered "kitchen" for carpeting purposes is three (3) feet of the floor adjacent the appliances and counter.

Any Resident receiving repeated complaints that are judged to be legitimate by the Corporation may be required to install 100% carpeting laid over padding of at least one-half (1/2) inch in depth (except kitchens and bathrooms).

6. Complaints

Complaints regarding damages or conditions in the Building must be made in writing, dated, signed, and addressed to the Property Manager. Complaints sent via e-mail are acceptable. All complaints will be kept on file by the Property Manager.

7. Air Conditioners

a) Air conditioners shall be permitted, provided they are of a type designed for use in the Unit, and provided they meet all electrical, fire, and safety regulations.

b) It is strongly recommended that Residents NOT leave air conditioners operating while they are not in their Unit, as experience has shown that unsupervised air conditioners present a potential fire hazard. Do remember that you will be financially responsible for any damage caused by your equipment.

c) Air conditioners are NOT permitted in the windows. Air conditioners must be placed only in the wall-through sleeves provided, must be properly installed, must not create any hazard, and must not mar the overall appearance of the Building. This air conditioner policy exists for a reason. The building was designed with air conditioner sleeves in order to make air conditioner installations safer and less noticeable. Any Resident in violation of the rules regarding use of air conditioners will first be notified in writing. If the violation is not corrected, the Shareholder will be subject to the fines set forth in Rule 4.

d) All air conditioners must be properly maintained, and of proper size to fit the sleeve, or should be properly fitted to the sleeve. If any water, fire, or other damage occurs in the Unit, or any Units above, below, or adjacent, including walls and window sills, as a result of a poorly maintained or improperly fitted air conditioning unit, the cost of repairing those damages shall be the responsibility of the Shareholder owning the Unit where the damage-causing air conditioner was located, and not the responsibility of the Gentry Tenants Corporation.

e) Such damage is not subject to fines; the Shareholder will simply be billed for the cost of any and all repairs. Failure to correct the condition that caused the damage will subject the Shareholder to fines as set forth in Rule 4.

8. Pets and Other Animals

a) No dogs or large, loud birds shall be permitted, kept, or harbored in a Unit or common areas of the Building unless the same, in each instance, shall have been pre-approved and

expressly permitted by the Board of Directors in writing, and such consent, if given, shall be revocable by the Board at its sole discretion at any time.

b) Any Resident seeking to acquire an “Emotional Support Animal” should be aware that such animals are not protected by government rules to the same extent as trained Service Animals (for instance, seeing-eye dogs). If you are contemplating acquiring an ESA, please be aware that the Building is entitled to enforce a number of rules; please see the “Emotional Support Animal Rider.” You must check with the Property Manager before acquiring an ESA; the Building is determined to enforce the rules strictly, in order to protect the phobic or allergic Residents who chose to live here because they rely on the protection of our “No Dogs” policy.

c) Pets shall not be permitted in the hallway or common areas except to be transported in and out of the building in a suitable carrier. Under no circumstances shall pets be allowed to roam freely in the hallways or common areas. Repeated offenses will be subject to fines and possible removal of the pet from the building.

d) Residents shall be held financially responsible for any injury or damage to property caused by pets not properly confined to their Units.

e) The Board of Directors may disallow the presence of any pet as it deems necessary for the health, welfare, safety, security, and quality of life of all Residents. Such action will only follow written notice and fines as outlined in Rule 4. It will also require the vote of two thirds of the Board, so that no one may be arbitrarily deprived of their pet.

f) In order to minimize the accumulation of animal droppings and other hazards, no birds, cats, dogs, or other animals shall be fed from windowsills, ledges, or public and common areas of the Building, including the streets, sidewalks, lawns, and other areas adjacent to the Building. No bird feeders are permitted in any portion or area of the Units, Building, terraces, or yards.

g) Regarding fish tanks, please see Rule 31.

9. Smoking in Gentry Units

As of January 1, 2022, there will be **no smoking of any substances whatsoever** in all Units, nor in the common areas of the Building. Smoking is also not allowed on the terraces of those Units possessing them. This restriction is intended to protect the health and safety of the Building’s residents, especially infants, pregnant women, the ill, and the elderly. Because of the ventilation stacks serving all Units, and the gaps around the doors to the halls, it is not possible to prevent smoke from entering the homes of your neighbors. Additionally, fires started by smokers are common, and a danger to everyone, including and especially the smokers themselves.

Please note Rule 4 regarding fines, which will be assessed based on the complaints of other Residents.

NOTE: If you have been prescribed marijuana for medical purposes, there are many ways to obtain its benefits besides smoking it. You should discuss this with your doctor.

10. Moving Into and Out of The Gentry

Please see the Move In/Move Out Procedures on Page 18.

11. Payment of Monthly Maintenance

Your monthly maintenance fees are used to pay all operating expenses, and are therefore the lifeblood of the Building. Payment is due on the first day of each month.

- a) An administrative fee of \$50.00 will be charged on all payments not received by the Property Manager by the 10th day of each month. If the maintenance fee is not paid by the 10th day of the next month, an additional fee of \$100.00 will be charged. If the account remains unpaid a third month, the additional charge will be \$150.00.
- b) After three months of nonpayment, the account will be referred to the Corporation's lawyer for legal action, and all legal fees will be paid by the Shareholder. Please note that it is possible, under our By-Laws, for the Shareholder's Proprietary Lease to be revoked for nonpayment of maintenance.
- c) If a Shareholder's check is returned due to insufficient funds more than twice in one year, all future payments owed to the Corporation, including and especially monthly maintenance charges, must be paid by certified check or money order for the period of one year.

12. Co-op Owners' and Renters' Insurance

Shareholders are required to have Co-op Owners' Insurance (and Subtenants must have Renters' Insurance) that includes \$100,000.00 in liability coverage. Please note that this is in your own best interest because any damage that occurs within the walls of a Unit is the responsibility of the Shareholder or Subtenant. Also, any damage to other Units originating from actions or conditions in your Unit will result in the liability of the Shareholder or Subtenant. You must provide proof of insurance to the Property Manager, which will be automatically provided by your insurer if you provide the Agent's information to your insurer.

