



270 BRONXVILLE ROAD

OWNERS, INC.

Bronxville Chateau

Information Guide

and

House Rules

Revised July 23, 2024

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INTRODUCTION

The purpose of this Guide is to provide all Shareholders and Residents (hereinafter “Residents”) with information and answers to questions that may arise regarding day to day living at Bronxville Chateau. This Guidebook was adopted to provide a safe, clean and harmonious environment while simultaneously protecting and enhancing each owner’s investment. Violations of the Rules can give cause for the Board of Directors to terminate any Proprietary Lease.

This document, dated July 23, 2024, supersedes any previously produced or distributed House Rules.

Please contact the Managing Agent for clarification of any of the contents of this Guide or for answers to questions not addressed.

The Board of Directors

270 BRONXVILLE ROAD OWNERS, INC.

THE MANAGING AGENT

Effective 2024, The Ferrara Management Group, Inc., was appointed Managing Agent for our property. Among the qualifications leading to their selection was the record of good service they have provided to many facilities similar to ours in Southern Westchester.

Allison McIntyre is the Agent assigned to manage our business affairs. She may be contacted at the following address and telephone number:

The Ferrara Management Group, Inc®
50 Plainfield Ave.
Bedford Hills, NY 10507
914-888-2099
914-377-5411 (Fax)
allisonm@ferraramgmt.com

Ms. McIntyre is knowledgeable about all facets of operation at the Bronxville Chateau. She may be contacted in connection with any questions or concerns you may have.

The office of The Ferrara Management Group, Inc. is open from 9:00 AM to 5:00 PM, Monday through Friday for conducting routine business matters.

Requests for service or other information should be put in writing to Ms. McIntyre through her email address or to the address listed above to ensure a timely and satisfactory response. Do **not** include letters with your monthly maintenance payments, as they go directly to a lockbox at the bank and **not** to the office of the Managing Agent.

THE BOARD OF DIRECTORS

The affairs and business of 270 Bronxville Road Owners, Inc. is conducted in accordance with the By-Laws and overseen by the Board of Directors. Each Board member is elected by the Shareholders. Elections are held at the Annual Meeting of the Corporation.

The Board, in addition to participating at the Annual Meeting, meets on an average of once a month to manage the activities of the Corporation.

No Board member enjoys special status, favor, or compensation. Therefore, it is understandable why each one, when not actively engaged in Board business, should be afforded the same right to quiet enjoyment and privacy granted to all residents.

While the Board is primarily responsible for dealing with the financial, legal, and operational affairs of the Corporation as an entity, it will be responsive to any Shareholder or resident who has been unable to obtain satisfactory solutions through other channels to matters they wish to raise relative to 270 Bronxville Road.

In order for the Board to consider and act on any such matter, it is necessary that the Board be given a complete account of the situation in writing. A letter or email to the Board, in care of The Ferrara Management Group, Inc., detailing the problem, along with an outline of what steps have already been taken to remedy the matter, will expedite a prompt response and resolution.

THE MAINTENACE STAFF

The building maintenance staff is comprised of one resident Superintendent and one full time Assistant Superintendent. The Superintendent is on duty Monday through Fridays, and the assistant Superintendent is on duty Tuesdays through Saturdays. No one is on duty on Sundays. Regular working hours are 8:00 AM to 5:00 PM.

Listed below are the 14 specified Union Holidays. **Emergency work ONLY** should be requested on these days due to the short staffing that exists.

New Year's Day	Columbus Day
Martin Luther King's Birthday	Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday
Labor Day	1 Floating Holiday

As the staff is employed by the Cooperative, **they are not permitted to perform tasks of a personal nature for individual residents during working hours.** We also ask you to bear in mind that although the Superintendent is a resident, he works a regular schedule and is off duty Saturdays and Sundays. He is entitled to the same right to privacy as all residents and should not be disturbed when off duty unless there is an **EMERGENCY.**

SECURITY

A new intercom system was installed in 2014 to control access through the lobby doors. Please use this to identify anyone seeking entry to the building. Building security is not only an issue for the Board and building staff but, as a resident, you are the first line of defense in observing and maintaining a secure environment at the property. The daily activities of all Residents can create numerous opportunities for the jeopardizing of building security. Therefore, we urge everyone to follow these simple rules:

