



Co-Op Living at Vernon Woods

October 29, 1990
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Vernon Woods Apartments, Inc.
180 Pearsall Drive, Mount Vernon, NY 10552
(914) 668-9591

Professionally managed by Gramatan Management, Inc.

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Preface

As a cooperative, Vernon Woods has a responsibility to its shareholders and tenants to maintain an atmosphere for an acceptable lifestyle.

This publication is distributed to all shareholders, prospective buyers and renters of Vernon Woods to make known the House Rules, Regulations and Procedures of Vernon Woods. Therefore, this publication will be updated frequently and the information contained in prior distributions will be superseded by the latest publication, unless expressly stated.

All residents (shareholders or tenants of shareholders) must retain this publication for the period of time in which they live at Vernon Woods. It should be referenced as frequently as required.

As part of the process of admissions all applicants (prospective buyers and tenants) are required to sit for an interview with the Admissions Committee. It is necessary that the House Rules, Regulations and Procedures herein contained be read prior to the interview since they will not be formally discussed during the interview process. Please feel free to ask any questions or voice any concerns during your interview.

Community Committees

In order to assist the Board of Directors with their decision-making responsibilities, committees have been formed. For example, all residents witness the work of the admissions committee when they come for an interview.

Our committees are formed to deal with aspects of life at Vernon Woods. Some of these committees include:

- **Admissions** – Reviewing applications and interviewing potential residents.
- **Landscaping/Social** – Autumn and Spring planting; planning for the upkeep of the grounds. Planning community events.
- **Finance** – Planning and assessing revenue generating ideas for the benefit of Vernon Woods.
- **Health Club** – Planning for the upkeep and enhancement of the Health Club.

All Residents are encouraged to join a committee. It's a great way to meet your neighbors and contribute to your investment interest. If you have an interest in a committee, or a suggestion for a new one, please contact the management office.

All committees are on an “open enrollment” basis, meaning both shareholders and renters are encouraged to join, with the exception of the Admissions and Finance Committees. Meeting notices are posted on the bulletin boards within the complex, with the exception being the Admission Committee meetings.

Membership into the Admissions Committee is restricted to shareholders of the cooperative. Meetings are scheduled through the Management Office and members will be notified about meetings on an as needed basis.

Vernon Woods House Rules

The Vernon Woods House Rules are a list of basic, multi-family dwelling, “Do’s and Don’ts.” The House Rules must be strictly adhered to in order to prevent community disturbances. Following these House Rules will enable all residents to enjoy their right of quiet enjoyment. Violation of these rules, after due notification, can result in fines of \$30.00 per week until the violation is corrected.

For example, the House Rules state that 80% of your floor must be covered with either furniture or carpeting. If the neighbor who lives below you files a complaint of noise to the management office due to lack of carpeting, an inspection of your unit will be conducted. Follow-up inspections and a \$50.00 weekly fine would be imposed until you were found to be in compliance with the rule.

Any consent or approval granted under the House Rules may be revoked or modified by the Board or management at any time.

It is the responsibility of all residents of Vernon Woods to have a copy of, and be familiar with, the House Rules.

Note: All shareholders who sublet their apartments must attach a copy of this publication to the sub-tenant's lease. If you are a sub-tenant and your lease does not include the House Rules, be sure to request a copy from your landlord.

VERNON WOODS HOUSE RULES

1. All prospective shareholders or tenants of shareholders must be interviewed by the Admissions Committee and reviewed and approved by the Board of Directors prior to the transfer of shares of stock in the corporation or the occupancy of a shareholder's apartment under the sub-lease agreement of the proprietary lease.
2. Shareholders must be in permanent occupancy of the apartment so that other occupants including family members may not be deemed as tenants of an absentee shareholder.
3. Lessee may use their apartment for (i) residential purposes and (ii) any home occupation permitted under the applicable zoning law, building code or other rules and regulations of governmental authorities having jurisdiction, and for not other purpose unless otherwise consented to by the Lessor.

Vernon Woods House Rules

4. The Lessee must supply the managing agent a copy of, or proof of, homeowners/co-operative insurance, upon request from the managing agent. In addition, the lessee must also supply a copy of, or proof of, renters insurance from their Lessee (sub-tenant), upon request from the managing agent.
5. No apartment unit shall be used or rented for transient, hotel or motel purposes.
6. No dog or exotic animal shall be kept or harbored in the apartments. Guide dogs, as defined in Section 47-b of the New York Civil Rights Law or successor statute, are permitted. Other pets may be allowed with the written consent of the Lessor. Such permission shall be revocable by the Lessor at any time if the pet becomes a nuisance to other residents. No pigeons or other birds or animals shall be fed from the windowsills, or hardscapes or landscapes.
7. The public halls, vestibules, stairways and area under the canopy of the building shall not be obstructed or used for any purpose, other than ingress to and egress from the apartments in the building. No bicycles, scooters, baby carriages or similar vehicles shall stand in these areas. The fire hoses shall not be obstructed in any way.
8. Children shall not play in the public halls, vestibules stairways, or elevators.
9. Public halls in the building shall not be decorated or furnished by any Lessee in any manner. Any exceptions must be approved by the Board of Directors.
10. No one will be allowed access to the roof for the purpose of sunbathing, barbecuing, etc.
11. No article shall be hung or shaken from the doors, windows or placed upon the windowsills of the building.
12. Lessee shall not play upon, or suffer to be played upon, any musical instrument, or any entertainment equipment, in such Lessee's apartment between the hours of 10:00 p.m. and 8:00 a.m. if the same shall disturb or annoy other occupants of the building.
13. Unless expressly authorized by the Board of Directors, 80% of the floors in each room of each apartment must be covered with rugs or carpeting, or equally effective noise reducing material. Kitchens, bathrooms, closets and foyers are excluded from the rule.

Vernon Woods House Rules

14. No awnings, washing machines, waste disposers, or dryers shall be used in or about the building.
15. The Lessee shall use the available laundry facilities during such hours as designated by the managing agent.
16. The Lessee shall keep the windows of the apartment clean. If the Lessee receives a written request from the Lessor, the managing agent or the Board of Directors, the Lessee must comply with the request within 10 days of the date of written request. The Lessor or managing agent has the right to conduct an apartment inspection to confirm compliance. The Lessee will be charged for the costs in the event the Lessor, managing agent, or designee performs the cleaning.
17. No signs, notices, advertisements or illuminations including For Sale, For Rent or For Lease, shall be inscribed or exposed on, or at, any window or other part of the building.
18. No radio or television aerial shall be attached to, or hung from, the exterior of the building without the prior written approval of the Lessor or the managing agent. All radio, television or other electrical equipment of any kind, installed or used in the apartment unit, shall fully comply with all rules, regulations or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction thereof. The shareholder of the apartment unit alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such apartment unit.
19. Apartment bathrooms and kitchen plumbing shall not be used for any purposes other than those which they were constructed, nor shall any rubbish, rags, feminine hygienic products, wipes, pet litter or similar articles be thrown into the plumbing system. The cost of repairing any damage resulting from misuse of any plumbing shall be paid for by the Lessee in whose apartment it occurred.
20. Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the Board or managing agent may direct.
21. No Shareholder, lessee, tenant, occupant or member of the family or guest, subtenant (if permitted), agent or employee of a Shareholder or Lessee (collectively referred to herein as the "Shareholder") shall permit any work, labor or services of any kind whatsoever, including but not limited to, construction, reconstruction, renovation, repairs, painting, plumbing, electrical, heating or maintenance (collectively referred to

Vernon Woods House Rules

herein as the "Work"), to be performed within the Shareholder's unit by any person, corporation, contractor or entity (collectively referred to herein as the "Contractor") unless and until the Shareholder receives written approval for the work from the Board of Directors of the Cooperative (referred to herein as the "Cooperative").