13. Interference with Access to or Egress from the Building or Units

- a) Any blockage of entrances, exits, stairwells, lobbies, elevators, etc., may constitute a fire violation and/or safety hazard, and may subject a Resident to fines as outlined in Rule 4, or the punishment prescribed by law.
- b) No vehicles, including but not limited to, bicycles, shopping carts, baby carriages, wheelchairs, etc., belonging to a Resident, family member, guest, employee, etc., shall be stored, or left even temporarily, in such manner as to impede or prevent easy access to any entrance to or exit from the Building or any Unit in the Building.

14. Access to Units

- a) It is strongly recommended that every Resident deliver a copy of their keys to the Superintendent for use in emergency situations. These keys are kept in the Building Office, in a locked cabinet, and coded, rather than marked with your Unit number, for your protection.
- b) If the Resident is not personally present to open and permit entry to their Unit at any time that entry is necessary or permissible under these House Rules or under the Corporation Bylaws, or in an emergency, and the Resident has not furnished a key to the

Superintendent, the Property Manager, or other responsible representative of the Corporation may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry care is given to such Resident's property).

c) Any charges incurred in entering a Unit, or any property damaged in entering that Unit, will be the responsibility of the Resident who failed to provide a copy of their keys to the Superintendent.

15. Security

a) No person or persons shall be permitted to enter the Building without being properly identified and having good reason to enter the Building. For the safety of yourself and your neighbors, do not simply release the door lock via your intercom without knowing who is at the door.

b) Anyone seen in the Building who cannot satisfactorily identify themselves or the reason they are in the Building, must be reported to the staff and/or police without delay.

16. Structural Alterations and Repairs

a) All structural alterations require the submission of a Capital Improvement Form. This form must be submitted to the Property Manager for approval by the Board of Directors at least thirty (30) days prior to commencement of any work, except in the event of work necessitated by an emergency. Violators will be forced to shut down all work until approval is granted by the Property Manager.

b) Please note that any work involving the walls, doors, or ceilings (including tile work) must be discussed with the Property Manager, who will decide whether or not the work requires the filing of a Capital Improvement Form.

c) All work must be done by licensed and insured contractors. All contractors must submit to the Property Manager proof of liability insurance and workmen's compensation, if applicable. All electricians and plumbers must also submit proof of a valid license.

d) No person shall arrange to turn off water, electricity, or any other necessary service, without prior written 48-hour notification to the Property Manager. Notices of any shutdown of services, posted in the hallways by the Property Manager, shall inform all affected Residents.

e) Any necessary Village-approved permits and certificates of occupancy must also be submitted to the Property Manager.

f) Any structural alterations found to have been done without prior approval will be subject to monetary penalties as determined by the Board of Directors on advice of the Corporation's legal counsel.

g) No construction or repair work, or other installation involving noise (including the hanging of pictures), shall be conducted in any Unit except Monday through Friday (excluding all legal holidays) between the hours of 8:00 a.m. and 6:00 p.m., unless such construction or repair work is necessitated by an emergency, and prior approval has been obtained from the Property Manager. Work may also be done on Saturday from 9:00 a.m.

to 5:00 p.m. with prior approval by the Board of Directors. Violations of these time restrictions will be subject to fines, as set forth in Rule 4.

h) Neighbors above, below, and to the sides of a Unit undergoing such work must be notified at least two days prior to commencement of work.

i) Contractors must remove construction debris from the property each day, and the common areas left clean. Please note that the Village of Tuckahoe will NOT pick up any contractor debris. If any debris from renovations or repairs is left on site, a fine of \$50.00 will be charged the first day, and \$100.00 per day for each subsequent violation; no written warning will be issued before the first fine.

17. Damage Caused by Structural Alterations and Repairs

a) If a Shareholder, Subtenant, or Subcontractor thereof renovates or repairs a Unit, and that renovation or repair is later found to cause damage to the Unit, neighboring Units, or common areas of the building, the cost of repairing those damages will be the responsibility of the Shareholder owning the Unit where the alterations originated, and not the responsibility the Corporation. This situation is not subject to a fine; the Shareholder will simply be billed for the cost of any and all repairs.

b) Furthermore, if the damage-causing alterations were performed by a previous Shareholder, Subtenant, or Subcontractor thereof, the Shareholder who currently owns the Unit in which the alterations originated will be held liable for all repairs.

18. Common Areas: General

a) In order to keep the Building and grounds as safe and as undamaged possible, sidewalks, entrances, passages, public halls, elevators, vestibules, lobbies, corridors, stairwells and parking areas of or adjoining the Building shall not be obstructed, littered, defaced, or misused in any manner, or used for any other purpose than ingress to and egress from the Units or Building.

b) The elevators shall be operated for the use of the Residents and other authorized users, and there is to be no interference with them whatsoever by Residents or their children, guests, or employees.

c) No articles, including but not limited to bicycles, baby carriages, shopping bags, laundry carts, boxes, cartons, garbage cans, trash bags, bottles, mats, umbrellas, shoes, boots, etc., shall be placed in any of the halls, stairwells, or any of the other common areas of the Building, except designated areas (the Building provides a Bicycle Storage Room).

d) Nothing shall be hung or shaken from any doors, windows, or open areas of the Building, or placed upon the outside window sills of any Unit or common area of the building.

19. Common Areas: Alcoholic Beverages

No drinking of alcoholic beverages is permitted in the common areas of the building.

20. Common Areas: Children

- a) Children shall not play in the public halls, lobbies, stairways, elevators, laundry or compactor rooms, elevators, parking lots, or other common areas, and shall absolutely not be permitted on the roof.
- b) Any Resident shall be held financially responsible for any injury or damage to property caused by their children, or those of their family members, guests, or employees.