1. If contacted on the lobby intercom system, **DO NOT** permit access to anyone you do not know or expect. Carefully screen all callers.
2. When you enter/exit the building, be sure the door closes properly behind you. **DO NOT** under any circumstances wedge, prop or otherwise force these doors to remain open while unattended.
3. When entering or exiting the building from the garage, be alert to anyone loitering near the vehicular doors. All garage residents have keys to the garage and pedestrian entrance doors and anyone waiting for access to the garage through these vehicular doors is most likely an uninvited, unwelcome intruder.
4. If you see what you believe to be unauthorized entry to the building or anyone of a suspicious nature lurking on the property, report the incident **IMMEDIATELY** to the Staff, Management or Police.
5. If you are expecting a contractor to work in your apartment or contractor's materials to be delivered, you **MUST** notify the staff a minimum of **24 HOURS** in advance. No unauthorized visitors will be permitted access to your apartment if you are not at home, unless you have **GIVEN PERMISSION IN WRITING** beforehand.

6. No furniture deliveries are permitted through the front entrance without prior authorization from the Managing Agent. All deliveries are to be made through the service entrances on either the A or B side of the building.

7. Lithium Battery Usage Ban:

No electric bikes, scooters, or similar e-mobility devices or vehicles (an L1 vehicle) using lithium-ion batteries are permitted in the Coop Units, on the terraces, or any other spaces appurtenant to the Unit, or in the common areas of the Building Property (i.e. hallways, lobbies, stairways, terraces, basement, garage, etc.) No Lessee shall permit any such vehicles to be brought into, kept, charged, or stored on the Property. In the event a violation of the aforementioned policy results in a fire anywhere on the Property, the Lessee who brought, or allowed to be brought, the L1 vehicle onto the Property, shall be responsible for all damages resulting from the fire.

8. Private-use Camera/Doorbell Ban:

To safeguard the right of privacy for all Lessees, no 'Ring' style or similar camera and/or doorbell device is permitted to be placed on or near the entrance door or doors of any Coop Unit which faces an interior Public Area (i.e. hallways, lobbies, stairways, terraces, etc.). In the event a Lessee installs, or allows to be installed, such a device, the Board will impose the appropriate fines and demand the immediate removal of said device.

9. Heat Lamps, also known as grow lights which are commonly used for the cultivating of cannabis or other plants are banned from the building, every apartment therein as well as all common areas located at the complex.

EMERGENCY ACCESS TO APARTMENTS

The Proprietary Lease provides 270 Bronxville Road Owners, Inc. the right of entry to all Residents' spaces under certain specified conditions and further requires that all Residents furnish keys to all door locks to the Corporation.

In the event of an emergency requiring entry to an apartment for which keys have not been given to the Corporation, forcible entry may be used and the cost to repair all damage caused by such entry shall be charged to the Shareholder. Such entry may include, but is not limited to, fire, smoke, and/or water seepage.

MOVING/DELIVERIES

Moving can be, according to experts, a physically exhausting and psychologically traumatic experience. It can also have an adverse effect on your new neighbors. Careful planning should produce a more efficient move lessening the impact of these conditions and having the added benefit of saving time and money. It is required that you make arrangements in advance with the building Superintendent, so that an elevator can be prepared for your use.

The following rules apply for all moves in or out of the building and all deliveries:

1. All moves in/out of the building and all deliveries, with the exception of UPS and Federal Express. **MUST** be conducted through the basement door **ONLY**. Fine for non-compliance shall be \$250.
2. The seller/sub lessee of any apartment must submit a \$500 Move In/Out Deposit, together with the Purchase Application for his/her apartment. This fee will be returned upon examination of all public areas impacted and determination that no damage has been caused as a result of the move into or out of the building and provided all Rules pertaining to the moves have been complied with.
3. All moves into/out of the building and all deliveries shall be conducted between the hours of 9:00 AM and 5:00 PM, Monday through Friday **ONLY**.

MAINTENANCE AND/OR REMODELING OF INDIVIDUAL UNITS

It is the responsibility of each Shareholder to maintain the appearance and condition of their apartment and all appliances and fixtures therein that are within the interior walls, ceilings and floors of the apartment. It is the responsibility of **270 Bronxville Road Owners, Inc.** to maintain all plumbing, electrical, steam and gas conduits in the walls, as well as the exterior of the building, hallways and other common areas.