22. Written authorization for such Work shall not be granted by the Cooperative unless and until a written agreement is executed which agreement contains the following language. This agreement must be executed by the Shareholder and the Contractor and submitted to the Cooperative for its review and execution. Each of the provisions of the Agreement are deemed to be for the exclusive benefit and protection of the Cooperative. The Shareholder and Contractor may agree to such other and further matters as they deem proper so long as they do not affect any of the clauses set forth herein for the benefit of the Cooperative.
23. Nothing shall be done in any apartment unit or to the public areas of the grounds or buildings which will impair the structural integrity of any building or which would structurally change any of the buildings.
24. All construction, repair work and installations involving noise shall be conducted on weekdays from 8:30 a.m. to 4:30 p.m. only. In the event the Shareholder violates the Renovation Procedure set forth in the House Rules and/or this Resolution, the Cooperative shall have the right to impose an administrative fee in an amount up to and including \$250.00 for each day the work is being performed in violation of the House Rules or the Renovation Procedure. The amount of the administrative fee shall be payable in full by the Shareholder as additional Common Charges within thirty (30) days after the Shareholder is billed for same.
25. Messengers and trades people shall use such means of ingress and egress as shall be designated by the Lessor.
26. Lessees are not permitted to hire any employee of the Lessor for private business of the Lessee unless arranged through the management office.
27. Complaints regarding the service of the building shall be made in writing to the managing agent of the Lessor.
28. The Lessee will abide by all traffic and parking rules established by the Lessor for the use of driveways and the exterior parking and garage. The Board of Directors shall promulgate rules for the use of the garage and parking areas and shall set the fees and fines for such use and violations thereof.

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29. No vehicle belonging to a Lessee, or to a member of the family or guest, subtenant or employee of the Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.
30. Shareholders or tenants of shareholders will be charged \$10 per night, per vehicle for overnight guest parking. Overnight parking commences at 12:00 am.
31. The managing agent, staff or contractor authorized by the Lessor, may enter any apartment at any reasonable hour to assess the need for extermination. If the Lessor takes measures to control or exterminate carpet beetles or bedbugs the cost thereof shall be payable by the Lessee as an additional invoiced assessment or charge.
32. Any and all barbecuing is restricted to either the picnic area, the basketball courts, or any other area as designated by the Lessor.
33. The basketball courts have an imposed curfew of 10:00 p.m. for ball playing and barbecuing.
34. The Lessor shall restrict the hours of move in/out to Monday through Friday, 9:00 a.m. to 4:30 p.m. In the event the Lessee or their subtenant fails to notify the managing agent and schedules an unauthorized move in/out, a fine of five hundred dollars (\$500.00) will be imposed. The Lessee will notify the Lessor or the managing agent by sufficient notice of their intention to move in/out. Lessees will post a moving security deposit in the amount of five hundred dollars (\$500.00), which may be applied in part or full payment to reimburse the Lessor for damages to the public areas of the grounds and buildings.

These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors.

Moves & Deliveries

Anyone moving in or out must review the moving procedures carefully. All moves must be scheduled through the management office. A security deposit of \$500 will be required and forms must be completed, signed and returned to the management office prior to the move date. Those moving in must also complete the Intercom Activation Form.

Residents planning to use professional movers must obtain a Certificate of Insurance and proof of workers' compensation insurance from the moving company and submit it to the management office. The Certificate of Insurance must read as follows in the description of work:

“SHAREHOLDER(S) NAME, Vernon Woods Apartments, Inc., its officers and directors, agents, shareholders and employees and Gramatan Management, Inc. as additional insured.”

A post-move inspection will take place and the deposit will be returned if there is no damage to common areas found.

Residents may move small personal items (i.e., clothes, boxes, etc.) at any time. Rental vans are not permitted for this purpose.

Furniture deliveries are treated as moves and require scheduling through the management office and a security deposit of \$500. Deliveries are permitted Monday through Saturday from 9:00 am to 4:00 pm. Sunday deliveries will be denied.

Moving Procedures

Listed below are the procedures to be followed by all residents when moving in/out. .

1. All moves will be supervised by the building staff.
2. **Moving Hours**
Weekdays, 9:00 a.m. to 4:00 p.m., **with no exceptions**. No moves are permitted on the following holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
3. Only one (1) move per building per day is permitted.
4. **Assignment of Moving Dates**
The Management Office must receive the following documentation prior to the requested moving date
 - A \$500.00 check, payable to Vernon Woods Apartments, Inc.
 - Moving Information Request Form / Indemnity Letter.You must confirm with the Management Office that the date requested for your move is available.
5. **On Actual Moving Day**
The resident must notify the Management Office when the move is about to commence so that staff can install protective elevator pads and secure doors. When the move is complete, the Management Office should again be notified so that staff may perform a walk-thru and confirm that there has been no damage to the common areas, including elevators, halls, doors and landscaping.
6. **Removal of Refuse**
It is the responsibility of the parties moving in to the building to remove all wrappings, packaging, and cartons associated with their move from the premises. All refuse must be broken down and disposed of in the dumpster behind building 181 and not left in the compactor rooms, halls, stairways or curbside.
7. Any moves contrary to the above rules will result in loss of the \$500 deposit since the check will be deposited immediately. If there is any problem with the deposit check, Vernon Woods will charge the account of the shareholder.
8. **Return of the Move Deposit**
Upon completion of the walk-thru, confirming that there was no damage to Vernon Woods' property, and upon confirming that the resident complied with all the moving procedures, the Management Office will return all deposits to the resident.

I/We have read the above move-in procedures. Should I/we violate these rules, Vernon Woods will withhold, at maximum, the amount of my/our moving deposit.

Applicant (Print Name)

Applicant Signature

Co-Applclicant (Print Name)

Co-Applclicant Signature

Building & Apartment Number

Date

Applicant Daytime Phone Number

Co-Applclicant Daytime Phone Number

Moving Procedures

This form should be completed and returned to the Management Office with your \$500.00 Security Deposit.

