

COLLEGE GARDENS COOPERATIVE, INC.
3535 and 3555 Kings College Place
Bronx, New York 10467-1535

An Equal Opportunity Housing Development

RULES AND REGULATIONS

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EFFECTIVE DATE: OCTOBER 24, 2009

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3535 and 3555 Kings College Place
Bronx, New York 10467-1535

RULES AND REGULATIONS

The rights and responsibilities of each Shareholder of College Gardens Cooperative, Inc. (the "Corporation") are set forth in the Shareholder's Occupancy Lease, the Corporation's By-Laws and Rules and Regulations adopted by the Board of Directors (the "Board"). At each closing of the purchase of stock in the Corporation, a copy of the Rules and Regulations and the By-Laws will be issued to the purchaser (s). Read them carefully and then store them in a safe place.

BOARD OF DIRECTORS

The Board of Directors shall consist of between 5 and 9 members duly elected at the Annual Shareholders' Meeting. If a Board member leaves before the expiration of his/her term, the new appointee shall serve only until the new elections that are held at the June Annual Meeting. The Board meets once a month for the purpose of conducting the business of the Corporation. Anyone who wishes to bring matters to the attention of the Board may do so at the designated Shareholder Relations session.

All Rules and Regulations, Procedures and Fees set forth in this Information Booklet have been adopted by appropriate vote of the Board. Pursuant to the powers of the Board as set forth in the By-Laws of the Corporation, the Board reserves the right to change, amend, or withdraw any of the Rules and Regulations, Procedures and Fees adopted by the Board as set forth herein.

OCCUPANCY OF APARTMENTS

(a) Article 5 of the Occupancy Lease provides that the apartment of the Shareholder shall be used only as a "private dwelling" for the Shareholder and the Shareholder's immediate family and for no other purposes. Furthermore, occupancy of an apartment in New York City is governed by rules and limitations adopted by the New York City Department of Buildings and Housing Preservation and Development to ensure the safety and health of all of the residents of a multiple dwelling. Any Shareholder who allows individuals to occupy the apartment in violation of Article 5 of the Occupancy Lease or in violation of the limitations imposed by New York City Department of Buildings, Housing Preservation and Development or any other governmental agency shall be deemed in breach of the Occupancy Lease and subject to termination as set forth therein.

*Family member is defined as spouse, children, grandchildren, parents, grandparents, brothers and sisters or domestic partners.

(b) No dogs or cats are permitted to be maintained in any apartment or on corporate premises. Current Shareholders who own cats have already been grandfathered in. All shareholders who are cat owners MUST keep their apartment clean and the hallway outside of the apartment FREE OF ODER.

2. INSURANCE

(a) Every shareholder is required to carry a comprehensive apartment dweller's insurance policy. A certificate of such insurance MUST BE FURNISHED TO THE BOARD at annual inspection. Shareholders shall be held responsible for any damage caused to the property of the Corporation or for damage caused to any other apartment on the corporate premises resulting from the negligence of the Shareholder or the Shareholder's guests or invitees.

(b) An Insurance policy MUST be provided by the purchaser at closing.

3. MAINTENANCE CHARGERS

The monthly maintenance charges are due on the first (1st) day of each month. Payment MUST BE RECEIVED by the tenth (10th) day of each month to avoid a late fee.

4. ADMINISTRATIVE FEES

If maintenance charges are not paid on time there will be a \$50.00 late fee monthly. Maintenance charges are deemed to be late if received after the tenth (10th) day of the month. Shareholders in arrears cannot use the Recreation Room and risk losing their parking space in the garage.

5. UTILITY CHARGES

Except for the yearly air conditioning charges, the utility charges for the use of gas and electricity are included in the monthly maintenance fee.