21. Common Areas: Elevators

- a) The elevators shall be operated for the convenience and utility of the Building's Residents and other authorized users, and there shall be no inference whatever with same by Residents, members of their families, their guests, or employees.
- b) Please be careful with large items in the elevators, in order to avoid damage. If the item is very large, an appliance for instance, you must notify the Building Staff in advance of its delivery, so that they can pad the elevator. Please note that deliveries of large items must be made through the Service Entrance, during the hours of 9:00 a.m. and 6:00 p.m. on weekdays, and 8:00 a.m. and 4:00 p.m. on Saturdays. No deliveries are to be made on Sundays and Holidays.

22. Common Areas: Painting, Decorating, or Planting

- a) No public hall, elevator, or vestibule of the Building shall be painted, decorated, or furnished in any manner by any individual Resident.
- b) No Resident shall paint the exterior surfaces of windows, or doors opening out of their Unit. No sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window, door, or other part of the building, unless approved by the Board of Directors. **Any weatherstripping must be placed on the interior of the Unit door;** any such installation on the exterior of a door will be removed, and the Shareholder will be charged for the repair and repainting of the door.
- c) No Resident shall install, move, remove, add, or otherwise change any exterior painting or landscaping in the common areas.
- d) No Resident shall keep a doormat outside their Unit's door, as this is a violation of the local Fire Code.

23. Common Areas: Driveways and Parking Areas

- a) The speed limit in all driveway and parking areas is 10 m.p.h.
- b) The Corporation is not responsible for any damage incurred while parked in or driving through the Gentry's driveways and parking areas. Any damage incurred must be handled through the vehicle owner's insurance.
- c) **Electric vehicles may not park in the covered areas of the Building's lot.** They are subject to catastrophic and inextinguishable fires, and such fires can put the entire building's safety at risk.
- d) No playing is permitted in any driveway or parking area by children or adults. The Corporation recommends the several local parks for this purpose.

- e) No repairs, washing, oil changes, or any other maintenance of cars, trucks, motorcycles, or any other type of vehicle are permitted on or in any portion of the premises.
- f) There is to be no excessive noise created in the driveways and parking areas, including but not limited to revving of motors, running of vehicles without appropriate mufflers, horn blowing, car alarms, or slamming doors.
- g) In compliance with Westchester law, "No person shall allow or permit the engine of a motor vehicle to idle for more than three consecutive minutes when the motor vehicle is not in motion."
- h) All vehicles parking on the premises must be registered with the Property Manager, be in good repair, and possess appropriate and current registrations and license plates. Non-operating, disabled, unregistered, or abandoned vehicles are not allowed on the premises, and will be removed at the owner's risk and expense.
- i) No vehicle belonging to a Resident, or to a member of their family, guest, or employee shall be parked in such manner as to impede or prevent ready access to any entrance to, or exit, from the building by another vehicle. Nor shall any vehicle be parked in another Resident's assigned space, or in the areas designated as no-parking zones. Vehicles so parked will be booted or towed.
- j) The Loading Zone/Delivery Area is NOT a parking area, and should be used only for loading, unloading, and deliveries. There is a fifteen-minute maximum time limit for use of the Loading Area except by prearrangement with the Building Staff when a Resident is moving in or out of the Building, or receiving delivery of a large item requiring the use of a handcart.
- k) The Building Staff is provided with forms with which to ticket any vehicle in violation of the House Rules concerning parking, and copies of any tickets issued will be kept on file.
- l) Please note that the Corporation has no parking available for guests.
- m) Any vehicle found to be in violation of any of the House Rules concerning parking may be booted or removed at the owner's expense, and the Corporation or its Agent assumes no responsibility for loss or damage to the vehicle as a result of this action.

24. Common Areas: Recreation

- a) In order to keep the Building and grounds as safe and attractive as possible, no Resident, Guest, Employee, or anyone else shall be permitted to play or loiter in the entrances, passages, halls, lobby, elevator, vestibules, stairwells, roof, laundry rooms, parking lot, or other common areas. Nor shall such areas be used for recreational purposes including, but not limited to, ball playing, jumping rope, or other activities which may create a nuisance, fire hazard, or damage to the property.
- b) Skating, roller-blading, skateboarding, and riding of bicycles, scooters, velocipedes, or other such vehicles is not permitted in hallways, on sidewalks, or anywhere on the property, including the parking lot. Please walk your vehicle out to the street, or take them to one of our many local parks to enjoy them.
- c) Residents' operation of remote-controlled vehicles and aircraft, such as drones, is entirely prohibited anywhere on the property.

25. Common Areas: The Roof

No one except authorized personnel is permitted on the roof other than in case of emergency. Roof doors are to be kept closed at all times.

26. Common Areas: Smoking

NO smoking is permitted in any common area, including elevators, all entryways of the Building, and within fifty feet (50') of the Building at any time, not only for health reasons, but also for fire safety and insurance reasons.

27. Fire, Smoke, Gas, and Other Emergencies

PLEASE NOTE that fire can spread faster than most of us imagine; NEVER HESITATE TO CALL FOR HELP in the presence of fire or smoke.

a) Anyone who discovers a fire, no matter how small, or smells or sees signs of smoke, or any other condition which might be dangerous to the Building or its occupants must call the Fire Department and then notify the Superintendent immediately.

b) By law, all Units must have working smoke and carbon monoxide detectors in all sleeping areas. As of February 22, 2010, "Amanda's Law" requires all Shareholders to install, maintain, and pay for carbon monoxide detectors. As of April 1, 2019, any new or replacement smoke detector must be powered by a non-removeable battery designed to last for at least ten (10) years, or it must be hardwired into the Unit's electrical system. It is not required that existing smoke detectors be replaced; however, if they are more than ten years old, replacement is recommended.

c) Also, it is strongly recommended that all occupants have a working fire extinguisher.