Name	
Address 1 (Forwarding address if moving out)	
Address 2	
Daytime Telephone Number	()
New Telephone Number	(914)
Move-In Date Requested*	Move-Out Date Requested*
Time (Circle One)	AM PM
Alternate Move-In Date*:	Alternate Move-Out Date*:
Time (Circle One)	AM PM

*Requested moving dates are subject to availability as per the "Move-In / Move-Out Procedures"

INDEMNITY

We / I, _____ Shareholder(s)/Tenant(s) (circle one) of Unit # _____ located at _____ Pearsall Drive, Vernon Woods Apartments, Inc.(the Corporation) hereby agree to hold the Corporation harmless against any and all claims, damages, suits or causes of action, including any reasonable attorney's fees incurred by the Corporation to defend any cause of action for damages resulting from injury to person or property sustained in or about the property of the Corporation, including, but not limited to, the buildings, sidewalks, gardens, and parking lots, as a result of and during the moving of my/our possessions into or out of the building.

Applicant (Print Name)

Applicant Signature

Co-Applicant (Print Name)

Co-Applicant Signature

Date

Date

For Vernon Woods Management Use Only

Name: _____

Building and Unit #: _____

Approved Move-In / Move-Out Date / Time: _____

◇ Garage Card

◇ Health Club Key

◇ Parking Sticker

Shareholder vs. Co-op Responsibilities

As a cooperative, repair maintenance of an apartment is different than in other multi-family dwellings.

Generally, the responsibility of the inside of any apartment belongs to the shareholder. Shareholders are responsible for all the plumbing found outside of the wall including local water shut off valves, bathroom fixtures and tiles, floor covers, all electrical appliances, kitchen cabinets, radiator heating vents, the exposed natural gas pipe, valve and flex hose behind the stove, repair and painting of walls and ceilings, the electrical installation inside and throughout the apartment from the switch box, the top lock of the entry door, the cleaning of local plumbing lines from temporary blockages and the cleaning maintenance of co-op structures like windows, entry doors and saddle.

Similarly, shareholders are responsible for any modifications or additions to the structure of the apartment unit, including but not limited to in-the-wall standard plumbing like addition of supply water for a refrigerator or dishwasher, and wall cover structures like paneling, mirrors, double walls, moldings, drop ceilings, wall tiles, etc.

Repairs and maintenance of the infrastructure of building including plumbing located inside the walls, standard heating elements, windows, entry doors, bottom locks and doorbell and common areas are the responsibility of the cooperative.

Finally, shareholders are responsible for repairs and replacement of co-op property damaged accidentally, as a result of negligence or removed without the consent of the Board or management office.

Maintenance/Repairs

The Vernon Woods maintenance staff is available for limited repair work on a fee-for-service basis. Shareholders must contact the management office to arrange for service. A schedule of fees is available through the management office. No repair request from a tenant of a shareholder will be honored without the shareholder's written consent. Instead, tenants of shareholders must direct their repair requests to the shareholder (i.e., the tenant's landlord).

In emergency situations (e.g., water overflows) shareholders or tenants of shareholders are urged to call the management office (or Security after office hours). The Vernon Woods maintenance staff will assist and/or provide repair service to the point of averting the emergency or bringing it under control. Any subsequent repairs that fall under the shareholders responsibility will need to be addressed by the shareholder.

Shareholders and tenants of shareholders are urged to report any problems in their units to the management office, even when the responsibility for the repair has not been established. The same applies to common areas outside apartment units and throughout the complex. The Board, the management office and shareholders have a vested interest in avoiding emergencies and keeping the property in good operating order.

Work Order Requests

All work orders **must be scheduled through the management office**. A work order will be issued by the Management Office to a member of the maintenance staff. This process allows management to monitor and follow up on all work when necessary.

Work order requests will only be accepted from shareholders.

Tenants of shareholders **must** have their landlords contact the management office to authorize any work order or other necessary repair. This authorization must be received by the management office prior to any work being performed.

All billable work performed by the cooperative's maintenance staff will be charged to the shareholders' monthly maintenance.

Exterminator Service

Common areas are exterminated on the second Wednesday of every month. Extermination services for individual apartments are provided to residents on the second Saturday of every month. Residents interested in this service must register with the management office and be available to provide access to the exterminator. General service times are listed below for each by building. This service is included in the maintenance charge.

Residents may empty cabinets under both, kitchen and bathroom sinks, for a more effective treatment.

Buildings 98, 104, 110	10:00am – 11:15am
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Buildings 161, 171, 181	10:45am – 12:15pm
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Buildings 154, 166, 180	11:45am – 1:15pm
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Garbage Disposal / Recycling

INFORMATION REGARDING THE PROPER DISPOSAL OF GARBAGE

1. All food remains and non-recyclable household refuse **MUST** be placed in tied plastic bags and disposed through the compactor chute and pushed down.
2. Cat litter or disposable diapers should be **double-bagged**, sealed and placed on the floor of the compactor room. Cat litter should **NEVER** be pushed down the chute.
3. All bottles and jars should be washed out thoroughly, placed in tied plastic bags and placed on the floor **INSIDE** the compactor room on each floor.
4. **DO NOT THROW ANY SHARP OBJECTS OR GLASS DOWN THE COMPACTOR CHUTE.**
5. All untreated carton (not wax coated or soiled) should be completely emptied, broken down to a compact size, **BAGGED**, and placed on the floor of the compactor room (if it fits). If it doesn't fit, the bagged cartons should be placed outside of the compactor room door **ONLY** in the early morning before 8:00 a.m. prior to the porters' arrival. **DO NOT** leave any garbage in the halls the night before. **DO NOT** leave crumbs or other food remains in boxes.
6. Newspaper recycling: Newspapers are collected by 9:00 a.m. Newspapers should be placed neatly on the floor of the compactor room. Alternatively, you may place newspapers and magazines outside of the compactor room between 6:00 am and 8:00 am if there is no room inside.
7. Large items such as, furniture, stoves, bathroom fixtures and small appliances must be brought to the garbage area behind 181 Pearsall Drive. **DO NOT** place these items or any type of bulk garbage at the curb in front of the buildings or in the stairways. Please refer to the "Freon Policy" within this package for proper disposal of air conditioners or refrigerators.
8. Ground-level apartment residents need to place their garbage in sealed plastic bags at the curb in the early morning between 6:00 am and 8:00 am Please do not dispose of garbage through any of the litter receptacles in the landscaped areas as this may attract animals.

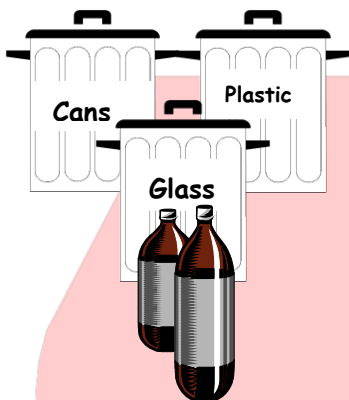
We ask your cooperation to keep Vernon Woods clean and beautiful.