6. WAIVER OF OPTION FEE (FLIP TAX)

Upon the sale of stock in the Corporation and the transfer of the Occupancy Lease, each selling Shareholder is responsible for paying the Waiver of Option Fee in effect at the time of closing. The Waiver of Option Fee allows a Shareholder to sell his/her stock in the Corporation on the open market without first offering the stock to the Corporation for purchase. Pursuant to the provisions of Article XVI of the Corporation By-Laws any shareholder interested in selling their unit MUST give the Corporation 30 days to decide if the Corporation would like to purchase the unit at the same terms being offered to the prospective purchaser. If the Corporation exercises this option

then it would have an additional 15 days to consummate the transaction. If it decides to waive this option then the seller must pay the Corporation the Waiver of option fee.

At the present time, the Waiver Option Fee is Fifteen Dollars (15.00) per share of stock in the Corporation. This fee is subject to change.

- (a) Any misrepresentation by a purchaser in the purchaser's application to purchase shares of stock of the Corporation shall constitute a fraud rendering the sale of stock illegal/void and shall be cause by the Corporation to commence a legal action to terminate the Occupancy Lease of such purchaser.

6. TRANSFER OF APARTMENTS

Since no Shareholder may simultaneously own shares allocated to more than one (1) unit in the Corporation, a Shareholder's shares must be sold before purchasing another unit on the corporate premises. At the time of transfer, the transferring Shareholder shall pay to the Corporation Seven Dollars and fifty cents (7.50) per share as the Waiver of Option Fee.

7. CONDITION OF APARTMENT

- (a) No structural renovation,s can be made without the written consent of the Board;
- (b) All work **MUST** be performed by workers and contractors covered by a insurance policy. ALL documents **MUST** be presented to the Board before work is begun;
- (c) Any and all improvements, including any appliances, are to be considered permanent and become the property of the Corporation;
- (d) Decorating (e.g., painting, wallpaper) is the responsibility of the Shareholder.
- (e) Light fixtures in all existing ceiling outlets and walls, refrigerators, stoves, and window screens, are considered part of the apartment;
- (f) The vacating Shareholder shall leave the apartment vacant and broom clean, and shall repair any damage to corporate property, or be financially responsible for any repairs;
- (g) The removal of debris generated is the responsibility of the shareholder and the contractor.

Work is to be done according to the following schedule:

Monday to Friday – 9:00 A.M. to 8:00 P.M.

Weekends and Holidays - 12 Noon to 5:00 P.M.

ACCESS TO APARTMENT UNIT

(a) Pursuant to Article 16 of the Occupancy Lease, representatives and/or employees of the Corporation have a right to enter the dwelling unit and make inspections thereof at any reasonable hour of the day. A yearly inspection will be conducted to ensure that ALL apartments are maintained in such condition as is required under the provisions of the Occupancy Lease and as are beneficial to the Corporation and its Shareholders, including regular painting, and the elimination of any unclean or hazardous condition that could cause fire or insect infestation. Notification of time and date will be given

(b) Shareholders shall make a set of keys available to the Corporation to be used in the event of an emergency. If access to an apartment is not made available by the Shareholder, any damage caused to doors and locks to gain access during an emergency will be the responsibility of the Shareholder. This includes paying for ALL incurred damages.

9. APARTMENT INSPECTION

Prior to every closing, the apartment SHALL be inspected to confirm the condition of the apartment. The Shareholder and purchaser will attend the inspection to confirm the apartment condition and after the inspection shall sign an Inspection Form acknowledging the condition of the apartment. Should the Corporation sell the apartment, the Managing Agent and purchaser will inspect the apartment.

10. REPAIRS BY THE CORPORATION

(a) If the Shareholder is required to repair or repaint any portion of their apartment as a result of structural repairs made by the Corporation, the Shareholder shall receive a reimbursement, as follows:

Bathroom	\$ 50.00
Bedroom	\$ 50.00
Foyer	\$ 30.00
Kitchen	\$ 50.00
Living Room	\$ 50.00

(b) To receive repayment as listed above, the Shareholder must provide the Corporation with receipts for the painting and/or repair. The Corporation will set a date to inspect the painting and/or repair work.

(c) If the repairs are caused by negligence of a Shareholder the cost of repairs should be reported to your insurance who will then seek reimbursement from the Shareholder's home owners insurance. The Corporation will not reimburse the negligent Shareholder.

11. KEYS

- (a) The key system used in the corporate premises cannot be copied by any locksmith. The keys **MUST** be ordered and specially made. The Main Entrance Key is mastered and used to open the front doors, the gates to the two (2) parks and the basement doors. There is a separate key to be used for all three Garage Entrances.
- (b) The cost of the entrance door initial key is \$25.00. The cost of a replacement key is \$35.00. Such prices are subject to change.

12. INTERCOM SYSTEM

The system in use by the Corporation is a Voice Intercom, which is connected to the telephone system in your apartment. After the visitor dials your code, your response to your telephone ring allows you to talk to the visitor for a maximum time of two (2) minutes. To give a visitor access to Building #I at 3535, dial 36, this releases the front door. To give a visitor access to Building #II at 3555, dial 06, this releases the front door.

If digital phone service is planned, it is the responsibility of the Shareholder to inform their cable company of our telephone system and **MUST** leave the intercom in working order. Otherwise, the Shareholder will be charged for the intercom connection.

13. WINDOW GUARDS

New York City Law requires that window guards be installed on windows of any apartment in which a child ten (10) years of age or younger resides. The cost of the window guards will be billed to the Shareholder. The window guards will be purchased by the Superintendent, who will install the window guards for the shareholder at no charge.

14. SMOKE AND CARBON MONOXIDE DETECTORS

The Administration Code of New York City requires that all apartments have working smoke and carbon monoxide detectors. The detector can be obtained from the Superintendent. The Super will install it in the apartment at no cost to the shareholder. The cost of the smoke/CO2 detector, if purchased through the Corporation, will be billed to the shareholder.

PLEASE CHECK AND CHANGE THE BATTERIES IN YOUR SMOKE/CO2 DETECTORS TWICE A YEAR.

15. GARAGE

- (a) New shareholders are eligible to be placed on the garage waiting list once they close on the purchase of shares of stock in the Corporation. If you are interested in a garage space, please notify the Chairperson of the Garage Committee once your closing is completed. Rules governing use of the garage are available to occupants.
- (b) The monthly charge for garage parking is: presently \$100.00 for cars and \$50.00 for motorcycles.
- (c) Only cars registered to the shareholders or the occupancy lease residing at 3535/3555 are eligible to occupy a garage space.
- (d) Any shareholder who is more than thirty (30) days in arrears in paying his/hers monthly maintenance charges may be evicted from the garage. Any shareholder on the garage waiting list whose account is not in good standing will not receive the next available garage space. Eviction from the garage can also be made for reasons other than those listed here. (See attached letter on the last page of this document.)

16. AIR CONDITIONERS

Air conditioner charges are billed as follows: \$200.00 a year per air conditioner. Air conditioner chargers are billed on the monthly maintenance statement in four (4) equal amounts due June, July, August and September of each year as a courtesy to shareholders.

When a new air conditioner is installed, the shareholder is required to inform the Managing Agent of the installation of the unit for billing purposes. If the unit is installed after the June maintenance statement is prepared, the full yearly charge will be billed on the next maintenance statement. Air conditioner charges are not pro-rated.

Each unit **MUST** be connected to a separate electrical outlet having its own dedicated fuse. Shareholders are expected to comply with conservative use. Under no circumstances is an air conditioner to be installed in a fire escape window.

17. DISHWASHERS, WASHING MACHINES, AND FREEZERS

New Shareholders are **NOT** permitted to have a freezer, dishwasher or washing machine in their apartment. However, Shareholders who currently own freezers, dishwashers, or washing machines have been grandfathered in.

- (a) Effective January 1, 2010 THE MONTHLY CHARGE FOR EACH APPLIANCE will be \$15.00. Each appliance MUST be connected to a separate electrical outlet having its own dedicated fuse and to a permanent water line/pipe. Written confirmation MUST be given to the Board that a license plumber will install and connect the water line to the subject appliance. The connections MUST have their own cut-off valves. Shareholders are responsible for any damage caused by the installation, usage and misuse of the appliance.
- (b) Washing machines in a Shareholder's apartment MUST NOT be operated during the hours of 11:00 p.m. to 8:00 a.m.