28. Employees of the Corporation

a) The corporation expects the Staff to be unfailingly polite, and our Residents are to offer them the same courtesy. Anyone who even threatens one of our Staff with violence will be reported to the police.

b) No employees of the Corporation shall be requested to perform any errands or duties that are not an assigned part of their duties as employees of the Corporation, during their regular working hours.

c) Residents are welcome to arrange with the Gentry's employees to provide private services outside the hours that they are on duty in the Building. Such arrangements will NOT be within the responsibility of the Corporation or its Board of Directors.

29. Garbage Disposal, Compactors, and Recycling

Please see the information on Pages 19-20.

30. Plumbing

a) All plumbing and tile work in any Unit must be kept in good repair; the costs of repairing any damages from floods or leaks will be the responsibility of the Shareholder owning the Unit in which the damage-causing flood or leak originated. If you have a refrigerator with an icemaker or water dispenser, please note that their plastic hoses

deteriorate over time, and can cause serious leakage problems; you should check these regularly.

b) It is the responsibility of the Shareholder to ensure that the radiators, valves, exposed piping, and radiator covers are maintained in good working condition, to prevent water leaks into the Unit(s) below or the common areas of the building. All damages incurred will be the responsibility of the Shareholder. Please notify the Superintendent or Property Manager of any problems; the Building will be responsible for any repairs.

c) In order to avoid floods and water damage, toilets, showers, tubs, 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, cat litter, rags, paper towels, feminine hygiene products, houseplant soil, houseplant leaves, contraceptives, or any other articles be thrown into the toilets.

d) The cost of removing foreign objects, or repairing any damage resulting from misuse of any toilet or other water apparatus, shall be paid by the Shareholder in whose Unit it shall have been caused.

e) All alterations, including plumbing, require the submission of a Capital Improvement Form; see Rule 16.

f) **Shareholders and Subtenants are not allowed to install private washing machines or under-sink disposal units, nor are portable dishwashers permitted.** Any Resident found to have violated this House Rule will be subject to a \$500.00 fine. Additional fines of \$500 will be levied every month that the prohibited appliance remains in the Unit; removal will be verified by inspection.

g) **PLEASE NOTE:** The Corporation has determined that it will be responsible for some minor plumbing repairs, such as snaking drains and fixing dripping taps, as these simple repairs may prevent damage to the Building or others' Units. Please check with the Building Superintendent or Property Manager if you have work that needs to be done.

31. Water Beds, Fish Tanks, and Other Large Water Containers

Any water-filled furnishings other than bathtubs shall not exceed a 50-gallon capacity, and waterbeds are strictly prohibited. Anyone wishing to understand the reason for this rule will be asked to speak to the Resident whose ceiling collapsed after a brand new 110-gallon fish tank burst in the unit above.

32. Home Offices

In the event that any Unit is used for home business purposes that are permitted by local law, in no event shall any patients, clients, or other persons be allowed to wait in any lobby, public hallway, or vestibule of the Building.

33. Corporation Insurance

a) Nothing shall be done or kept in any Unit or in the common areas of the Building that will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Board of Directors.

b) No Resident shall permit anything to be done or kept in their Unit or in the common areas that will result in the cancellation of insurance on the Building, or which would be in violation of the law.

34. Inspection of Units

a) Any agent of the Board of Directors or the Property Manager, or any employee of the Corporation, and any contractor or workman authorized by the Board or the Property Manager, may enter any room or Unit at any reasonable hour of the day, on at least two (2) days' prior notice to Resident, for the purpose of inspecting such Unit for any violation of House Rules or Bylaws. Such inspections shall not be made without confirmation that notice has been received and understood by the Resident. However, repeated failure to confirm such notice will be considered a default acceptance of the inspection.

b) In the event of an emergency, such as water or gas leak, fire, or other condition which threatens human life or safety, or which may result in damage to the Building's common areas or to any other Unit, the Board of Directors, the Property Manager, or building Superintendent may enter a Unit without prior notice to the Resident.

35. Entrustment of Keys to "Others"

If any key or keys are entrusted by a Shareholder or Subtenant, or by any member of their family, or by their agent, servant, employee, licensee, or visitor to an employee of the Corporation or of the Property Manager thereof, whether for such Resident's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Resident, and neither the Corporation nor the Property Manager thereof shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting from or connected therewith.

36. Laundry Rooms

a) The laundry rooms, one on each floor, are equipped with washers and dryers and are available for use by all Residents of the Building. Residents using the laundry facilities are requested to show some consideration for their neighbors, and refrain from monopolizing the machines. Additionally, if you are at home during the day, please do your laundry then, so that your neighbors who work may do theirs during evenings and weekends.

b) Non-resident family members, guests, or neighbors are not permitted to use these facilities, since they are provided for the benefit of The Gentry's Residents.

c) Because these machines are available for the Residents' use, and because the plumbing system would be strained by additional machines, **Shareholders and Subtenants are not allowed to install private washing machines in their Units.** Anyone found to have violated this House Rule will be subject to a \$500.00 fine. Additional fines of \$500 will be levied every month that the illicit appliance remains in the Unit.

d) Please keep in mind that the laundry equipment is owned by The Gentry, and not by an outside vendor. Residents should use these facilities according to the instructions noted on the machines, and shall use them only for the purposes designated, and in such a manner as not to abuse them by overloading or damaging them in way. Please be aware that **overloading the dryers** may result in your clothes being burnt, because the load

will not move properly. **No shoes or similar heavy items** may be washed in the machines (take such items to a commercial laundry with heavy-duty equipment). The machines are not to be used for dyeing clothes or other materials. Residents are asked to leave the facilities in reasonably good order, clean of soap, detergents, bleach, and lint, in consideration of other Residents.

e) Out of consideration for your neighbors please take your wash out of the machines in a timely manner. (Set a timer to remind yourself.) Clothing and other articles left in the washers or dryers, or in the laundry rooms unattended, are left at the Resident's own risk and the Corporation, Building Staff, and the Property Manager assume no responsibility for loss, theft, or damage to such items.

f) NO items of any kind shall be hung to dry in the laundry room, nor dried or aired on the roof or in any other common areas of the Building, nor out of Unit windows, on balconies or terraces, etc.