No Resident is permitted to modify in any way the structure or appearance of any window, entrance way or external wall in any permanent or semi-permanent manner, including the application of paint. Please refer to 270 Coop House Rules Addendum 5/20/2023 Request for Non-Standardized Windows.

Residents desiring to effect structural, electrical, or plumbing modifications to their apartments must request an Apartment Renovation Application from the Managing Agent. The completed application must contain a detailed description and plan of the proposed changes, together with the anticipated commencement and completion dates for the work. Upon receipt of the completed renovation application, the Managing Agent will present it to the Board at the next regularly scheduled Board meeting for review.

Minor renovations such as painting, wallcovering, built-ins, etc. do not require Board approval, but a renovation application must be completed and filed with the Managing Agent along with Certificates of Insurance from all contractors.

Any, and all repairs or renovations must be performed by a duly licensed and insured contractor during normal weekday business hours **ONLY** (9:00 AM to 5:00 PM). No work will be permitted on Saturdays, Sundays, or Holidays. In addition, the Superintendent must be advised of any outside suppliers/laborers scheduled to perform such work in the building. The fine for non-compliance is \$250 per day, for example if the work is started without board approval, done on off hours or weekends. The only exception to this rule would be if a shareholder(s) were doing their own painting or a quiet-minor repair.

Management understands that work often goes on longer than projected by contractors. However, we owe the other shareholders some reasonable expectation of inconvenience, especially when the work produces dirt and noise. In the event the construction/renovation lasts more than one month longer than the plans provided for, fines will be levied on the shareholder. The amount of the fine will be determined by the Board of Directors depending on the severity of the problem and the extent of the delay.

The installation of a clothes washer and/or dryer is **PROHIBITED**. The fine for non-compliance is \$100 for each machine (washer & dryer) for each month, and subject the shareholder to further action from the Board.

During renovations the Cooperative has the right to periodically inspect each apartment; and may demand improper work or unauthorized modifications be corrected at the Resident's expense.

All renovation materials must be delivered through either the A or B side basement entrance. **Removal and disposal** of all renovation debris is the responsibility of the Resident and/or his/her contractor. The staff is **not responsible** for renovation debris disposal. Under no circumstances is this debris or large household items (carpets, sinks, vanities, appliances, etc.), to be placed in any basement area.

TRASH REMOVAL

There is a trash chute located on each floor for the purpose of facilitating each Resident's disposal of garbage and light trash. As a matter of courtesy, and to prevent possible health hazards, it is expected that each resident will exercise care in the use of these facilities.

The following rules shall be observed with respect to refuse removal:

- i. All wet debris is to be securely wrapped or bagged in small package size to fit easily into the container provided, as well as to fit easily into the chute.
- ii. Debris should be completely drip-free before it leaves the apartment and carried to the refuse closet in a careful manner and in a drip-proof container, and then placed into the refuse container.
- iii. Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into the hopper opening, but taken to the basement trash areas. Bulky items should be disposed of at the direction of the Superintendent.
- iv. Under no circumstances should naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil-soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances, lighted cigarettes, or cigar stubs be thrown down the trash chute.
- v. No cat litter should be thrown down the chute. There are dedicated trash cans located outside the basement doors on both the A & B sides of the building for litter.
- vi. Vacuum cleaner bags must never be emptied down the chute. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through the hopper door panel & down the chute.
- vii. The Superintendent shall be notified of any drippings or moist refuse appearing on the incinerator closet and/or in the corridors.

It is each Resident's responsibility to make private arrangements for the removal of appliances, furniture, carpeting, renovation materials, etc., as the City of Yonkers will not remove such items.

GENERAL RULES

The building's public halls and stairways shall not be obstructed or used for any purpose other than the ingress or egress from the apartments in the building. The fire escapes **must not** be obstructed at any time or in any way.