18. CABLE SATELLITE

The corporate premises are wired to receive Cablevision, Direct TV and Verizon FIOS. The Master T.V. antenna is wired to all apartments and will pick up HD Programming via a convertor box.

19. COMPACTORS

- (a) Each building has a Compactor Room on each floor. It is expected that the Shareholder will bag his/her garbage and push it fully into the compactor to enable it to go down the chute, and that the Shareholder will act with consideration toward his/her neighbor by making certain that any items placed in the Compactor Room DOES NOT CREATE AN UNSAFE, UNSIGHTLY, OR ODOROUS CONDITION.
- (b) Each Compactor Room has a shelf on which to neatly stack newspapers, cartons, or any items that do not belong or fit into the chute. A blue bin is provided for recyclables.
- (c) Shareholders are required to follow ALL New York City Guidelines for Recycling, which are posted in each Compactor Room.

ALL BULK ITEMS (i.e., lamps, cushions, furniture, etc.) MUST BE TAKEN TO THE BASEMENT.

20. ARTICLES OUTSIDE BUILDING

- (a) Under the Administrative Code of New York City and in particular the rules and guidelines of the Department of Buildings and Fire Department, mops, pails, plants, clotheslines or other articles are NOT PERMITTED ON THE FIRE ESCAPES AT ANYTIME.
- (b) Mops rugs, bedding and other articles MUST NOT BE SHAKEN OUT OF WINDOWS OR HUNG ON THE FIRE ESCAPE.

(c) Bird Feeders ARE NOT PERMITTED ON THE OUTSIDE STRUCTURE OF THE BUILDINGS OR ON THE FIRE ESCAPE.

21. LAUNDRY ROOMS

The Laundry Room located in the basement of each building, will be open twenty-four hours (24) per day, seven (7) days per week.

Only Shareholders are permitted to use the Laundry Room facilities and laundry equipment. No guests or invitees of a Shareholder may use the Laundry Room facilities. The equipment MUST BE USED WITH CARE – WHICH INCLUDES LEAVING THE MACHINES CLEAN FOR THE NEXT Shareholder.

Charges for the use of the laundry equipment are established by the Seitzman Company.

Laundry Carts MUST NOT BE REMOVED FROM THE LAUNDRY ROOM OR USED AS SHOPPING CARTS.

Shareholders and their guests or invitees are PROHIBITED FROM LOITERING IN THE LAUNDRY ROOMS.

22. USE OF ELEVATORS, HALLWAYS OR LOBBIES

The laws of the City of New York prohibit smoking in the elevators, hallways or lobbies of the buildings. Shareholders and their guests are further prohibited from loitering in the public halls, ground floor lobbies or stairwells of the Corporation.

23. GRAFFITI

(a) Shareholders are prohibited from writing, marking, or defacing the walls of the public hallways, elevator doors and the interior of the elevator cabs. Shareholders, and their guests are prohibited against placing feet against the walls of the public halls causing damage to the property.

(b) The cost of repair to any damage in the public areas will be charged to the responsible Shareholder.

24. GARAGE ROOF ACCESS

(a) The garage roof, formerly known as the terrace area, is for the exclusive use of Shareholders having an apartment with direct access to the Garage Roof. It is not open to the public or accessible by other Shareholders. The law requires

that there be room for fire egress, therefore, nothing can be placed directly under the fire escape nor placed in such a position that blocks the exit door at both ends of the Garage Roof area.

(b) Barbecuing is NOT allowed. The Garage Roof area is for quiet enjoyment only.

25. **PLAYGROUND/SITTING AREA**

An enclosed playground is provided for the children residing at College Gardens which is located at the south end of Building I (3535). Children may NOT play in any other common area. The sitting area, located between our two buildings, is designated for outdoor peaceful enjoyment for our Shareholders.

26. **EXTERMINATOR**

Exterminating service is available on a monthly basis at no charge to the shareholders. If you would like this service, please place your name on the list when it is posted on the bulletin board in the basement of each building.

27. **DELIVERIES**

There are entrance ramps with access to the elevators in the basement of each building. Any shareholder expecting delivery of furniture or other large items is required to notify the moving/delivery company to use the basement ramp. The Shareholder is required to provide access to the mover/deliverer through the basement entrance.

If a Shareholder is having large items delivered such as furniture etc., the Superintendent must be notified so that protective mats may be placed in the elevators.

Any shareholder allowing a moving company or deliverer to use the main entrance shall be responsible for ALL damages that occur to the corporate premises, including terrazzo steps. Damage to the terrazzo steps SHALL RESULT IN A \$1,000.00 per step charge to the shareholder.

The cost of repairing any damages to elevator equipment will be billed to the responsible shareholder.

28. **CARRIAGE ROOMS**

There is a Carriage Room in the basement of each building where carriages, bicycles, sleds, shopping carts, etc. may be stored. The Carriage Rooms are locked but a key is

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made available to shareholders who use this room. The Corporation shall not be responsible for damage or theft of any items in the Carriage Rooms.

29. **STORAGE ROOM**

There is a storage Room in the basement of Building II (3555) which may be rented by shareholders from both buildings. Shareholders who are CURRENTLY RENTING LOCKERS will be grandfathered in at the current rate they are paying. Shareholders are NOT PERMITTED TO TRANSFER OR SUBLET THEIR LOCKERS.

New lockers will be installed by the Cooperation and rented at the rate of \$35.00 per month for a full locker and \$20.00 per month for a half locker.

Storage of flammable items or corrugated cartons in this room is NOT PERMITTED. Each locker door MUST have the name, apartment number and building number. The rules and guidelines of the New York City Fire Department permit storage in plastic containers ONLY.

30. **RECREATION ROOM**

- (a) Our Recreation Room is located in the basement of Building II (3555). This room is available on a rental basis for parties, meetings, etc. for a fee. The rental fee is \$75.00 effective January 1, 2010. When renting the room, you MUST write a check in the amount of \$65.00 payable to College Gardens Cooperative and pay \$10.00 in CASH. The Corporation's staff will prepare the room for rental and the room MUST be left clean by the renter.
- (b) The room is available ONLY to shareholders who are NOT in arrears and who are NOT in violation of the Occupancy Lease or Rules and Regulations.
- (c) The renter is responsible for the behavior of guest and any damages to the room or property caused by invited guests. If there are damages the Shareholder is responsible for the repairs. The cost will be billed to your maintenance.
- (d) The entrance and exit door to the basement and the door to the Recreation Room MUST BE KEPT CLOSED during parties, meetings, etc, for the safety of the shareholders and those attending the event.

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- (e) When music is played during an event, it MUST BE kept at a reasonable volume and contained inside the Recreation Room. No renter or group is allowed to have music loud enough to disturb the shareholder's.
- (f) Persons attending an event in the Recreation Room MUST REMAIN INSIDE the room and NOT hanging out in the street.
- (g) The room is also used for Corporation functions.
- (h) PLEASE refer to the Recreation Room Policies for rules regarding use of this space. (Copy of the policy/rules is attached to these rules and regulation).
- (i) To ensure equal access to the recreation room, a Shareholder may ONLY reserve the room for 1 event at a time. Upon completion of the respective event, the Shareholder may then reserve the room again for a future date.

31.

NOISE

Televisions, radios and musical instruments SHALL NOT be played loud enough to annoy or interfere with the comfort, peace and quiet deserved by ALL other residents. The right of our Shareholders to good quality living in their homes is VERY IMPORTANT TO ALL RESIDENTS. The Board WILL CAREFULLY AND FULLY INVESTIGATE COMPLAINTS REGARDING UNREASONABLE NOISE.

32.

MOVING IN OR OUT SCHEDULE

Moving in or out of the Cooperative MUST BE COMPLETED MONDAY THROUGH FRIDAY DURING THE HOURS OF 10:00 AM TO 8:00 PM. PLEASE contact the superintendent at least one day before your scheduled move so that the elevator can be protected with padded covers. Any violation of the moving in or out rules will cause a Shareholder to forfeit his or her moving in or out escrow deposit.