37. Delivery or Removal of Large Items

a) No wheeled dollies or hand trucks are to be used in the Building's lobbies, in order to avoid damage to our front doors and common spaces. You **MUST** direct delivery people to the Service Entrance on the south (uphill) side of the Building; failure to do so is an offense which will incur a fine (see Rule 4.)

b) All large items requiring two or more persons to handle, or requiring hand trucks or dollies to move (including but not limited to furniture, appliances, and trunks, must be taken in or out of the Building through the delivery entrance. Proper protective padding must be installed by the Superintendent, who must be given at least 48 hours' notice of such moves.

c) All large items that require the elevators to be padded must be delivered or removed Monday through Friday (except legal holidays) between the hours of 9:00 a.m. and 6:00 p.m., and on Saturday between the hours of 8:00 a.m. and 4:00 p.m.

d) The Resident shall be responsible for all damage to the public halls, doors, or other common areas of the Building as the result of such deliveries or removals.

38. Electrical Equipment

a) All radio, television, electric stoves, or any other electrical equipment of any kind or nature used in any Unit shall comply fully with all of the rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters, and of all public authorities having jurisdiction. The Resident shall be liable for any damage or injury caused by any such equipment in their Unit.

b) All Residents must take care not to overload the wiring of any Unit; the Resident shall be liable for any damage or injury caused by such misuse.

c) A licensed electrician must perform all electrical work done in any Unit.

d) No radio or television antennae shall be erected on the exterior of Units, such as from any window. No satellite dishes or discs of any kind shall be permitted.

e) No Resident shall operate (or permit to be operated) a radio, television, loudspeaker, or sound-amplifying device in any Unit between 10:00 p.m. and 8:00 a.m., if the same shall unreasonably disturb or annoy other occupants of the Building.

39. Balconies and Terraces

a) Due to the fire hazard involved, **no cooking of any kind is allowed on the balconies and terraces**; no grills, hibachis, etc., are permitted.

b) Resident shall not sweep or throw (or permit to be swept or thrown) any dirt, trash, or other substances from the balconies or terraces.

c) No furniture or any other item is to extend above or hang over the sides of the balconies and terraces.

d) All items kept on the balconies and terraces are to be substantial enough, or fastened firmly enough, so as not to present a hazard under windy conditions.

e) Any sun umbrellas must be taken down at sunset, and not left protruding above the level of the sides of the balconies and terraces.

f) **No carpeting or other flooring is permitted on the balconies and terraces**, in order to protect their structural integrity, as such carpeting retains moisture to a damaging degree, and hide the condition of the drain..

g) Residents must keep the drains of their terraces free from leaves and other debris. Clogged drains can result in water damage to the Unit(s) below you, for which you will be held financially responsible.

h) Any plants shall be grown in containers lined with metal or other materials impervious to dampness, and standing on supports that lift them away from the terrace surface; they also need to stand away from the wall of the Building in order to protect the brickwork from damage. Weep holes must be provided in the boxes to drain off water. It shall be the responsibility of the Resident to maintain any planting containers in good condition, and the weep holes in operating condition. The Shareholder shall pay the cost of any repairs for damage caused by plantings.

i) No Resident is to shout from their terrace to someone at ground level.

40. Bicycle Room

a) Residents may store bicycles and other wheeled vehicles in the Bicycle Room. A key to the Bicycle Room will be provided, and a monthly fee of \$10.00 for the first bicycle, and \$2.50 for each additional bicycle, will be added to the maintenance charges of the Resident's Unit. These fees will be used for the upkeep and possible improvement of the room.

b) Every bicycle stored in this room **MUST** be properly identified with its owner's name and Unit number (we suggest that you add it to your bike lock). The Building conducts periodic purges of untagged bicycles, comparing the names to our list of Units being charged the fee. Any untagged vehicle will be considered abandoned, and will be donated to charity.

c) The Corporation is not responsible for any items lost or damaged in the Bicycle Room.

41. Subletting of Units

Please see the information regarding subletting of Units on Page 17.

42. Group Tours, Open Houses, Etc.

a) No “Open House” viewing of any Unit shall take place without the consent of the Board of Directors, as such events allow indiscriminate access to the Building's common areas, infringing on the safety, privacy, and security of its Residents. And under NO circumstances is any such “Open House” viewing, if permission is granted by the Board, to be advertised by a sign on the street, thereby inviting any passersby to ring for admission into the Building.

b) No group tour or other exhibition of any Unit or its contents in any manner whatsoever shall be conducted without the consent of the Board.

c) No auction or sale may be held in any Unit without the consent of the Board of Directors.

43. Occupants Other Than the Shareholder or Subtenant

a) For the safety and security of its Residents, the Corporation needs to know who is occupying the Units in the Building. Any Unit may be occupied from time to time by guests of the Resident for a period not to exceed thirty (30) days in any calendar year, unless a longer period is approved in writing by the Board of Directors.

b) No guest(s) may occupy a Unit in the absence of an adult Resident, unless approved beforehand in writing by the Board of Directors.

c) Please inform the Property Manager in writing (email is acceptable) if permission is needed for either of these situations. Permission will almost invariably be granted, as the Board is really interested only in knowing who occupies the Corporation's premises. Once granted, however, permission may be revoked if the guest(s) are unwilling to abide by the House Rules.

d) No portion of any Unit other than the entire Unit shall be leased for any period. No Unit within the Buildings shall be rented for transient or hotel purposes. No lease shall be for a term of less than six months, or more than one year, and must follow the rules concerning Subletting of Units. (Page 17.)