1. Children shall not play in the public halls, stairways, fire escapes, garage or driveways.
2. No resident is permitted on the roof except by permission of the managing agent or superintendent, such permission to be withheld except in very special circumstances.
3. No public hall of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of the Board of Directors and consent of all Lessees to whose apartments such hall serves as a means of ingress and egress.
4. No Lessee shall make or permit any disturbing noises in the building or do or permit any actions to be done therein that will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play any musical instrument, or operate any amplified device in such Lessee's apartment between the hours of 11:00 PM and 8:00 AM the following morning if the same shall disturb or annoy occupants of the building.
5. Window air conditioners are the sole responsibility of the shareholder, and must be installed by a professional contractor pursuant to the manufacturer's installation instructions, including the utilization of exterior support brackets attached to the air conditioner chassis, not to the building wall or masonry.
6. No sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the building.

7. No bicycles, scooters or similar vehicles shall be allowed to stand or be used in the public halls, passageways, areas or courtyards of the building. None of the above shall be allowed through the front entrance of the building. Bicycles or strollers cannot be stored in the common hallways. Bikes can be stored in the communal bike room for a nominal charge.
8. Toilets and other water apparatus in the building shall not be used for any purpose other than those for which they were constructed. The cost of repairing any damage resulting from misuse of any toilet or other water apparatus shall be the responsibility and be paid for by the Lessee responsible for the damage.
9. No Lessee shall send any employee of the Lessor out of the building on any private business of the Lessee.
- 10. No animal, other than domestic cats, dogs, birds or fish, shall be kept or harbored in the building. Pets shall not be permitted to roam freely within the public areas of the building. No pigeons, squirrels, or other birds or animals shall be fed from window sills, terraces, courtyard or other public areas of the building; or on the sidewalk or street adjacent to the building.***

With respect to dogs, there is a maximum number permitted in the building and a policy that can be made available to any resident who requests it.

- 11. All dogs must always be on a leash. Cats are not permitted in common areas. Pets may not be tied outside of an apartment, on common ground or left unattended on porches, patios or at the main entrance. No resident shall keep or maintain an animal that habitually barks or cries so as to disturb the public peace. It is prohibited to walk a pet to relieve itself on the steps, terrace, or sidewalks of the building. Residents must carry bags or implement other means of picking up the droppings and disposing of them. *Disposing of droppings down a****

storm drain or disposing of cat litter down a toilet is prohibited. There are designated containers on each side of the building for this purpose. PLEASE BE CONSIDERATE OF FELLOW RESIDENTS WHEN WALKING YOUR PETS.

- 12.No radio or television aerials shall be attached to or hung from the exterior of the building without prior written approval of the Lessor or Managing Agent.
- 13.No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.
- 14.“Open House” showings of any apartment, its contents or any auction sale shall not be held in any apartment without the consent of the Lessor or its Managing Agent. These functions will require a minimum of 2 people (one person in the apartment & one person remaining in the lobby to escort the prospective looker to the apartment and then out of the building).
- 15.The Lessee will abide by all arrangements made by the Lessor with regard to the operation of the garage and the driveways thereto. (Refer to Parking Policy)
- 16.All private terrace residents must comply with 270 Coop House Rules-Addendum 4/1/2023 Regulations for Exclusive Use Decks.
- 17.With a prior request to the Lessee, the agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control odors or

exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control the situation.

18. A minimum of 80% of the floors of each apartment must be covered with rugs or carpeting and padding at least 1/4 inch thick. Kitchens, pantries, bathrooms, and closets are excluded from this rule. Special attention should be given to high traffic areas, i.e. hallways.
19. Prior to occupying an apartment, each new Shareholder shall leave a deposit of \$500.00 with the Managing Agent, as Trustee of the Corporation, to ensure the installation of the required carpeting and padding. This deposit shall be held in escrow and shall be refunded promptly upon verification of the required carpet installation.
20. If the required carpeting is not satisfactorily installed within ninety (90) days of occupancy, the deposit will be forfeited and the Board of Directors may commence proceedings to terminate the Propriety Lease.
21. Paper, cardboard, plastic, glass, and metal is to be disposed of in the appropriate container in the garbage/recycling room on the basement level. Wet garbage is to be securely wrapped and disposed of in the appropriate container. If disposing via the chutes, it must be double wrapped & securely tied before disposal in a small bag that will fit in the chute.
22. All Shareholders must carry homeowner's insurance and present certificates to the Building's Managing Agent, when requested.
23. The main terrace is for the overall use of all Residents. It is to be used as a quiet place to relax. There are to be no loud noises (music or conversation) after 11:00 PM on Friday and Saturday and after 10:00 PM Sunday through Thursday. Parties can only be organized with the approval of the Managing Agent and the Board of Directors.