3/14/10

MEMO

To: All Shareholders Who Rent Storage Lockers
From: The Board of Directors
Re: Change in Storage Locker Fee
cc: Steve DeVita
Date: March 19, 2010

We are writing to inform you that we have updated our files for the Storage Lockers, and that we have made some changes in the rental fees for the Lockers.

1. All Shareholders who initially paid \$500.00 for a full Locker, and \$250.00 for a half Locker, we are asking you to provide your receipt for payment of \$500 for a full Locker, and \$250.00 for a half Locker, Shareholders who show proof that you paid \$500.00 or \$250.00, your Locker will be grandfathered in at the agreed rate of \$10.00 for a full Locker, and \$5.00 for a half Locker.
If a Shareholder who paid \$500.00 or \$250.00 for their Locker decides to sell their apartment, you will be reimbursed for that amount, and the Locker becomes the property of College Gardens,

NO SHAREHOLDER IS PERMITTED TO TRANSFER, SUBLLET, OR SELL THEIR LOCKER WITH THE SALE OF THEIR APARTMENT

Please bring your receipt to show payment of \$500.00 for a full Locker or \$250.00 for a half Locker to the Board Room of College Gardens, on Thursday April 15, 2010, from 7:00PM to 9:00PM or deposit your receipt in the Mailbox located in the basement of Building 1, and Building 2,

If you do not have proof that you paid \$500.00 for a full Locker or \$250.00 for a half Locker, your Locker will not be grandfathered in.

2. All other shareholders who are renting storage Lockers, the rental fee will increase to the following: A full Locker will rent for \$35.00 per month, and a half Locker will rent for \$20.00 per month, these increases will become effective on May 1, 2010,

✓ All storage items must be inside the Locker, items found on top of the Locker will be subject to discarding, notification will be given.

Thank You for your cooperation,

GARAGE RULES AND REGULATIONS

Who Is Eligible To Obtain A Parking Lease:

1. Shareholders whose name is on the deed, and car is registered in their name.
2. Shareholders who have company cars assigned to them; (Deed Holder). Proof is required including registration.
3. Shareholders who are not in arrears of maintenance charges.
4. One car space per Shareholder. Second space if available, on a temporary basis only, and will be assigned as per waiting list.

Sub-leasing:

Garage tenants may only sublease their spaces to Shareholders on the waiting list with the approval to the Garage Chairperson for the following reasons:

1. During - Vacation / Travel, A tenant can sub-lease his or her parking space, for a maximum of six (6) months.
2. Purchase of a new car. Maximum Time is (60) days. The time may be extended (show bill of Sale) at the discretion of the Board of Directors.
3. Assigned garage spaces shall NOT be used for dead storage or left Vacant without sub-leasing.

Garage Door Openers:

1. There is a \$40.00 fee for a Remote unit which includes a \$15.00 refundable deposit, when the Remote is returned at the end of the lease, each lessee is required to have a Remote opener.
2. There is a \$10.00 fee for a garage Key
3. Remote units must not be left in the vehicle.
4. Report loss of Remote unit, so frequency can be cancelled.

Garage Spaces

1. Garage spaces are for assigned vehicles only, any exception must have garage Chair's approval.
2. Garage tenants who double park, or park in another's space will be fined \$50.00 for the first infraction, \$100.00 for the second, and if there is a third violation, the lease will be terminated, and the tenant evicted from the garage.
3. Car repairs, including oil changing are not permitted in the Garage,

4. Vehicular fluid leaks must be fixed within two (2) weeks and the space must be cleaned.
5. No debris of personal property shall be left in the space such as tires, carts, etc. such items shall be confiscated, and discarded.
(If possible, notification will be given before discarding.)

Garage Privileges:

Parking fees are added to the monthly maintenance charges, any garage tenant who is in maintenance arrears over thirty (30) days is subject to eviction from the garage.

FAILURE TO FOLLOW THE RULES & REGULATIONS COULD RESULT IN THE LOSS OF YOUR GARAGE SPACE.