44. Amendments and Repeals

a) Any consent or approval given under these House Rules may be revoked at any time with due cause, and the House Rules added to, amended, or repealed at any time, by resolution of the Board of Directors.

b) Additionally, any and all necessary state mandates that the Governor of New York State issues will be automatically included in our House Rules, and enforced. You will receive notice of any such mandates.

SUBLETTING OF UNITS

1. Shareholders are permitted to sublet Units after 36 months (three years) from the date of purchase. The annual sublet fee is a sum equal to one month's maintenance, and this charge will be added to the maintenance bill for the Unit. The Subtenant must submit an application, with a fee, to the Property Manager, and be interviewed and approved by the Board of Directors. Shareholders found to have sublet their Unit without notifying the Property Manager and following these procedures will be fined a second month's maintenance. **It is also possible, under our By-Laws, for the Shareholder's Proprietary Lease to be revoked if Units are sublet without the Corporation's authorization.**
2. Subtenants are subject to all House Rules herein.
3. Lease Agreement: All subtenancies must be evidenced by written Agreement of Lease, and are subject to the prior approval of the Board of Directors. No lease term may exceed twelve (12) months. Any option to renew or extend an existing Lease Agreement is subject to approval by the Board of Directors, but an interview of Subtenants is not required for renewal of a lease.
4. Procedure and Documentation: The Shareholder shall submit the following to the Property Manager prior to any Subtenant taking occupancy of a Unit, and at least thirty (30) days prior to the renewal or extension of any existing Lease Agreement. Failure to submit the completed application, documentation, and fee in a timely manner may result in delay, for which the Board of Directors will not be responsible.
 - a) Completed Application supplied by Property Manager (for a new Subtenant)
 - b) Completed authorization for credit report (for a new Subtenant)
 - c) Copy of proposed Lease Agreement (for new or renewing Subtenants)
5. The Board of Directors will review all applications and interview prospective Subtenants by appointment. No application will be reviewed until all the required documentation and requisite fees have been received by the Property Manager. The Property Manager shall advise the Shareholder of the Board's decision. Should the Board of Directors render a favorable decision on the application, the Shareholder must submit the following to the Property Manager prior to the Subtenant's taking occupancy of the Unit, or renewal or extension of any lease term:
 - a) Certificate of Insurance evidencing hazard and liability insurance.
 - b) Executed Assignment of Lease and Rents, to be supplied by the Property Manager, which shall assign the Lease and the rents due thereunder to the Corporation in the event of the Shareholder's default of their obligations to pay maintenance fees pursuant to the Proprietary Lease.
 - c) Smoke and Carbon Monoxide Detector Affidavit.
6. No Subtenancy will be approved unless all maintenance charges and assessments are current.

MOVE IN/MOVE OUT PROCEDURES

1. Moving is permitted only **Monday through Friday (except all legal holidays) between the hours of 9:00 a.m. and 6:00 p.m.**, and on **Saturday between the hours of 8:00 a.m. and 4:00 p.m.** Sunday and holiday moves are NOT permitted. Any exceptions to this policy must be preapproved in writing by the Board of Directors.
2. **All moves must be made through the Service Entrance**, on the south (parking lot) side of the Building, in order to prevent damage to the main doors and lobbies
3. **Shareholders or Subtenants must schedule ALL MOVES, in or out, two weeks in advance, unless shorter notice is specifically requested and granted** by the Property Manager. The Superintendent will reserve the delivery zone, take one elevator out of general service for your use, install elevator padding, and for the Fairview side of the Building, provide a ramp for the steps in the hall.
4. If you are using a professional mover, you are required to have them submit proof of insurance and workman's compensation coverage prior to the move.
5. A deposit of \$600.00 must be paid to the Property Manager to cover possible damages to common areas of the building. The deposit will be returned to Shareholders after the move, if it has been determined that no damage has occurred.
6. The move-in deposits of Subtenants will be held until they have moved out of the Building. This practice recognizes the fact that such Subtenants have less interest in the long-term welfare of the Building, and that the Building has fewer options for remedy if the Subtenant moves out without notice, doing damage in the process.
7. Residents shall be held liable for all damage to doors, public hallways, elevators, and any other common areas of the Building, and the cost of any necessary repairs shall be deducted from the moving deposit. If damages exceed the \$600.00 deposit, the excess amount will be added to the Shareholder's maintenance bill.
8. No Resident will be allowed to paint, move boxes or furniture in, or occupy a Unit until they have been interviewed and officially approved by the Board of Directors, and the Property Manager has been duly notified of such approval. Any attempt to move either possessions or people into a Unit prior to Board approval will will jeopardize the pending sale or sublet.
9. All Units must be inspected for compliance with the carpeting and smoke/carbon monoxide detector rules, and for any possible leaks, structural problems, etc., before any new Resident is permitted to move in. At least one day must be allowed for this inspection between the departure of one Resident and the arrival of the next. Failure to schedule the inspection may result in delays for which the Corporation will not be responsible.
10. **PLEASE NOTE:** Violation of these rules may result in the confiscation of all or part of the \$600.00 moving fee. Evidence provided by our security cameras may be used to support such confiscation.

GARBAGE DISPOSAL, COMPACTORS, & RECYCLING

In order to maintain a clean, healthy, and vermin-free building, under no circumstances is any garbage, trash, etc., to be left in any of Building's common areas.

Nothing that constitutes recyclable material may be deposited in the compactor chute.

For the safety of the Gentry's staff, please be careful when disposing of sharp items.

The Compactor: The compactor was designed to deal with garbage, mostly softish, squashy stuff in small doses. It doesn't like hard or large lumpy things like books, bundles of paper or clothing, frying pans, dishes, flowerpots, shoes, cans, wire hangers—you get the idea. Anything you think might be a problem should be placed in the round bin provided.

Please do not throw in liquids, like soup or ice cream, which make a frightful mess even when tied up in a bag. (Think what happens when the machinery starts squeezing the container.)