Westchester County Recycling Rules

Westchester County has adopted **MANDATORY RECYCLING RULES**, which the City of Mount Vernon must adhere to. The rules require all residents of Vernon Woods to do the following:

- a) ALL FOOD AND BEVERAGE CONTAINERS MUST BE THOROUGHLY RINSED AND CAPS MUST BE REMOVED. LABELS DO NOT NEED TO BE REMOVED
- b) ALL NEWSPAPERS must be separated, kept dry and bundled, not bagged. Only glossy inserts sold as part of the newspaper may be included. No magazines or business mail inserts.

If you have any questions, please call the Management Office at (914) 668-9591 between 8:30am and 5:00pm.



Clear, brown, green glass used as food and beverage containers **ONLY**.



All H.D.P.E. and P.E.T. containers (used for food, beverages, laundry detergent, shampoo, and marked codes 1&2).



Tin and other metals used as food and beverage containers **only**.

Freon Policy

Refrigerators and air conditioners **must** have a sticker from a Commercial Refrigerant Extractor placed on them indicating that Freon has been removed before being placed in the garbage area as per the Environmental Protection Agency (EPA) regulations.

When purchasing a new refrigerator or air conditioner, residents are expected to arrange with the vendor of the new appliance the removal of the existing one from the property. Alternatively, residents may call Prisco Television and Appliance at (914) 664-7999, or any other certified vendor to comply with the EPA regulation.

Violation of the EPA law will result in a major fine by both the EPA and the co-op.

Security

Vernon Woods security personnel are on duty 24 hours a day, seven days a week and are located at the entrance of the complex.

Security personnel ensure that visitors are announced and that previously approved contractors, moves and deliveries are given access. Security also acts as a point of contact for building issues or emergencies when the management office is closed (after 5:00 pm or on weekends).

Security may be reached at (914) 668-4310.

Parking Regulations

Each unit in Vernon Woods may register one vehicle with the management office. A parking sticker will be assigned to the registered vehicle (including motorcycles) and must be permanently attached to that vehicle. In order to receive a parking sticker, valid registration and certificate of insurance must be provided. When replacing a registered vehicle, residents must return the previously issued parking sticker and provide documentation for the new vehicle. **Additional vehicles must be parked offsite unless a garage is rented.**

Special passes will be issued to residents for temporary replacement vehicles when the registered vehicle is being serviced and offsite. Documentation supporting offsite location of the registered vehicle is required to obtain a special pass.

Garage spaces are available for lease for a minimum of one-year. Currently, parking garage spaces are \$80.00 per month. Vehicles registered to park in the garage may not park outdoors from 12:00 am to 7:00 am and will be subject to a \$20 overnight charge if parked during these times. To inquire about leasing a space, please contact the Vernon Woods' management office.

Vernon Woods offers overnight guest parking which commences at 12:00 midnight. There is a \$20.00 per night, per vehicle for overnight guest parking and shareholders will be charged through their maintenance. Overnight guest parking charges for tenants will be added to the landlord's maintenance invoice.

Parking is only permitted in marked spaces. No parking is permitted in fire lanes, grassy areas and other restricted marked locations. Illegally parked vehicles may be towed at the owner's expense.

Vernon Woods Apartments, Inc. Parking Agreement

I, _____, certify that I am the occupant of _____ Pearsall Drive, Apartment _____. I own / rent (circle one) this apartment. I am the owner and/or operator of the following vehicle:

Make: _____ **Model:** _____ **Year:** _____ **Color:** _____

License Plate State / Number: _____

This application must be accompanied by a copy of your vehicle registration. Please return this completed form to the Management Office as soon as possible after Closing or lease signing for processing.

VERNON WOODS PARKING RULES

1. Only vehicles displaying the **current** Vernon Woods parking sticker, vehicles with valid guest passes or special parking passes may be parked overnight on Vernon Woods property.
2. **Parking stickers must be attached to the right-hand back side of the rear view mirror.** Parking stickers, guest passes and special passes must be displayed prominently at all times. Guest or special passes are non-transferable and can only be used for the specified date noted on the pass. New parking stickers or special passes will be issued only if the old sticker / pass is returned to the Management Office. Parking stickers must be returned upon moving from Vernon Woods.
3. Any guest visiting Vernon Woods **must** obtain a guest parking pass at the security gatehouse before entering the grounds. Guest passes will only be issued if the resident is home to authorize admittance. Guest parking privileges are intended for **guests only** and are **not** to be utilized for the parking of resident's secondary vehicles. Any vehicles parked on Vernon Woods property not displaying an authorized parking sticker or pass, or without license plates, current registration or inspection stickers will be ticketed and/or towed (towing fees are at the owner's expense). Vehicles parking over parking lines (taking up two spots) or parking on the grass will be ticketed.
4. Residents are reminded that overnight parking commences at 12:00 midnight. Residents will be charged through their maintenance \$20.00 per night, per vehicle for overnight guest parking.
5. Residents who plan to park a substitute vehicle that does not display a current Vernon Woods sticker **must** obtain a special pass from the Management Office. The Management Office will issue a special pass for a specified number of days if sufficient evidence is presented to warrant such pass (stolen car or accident report, garage mechanic's report, etc.). Special passes can only be issued from the management office and are not to exceed 5 days. **The security gatehouse cannot issue special passes.**
6. Vehicles parked in the fire lane and emergency access areas marked by yellow curbs are limited to fifteen (15) minutes, and **must** display their flashing hazard lights. Violators will be towed at the owner's expense. Vernon Woods is not responsible for tickets issued by the fire department if a car is parked in the fire lane (marked by yellow curbs).

Vernon Woods Apartments, Inc. Parking Agreement

7. Each unit in Vernon Woods may request **one** parking sticker. This sticker is assigned to a specific vehicle (including motorcycles) and must be permanently attached to the assigned vehicle. In order to be issued a sticker for a vehicle, the vehicle must be properly registered and inspected. Once your application and admission process has been approved, please consult the Vernon Woods Management Office for the application for your sticker. **Additional vehicles must be parked off-site unless a garage space is rented.**
8. If a resident has ONLY ONE vehicle, and he/she has a leased garage spot, he/she will receive a sticker that will indicate parking is allowed for that specific vehicle only in its designated garage spot. A vehicle with a designated garage spot **may not to park** in the outdoor lots or on Pearsall Drive. Offenders to this policy will be fined and or towed at owner's expense.
9. No trucks, limousines or other vehicle displaying commercial license plates will be permitted to park overnight on Vernon Woods grounds. Violators will be towed at the owner's expense.
10. Residents are cautioned to observe the posted speed limit of five (5) miles per hour at all times while driving their vehicle on Vernon Woods grounds.
11. Residents are not authorized to repair their vehicles on Vernon Woods grounds, nor store vehicles that are not properly licensed, or that lack current registration or inspections on Vernon Woods grounds.
12. Residents who transfer license plates to another vehicle must return the old sticker to the Management Office and present the current registration for the new vehicle. The Management Office will then distribute to you a new parking sticker for the vehicle.
13. Vehicles parked illegally as outlined in the above paragraphs can and will be fined and/or towed at the owner's expense.