24. Laundry should not be left in the machines or the laundry room overnight. Washer usage to be restricted to (3) three at a time.
25. No cooking or barbecue units are permitted on any terrace or outdoor area of the building. This is a Yonkers Fire Department regulation.
26. Exercise machines are to be placed on thick carpet with adequate padding; and are not to be used between 10:00 PM and 8:00 AM. You must have appropriate insurance to cover any damage to the building.
27. The building is pre-wired for Fios reception. Connection to the cable system is the responsibility and expense of each individual Resident and must be arranged directly with the cable TV company. No antenna of any type is permitted on the roof of the building.
28. No vehicle shall be parked for any length of time in a reserved parking spot, indoor or outdoor, without the express consent of the lessee of that space.
29. Violation of any of the above General Rules and/or of the cooperative's Proprietary Lease will subject the violator to a fine of not less than \$50.00. The amount of the fine will be determined by the Board of Directors. The amount of the fine will increase depending on the severity of the violation and the existence of the same or similar prior violations by the violator.
30. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time. These House Rules may also be added to, amended, or repealed at any time by resolution of the Board of Directors of the Lessor.

270 Coop HOUSE RULES – ADDENDUM #04012023: Regulations for Exclusive-Use Decks

Load Limitations:

NOTE: Please see the visual diagram #04012023-A.

- The load limitation for the deck center area is not to exceed 201bs. per square foot.
- A spot load within two (2) feet of the roof perimeter is not to exceed 401bs. per square foot. If this higher load is used, a 2ft. clear space must exist between each spot load (*i.e. planters/objects*).
- Where a fence divides two decks, it is not considered a roof perimeter. In this area, the load limitation is not to exceed 201bs. per squarefoot.
 - o Consider very carefully, the overall weight of the potted plants displayed on your deck.

Typical soil weights:

Topsoil, loose = 781bs./cubic ft.

Topsoil, compact= 931bs./cubic ft.

Dirt w/clay, dry= 851bs./cubic ft.

Fill dirt= 801bs./cubic ft.

Loose dirt= 104 lbs./cubic ft.

Gravel, dry= 1221bs./cubic ft.

Sand, dry= 100lbs./cubic ft.

Sand, wet= 115lbs./cubic ft.

- No loads are allowed over roof drains (*look for the flush square cut-out in the deck*)
- The roofing membrane (*the black rubber coating between the decking edge and the shingles or masonry perimeter wall*) should not be touched or compromised in any way. Plantings or objects that rest against the membrane can compromise the roof Warranty. The roof perimeter & membrane must be accessible for maintenance, so any object that sits adjacent needs to be easily removed by the Shareholder, when prompted by Coop's Staff.
- No children or guests are allowed on these exclusive-use decks without supervision by the adult owner. The deck owner shall assume full responsibility for those occupying the space.

The following product that can be used to "color coat" the exposed EPDM is:

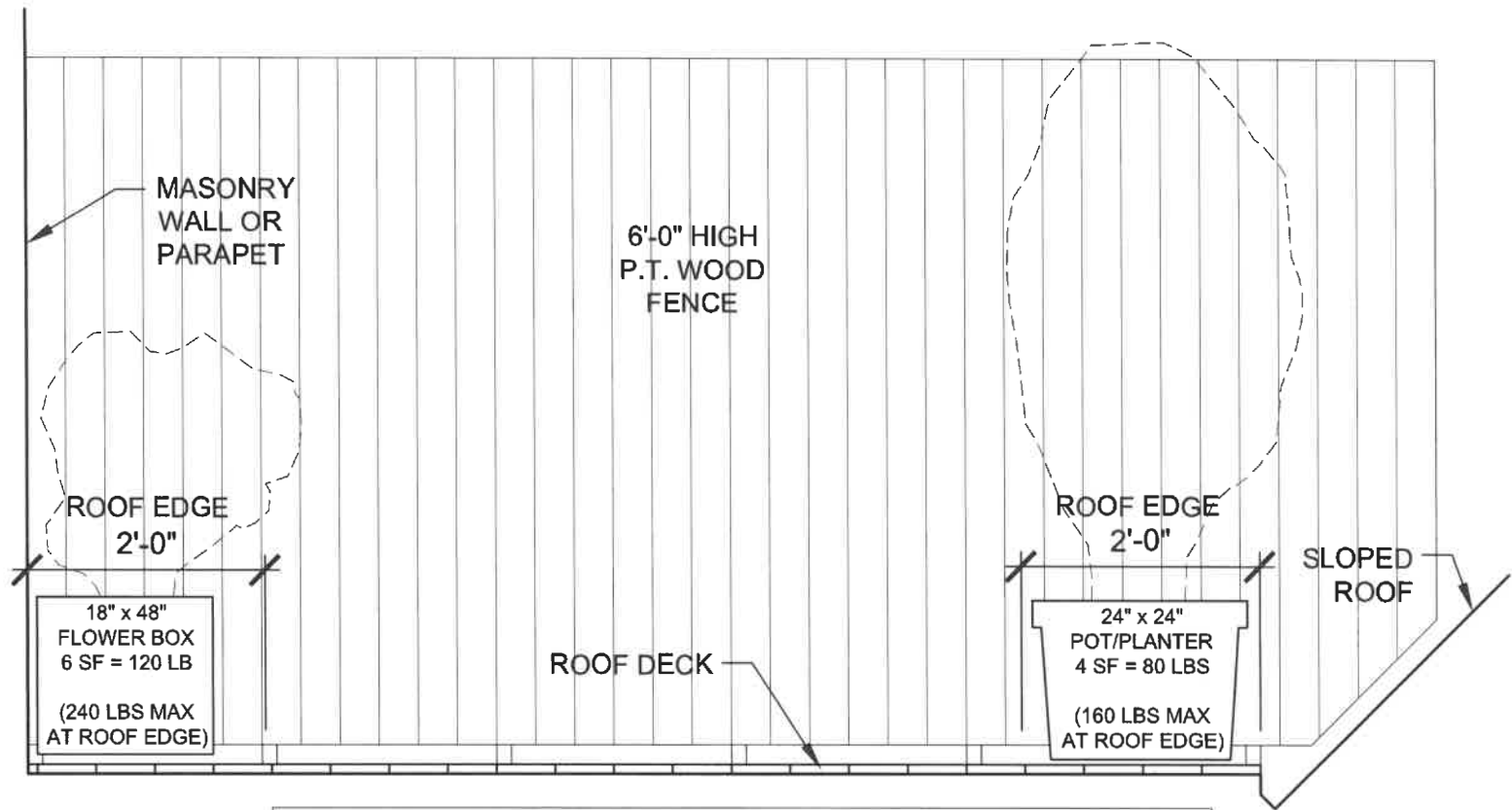
- **Firestone AcryliTop PC-100 for EPDM Systems.** Both a Base & Topcoat are needed when roller applied.
 - o The Topcoat is typically white or light gray. However, it can be custom colored with Universal Paint Tint, even though the data sheet cautions against this.
 - **New Castle Building Products** in White Plains can supply the Topcoat. **Wallauer Paint Co.** can supply the tint. Other commercial supply houses may also carry the products.
 - It is available in 5-gallon pails only and must be batch-mixed using an electric drill and paddle mixer prior to installation.

MANDATORY:

- To maintain the Coop's Roof Warranty, any deck owner wishing to color coat their EPDM is required to use the above product, and at their own expense.
- "Coop Renovation" regulations shall apply:
 - o A Coop Renovation Form must be completed and submitted with the required deposit checks.
 - o Only professionally licensed painters holding current Insurance Certificates will be considered for this work.
- Once applied, this product cannot be removed. In the event of eventual wearing, a fresh coat must be applied by the deck owner, at their own expense.

Additional Regulations:

- All plant holders must have weep holes to allow water to drain properly. In addition, to protect the decking material and roof membrane, protective trays must be placed under the plant holders, to prevent the collection of standing water in the area of the deck/roof beneath the plant.
- In the event the property has an exterior wall spigot that supplies water, the Shareholder is solely responsible for the care and maintenance of that water line and spigot device. Interior shut-off valves for that spigot must be turned *off* during cold weather to prevent a frozen-water pipe eruption in the spigot line.
- The Deck Owner is required to keep their deck area and roof drains clear of debris at all times. The roof perimeter and membrane must be accessible for maintenance, as needed.
- The building staff must be allowed to enter the deck area to perform all needed repairs to the Coop's property and advance notice will be given, whenever possible.
- Any renovations and/or enhancements to the deck area will be subject to the same process that exists for the Unit interior: The Coop Board must approve all such work before any steps can be taken and a Coop Renovation Form must be completed and submitted with the required deposit checks. Examples of such requests include, but are not limited to, added privacy, awnings or lighting in the deck area.



NO LOADS OVER
ROOF DRAINS

ROOF DECK LOAD LIMIT = 20 LBS / SF*
 *SPOT LOADS WITHIN TWO FEET OF THE ROOF EDGE CAN BE
 UP TO 40 LBS / SF IF THE AVERAGE LOAD IS LESS THAN 20 LBS / SF.

NO MATERIALS ON
SLOPED ROOFS



ROOF DECK LOAD LIMITATIONS
 270 BRONXVILLE ROAD, YONKERS, NY 10708

DATE
11-10-22

SHEET
A-1

270 Coop HOUSE RULES - ADDENDUM #05202023:

Request for Non-Standardized Windows

“Exception Windows” Replacement Policy:

1. The Board will consider a Lessee’s (aka: Shareholder) “exception” request to replace their Unit’s windows, provided the windows meet or exceed the building Standard* (*This is the MODERN WINDOW Brand*, as approved by the Board and installed in units A, B, & C in 2017*), and are an aesthetic match to the building Standard.
 - As of 2017, any proposed replacement window installed in the building must: 1) Be a double hung sash window, 2) Have divided lights (also known as muntins/mullions/grills/etc.) in a ‘6 over 6’ pattern. Smaller windows will have a commensurate number of grills.
 - The windows will have screens and the ‘Easy Tile Operation’ option to make it possible to clean the window’s exterior from the inside of the unit.
 - Code Complaint as required by the Coop’s Insurance Policy.
2. Lessee will assume all expenses of the product and installation. At such time that the Board votes to replace those windows that would involve this Lessee’s unit, and the installed “exception” windows are still viable, the Board will reimburse a pro-rated allowance (to be determined at their discretion) of their Standard* product/installation costs to only the Lessee who purchased the initial “exception” product. This allowance will not apply to future Lessees/Shareholders of said unit.
3. Lessee will assume the cost of any needed repair to these windows as long as they remain installed.
4. In the event the unit is sold or transferred to a new Lessee/Shareholder, the new Unit owner will be financially responsible for the upkeep and repair of these windows until such time that the Coop Board determines the need to replace the windows with the Coop’s building Standard*.
5. Should the Unit be listed for Sale, the Coop requires the Lessee to list this exception to the Proprietary Lease, in the Bill of Sale for the Buyer’s knowledge and consent.
6. Approval will include a mandatory fee to cover the cost of a building-appointed Architect to examine the state of the building’s structural condition once the existing windows have been removed and before installation of the new “exception” windows.
7. A Master list of all such window installations that meet this “exception” category will be kept with the appropriate documents in the Boardroom Files.

* [As of 2017] MODERN WINDOW Brand, double hung/sash, white exterior, divided light (grills/muntins/mullions), aluminum clad – no painting required.

270 BRONXVILLE ROAD OWNERS, INC.

BRONXVILLE, NY 10708

DOG POLICY

(Revised 6/19/23)

This policy supersedes the one in effect from March 10, 2023. It applies to all shareholders – both current and proposed – who have a dog or wish to acquire a dog. The Dog Policy also applies to shareholders who have or want a "weekend" dog and to shareholders who may have a "visiting" dog. For the purposes of clarification, a "visiting" dog is one that visits a shareholder but does not stay overnight; otherwise, it is considered a "weekend" dog, and an application must be made for it. Both weekend and visiting dogs are exempt from the quantity mandates listed below.

Yonkers' NY laws that pertain to the behavior of dogs, are also incorporated in the Dog Policy and shareholders must observe them.

The Board must approve an application before a shareholder acquires a dog. The Board has designated the managing agent as the person to whom shareholders will submit their applications and await approval. New purchasers who own a dog will be required to complete a dog application and have their dog seen at the time of their interview with the Board of Directors. So too, the Board reserves the right to first interview the dog of any current shareholder wishing to purchase or adopt.

The number of dogs permitted to reside in the building at any one time will be limited to twenty (20). When that number has been reached, the designated contact person will maintain a Waiting List of shareholders who have filed an application to acquire a dog. It will be based upon the date of submission to the designated contact person. Weekend dogs are not included in the building total, but an application and interview are required.

Should the number of dogs exceed three (3) per floor, the Board reserves the right to reject the application based on concerns of neighboring shareholders. In this case if the application is from a current shareholder, the Waiting List protocols shall apply.

A current shareholder who has an approved dog that dies will be placed on the top of the list, provided the shareholder notifies the designated contact by application to indicate his/her intention to replace the dog within a six-month time period (This will allow time if s/he is waiting for a litter to be born). If the shareholder cannot comply with this time frame, the next applicant will be authorized to obtain a dog.

1. Each approved shareholder is limited to one (1) dog at any one time per apartment. There is an upfront fee of \$250 for an approved dog, with a recurring yearly fee of

\$50, thereafter. The remittance schedule for the recurring payment will be at the managing agent's discretion. Periodic weekend and visiting dogs are exempt from these fees.

2. The adult weight of the dog is limited to 45 pounds.
3. New York State law requires that the dog be vaccinated and licensed and the license renewed annually. Management reserves the right to require that the shareholder produce proof of the license immediately, upon request. Failure to vaccinate properly carries a NYS fine of up to \$200. The Coop may choose to impose an additional fine, as well.
4. Upon request, the shareholder must show proof that their current Homeowner's Insurance Policy covers reparations and any lawsuit resulting from their dog's behavior. The policy must exclude the Coop and Board from any such lawsuit.
5. Dogs must be on a leash at all times. Though it is preferable that dogs be taken out through the basement exits, shareholder dogs may be walked through the Lobby. Dogs will be permitted on the Lobby Terrace, but not on any furniture owned by the Coop.
6. The following breeds will not be considered by the cooperative board.
 - All Bull terriers (including Staffordshire bull terriers - aka pit bulls)
 - All Mini bull terriers
 - Siberians
 - Chows
 - Akitas
7. Dogs are not permitted to relieve themselves on the building's property (including perimeter sidewalks). In the event this occurs, per New York State law, the shareholder must clean up after the dog. Failure to do so may result in a fine of up to \$1,500.
8. Aggressive dogs are not allowed inside the building at any time.
9. If another shareholder without a dog is on the elevator and objects to the dog being brought on, it must be kept off the elevator. If the dog is already on the elevator, the entering shareholder must decide whether or not to enter the elevator.
10. A shareholder that is either frightened or annoyed by a dog will be allowed to complain to the Board or the designated contact without the offending shareholder's knowledge of the complainant's name; however, the complaint itself must be in writing and signed by the complainant.
11. If the shareholder uses a dog walker, the dog walker must not bring other dogs into the building when picking up the dog to be walked. The dog walker must also enter/exit through the A or B side doors rather than the Bronxville Road entrance.

The following fines will be imposed based upon each instance:

1. Failing to file a Dog Application - (1) \$500; (2) Eviction of the dog
2. Excessive Barking - (1) Warning; (2) \$100 fine; (3) \$200 fine
3. Dog not on leash - Same as [2] above.
4. Dog relieving itself on building property - (1) \$100 fine; (2) \$200 fine
5. Failing to clean up after the dog - (1) \$200 fine from Coop; fine from NYS – as mandated by law.
6. All other behavior by a dog deemed inappropriate by the Board - A warning and/or fine that will be imposed at the discretion of the Board.

In the event the above remedies are not effective, the Board of Directors will seek legal redress.

OTHER PETS

Each shareholder is limited to one dog and one additional pet per apartment. The Board will allow a shareholder to house two cats in place of a dog +. Should the shareholder/applicant request to keep a different combination of pets, the Board reserves the right to reject the request based on concerns of neighboring shareholders. Refer to the House Rules for the prohibited-pets list.

New York State law requires the annual and/or periodic vaccination of all cats, and the shareholder must have available their current proof of vaccination. Management reserves the right to require that the shareholder produce that proof immediately, upon request. Failure to vaccinate properly carries a NYS fine of up to \$200. The Coop may choose to impose an additional fine, as well.

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