Garbage: All garbage and other waste must be well-drained, and placed in tightly closed paper or plastic bags to prevent dripping or bursting while being carried to and deposited in the compactor chute. Garbage may not be left on the floors of the compactor rooms or in the plastic garbage bins. All garbage bags must fit easily into the chute without being forced. These bags must be substantial enough, and closed tightly enough, so that they will not burst or come apart in the descent to the compactor on the lower level. The aim is to keep the sides of the chute as clean as possible, and not provide food for vermin.

The compactor doesn't handle gritty substances well, so vacuum cleaner bags, potting soil, cat litter, etc., must not be emptied into the compactor chute. If you need to dispose of this sort of thing, please take it outside to the dumpsters. If you are unable to make that trip, package it well, and leave it in the round bin early in the morning (so that it will be collected on the staff's first rounds).

Combustible Items, Wire Hangers, Etc.: Carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, oil-soaked rags, empty paint pans, or any other flammable, explosive, or highly combustible substances must not be deposited in the compactor chute, as it is a violation of the Fire Code, and the offender is subject to prosecution under the law. These items, as well as all wire hangers, are to be placed in the round bins provided in the compactor rooms.

And really, *really* don't toss anything already on fire into the compactor chute, like cigarette butts. (It's been done.)

Large Items: Residents must make arrangements for the removal of any large discarded items, such as furniture, air conditioners, and computers. Bulky items left for the building staff to remove are subject to fines, as outlined in Rule 4. There is only one night each week when large items may be left by the dumpsters for pickup by the Village; please discuss your item with the Staff.

Paper: No newspapers may be deposited in the compactor chute. All newspapers, magazines, catalogs, etc., are to be stacked in the blue recycling bins provided in the compactor rooms. Books are not recyclable. Waxed cardboard, the gray cardboard of

which many food packages are made, and paper stained with food, are not recyclable here. Please tear these items into pieces and throw them away with your other garbage.

Cardboard boxes are to be flattened and left in the compactor rooms against the wall. Intact cartons present sufficient space and disposal problems that failure to flatten them will be subject to notice and fines as set forth in Rule 4.

Non-paper Recyclables: All non-paper recyclables, including metal cans, empty aerosol cans, plastic marked with the recycling triangle, and glass bottles, should be rinsed out and placed in the recycling containers located in the parking areas.

Electronic Items. The Village no longer picks up discarded televisions, stereos, and other electronic items. Please ask our Superintendent for instructions if you have such an item to be disposed of.

Construction Debris. Please note that the Village of Tuckahoe will **NOT** pick up any construction debris. If any debris from renovations or repairs is left in the common areas, including the area by the dumpsters, a fine of \$50.00 will be charged the first day, and \$100.00 per day for each subsequent violation; no written warning will be issued before the first fine.

EMOTIONAL SUPPORT ANIMAL RIDER

The Gentry Tenants Corporation
21 Fairview & 14 Westview Avenues, Tuckahoe, New York 10707

I/We, the undersigned Resident(s) of _____ (herein referred to as the "Unit"), Tuckahoe, NY 10707, understand that I/we must abide by the support animal rules of The Gentry Tenants Corp., as applicable. I/we further understand that if any of the rules related to the harboring of the animal are not followed, the animal will need to be removed from the Building immediately, and depending on the violation, all fines and costs incurred by the Building in enforcing these rules will be charged to the Resident(s). Additionally, the Resident(s) themselves may be evicted.

Pet/Support Animal Policy:

1. **A notarized letter from Resident's doctor is required** stating the length of time the Resident has been treated by this doctor and determination that Resident **MUST** medically have this animal, with original medical professional signature (no digital or e-signatures accepted). The letter must be provided by a doctor licensed in New York State. Also required is a proclamation from the doctor that they have no personal relationship to or knowledge of the Resident(s) or their family(s).
2. **A photo and description of the animal** including age, color, breed, name, and weight must be provided to management prior to the animal living in the premises.
3. If the animal is a dog, it must be purchased from a facility that trains support dogs, or be submitted to such a facility for training, **and have a certificate attesting to its training.**
4. **A veterinary report** no more than two weeks old, including immunization/vaccination records and establishing the animal's sex, health, temperament, current height and weight, and anticipated full-grown height and weight must be submitted with the request for a support animal. **All required forms must be provided to management prior to the animal living in the premises, as well as a copy of the license and registration of the animal** from the Clerk of the Town of Eastchester, if applicable. Residents(s) must alert The Gentry with any health/occupancy changes concerning the animal.
5. A written statement from the applicant must be submitted concerning plans to maintain the animal's health, including regular walking and exercise for any dog, in order to prevent it from getting restless and barking incessantly for attention.
6. Please be further advised that the Resident(s) will also be required to acknowledge, assure, and agree that as a condition precedent to the harboring of the animal in the Unit, the animal is required to act in compliance with the Pet/Animal Policy, and strictly prohibited from certain conduct, including but not limited to the following:
7. **Any animal being transported to and from the Unit must be leashed, inside a concealed, enclosed crate/cage PRIOR TO the animal exiting the Unit or entering the Building**, with the minimum amount of enclosure required and on wheels for ease of transport in hallways and elevator (example: a closed bag or enclosed cage with a cover — "Kennel Direct Premium Plastic Dog Crate" on wheels is a suggested transport vessel). All common areas in the Building, including hallways, stairwells, lobby, laundry room, and exterior grounds, are off limits for the animal, **(this applies even when a dog is being "walked")**. This is required in an effort to protect other residents/guests in the Building who may suffer from phobias or from allergic reactions to animal fur/feathers/dander, etc. Please note that security footage of the Building will be monitored, and failure to abide by Rules 7, 8, and 9 will result in **fines for each and every observed transgression.**
8. **Animals must enter and exit the Building through the exit to the parking lot nearest the bank of elevators used by the Resident's unit. None may enter or exit through the lobbies or the Service Entrance.**