I have read the above rules and understand their meaning. I will convey them to my guests and to every member of my household. I agree to pay for any fines/penalties owed by me or my guests as outlined above.

Agreed To:

Print Name

Signature

Building & Apartment Number

Date

Applicant Daytime Telephone Number

Snow Emergency Parking Regulations

The following rules are in effect when three (3) or more inches of snow is **forecast** over a 24 hour period to facilitate snow plowing

There will be no parking on Pearsall Drive. This includes the cul-de-sac at the end of Pearsall Drive. (Try to park as close to the curb as possible.) Other no parking areas include:

Large Parking Lot: Last two spaces at the end of the single row adjacent to Building 154.

Large Parking Lot: The end spaces by the chain link fence of all double rows.

Small Lot by cul-de-sac: First two spaces by the lot entrance.

Spaces with Orange Cones: Do not move cones and park in these marked spaces. This facilitates the plow.

Parked vehicles will receive parking violations (\$20) if parked in no parking areas. Drop-offs will be allowed but the driver **must** remain in the vehicle.

There will be no guest passes given out. If guests are expected, please advise them to park outside of Vernon Woods. All vehicles that previously received guest passes must be off the grounds within the first hour of snow or may be subject to towing.

The security guard on duty may direct residents to temporarily designated parking areas if necessary.

Visitors to Vernon Woods

Visitors are only permitted when residents are present to receive them. Residents wishing to allow access to visitor(s) in their absence must advise the management office in writing at least two weeks from the date of arrival. The name of the visitor(s) and expected length of stay must be stated in the correspondence. Security will not give access to any apartment. Visitor(s) must have their own set of keys.

In order to allow a cleaning professional or family member to enter Vernon Woods in your absence, security must be provided with the name of family member or cleaning professional.

Package Delivery Procedure

Residents must be at home to sign for delivery of Federal Express, UPS or other packages. Security will not sign for packages.

Residents must request in writing for an exception to policy if they wish Security to accept a package. Residents should include the carrier name and number of packages arriving in their correspondence. Package(s) must be picked up by the resident at security the same day/evening

Noise Complaints

Unreasonable noises constitute a breach of the Proprietary Lease (Section 18 (b)) which specifically bars residents from making unreasonable noises or anything which will interfere with the rights of other residents. This clause not only applies to apartments, but to any area of Vernon Woods (i.e. common areas of buildings, streets and driveways, parking lots, picnic and other recreational areas).

Similarly, House Rule number 12 prohibits making disturbing noises in general. It specifically prohibits playing musical instruments or entertainment equipment between the hours of 10:00 p.m. and 8:00 a.m.

Other House Rules address noise for specific situations. House Rule number 13 addresses carpeting requirements to reduce foot traffic noise within apartments and House Rule number 25 addresses construction noise.

Laundry Facilities

There are three laundry facilities at Vernon Woods. They are located at the following addresses:

- Building 161, basement
- Building 180
- Building 104

Laundry facilities are open daily from 6:30 a.m. to 11:30 p.m. Cards for operating the equipment can be purchased at the Hercules card dispensers in buildings 180, 161 and 104.

Laundry equipment issues may be reported directly to Hercules through the kiosk or by calling the management office.

Shuttle Van

There is a shuttle that runs between Vernon Woods and Pelham Metro North Station. The shuttle operates Monday through Friday during morning and afternoon rush hour. The shuttle does not operate on holidays or during inclement weather in which the Mt. Vernon School District is closed.

Residents wishing to board the shuttle in the morning should wait by the designated shuttle space nearest the parking lot adjacent to building 161. Evening passenger at Pelham Metro-North Station may board on the northbound side of the station.

Infants and children riding in the shuttle are required to be secured in a car seat.

Shuttle Schedule (As of May 27, 2014)

Van Leaves VW	NY Bound Train Time from Pelham	Pelham Bound Train Time from GCT	Arrives Pelham
6:15 a.m.	6:30 a.m.	5:19 p.m.	5:25 p.m.
6:30 a.m.	6:50 a.m.	5:51 p.m.	5:55 p.m.
6:45 a.m.	7:07 a.m.	6:07 p.m.	6:12 p.m.
7:00 a.m.	7:25 a.m.	6:32 p.m.	6:37 p.m.
7:15 a.m.	7:32 a.m.	6:47 p.m.	6:55 p.m.
7:40 a.m.	7:54 a.m.	7:09 p.m.	7:18 p.m.
8:08 a.m.	8:18 a.m.	7:44 p.m. **	7:49 p.m.
8:24 a.m.	8:34 a.m.	8:06 p.m. **	8:12 p.m.

**** For the last two evening trains, the resident must pay a fee of \$2.00 directly to the van driver.**

Health Club/Community (Party) Room

The Health Club at Vernon Woods is available for the use and enjoyment of all residents and accompanied guests. Daily operating hours are from 6:00 am to 11:00 pm. Those under the age of 18 must be accompanied by an adult resident. Residents are limited to two (2) guests per apartment. Any violation of these rules will result in forfeiture of access to the Health Club.

To enter the Health Club registration is required with the management office. There is a \$50.00 deposit for residents to obtain a non-reproducible access key. This deposit is refundable upon receipt of the key by the management office. Vernon Woods is not responsible for providing a second key if lost or damaged.

Facilities available in the health club are:

- 2 Racquetball courts
- 3 Outdoor tennis courts
- Aerobics/Community (party) room
- Workout room
- Kitchen facilities

Party room, kitchen and entry lounge are available for rental. There is a \$150.00 rental fee and a \$300.00 security deposit required. No alcoholic beverages are permitted unless the renter has secured a rider on his/her insurance for serving alcoholic beverages. You must give proof of this rider to the Management Office. Additionally, rentals will not be available on holidays.

Vernon Woods Apartments, Inc. Health Club Release

I/We, _____, residing at _____ Pearsall Drive, Apartment number _____, being of lawful age (over 18 years old), in consideration of being permitted to utilize all facilities and equipment at the Health Club located at Vernon Woods Apartments, Inc., do for myself (ourselves), my (our) heirs, executors, administrators and assigns, hereby release, waive and forever discharge Vernon Woods Apartments, Inc., its officers, members and agents, of and from, any claim, demand, action or right of action of whatever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries known or unknown, death, or property damage resulting from any accident, casualty, first aid treatment, or other occurrence, which may arise during my (our) use of the Health Club or any activities in connection therewith.

As additional consideration for the use of the facilities and equipment at the Health Club, for my (our) guests, I (we) agree to indemnify and defend Vernon Woods Apartments, Inc., its officers, members and agents, of and from, any claim, demand, action or right of action of whatever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries known or unknown, death, or property damage resulting from any accident, casualty, first aid treatment, or other occurrence, which may involve any of my (our) guests at the Health Club, or any activities in which my (our) guests may participate.

I (we) agree not to allow guests to use the Health Club unless I (we) am(are) personally present with them at all times, and unless each and every guest signs the Release Form (available in the Management Office or Health Club security desk).

I (we) agree that no children for whom I (we) am (are) responsible, under the age of eighteen (18), can enter and/or use the Health Club unless accompanied by an adult at all times such adult taking responsibility for any child or children accompanying him or her.

I (we) have read this document and understand all of its terms. I (we) execute it voluntarily and with full knowledge of its significance.

Print Name

Signature

Building & Apartment Number

Date

Applicant Daytime Telephone Number

Health Club Hours are from 6:00 a.m. to 11:00 p.m.

Vernon Woods Apartments, Inc.

Party Room Rental Agreement

It is hereby agreed that:

1. Shareholder (or its renter if applicable) shall take full responsibility for the actions of his or her guests. Any and all damages incurred to the building, fixtures, furnishings or grounds will be the financial responsibility of the shareholder. Additionally, the shareholder (or its renter if applicable) shall leave said premises in the same condition it was found, including the kitchen area, which must be cleaned.
2. Failure to pay for any damages resulting from the party room/dance studio rental may result in a default of the Proprietary Lease and eviction.
3. Shareholder (or its renter if applicable) and guests will have limited access to the Health Club facility (e.g., the party room/dance studio, adjoining lounge, kitchen and restrooms only). Rental of the party room/dance studio does not grant access to the racquetball courts, or gym on second floor. Smoking is **PROHIBITED** anywhere in the building. Wearing of high heeled shoes is discouraged. **LIQUOR (INCLUDING BEER) IS PROHIBITED** in the Health Club, unless host liquor liability is specifically written into a certificate of insurance, naming Vernon Woods Apartments, Inc. as an additional insured. Such certificate must be given to the Management Office prior to the date of the party.
4. Vernon Woods Apartments, Inc. will be absolved from any responsibility regarding the health and/or safety of the shareholder or renter and their guests. Since there will be no supervision of the party room/dance studio and adjoining lounge area, Vernon Woods Apartments, Inc. will not bear any responsibility for any personal injury whatsoever.
5. All guests must abide by the rules and regulations of Vernon Woods regarding guest parking. There must be no parking directly in front of the Health Club.
6. Food and beverages must not be consumed outside of the party room/dance studio.
7. No decorations are permitted outside of the party room. A fine will be assessed if adjoining areas are decorated.
8. Party room/dance studio, adjoining lounge, kitchen and restrooms must be cleaned and restored to the condition found by closing at 11:00 p.m. on the date of the event. In addition, shareholder (or its renter if applicable) and all guests must leave no later than 11:00 p.m. on the date of event.
9. The cooperative has a limited number of tables and chairs that it may facilitate when renting the Party. Shareholder must confirm exact count of tables and chairs prior to the event and must procure additional tables and chairs if necessary. Delivery and pick up of any procured tables and chairs must be coordinated with the management office.
10. If you are a renter, this Agreement must also be signed by the shareholder (owner) of your apartment.
11. Shareholder (or its renter if applicable) agree that if any of the above provisions are violated, the entire \$300.00 security deposit will be forfeited to Vernon Woods Apartments, Inc.

**Two checks must be attached to this Agreement when turning it into the Management Office.
One check for \$300.00 for the Security Deposit and another check for \$150.00 for the Rental Fee.**

_____	_____	_____
Date of Party	Time Party Begins	Time Party Ends
_____	_____	_____
Estimate of # of Guests	# of Tables	# of Chairs
_____	_____	_____
Shareholder Print Name	Shareholder Signature	

Picnic Area

Kindly observe the following courtesies:

1. The picnic area is available to residents from 10:30 am to 9:00 pm.
2. One (1) table and one (1) grill per group. Please do not monopolize the area for an extended period of time.
3. Do not relocate tables.
4. No reserved tables.
5. No loud electronic equipment.
6. No alcoholic beverages.
7. Scrape grill clean and dispose of coals. Buckets with shovels are available on the site for disposal of old coal.
8. Pack and dispose of your trash.

Pet Policy

Vernon Woods Apartments, Inc. has a NO DOG policy. Guide dogs, as defined in Section 47-b of the New York Civil Rights Law or successor statute, are permitted.

Other pets except exotic animals (which are also forbidden) may be allowed with the written consent of the Board. Pet ownership is a privilege (not a right) at Vernon Woods. If the presence of a pet is a nuisance to the community, the privilege may be revoked.

Sublet Policy

Vernon Woods allows subleasing of units as long the total amount of subleased units is not greater than 10% or 35 units. A shareholder who wishes to rent his/her unit must have occupied the unit for a minimum of two (2) years prior to the execution of the sublet.

Shareholders who wish to sublet their units are asked to contact the management office first to find out if the number of sublet units in the entire complex does not exceed the 10% maximum. In the event of a temporary moratorium of sublets a waiting list will be created for shareholders interested in subletting their units.

Subleases are to be for a period not longer than one (1) year and for no more than three consecutive years starting in January 2010. The Board reserves the right to review all lease renewals. A copy of signed lease renewals should be submitted to the management office sixty (60) days prior to the renewal date.

The current surcharge is \$.30 per share per month and is billed to the shareholder's account as additional rent. There is a \$125.00 yearly lease renewal fee and a one-time Renter's Registration fee of \$200.00.

The shareholder's tenant must provide proof of renter's insurance.

Family members occupying a unit in the absence of a shareholder are deemed to be subleasing the unit and are also subject to the Policy. No apartment unit shall be used or rented for transient, hotel or motel purposes.

Alteration Agreement

Date of Agreement: _____

Name of Cooperative: **Vernon Woods Apartments, Inc.**

(referred to herein as the "Cooperative")

Address of Cooperative: **Pearsall Drive, Mt. Vernon, New York 10552**

(referred to herein as the "Premises")

Name of Shareholder: _____

(includes the Shareholder, lessee, tenant, occupant or member of the family or guest, subtenant (if permitted), agent or employee of a Shareholder or Lessee (collectively referred to as the "Shareholder"))

Apartment Number of Shareholder: _____

(referred to herein as the "Unit")

Address of the Shareholder: _____ Pearsall Drive, Mt. Vernon, New York 10550

(referred to herein as the "Unit Address")

Name of Contractor: _____

(referred to herein as the "Contractor")

Address of the Contractor: _____

This Agreement is made as of the date set forth above, by and between the Cooperative, the Shareholder and the Contractor:

Whereas the Shareholder has requested permission of the Cooperative to perform certain work, labor and services ("Work") within the Unit, and

Whereas the Cooperative requires certain protection relative to possible injuries by employees of the Contractor; and

Whereas there is other good and valuable consideration passing between the parties hereto,

Now Therefore, it is hereby Agreed that:

- 1) The Contractor, in its own name and naming the Cooperative as an additional named insured in its insurance policies covering the Work at the Unit and the Premises, agrees that it shall, prior to the commencement of any Work of any type whatsoever at the Unit and the Premises, including but not limited to construction, reconstruction, renovation, repairs, painting, plumbing, electrical, heating or maintenance (collectively referred to herein as the "Work") within the Unit at the Premises, it will obtain and maintain in continuous effect for the full period while the Work is being performed at the

Alteration Agreement

Unit and Premises, policies of insurance providing coverage in the limits and subject to the conditions hereinafter set forth.