9. **Animals must be transported via an elevator only, never the stairs.** In order to protect the health of other residents, the elevator must be empty when Resident/Animal Guardian is transporting the animal; if it is occupied prior to entry, Resident(s)/Guardian(s) must wait for a vacant elevator.
10. **Noise complaints.** No animal shall create a nuisance, including continuous, chronic, or constant barking/squawking/voice, etc., or cause excessive noise or unreasonable disturbances. Repeated noise complaints will require a veterinary assessment of the animal to be submitted within one week of the complaint being forwarded to the Resident. **Incessant barking is grounds for removal of the animal.**
11. **No animal shall pose a threat,** including growling, menacing, threatening, biting, and violent or aggressive behavior; nor shall it endanger the safety and/or health of the residents, guests, and neighbors (including but not limited to other residents'/guests' phobias or allergies to the animal), nor shall it jeopardize the overall security of the unit or building and its residents/guests. A documented dog bite will be grounds for the dog's immediate and permanent removal from the building.
12. **All animal food must be contained at all times.** Any pest/insect/bug issue and/or extermination cost resulting from the food remnants of the animal, or from the animal itself, is the financial responsibility of the Resident(s) to remedy for any and all units/common areas effected and will be cause for immediate removal of the animal.
13. **The Resident(s) will be responsible for the cost to repair** or otherwise replace or correct any and all damage done by the dog to the Building or grounds. Payment will be required within 30 days of billing, and subject to late fees if not promptly submitted.
14. **Dogs cannot be walked inside or along the Building's exterior common areas** (example: nowhere along the curbside of the Building property, or grass/shrubs/mulch/dirt/etc.). Resident(s)/Animal Guardian(s) must walk any dog outside The Gentry's property.
15. **Retractable leashes are not acceptable,** in order that the animal may be kept fully under control at all times.
16. **All fecal matter (or vomit) must be picked up/cleaned up by the Resident(s)/Animal Guardian(s) AT THE TIME OF DEFECATION(S).** Please note that since Rule 13 states the dog cannot be walked in the Building grounds, this rule applies to any place the dog is walked. If any fecal matter or vomit is found in the Building or grounds, DNA testing will be required, at the animal owner's expense, within two weeks of the complaint being forwarded to the owner.
17. **Dog must wear the appropriate "Support Dog" identification jacket** whenever inside the Building or around Building Grounds, even while in the enclosed crate/kennel.
18. Resident(s)/Animal Guardian(s) must comply with Gentry's pet/animal rules, riders, and regulations. Any fees/fines/charges/complaints against The Gentry will be passed on as the responsibility of the Resident(s) to rectify, satisfy, comply with, etc.
19. Animal Owner(s)/Resident(s)/Animal Guardian(s) must comply with all state and local animal/pet laws.
20. **The Unit where the animal will reside will be inspected and photographed** by the Board or its Representative to establish that all of the other Gentry By-Laws and House Rules are being complied with. In addition, **the Unit must have 100% carpeting** excluding the bathroom(s); and the Unit must have **80% carpeting/rug in the kitchen.**
21. **Resident(s) must provide proof of a co-op owner's or renter's insurance policy** for \$100,000 of liability, naming The Gentry (and landlord, in the case of a sublet) as additional insured.
22. **Animal control officers have the right to enter the Unit and transfer the animal if it has been left unattended for 24 hours or more, and if any of the above rules are not observed.** Any transferred animals shall be brought to and boarded with a local veterinarian

or kennel at the resident's expense. The Gentry accepts no responsibility for an animal's removal.

23. Management and/or landlord has the right to conduct inspections as necessary.

Rules 6-15 are collectively referred to as "Objectionable Conduct." Please note that the Board of Directors of The Gentry, while continuing to be sensitive to the needs of those residents with a disability, is also concerned for the safety and welfare of the entire community, and as such, reserves all of its rights and remedies regarding the enforcement of the Pet/Animal Policy, including but not limited to the revocation of the privilege to harbor the dog/parrot and/or its permanent removal in the event of any incident of Objectionable Conduct.

LIABILITY: The Resident(s) shall be personally responsible and liable for any and all damages, costs, and expenses, including reasonable legal fees, incurred by The Gentry, or as a result of any personal injuries to others or property damage caused to The Gentry and others, due to the conduct, behavior, or actions of the animal.

INDEMNIFICATION: The Resident(s) shall save, hold harmless, indemnify, and defend The Gentry for any and all claims as set forth hereinabove, or arising from, in connection with, or relative to the harboring, occupancy, visitation, conduct, behavior, actions and/or maintenance of the animal.

Please note: If approval is granted, it is for one year, and only for _____ (animal's name). No other dog/large animal will be permitted without application. Annual re-application for the animal is mandatory while the Resident(s) remain in the Unit. The Building and grounds are monitored by interior and exterior cameras, whose recordings will ensure compliance with the above rules. If The Gentry's House Rules have a more or less strict regulation than all of the above, then the stricter regulation of the two sets of rules must be followed. In the case of any confusion, please contact the Managing Agent immediately for clarification. Lack of this communication will be taken as indication that all rules are fully understood. This Policy is subject to change at any time by resolution of the Board of Directors.

Applicant Acknowledgment of the Policy

Print Name: _____

Unit Number: _____

Signature: _____

Date: _____

Print Name: _____

Unit Number: _____

Signature: _____

Date: _____

Application Checklist

1. Doctor's Note per Item 1
2. Dog License and Photo per Item 2
3. Dogs must have a Certificate of Training as a Support Animal per Item 3
4. Veterinary Report and License/Registration per Item 4
5. Owner's request and statement of intention per Item 5
6. Proof of a co-op owner's or renter's Insurance Policy per Item 21
7. Signed Policy Acknowledgement

For Management Use:

The Unit was inspected on _____ and found to be in compliance with other House Rules. Report and documentation are on file at the Management Office. Initialed _____