- 2) The Contractor shall supply an original of the Certificate of Insurance to the Cooperative naming the Cooperative as an additional named insured, which Certificate shall provide, among other things, that it shall not be materially changed nor shall the insurance be canceled without first providing the Cooperative with 60 days prior written notice of same.
- 3) The Contractor shall defend, indemnify and hold the Cooperative, its Managers, officers, agents, servants and employees harmless from and against all liability, loss, injury, damage, claims, demands, costs, judgments fees, reasonable attorneys fees costs and disbursements arising out of the performance of the Work in the Unit or the Premises resulting from any cause whatsoever other than the negligence of the Cooperative.
- 4) Prior to the commencement of the Work, the Contractor shall obtain at its sole cost and expense the required insurance from an insurance company licensed in the State of New York, carrying a Best's financial rating of "A" or better and the Contractor shall provide evidence of such insurance to the Cooperative in the form of a Certificate of Insurance. The policy or certificate thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Cooperative by certified or registered mail, return receipt requested, with a copy to the Cooperative's Managing Agent by certified or registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and the Cooperative.
- 5) If at any time any of the policies required herein shall, in the sole discretion of the Cooperative, be or become unsatisfactory to the Cooperative, in form or in substance, or if the company issuing any such policy shall, in the sole discretion of the Cooperative, be or become unsatisfactory to the Cooperative, the Contractor shall upon notice to that effect from the Cooperative, promptly obtain a new policy, submit the same to the Cooperative for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, any agreement between the Shareholder and the Contractor, at the election of the Cooperative, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out of maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the Cooperative.
- 6) The Contractor shall provide proof of the following insurance coverage:

Alteration Agreement

a) Workers' Compensation. State Workers' Compensation Board certificate form C-105.2 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB - 120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

If the Contractor is self-insured for Workers' Compensation, the Contractor should present a Certificate from the New York State Workers' Compensation Board evidencing that fact.

b) Employer's Liability with a minimum limit of \$1,000,000.00.

c) General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 naming the Cooperative as an additional insured. This insurance shall indicate on the certificate of insurance the following coverage:

- i) Premises - Operations.
- ii) Broad Form Contractual.
- iii) Independent Contractor and Sub-Contractor.
- iv) Products and Completed Operations.

d) All policies and Certificates of Insurance of the Contractor shall contain the following clauses:

- i) Insurers shall have no right to recovery or subrogation against the Cooperative (including its Managers, officers, agents and employees), it being the intention of the parties that the insurance policies to effected shall protect both parties and be primary coverage for all losses covered by the above - described insurance.
- ii) The clause "other insurance provisions" in a policy in which the Cooperative is named as an insured, shall not apply to the Cooperative.
- iii) The insurance companies issuing the policy or policies shall have no recourse against the Cooperative for payment of any premiums or for assessments under any form of policy.
- iv) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

e) Company's Automobile Insurance Policy.

7. The Shareholder shall defend, indemnify and hold the Cooperative, its Managers, officers, agents, servants and employees harmless from and against all liability, loss, injury, damage, claims, demands, costs, judgments,

Alteration Agreement

fees, reasonable attorneys fees costs and disbursements arising out of the performance of the Work in the Unit or the Premises resulting from any cause whatsoever other than the negligence of the Cooperative.

8. The Cooperative and/or its agent shall be allowed to inspect the unit as such times as the Cooperative and/or its agent chooses while the work is progressing and at the conclusion of the work. If the work being performed or completed in the unit is not in accordance with the plans approved to the board, then there will be a fine of up to \$2,500.00, as determined by the Board, imposed on that shareholder as additional Common Charges which are due and payable within thirty (30) days after the Shareholder is billed for same. Additionally, it will be the shareholder's responsibility, at the shareholder's sole cost and expense, to immediately remove the non-approved work and restore the unit to its original condition.
9. In the event the Shareholder violates the Renovation Procedure set forth in the House Rules and/or this Resolution, the Cooperative shall have the right to impose a fine and/or administrative fee in an amount up to and including \$250.00 for each day the work is being performed in violation of the House Rules or the Renovation Procedure. The amount of the fine and/or administrative fee shall be payable in full by the Shareholder as additional Common Charges within thirty (30) days after the Shareholder is billed for same.

In Witness Whereof, the parties have affixed their hands on the date first above set forth.

Shareholder:

Contractor:

By:_____

Cooperative: Vernon Woods Apartments, Inc.

By:_____

Renovation Procedure

**Vernon Woods Apartments, Inc.
Pearsall Drive
Mount Vernon, NY 10552**

In the event the Shareholder seeks to undertake a renovation or reconstruction in the Unit, the Shareholder must comply with the following procedures:

Procedure for Renovations in your Unit.

1) All repairs, renovations and alterations of any type must comply with the Building Code of the Municipality in which your building is located.

2) The Cooperative must approve any renovations and alterations pursuant to its Occupancy Agreement, By-Laws and House Rules procedure;

a) Plans must be submitted to the Cooperative with a request for approval. These plans should be prepared by either a licensed architect or engineer, or if the Cooperative so elects, by a person qualified to prepare such drawings and plans;

b) The plans must be reviewed by either an engineer or architect, at the expense of the Shareholder or at the Cooperative Board's option, by a committee or representative of same. If the alterations or improvements are structural, we would recommend that an engineer or architect prepare the plans;

c) The Cooperative's architect or engineer, if required, must approve the renovations prior to the Cooperative issuing its approval. Again, if the alterations or improvements are structural, we would recommend that an engineer or architect review the plans.

d) The Shareholder must submit a copy of the contract with the contractor who is doing the renovations and/or alterations, which contract must include a clause prohibiting the contractor from filing a mechanics' lien against the Cooperative.

e) The Shareholder must execute a hold harmless agreement agreeing that if there should be any claim as a result of the renovations and/or alterations, the Cooperative will be held harmless as to same. If you wish, I can supply a copy of same.

3) The Shareholder must, after the Cooperative gives its approval, submit the plans to the municipality in which your building is located and apply for a building permit. If the municipality requires any changes in the proposed

Renovation Procedure

renovation / alterations as approved by the Cooperative the Shareholder must secure the Cooperative's approval as to the changes.

- 4) The Shareholder cannot start construction until a building permit is issued.
- 5) The Shareholder must have a written contract with the Contractor doing the work and that contract must contain a broad form "hold harmless and indemnity" provision in favor of the Cooperative. The Contract must also name the Cooperative as an additional insured on the certificate.
- 6) The Shareholder must sign an agreement with the Cooperative and the Contractor in the language as annexed hereto as Exhibit A.
- 7) The Shareholder must supply a copy of an insurance policy regarding the renovations / alterations, which policy must cover both liability and workers compensations insurance and must insure the Cooperative.
- 8) If electrical or plumbing work is being performed, it must be done by a licensed contractor.
- 9) A Certificate of Occupancy must be issued by the Municipality in which your building is located as to the renovations / alterations.
- 10) All fees and permits must be paid for by the Shareholder.
- 11) All work must be performed only between the hours of 9 a.m. and 5 p.m., Monday - Friday.
- 12) Materials must be transported and delivered as designated by the Managing Agent.
- 13) There is to be no disruption of essential services in the Cooperative.
- 14) A plan for removal of debris must be submitted and approved by the Cooperative.
- 15) The Shareholder must agree that if in the sole discretion of the Board of Directors, the work creates a danger to the building or the possibility of damage to the building, the work will be immediately halted and will not be resumed until the damage and/or damage issue is fully resolved to the satisfaction of the Board of Directors in its sole discretion.
- 16) The Cooperative maintains the right, in its sole discretion, to approve and/ or disapprove any requests for renovations / alterations, pursuant to the relevant Cooperative documents.

Renovation Procedure

VERNON WOODS APARTMENTS, INC.

Dear Shareholder:

The New York State legislature has enacted a Workers' Compensation Reform Law which may have a significant impact on our Cooperative by increasing the liability of the Cooperative for serious injuries sustained by Contractors or their employees while working at the Cooperative.

We have received a letter from our attorney, who has been contacted by an insurance representative, and they have advised us that we must now require written consent before any work is performed in the Cooperative, whether in an individual's apartment or in the building's common area by anyone other than the actual apartment occupant. The definition of work includes construction, reconstruction, renovation, repairs, painting, plumbing, electrical, heating or maintenance by any Contractor or person other than the Shareholder or occupant. The Cooperative requires that before it can give its consent to any Work that there be a written contract between the Shareholder / Tenant and the contractor which provides, among other things, that the Contractor shall name the Cooperative as an additional named insured on its insurance policies and must also agree to hold the Cooperative harmless and indemnify the Cooperative, its Managers, officers, agents, servants and employees.

In the event there is no written contract or the contract does not contain the required language, or if work is done without the Cooperative's permission, and an employee of the contractor is injured, then the Cooperative can be held liable merely because it is the property owner where the injury happened. This liability can very adversely affect the Cooperative's loss experience and may result in a substantial increase in the future insurance premiums.

Additionally, in order to protect the Cooperative and assure that in the event of major renovations and repairs the appropriate steps are taken to assure the consent of the Cooperative to the repairs, the Board has also passed a formal policy as to renovations and major repairs.

In light of the above, your Board of Directors has enacted a resolution amending the House Rules and Regulations to add a new provision which requires that before any Work is performed in any unit, the Shareholder (or the tenant or sub-tenant, if allowed), must enter into a written contract which contains insurance, defense and indemnification language as is acceptable to the Cooperative. In the event that the Shareholder does not obtain such consent or does not enter into a contract, in addition to a fine or administrative fee payable by the Shareholder, the Shareholder or person in whose Unit the work is being performed may be personally liable for any damages sustained by the Contractor or Contractor's employee who is injured in the Unit.

This is a very significant matter and will be strictly enforced by the Cooperative. We suggest that you review same and should you so desire, consult with your insurance representative or legal counsel.

© Finger & Finger, A Professional Corporation

Refinance

LAW OFFICES
FINGER & FINGER
A PROFESSIONAL CORPORATION

KENNETH J. FINGER
DOROTHY M. FINGER
CARL L. FINGER

158 Grand Street
White Plains, New York 10601
914 949-0308

September 15, 2016

TO THE OWNER OF AN APARTMENT AT VERNON WOODS APARTMENTS INC.

Re: Vernon Woods Apartments Inc.
Cooperator:
Premises: Pearsall Drive
Mt. Vernon, NY 10552

Dear Cooperator:

The within law firm is general counsel to and transfer agent for Vernon Woods Apartments Inc. You have requested that the cooperative sign and affix its corporate seal to your lender's recognition agreements concerning the refinance. We are sending this letter to help you facilitate the refinancing of the apartment and avoid any delay. The Cooperators(s) must be in good standing with any and all open maintenance and arrears having been paid in full.

The following is a list of documents that we shall require **PRIOR** TO COMPLETING THE Recognition Agreements. Copies are sufficient for review but the originals must be brought to our office for completion.

1. A copy of the consent by the holder of the first loan agreeing to the secondary financing.
2. A copy of the appraisal from the new lender showing the appraised value of the unit (the total of the first and second loan combined cannot exceed 85% of the appraised value).
3. Copies of the W-2's for the Cooperator(s) for the past two (2) years.
4. Copies of the Mortgage Commitment and Truth in Lending Statement from the new lender showing the balance of the first loan.
5. There is a fee of \$250.00 for the review of the above documents, application of cooperative seal and corporate execution of the recognition agreement which must be paid before the completed agreements can be released.

If you have any questions concerning the above, please contact this office at the above number.

Very truly yours,
Closing Coordinator: Dan Ballone
CA@fingerandfinger.com
(914) 949-0308 Ext. #4

Acknowledgement of Receipt of Co-op Living at Vernon Woods Publication

Agreement and Acknowledgement of Receipt of Co-op Living at Vernon Woods Publication
Shareholder or Subtenant:

I acknowledge that I have received a copy of the Co-op Living at Vernon Woods Publication, which contains vital information on the Cooperative's policies and procedures.

I understand that this handbook's policies are a list of basic, multi-family dwelling, "Do's and Don'ts." The House Rules must be strictly adhered to in order to prevent community disturbances. Following these House Rules will enable all residents to enjoy their right of quiet enjoyment. Violation of these rules, after due notification, can result in fines of \$30.00 per week until the violation is corrected. This agreement supersedes all prior/contemporaneous inconsistent agreements.

I understand that the Cooperative may change its policies, procedures and benefits at any time at its discretion, as well as interpret or vary them however it deems appropriate.

I have read (or will read) and agree to abide by all policies and procedures contained therein.

SHAREHOLDER'S /SUBTENANT'S SIGNATURE

DATED:

ADMISSIONS COMMITTEE MEMBER SIGNATURE

DATED: