

HAWTHORNE GARDENS

POLICY INFORMATION

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Hawthorne Gardens Realty Corp.

910 Stuart Avenue, Mamaroneck, NY 10543

ALTERATION AND RENOVATION POLICY

Adopted October 20, 2021

In general, shareholders are encouraged to make improvements to their apartments. However, plans must be approved by the Board of Directors (the "Board") to ensure that work performed is not unduly disruptive to other residents and does not damage the structural integrity of the building.

With the exception of minor home repairs and improvement projects performed by residents themselves (i.e., laying area rugs, changing a lighting fixture, replacing a toilet seat, patching walls and painting), residents are required to submit a completed Hawthorne Gardens Alteration and Renovation application form, along with requested supporting documents and fees to the Managing Agent and the Board for review. Failure to obtain approval by the Board before making alterations to an apartment - including carpentry, installation of any appliance that involves water or gas pipes, plumbing, rewiring or other electrical work, refinishing or replacement of hardwood floors, or painting by a contractor - constitutes a violation of the Proprietary Lease and monetary fines may be assessed (see "Hawthorne Gardens Fine Policy"). Residents should contact the Managing Agent with any questions regarding whether a project may be executed by the resident without professional assistance and which projects requires Board approval.

Before using a licensed vendor, the resident must provide the Managing Agent with a signed copy of all work agreements made with contractors and suppliers, a completed Alteration and Renovation Application along with any required documentation, and a renovation deposit damage fee of \$1,000 made out to Hawthorne Gardens Realty Corp.

Building Permits. The applicant agrees to file plans with, and procure the approval of, all governmental agencies having jurisdiction over the work as required by law and deliver to the Managing Agent a copy of every permit or certification issued before the commencement of any work. The Village of Mamaroneck Building Department shall be the sole arbiter in resolving any question regarding required approvals. The Village of Mamaroneck Building Department is available 9 am – 3:30 pm at (914) 777-7731.

Required Licenses. All plumbers, electricians and contractors utilized must supply proof of their license to practice their profession in the Village of Mamaroneck.

Proof of Insurance. Shareholders must provide proof of homeowners insurance for permission to proceed with the work. Contractor(s) and painter(s) are required to carry the following insurance:

- Comprehensive personal liability and property damage insurance policies, of \$1,000,000 (ONE) million dollars each naming Hawthorne Gardens Realty Corp. as Certificate Holder and the building's Managing Agent, Stillman Property Management, and Hawthorne Gardens Realty Corp. and its officers, employees and agents named as additionally insured on the policy. The comprehensive personal liability and property damage policies must provide that they may not be terminated until ten days after written

notice to the Managing Agent.

- Workmen's compensation and employee liability insurance policies, covering all employees of the contractor(s) or sub-contractors.

Sample COIs are available on Hawthorne Gardens' Building Link platform or from Stillman Management.

Professional Review. If Hawthorne Gardens Realty Corp. is required or the Board shall deem it necessary to seek legal, engineering or architectural advice prior to granting permission, the applicant agrees to reimburse the Corporation for any and all expenses for these professional reviews. The applicant will be informed in advance if the Board finds it necessary to seek such advice.

Compliance. If requested by the Board and/or the Managing Agent, the applicant will permit a "walk through" of the area to be renovated, describing in detail the proposed renovations. The applicant will also permit inspection of the work in process at any time during the renovation period as may be reasonably requested by the Board, the Managing Agent or the Superintendent.

Handling of Asbestos and Other Hazardous Materials. The applicant agrees that asbestos in areas under construction will be abated or encapsulated at applicant's expense in compliance with all legal requirements. All other hazardous materials will be handled in accordance with legal requirements at the applicant's expense. The applicant must notify the Managing Agent as soon as any hazardous material condition(s) are identified.

Working Hours. All work by licensed professionals must be scheduled in collaboration with the Managing Agent and Superintendent to minimize noise, odors, and disruption of water and/or elevator service. Except in emergencies, scheduling of apartment renovations will be staggered to avoid undue disruption to a particular floor or side of the building.

Work by licensed professionals is allowed from 8:00 AM to 6:00 PM Monday through Friday. Any work that can produce noise which might disturb other residents is not permitted before 9:00 AM or after 5:00 PM. All workers must sign in and out each day on the form attached to the clipboard hanging in the service hallway outside the door leading to the garage.

Duration of Work. All permitted work shall be completed by the approved planned completion date which shall be no more than 60 business days from the first day of work. Any circumstances that impact meeting the agreed upon completion date are to be brought to the attention of the Board and the Managing Agent as soon as possible. Requests for extension may be approved if found warranted. Failure to complete all work within the approved time frame will be penalized at the rate of \$100 for each day (Monday through Friday) past the original specified date.

Construction Notice. Prior to starting work, the applicant must post the "Construction Notice" which is included in the Alteration and Renovation Application on his/her apartment door and on the bulletin board near the laundry room. Management will post notice of location, dates and type of work in each mailbox area.

Security, Parking and Building Access. The applicant assumes full responsibility that persons in their employ will maintain the security of the building while in the building. The applicant will also ensure that persons in their employ do not park or store their vehicles on the garage apron (driveway), in the garage, or directly in front of the building on Stuart Avenue.

The building front and back doors may not be used to deliver or remove materials, either by the applicant or a worker. All materials must be brought into or removed from the building through the rear garage entrance on the Boston Post Road. Deliveries are permitted Monday to Friday between 8:00 AM to 3:30 PM.

It is the applicant's responsibility to ensure that contractors and workers only enter via the garage and sign in and out on the sheet monitored by the Superintendent on the bulletin board near the hallway to the garage each day for the duration of the job. Violations of these policies may result in a fine to the applicant.

Removal of Debris. All debris must be removed from the building in secure containers or bags. Any discarded barrels, bags, rubbish, equipment and/or appliances, packing cartons and other materials will be removed from the building at the applicant's expense in accordance with local laws. Common areas, including the garage, may not be used as working, or storage space, including the applicant's garage spot if applicable. The garage and common areas will be kept clean and clear of obstacles. The contractor will not use the normal garbage pickup location in front of the garage; rather all debris must be fully removed from the interior and exterior garage area on a daily basis. Materials that are left and must be removed by the building staff will result in the applicant being charged a minimum cleaning fee of \$50.00 per hour. All demolition and removal of debris must be completed within two weeks. A demolition schedule must be provided by the applicant to the Superintendent.

Protect Property. All precautions must be taken to prevent dirt and dust from permeating other parts of the building during the work. Workers must lay down drop cloths to protect hallway carpets, walls, and floors. Any spills or dirt must be reported to the Superintendent and the Managing Agent and cleaned up immediately. Fees for any damage to common areas or the garage by residents or workers they employ will be determined and assessed by the Managing Agent.

Exterior Construction Equipment. Permission to use dumpsters, scaffolding, winches, pulleys, refuse disposal chutes, or other attachments to the outside of the building shall be made in writing to the Managing Agent and shall be done only with prior approval and must comply with Village of Mamaroneck permit requirements. A dumpster or container may be placed at the curb of the street or on building property for a limited time only with the approval of the Managing Agent and the Village of Mamaroneck.

Damage Deposit. The applicant will be held responsible for any damage caused to another apartment, the common areas of the building, and any injury to any persons caused by individuals they employ or by themselves as a part of the renovation project. A damage deposit of \$1,000 for all work shall be made payable to "Hawthorne Gardens Realty Corp." and delivered with the Alteration and Renovation Application. This deposit will be deposited in the Hawthorne Gardens Realty Corp. operating account until completion of all work to which the application relates. Upon completion of all work, the Managing Agent and/or the Superintendent shall inspect the common areas for damage. Upon confirmation that there is no damage to any property at

Hawthorne Gardens the Damage Deposit, or any portion remaining after the correction of such damage, shall be refunded to the applicant. Should correction of such damages be determined to be in excess of the amount paid, the applicant agrees to reimburse Hawthorne Gardens Realty Corp. for the balance within 30 days of receipt of the invoice.

Inside Walls. Residents should be aware that pipes, electrical cables and gas lines may run inside the walls and above or below floors. Residents must check with the Managing Agent and/or the Superintendent before hammering nails or drilling holes. The resident is responsible for any damage to pipes, electrical cables and gas lines caused by alterations within his/her apartment.

Plumbing Alterations. Shareholders are required to submit an HG Alteration and Renovation Application for any proposed plumbing renovation work they would like to perform in their apartment. In the application, the plumber must submit a diagram and written description of any proposed opening of walls which must include detailing all the proposed work, including valves, plumbing fixtures and connections to any branches. No work affecting feeders or risers is permitted.

If the plans call for the walls to be opened, the Managing Agent and Superintendent must be notified when the walls are open and the interior building piping can be inspected. If the Managing Agent and Superintendent determine that existing piping requires replacement, the replacement of the piping shall be performed at the expense of the Corporation. If additional verification is required, the building's plumber will render an opinion at the shareholder's expense. If it is determined that the piping must be replaced, the Managing Agent will seek bids from both the shareholder's designated contractor and the building's plumber and will determine which of these two will do the work. This process shall be expedited so as to not unduly delay any other construction work in the apartment.

For any plumbing fixtures moved to a different location, the shareholder is required to replace all exposed pipes within the walls at his/her own expense.

Notice of Water Shut-Off. The Managing Agent must provide notice to residents a minimum of three (3) weekdays prior to any interruption of water or steam heat service.

Certificate of Occupancy. Upon completion of the work, the applicant will deliver to the Managing Agent an amended Certificate of Occupancy and a Certificate of the Board of Fire Underwriters if either are required, and such other proof as may be necessary to indicate that all work has been done in accordance with all applicable building laws, codes, ordinances and governmental regulations. Failure to do so when requested by the Managing Agent or the Board will result in the applicant having to remove the alterations and restore the property to its original condition.

Changes to Policy. The Board of Directors may amend this policy. Shareholders will be notified of changes.

**HAWTHORNE GARDENS REALTY CORP.
910 Stuart Ave., Mamaroneck, NY 10543**

ALTERATION AND RENOVATION APPLICATION

Shareholder(s): _____ Apt #: _____

Telephone(s): _____ Application Date: _____

ESTIMATED START DATE: _____ ESTIMATED COMPLETION DATE: _____

Pursuant to Paragraph (a) Section 21 of the Proprietary Lease, I hereby request permission to make the specific alterations described in detail in the attached document (hereafter collectively referred to as the "work").

If permission is granted, I confirm that:

- a. I have read the "Alteration and Renovation Policy (revised and adopted Oct. 20, 2021)" and agree to abide by the provisions therein.

- b. I assume all risks of damage to the building and its mechanical systems, and to persons and property in the building that may result from, or be attributable to, the work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural, including weather tightness of windows, waterproofing of every part of the building directly or indirectly affected by the work, and maintenance of all heating, plumbing, air conditioning and other equipment installed or altered pursuant hereto. Load bearing walls will not be modified. If the operation of the building, or any of its equipment, is adversely affected by the work, I shall, when so advised, promptly remove the cause of the problem.

- c. I recognize that there will be no change in the operation of the building's heating, plumbing or electrical systems to facilitate the functioning of any equipment I may be installing.

- d. I agree to indemnify Hawthorne Gardens Realty Corp., the Managing Agent and other Shareholders or occupants of the building for any damages suffered to person(s) or property as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse Hawthorne Gardens Realty Corp. or the Managing Agent for any expense (including, without limitation, attorneys' fees and disbursements) incurred as a result of such work.

- e. I recognize that by granting consent to this work, the Hawthorne Gardens Board of Directors (the "Board") does not profess to express any opinion as to the design, feasibility or efficiency of the work.

- f. I agree that the Board's approval of this Application shall apply only to the work detailed in the rider attached hereto. No approval is assumed or implied for work other than that described. This agreement may not be changed orally. This agreement shall be binding on Hawthorne Gardens Realty Corp., my personal representatives, and me and authorized agents.

g. I agree that the Hawthorne Gardens Board of Directors shall have the right from time to time to waive any one or more of the provisions of this application, including without limitation, the Damage Deposit provided for in the Alteration and Renovation Policy Revised and adopted Oct. 20, 2021, if, in its discretion such provision or provisions are inapplicable, unnecessary or excessive in the circumstances of this particular Application.

j. My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease, pursuant to which your consent has been granted and, in addition to all other rights, the Managing Agent may suspend all work and prevent workers from entering my apartment for any purpose other than to remove their tools or equipment.

Attached hereto are the "work" documents and a rider of __pages which are made a part of this agreement.

Signature of Shareholder

Date

Signature of Licensed Contractor or Painter

Date

Telephone

Company Name and Email Address of General Contractor or Painter

Upon approval of the application, the Managing Agent shall provide written approval of the application and work may commence.

Reviewed and Approved by Managing Agent (signature)

Date

Approved by Board of Directors (signature)

Date

NOTICE OF CONSTRUCTION

There will be alteration and renovation work in Apartment_____.

Work being done:

- Painting Floor Refinishing Kitchen Reno Bathroom Reno
 Other (describe below)

Work will begin on_____and continue for the next_____days,
ending on_____.

Work is permitted only between 8 AM and 6 PM weekdays, and any work that might produce noise that may disturb other residents is only permitted between 9 AM and 5 PM.

Please contact the Superintendent or the Managing Agent at (914) 813-1903 regarding any noise complaints or other issues,

This notice is to be posted on the apartment door and on the bulletin board near the laundry room.

RENOVATION CHECKLIST

Before scheduling any work, the following must be submitted to the Managing Agent:

Completed Alteration and Renovation Application

Damage Deposit of \$1,000

Any additional required fees

Proof of Contractors and Homeowners Insurance

Proof of License for contractor to work in the Village of Mamaroneck

Work agreements (completed copies of agreements with contractors and suppliers)

Construction Notice posted

Architectural plans (if required)

Permits from the Village of Mamaroneck (if required)

Hawthorne Gardens Realty Corp.

910 Stuart Avenue, Mamaroneck, NY 10543

Bicycle Rack Policy and Agreement

Approved by Hawthorne Gardens Board of Directors on August 22, 2022

Residents may use the bike rack located on the second floor of the parking garage to store bicycles. There is an annual fee of \$25 per bicycle for use of the rack. Residents must provide their own lock for a bicycle stored on the rack. Hawthorne Gardens Realty Corp. is not responsible for any loss or damage to a bicycle stored in the rack under any circumstances.

If requested by the Managing Agent, residents must move their bicycles out of the garage within 48-hours of notice.

To rent space on the bike rack, residents need to complete this form and residents will be billed by the Managing Agent annually.

Name _____ Apt. # _____

Telephone _____

Make/Color/Description of Bicycle _____

I confirm that Hawthorne Gardens Realty Corp. is not responsible for damage to or loss of any bicycles stored on the garage bicycle rack.

Signature

Date

Hawthorne Gardens Realty Corp.

910 Stuart Avenue, Mamaroneck, NY 10543

Delivery and Removal of Furnishings and Appliances Policy

Approved by Hawthorne Gardens Board of Directors on August 22, 2022

- The Managing Agent must approve at least 3 business days in advance the delivery or removal of large pieces of furniture, appliances, construction supplies and other similarly sized objects into or out of an apartment. The Management Agent will determine if the delivery or removal request is subject to the requirements of the Corporation's Move In/Move Out policy.
- Deliveries and removals of large pieces of furniture, appliance, construction supplies and other similarly large objects are only permitted between the hours of 8:00 am to 4:00 pm, Monday through Friday with the exclusion of any Hawthorne Gardens Realty Corp. observed holiday.
- All deliveries and removals of large furniture, appliances, construction supplies and other large objects must be made through the garage entrance/exit. They may not be moved through the lobby or the front entrance.
- Protective floor coverings must be laid to protect the floors of common areas if they are determined to be necessary by the Managing Agent. The Managing Agent will coordinate padding of the elevators on the day of the delivery.
- For delivery or removal of objects by a commercial vendor, the vendor must provide the Management Agent with a Certificate of Insurance that meets the Corporation's requirements at least 3 business days before service may be performed.
- The Superintendent will inspect for any damage to common areas after a delivery or removal. The Superintendent will also report to the Managing Agent if any Board-approved building policy or House Rule was violated.
- The shareholder owning the apartment to which objects are delivered or from which objects are removed is liable for the total cost of any damage to common areas produced by the delivery or removal of an object going in or out of his or her apartment, for ensuring that the commercial vendor performing delivery or removal services adheres to all conditions of this policy, and for ensuring that all Board-approved building policies and House Rules were followed.
- If a Board-approved building policy or House Rule is violated, the shareholder will be fined according to the Corporation's current Board-approved Fine Policy.

Hawthorne Gardens Realty Corp.

910 Stuart Avenue, Mamaroneck, NY 10543

AGREEMENT FOR USE OF FITNESS CENTER WAIVER, INDEMNIFICATION AND RELEASE

Adopted June 21, 2021

I _____ as Shareholder or tenant of Apt. _____ at Hawthorne Gardens located at 910 Stuart Avenue, Mamaroneck, NY, certify that I am at least 16 years of age, and I am physically fit and suffer from no condition, impairment, disease, infirmity, medical condition or other illness (including but not limited to COVID-19) that would endanger others or prevent me from engaging in exercise or use of the Hawthorne Gardens Fitness Center (the "Center") facilities and equipment. I assume full responsibility for my medical condition as it relates to engaging in exercise. I hereby assume all risk of loss, danger or injury (including death) to myself from COVID-19 infection or other communicable illnesses or from any injuries arising from the use of the Center; and I hereby agree that I am solely responsible for any resulting illness or personal injury, including death, to myself or individuals who may accompany me, resulting from my use of the Center.

I agree that I shall not use the Center's facilities or equipment with open cuts, abrasions, sores, infections contagious conditions or maladies which may impose a health risk to others in accordance with state and local health requirements. Further, I represent that I have consulted with a physician and have not been instructed by such a physician to refrain from using the Center's equipment or not to participate in any activities of the type available in the Center.

I understand that my presence in the Center and use of the Center involves risk. I hereby assume all risk and responsibility for any accidents, damage, injury or other effect of any kind upon the health or physical condition of myself sustained as a result of my engaging in physical exercise, use of the Center facilities and equipment (and any malfunction thereof) and all other activity at the Center.

Hawthorne Gardens Realty Corp. (the "Corporation") has advised me not to bring valuable personal property into the Center. I assume full responsibility for any loss of or damage to my personal property which may occur at the Center and understand that the Corporation shall not be liable for the loss, theft, or damage of any personal property located anywhere in the Center.

I acknowledge that the Corporation will not provide any trainers or other supervision at or in connection with the Center. I agree to use the equipment and facilities of the Center without any such supervision and to use equipment only in accordance with manufacturer's guidelines.

I have neither requested nor received any express representations or warranties as to the use of the Center equipment and facilities and the Corporation has not made and does not make any actual or implied representations or warranties regarding the condition or appropriate use of the equipment within the Center.

I acknowledge that I have received a copy of the Hawthorne Gardens Realty Corp. Fitness Center Policy and agree to abide by this Policy and any amendments to them hereafter adopted. I understand the Corporation's Board of Directors (the "Board") may revise this Policy at any time. I agree that the Corporation reserves the right to refuse to admit me to the Center and may revoke my key to the Center upon determining to its reasonable satisfaction that I have materially violated the Fitness Center Policy or that I have materially breached the terms of this Agreement.

The Corporation may repair at my expense all damage or injury to the Center and its fixtures, appurtenances or equipment caused by me, and I agree to pay the Corporation on demand any amounts so expended by the Corporation. Failure to pay within 30 days allows the Corporation to pursue other legal remedies.

I agree that any dispute or question concerning the use of the Center shall be resolved by the Board and the decision of the Board shall be binding upon that person in all respects.

Waiver, Release, Covenant Not to Sue and Indemnification

In consideration of making the facility available to me, I acknowledge and agree that the Corporation is not responsible for any losses, damages, liabilities, demands or expenses of any kind incurred by me on account of or as a result of my use of the Center's equipment or presence in the Center; and I agree to indemnify and hold harmless the Corporation and its Directors, employees and Management Agent from all claims, losses, damages, liabilities, demands or expenses (including without limitation attorneys' fees and other legal costs) of any kind that may be incurred by the Corporation in connection herewith. Further in consideration of being granted permission to use the Center during this time of the threat of COVID-19, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge and covenant not to sue the Corporation or its Directors, employees, or Management Agent from any and all claims or liabilities including, but not limited to, illness and/or personal injury (including death) resulting from my use of the Center associated with the COVID-19 virus or any other condition, infection, illness or injury related to COVID-1; or with the cleaning products or materials that may have been used to disinfect for COVID-19. This waiver shall include any and all claims, demands, damages and causes of action, present or future, whether known or unknown, resulting from my use of the Center or its equipment, including, without limitation, all claims based on negligence and known defects. I agree that I will not make a claim or initiate suit against the Corporation or its Directors, employees or Management Agent in connection with the use of the Center.

I have read and understand the foregoing and have had an opportunity to consult counsel regarding this Agreement. I agree to abide by and be bound by the foregoing terms and conditions. By signing this document, I am waiving any right I or my children or successors may have to bring a legal action or assert a claim against the Corporation and its Directors, employees and Management Agent for any injury or death sustained. I expressly agree that the foregoing waiver and release of liability, indemnity agreement and assumption of risk is intended to be as broad and inclusive as is permitted by the laws of the state of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

This waiver has been executed by me and may not be used by any other person for the purpose of using the Center. I understand and agree that my key to the Center is nontransferable.

Signed _____ Date _____

If required, name of parent or legal guardian: _____

Signed: _____ Date _____

Return signed form to the Superintendent or to liaccarino@stillmanmanagement.com

Hawthorne Gardens Realty Corp.

910 Stuart Avenue, Mamaroneck, NY 10543

Memo to: Shareholders and Residents

From: Board of Directors

Re: Updated House Rules

Date: January 30, 2023

As you know, our cooperative's Proprietary Lease includes a set of House Rules that all residents are required to follow. These House Rules were first published in 1986 when Hawthorne Gardens was converted to a cooperative. Since then the rules have been updated from time to time by the cooperative's Board of Trustees in accordance with the Proprietary Lease.

The Board approved new revisions on December 15, 2022. Some additions to the House Rules and attendant policies that were approved by the Board this past year include prohibition of e-bikes, e-scooters and their batteries and charges; prohibition of video doorbells; and a new Smoking Policy. Attached is your copy of the approved House Rules. We encourage all residents to review this document

For your convenience, the House Rules and all policies and forms referenced in the House Rules are available on hawthornegardensresidents.buildinglink.com by clicking on the 'Building Library' button. Copies of the most requested policies and forms will also soon be available in the literature rack outside of the Superintendent's office. You may also request a copy of a policy or form from Stillman Management Corp.

If you have any questions, please contact John Janis at Stillman Management Realty Corp., 914-813-1900.

Thank you.

Hawthorne Gardens Realty Corp.
910 Stuart Avenue, Mamaroneck, NY 10543

House Rules

Approved by the Board of Directors on Dec. 14, 2022.

The Board of Directors of Hawthorne Gardens Realty Corp* has updated the cooperative's House Rules in accordance with the cooperative's Proprietary Lease.

As a resident, you are required to comply with these rules and ensure that they are observed by all of your family members, guests, employees and subtenants. Any questions concerning implementation of these rules should be addressed to the cooperative's Managing Agent.

*Not to be confused with Garden Homes, whose legal name is Hawthorne Gardens, L.P., the original owner of the building and its sponsor as a cooperative. Some residents still rent apartments from Garden Homes.

Hawthorne Gardens Realty Corp.

910 Stuart Avenue, Mamaroneck, NY 10543

House Rules

Adopted December 15, 2022

The following House Rules have been adopted by the Hawthorne Gardens Board of Directors (the "Board"). They are intended to promote a safe and harmonious environment for residents and staff.

All shareholders and residents, including subletters and tenants, must abide by these rules and all building policies, licenses and agreements adopted by the Board. Failure to follow a House Rule or Hawthorne Gardens Realty Corp. ("HG") policy constitutes a violation of the Proprietary Lease. An administrative fee and other fines may be charged for violations of House Rules and HG policies. See the HG Fine Policy for a list of fines.

Current rules and building policies are available on Hawthorne Gardens' BuildingLink.com platform. Copies of all rules and policies are also available from the Managing Agent.

Safe and Lawful Activity

1. All shareholders and residents must provide HG and the Managing Agent with a contact telephone number (preferably a cell phone number), an email address, and an emergency contact name/telephone number.
2. Every shareholder must provide HG with a full set of keys to access their apartment in the case of emergency. The keys are stored in a locked box in the Superintendent's office.
3. Common hallways, elevators and stairways must be kept free of all obstructions. Fire hoses in stairways must be unobstructed. Nothing may be placed in the common halls or stairways, or hung from windows, terrace railings or balconies by shareholders or residents. Nothing may be placed on exterior windowsills. Personal property (umbrellas, shoes, door mats, strollers, shopping carts, etc.) are not permitted in any common areas, including common hallways.
4. No bicycles, scooters, carriages, shopping carts or similar vehicles may be left in the common hallways, stairways, or on the grounds of the building, except in designated areas. See HG Bicycle Rack Policy, HG Garage Policy and HG Storage Locker Policy for complete policies.
5. Smoking is not permitted in any common area, including but not limited to elevators, lobby, laundry room, hallways, garage, stairwells, fitness center, and exterior walkways. Residents also must not allow secondhand smoke and noxious odors to go into common areas and other apartments. Residents who smoke inside apartments must install a "smoke eating" and

ventilation device in their apartment should a complaint be raised by a resident of a nearby apartment. See HG Smoking Policy for complete policy regarding smoking.

6. Individuals may not play in common hallways, stairways or elevators. Rollerblades, bicycles, roller skates, skateboards, hover boards, etc., may not be used within the building or the building's exterior pathways leading to entrance doors. No one is permitted on the rear lawn due to infrastructure of the space.

7. No one is allowed on the roof.

8. The Managing Agent must review and approve the installation of any window air conditioner.

9. Only wood and wood products may be burned in a fireplace. Cooking food in any fireplace, on the roof, or on a terrace or balcony is strictly prohibited. Residents must keep their fireplaces clean of accumulated ashes and debris. Fireplaces and flues will be inspected periodically. Flues are the property and responsibility of the Corporation. Fireplace boxes, dampers and smoke chambers are the responsibility of the shareholder.

10. Shareholders are required to maintain adequate homeowners insurance. Proof of current homeowners insurance policy must be submitted annually to the Managing Agent.

11. A limited number of spaces in the garage for parking licensed, registered motor vehicles are available to rent. Spaces may not be used for any other purpose than to park a car. With the exception of one shopping cart, no personal items may be stored in a parking space. Space assignments do not transfer with the sale or transfer of apartment shares. See HG Garage Policy for complete list of rules.

12. A limited number of wire storage units for storage of residents' personal items are available for rent in the garage. See HG Locker Storage Policy for complete policy information and application.

13. To prevent fires and protect the health and safety of residents, e-bikes, e-scooters and batteries and chargers for e-bikes and e-scooters may not be stored or used in any apartment or common area including the garage.

Courtesy and Respect for Neighbors

14. No shareholder or resident may decorate or furnish any hallway or any interior or exterior common area with the exception of small decorations on their own apartment door. The Board and Managing Agent reserves the right to require removal of any apartment door decoration deemed offensive to other residents, or which interferes with building operations or the safety of residents. No political messaging is allowed.

15. No unreasonable sound that can be heard outside an apartment is permitted between 8 pm and 8 am the next day.

16. The Fitness Center is available to residents who have signed and submitted the HG Fitness Center Indemnification Agreement to the Managing Agent. See HG Fitness Center Policy for complete policy and required waiver. Users of the Fitness Center must follow the rules that are posted in the space.

17. Temporary holiday lights and decorations are permitted in windows. No advertising signs are allowed in any windows visible from the outside of the building.

18. Trash chutes in the main stairways are for securely bagged household garbage only. Residents may not use the chutes before 7 am or after 10 pm. See HG Trash and Recycling Policy for complete policy.

19. Pets are allowed with restrictions. See HG Pet Policy and Registration for complete policy.

20. Laundry Room equipment is owned by the Corporation for use by residents only. Please limit use at any one time to a maximum of three machines. Laundry Room rules are posted in the space.

21. Residents must cover 80% of their apartment floors - with the exception of kitchens, bathrooms, closets and foyers - with sufficient, sound-deadening rugs or carpets with padding. Only the Board may authorize an exception to this rule.

22. Building and garage entrances must be kept clear at all times.

23. Residents are asked to be mindful when they receive a delivery left in the lobby or mail-box areas, and to pick up all personal packages within 48 hours if at all possible. If help is needed to transport a large or heavy package, please contact the Superintendent or Porter for assistance.

24. No mass, unaddressed communications may be left in any common areas of the building such as local menus, business advertisements or political flyers.

25. To protect the privacy of residents, video doorbells are not permitted to be installed on apartment doors. To request an exception to this rule, a resident must make a request in writing to the Board of Directors which will then consider the request.

Building and Management Services

26. No resident may send an employee of the Corporation out of the building during regular working hours on private business.

27. Residents may request an employee of the Corporation to do a private job inside an apartment, however, all work must be done outside of the employee's work hours. Residents assume liability for the worker(s) as well as responsibility for workmanship.

28. Residents are asked to alert the Managing Agent in writing via BuildingLink.comn, email or letter regarding any building issue that is the Corporation's responsibility.

29. Residents must make requests for work and repairs inside their apartments in writing to the Managing Agent, and are urged to utilize the work-order form available on BuildingLink.com. Work-order forms are also available on the wall adjacent to the Superintendent's office.

Maintenance of Building and Apartments

30. Residents may only use toilets, tubs and other water apparatus for the purposes for which they were designed, and not for the disposal of any sweepings, rubbish, rags or other materials. Shareholders are liable for the cost of repairs resulting from any misuse. Clothes washers and dryers are not permitted to be installed or used in apartments.

31. Windows and screens are the property of the Corporation. Mini-sashes are the property of the shareholder. Any changes to windows, including installation of air conditioners, must be approved in advance and reviewed after installation by the Managing Agent.

32. Shareholders are responsible for keeping their apartment windows clean inside and out. Residents with unsightly windows will be requested to clean them. If windows remain dirty, the Managing Agent may hire a cleaner to enter the apartment to clean them, and charge the cost of cleaning to the Shareholder.

33. Gas appliances are not permitted, including gas ranges, with the exception of pre-existing gas ranges installed prior to December 14, 2022. Any gas ranges currently in operation may be repaired but may not be replaced. All new ranges must be electric.

34. Shareholders are responsible for keeping their apartments in good repair. Minor repairs and painting performed by residents themselves, friends or family members do not require Board approval. However, larger repair work and any work performed by a professional contractor or professional painter requires approval by the Board or the Managing Agent in writing in advance. Anyone hired to do work must be licensed in Westchester County and insured. All materials and equipment must be brought in and out through the garage entrance. Residents are responsible for disposing of debris and any damage to common areas resulting from work performed in an apartment. Alteration, renovation and repair work must follow all procedures described in the HG Alteration and Renovation Policy.

35. Construction and repair work may be done only on Monday - Friday between the hours of 8:00 AM and 6:00 PM, with the exception of any HG building observed holidays. Quiet painting is permitted on weekends. See HG Alteration and Renovation Policy for complete policy.

36. Contractors, trades, movers and commercial vendors delivering or removing furniture, appliances and other large objects must use the garage for entrance and exit. No vendor is allowed to block the entrances to the garage for any amount of time. The resident utilizing the

vendor is responsible for ensuring that the vendor complies with all of the Corporation's rules and policies, including leaving garage entrances unobstructed. See Move In and Out Policy, Delivery and Removal of Large Objects Policy, and Alteration and Renovation Policy for complete information.

37. Only lightweight objects that do not require drilling to install may be temporarily attached to or hung from the exterior walls and/or the ceiling within a balcony enclosure. No other objects may be attached to the exterior of the building including antennae and lighting fixtures

38. The Board may authorize an exterminator to enter any apartment at any reasonable hour for purpose of vermin, insect or other pest control. Prior notification to resident will be given when possible. The exterminator must be allowed to visit each apartment at least once a year; the presence of a pet or objection to chemicals is no reason to for a resident to refuse an inspection and treatment. The cost of pest control treatment authorized by the Board in an apartment may be charged to the shareholder.

39. The Board or the Managing Agent must approve any group tour, real estate open house or exhibition of an apartment, as well as any in-house auction or estate sale.

40. Shareholders are requested to inform the Board or the Managing Agent in writing as soon as they decide upon a plan to sell/transfer apartment shares or to sublet an apartment. Shareholders must submit an HG Sublet Application form to the Managing Agent and receive written approval to sublet an apartment. Shareholders and subletters must follow the HG Sublet Policy and the HG Move In/Move Out Policy for complete policies.

Authority to Amend and Governance

The Hawthorne Gardens Proprietary Lease is the governing document for Shareholders' rights and responsibilities. The House Rules and Board-approved policies complement and are considered a part of, but do not supersede, the Proprietary Lease. The House Rules and Board-approved policies may be added to, amended or repealed at any time and for any reason by the Board.

Hawthorne Gardens Realty Corp.

910 Stuart Avenue, Mamaroneck, NY 10543

House Rules and Policies Fine Policy

Approved by Hawthorne Gardens Board of Directors on August 22, 2022

Renovations performed with unlicensed and/or insufficiently insured contractor	\$500
Unauthorized renovation that required Board pre-approval	\$500 - \$5000
Inadequate floor covering (less than 80%)	\$100
Violation of HG Move In/Move Out Policy	Forfeit Move Deposit - \$500
Violation of HG Delivery/Removal Policy	\$100 - \$500
Denial of access for inspection for any issue of concern to the Board or Managing Agent, including inspection of fire/carbon monoxide detectors	\$250
Failure to submit proof of home-owners' insurance policy	\$50 per month
House Rule violation not otherwise specified	\$100 - \$500
Unauthorized use of cooking grill	\$250
Late maintenance fee payment	\$50
Insufficient funds/returned check fee	\$75
Failure to breakdown cardboard before disposing, or leaving boxes and other materials in back hallway outside of dumpsters	\$50
Unauthorized sublet or occupancy of apartment	\$1,000 per month
Improper trash disposal	\$100
Failure to provide apartment entry key	\$75
Parking unregistered and/or unauthorized vehicle in the garage	\$150
Unauthorized use of washing machines	\$500
Reno or repair work extending past approved date to complete without Board-approved extension	\$100 per day
Removal by building of apartment construction debris or discarded furniture/appliances/large objects	\$50 per hour required for removal

Hawthorne Gardens Realty Corp.

910 Stuart Avenue, Mamaroneck, NY 10543

Move In/Move Out Policy

Approved by Hawthorne Gardens Board of Directors on August 22, 2022

- All moves in or out of the building into apartments must be pre-approved by the Managing Agent and is allowed only between the hours of 8:00 am to 4:00 pm, Mondays through Friday with the exclusion of any Hawthorne Gardens observed holiday (the list of those holidays are available from the Managing Agent).
- Residents should notify the Managing Agent at least two weeks in advance of the date requested. The Managing Agent must confirm approval of the day and time of the move in or move out before it proceeds.
- The Shareholder owning the apartment must provide Management with proof of current homeowners insurance policy meeting the Corporation's requirements.
- When using a commercial mover the vendor must provide the managing agent with a Certificate of Insurance that matches the Corporations' requirements a week in advance of the approved move date.
- Residents must send to the Managing Agent a \$100 non-refundable Move Services Fee made out to Hawthorne Gardens Realty Corp. in advance of the move to defray the cost of extra staff work required.
- In addition, the shareholder must provide a refundable \$500 Move Deposit made out to Hawthorne Gardens Realty Corp. to the Managing Agent in advance of a move.
 - Once the move is complete, the Superintendent will inspect building common areas for damage.
 - The shareholder is liable for the cost to repair any damage to common areas resulting from the move in or move out. If no damage occurred, the entire Move Deposit will be refunded. For damages costing up to \$500 to repair, that portion of the Move Deposit will be forfeited. The shareholder is also responsible to pay for any additional cost over \$500 to repair damage.
 - The Superintendent will report to Management if any Board-approved policy or House Rule was violated in the course of the move. If the resident violated a Board-approved policy or House Rule, the entire \$500 Move Deposit will be forfeited.

- Protective floor coverings must be laid to protect the floors of common areas (e.g. elevators, hallways) if necessary. The elevators must be padded.
- All delivery and removal of furniture, appliances and other large objects must be made through the garage and may not be moved through the lobby or front entrance. Any question regarding what objects fall under this requirement should be referred to the Managing Agent.

Hawthorne Gardens Realty Corp.

910 Stuart Avenue, Mamaroneck, NY 10543

Smoking Policy

Approved by Hawthorne Gardens Board of Directors on August 22, 2022

- Smoking is prohibited throughout all interior and exterior common areas of Hawthorne Gardens, including but not limited to the lobby, hallways, stairwells, elevators, laundry room, garage, rooftops, exterior walkways, benches and within 20 feet of any window or entry door of the building.
- The term "smoking" means inhaling, exhaling, breathing, or carrying a lighted cigar, cigarette, pipe or other tobacco product or a similar lighted product or cannabis related material in any manner or in any form, or any e-cigarette or vaping device.
- Residents are permitted to smoke within their own apartment with the door closed, but are required to prevent secondhand smoke and noxious odors from migrating from an apartment and infiltrating into common areas and other shareholder apartments. The Corporation reserves all of its rights and remedies to require that any current smoker make reasonable efforts to contain such smoke and/or odor and/or otherwise prevent the secondhand smoke and odors entering into other apartments and/or the common areas of the building. These reasonable efforts include but are not limited to obtaining the cooperation of the resident and/or demanding compliance to reduce the level of smoke or rooms in which smoking occurs; installation of fans inside apartment including smoke eater air purifier; application of weather stripping or door sweep; performing remedial work to close building gaps or cavities with foam and/or caulk to prevent the infiltration or penetration of smoke into apartments, such as via baseboards, plumbing chases, radiators, vents, circuit breaker box and electrical fixtures at the expense of the resident.
- The rationale and purpose for the implementation and establishment of this policy is the serious concerns of the Hawthorne Gardens Realty Corp. (the "Corporation") Board of Directors for the health and safety of the Hawthorne Gardens community due to the known adverse health effects of secondhand smoke and noxious odors, as well as the increased risk of fire.
- This policy applies to all shareholders, residents, subtenants, roommates, guests, invitees, employees, contractors, care givers and service personnel, including members of their immediate family (hereinafter collectively referred to as the "Resident").
- The failure and/or refusal to act in compliance with this policy shall constitute a material defect and substantial breach under the Proprietary Lease and the Corporation reserves all of its rights and remedies to terminate either or both the Proprietary Lease and/or sublease for a violation of this policy.
- Residents are advised that the Corporation's adoption of this policy does not ensure that there will be no secondhand smoke or odors within the property. Furthermore, the inability or failure by the Corporation to effectively enforce the policy and/or respond to a complaint filed regarding smoke or odors shall not be construed as a breach of the warranty of habitability or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction.

Hawthorne Gardens Realty Corp.

910 Stuart Avenue, Mamaroneck, NY 10543

Storage Policy

Approved by Hawthorne Gardens Board of Directors August 22, 2022

1. Storage lockers in the garage are assigned to residents who comply with the HG Storage Policy and License Agreement for the storage of personal belongings. Space is limited and the Managing Agent maintains a wait list for assigning lockers as they open up. Lockers are assigned on a first-come, first-serve basis. Priority is given to shareholders of the Corporation.
2. The storage locker fee is \$350 annually. A resident's first year's bill will be pro-rated to align with the period of the year that the resident began use of the locker and resident will be billed immediately upon signing the License Agreement for the locker.
3. Stored property must fit inside the storage locker.
4. Only items approved by the Board or Management Company may be stored. Acceptable items include but are not limited to books, seasonal decorations, clothing, dishes, small tools, parts or equipment, and paper files. Contents may be inspected by the Managing Agent.
5. The list of items not allowed to be stored in the lockers includes but is not limited to: paint, oil, gasoline, grease or any flammable chemicals; corrosive, toxic, or hazardous materials or waste; asbestos; construction debris; new or used batteries; weapons or ammunition; anything with a fuel tank; liquid propane tanks; oxygen tanks, aerosol or similar containers; perishable food, bagged pet food, fertilizers, pesticides, or items which are wet and could mildew; a living creature or organism, or any dead animal.
5. Residents must provide their own locks for their lockers.
6. All property is stored at residents' own risk. Hawthorne Gardens Realty Corp. is not responsible for damage or loss. Residents must rely on their own co-op or renters insurance policies in the event of loss or damage of property.
7. After due notice, the Corporation reserves the right to discard the contents of a locker if the resident has moved out and abandoned the locker, or if payment for yearly rental is more than two months in arrears.
8. The Board may revise this Storage Policy and License Agreement at any time, for any reason, at its sole discretion, with notice to residents.

Hawthorne Gardens Realty Corp.

910 Stuart Avenue, Mamaroneck, NY 10543

License Agreement for Use of Individual Storage Locker at Hawthorne Gardens

THIS AGREEMENT, made this day of _____ between Hawthorne Gardens Realty Corp. (hereinafter referred to as the "Licensor"), and _____ residing in Apartment _____ (the "Apartment"), (hereinafter referred to as the "Licensee").

1. For good and valuable consideration, Licensor does hereby let to the Licensee, and the Licensee does hereby hire from the Licensor designated space(s) for the storage of Licensee's personal property contained therein in the garage of the premises known as Hawthorne Gardens (the "Building"), such space described as Storage Locker(s) Number(s) _____ or Storage Space for (describe any additional items)

_____ (the "Storage Space") for the term of one year commencing on the date hereof and ending one year from this date. The term of this Agreement shall renew automatically for consecutive one-year periods as long as Licensee resides in the Building and pays the required annual license fee and complies with the terms of this Agreement and the rules established by the Licensor for the use of the Storage Space. Said Storage Space shall be solely for the use of Licensee. It is understood that should Licensee no longer reside in the Apartment or sell its shares in Licensor and assign its proprietary lease for the Apartment (the "Lease"), this Agreement shall be terminated as of the date of sale.

2. The Licensor or Licensor's agents shall not be liable for any damage to the Licensee's personal property so stored for any loss by fire, theft, vermin, weather, water, unexplained disappearance, negligence of Licensor or Licensor's agents, or any other cause. It is understood and agreed that the Licensee shall keep and maintain insurance on any and all property being stored within the Storage Space and that Licensor shall not be responsible to maintain insurance on the Storage Space. It is further understood and agreed that Licensee stores his or her property at his or her own risk should Licensee choose not to keep and maintain insurance. Licensee agrees to indemnify and hold Licensor harmless from any loss, damage or expense caused by Licensees' use of the Storage Space.

3. In case of damage to the garage by fire or other casualty, the Licensor shall have the option as to whether and how it will cause the damage to be repaired.

4. Licensee shall not assign this Agreement or permit the Storage Space to be used by any other person except Licensee without the prior written consent of the Licensor in each instance given.

5. Any notice, which Licensor may desire to or be required to give to Licensee, shall be deemed sufficiently given if in writing delivered to Licensee personally or sent by mail to the Licensee at the address in this Agreement. Any notice by Licensee to Licensor must be served by Registered or Certified Mail addressed to the Licensor at the office of the building's Management Company.

6. The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of Licensor and Licensee and their respective heirs, distributees, executors, administrators, successors and except as otherwise provided in this License, their assignees. This Agreement cannot be changed orally. The Licensee acknowledges that only certain items may be stored in the Storage Locker(s) and agrees that the Licensee's retention of material in the Storage Locker(s) that is in violation of the Village of

Mamaroneck or Town of Ry Fire Codes will be cause for the Licensor to terminate this Agreement. Licensor shall have the right, at anytime to enter upon and inspect the Storage Locker(s) and remove any material in the Storage Locker that violates this Agreement.

7. In the event Licensee breaches any of the terms, covenants or conditions of this Agreement or the Storage Policy of the Licensor as same may be amended from time to time, or in the event of any dispute, claim or controversy relating thereto, Licensor shall have the right to terminate this Agreement. Any dispute, controversy, or claim arising out of or relating to this Agreement or the breach thereof, shall be submitted for binding arbitration before a single arbitrator to the American Arbitration Association in accordance with its Commercial Arbitration Rules to be held in White Plains, New York, the parties agreeing that this tribunal shall be the exclusive forum for resolving all disputes. In such event, each party shall be responsible for its own costs, expenses, and legal fees regardless of the outcome. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

8. The Licensee acknowledges that it has no proprietary right to the garage or the lockers designated for storage, and the Licensee's right to the locker(s) terminates on the termination of this Agreement or the Licensee's ceasing to reside in the Apartment.

9. The Licensee agrees to pay to the Licensor a yearly locker rental fee that will be set in January of each year. The Licensee acknowledges that there will be no partial year refunds, and that failure to pay the rental fee will be grounds for termination of this Agreement.

10. The Licensee acknowledges that it is responsible for the keys and the locks for the Storage Locker(s).

IN WITNESS WHEREOF, the Licensor and Licensee have respectively executed this License Agreement as of the day and year first below written:

LICENSOR:
Hawthorne Gardens Realty Corp.

By: _____

LICENSEE:

Date: _____

Hawthorne Gardens Realty Corp.

910 Stuart Avenue, Mamaroneck, NY 10543

Sublet Policy

Adopted June 21, 2021

Paragraph 15 of the Proprietary Lease establishes the authority of the Hawthorne Gardens Board of Directors (the "Board") regarding sublets. The Board discourages sublets, preferring a sale or transfer of shares to a new owner. Resident shareholders are desirable because they have an investment in the building, can serve on the Board, and can vote on matters pertinent to the Hawthorne Gardens Realty Corp. (the "Corporation"). Realtors report that in buildings occupied mostly by resident shareholders, apartments command higher sale prices. In addition, banks generally favor a high owner-to-renter ratio, making financing easier and cheaper for the Corporation as well as for individual mortgage holders in the building.

1. A shareholder must have resided in the apartment for at least 2 years prior to the request to sublet that apartment.
2. A shareholder must be in good standing with the Corporation, not in default of the Proprietary Lease, and not in arrears with respect to any maintenance or assessment payments to apply for sublease approval. .
3. A sublet will be permitted for a maximum of one year subject to Board approval.
4. Shareholders will be permitted to sublet only one time during the term of ownership of their shares of the Corporation.
5. The request to sublet must be submitted in writing to the Managing Agent with the required applications, documents and fees enumerated below and in the Corporation's Sublet Request Information packet, which will then be reviewed by the Board. No apartment may be sublet and no subletter may move in or occupy the apartment prior to written approval by the Board. Any shareholder with an unauthorized sublet or occupancy of his/her apartment is subject to a fine of \$1,000 a month for the duration of the unauthorized use of the unit.
6. The shareholder seeking to sublet his or her apartment must provide to the Corporation's Managing Agent: (a) a completed Shareholder Sublet Application, (b) a copy of a signed and notarized sublet agreement between the shareholder and the prospective subletter, and (c) any additional information which the Board considers necessary in order to approve the sublet agreement.
7. The proposed subletter must provide to the Corporation's Managing Agent: (a) a completed Prospective Subletter Application, (b) two letters of personal reference, (c) completed authorization forms for the Managing Agent to conduct a credit check and a criminal/sex offender background check, and (d) any additional information which the Board considers necessary in order to approve the sublet agreement.
8. The Board requires an interview with all persons expected to reside in the apartment. Only the individual(s) identified on the Prospective Sublet Application and interviewed and approved by

the Board may reside in the apartment during the duration of the sublease. Any exception regarding occupancy of the apartment requires Board approval.

9. The shareholder and/or the subtenant is responsible for paying the following fees in compliance with this sublet policy: (a) a non-refundable application/Move In fee in the amount of \$500 and a \$500 Move In damage deposit fee, which may be refunded payable to Hawthorne Gardens Realty Corp, (b) a non-refundable Move Out fee of \$100 plus a \$500 Move Out damage deposit fee which may be refundable payable to Hawthorne Gardens Realty Corp, (c) an application-processing fee of \$300 payable to the Managing Agent, and (d) a fee of \$400 payable to the Managing Agent to cover the cost of a credit report and a criminal background check.
10. The shareholder will be held responsible for any damage caused to the Corporation's property or any violation of the Corporation's Proprietary Lease, By-Laws, House Rules and other policies caused by the subtenant or the subtenant's guests during the term of the sublease.
11. The shareholder will be held responsible for any legal costs incurred by the Corporation to remove the subtenants(s) from the apartment due to violation of House Rules and Corporation policies, or at the end of the term of the sublet.
12. The sublease must be satisfactory to the Corporation and its counsel. The sublease must expressly provide that it is subordinate to the Corporation's Proprietary Lease with the shareholder, including the By-Laws and House Rules of the Corporation. It must also provide for the subtenant to pay the sublease rental directly to the Corporation or its Managing Agent if the shareholder's payments of maintenance, assessments, sublet or other fees due to the Corporation are not made in a timely manner. A standard sublease rider and lead-based paint disclosure statement must also be submitted. The shareholder shall remain fully responsible for all maintenance, assessments and other amounts payable under the Proprietary Lease and under this Sublet Policy.
13. After the Managing Agent has received (a) all fees, documents and information requested of the prospective subletter and subletting shareholder and (b) the fully executed proposed sublease, sublease rider and lead-based paint disclosure statement, the file will be forwarded to the Board which will schedule an interview with the proposed subletter and all other persons expected to reside in the apartment.
14. Once the Board approves the request to sublet the apartment, the subletter may then move into the apartment in compliance with the Corporation's Move In/Move Out Policy. **PLEASE NOTE THAT THE SUBLET PROCESS TAKES AT LEAST 3-4 WEEKS TO COMPLETE.**
15. Any shareholder subletting an apartment will appoint the Corporation's Managing Agent to be served all notices and/or process related to the shareholder's Proprietary Lease, the shares in the Corporation, the sublease, and all matters pertaining to the above. This appointment must be in a form satisfactory to the Corporation and its counsel.
16. Subletters must vacate on or before the last day that the approved sublet agreement expires. All subletters must comply with the Corporation's Move In/Move Out policy. Failure to comply with the Move In/Move Out policy or any other Corporation rule or policy may result in fines to the shareholder responsible for the apartment being sublet.

17. This sublet policy may be modified, amended, or waived in whole or in part by the Board from time to time at its sole discretion.

Hawthorne Gardens Realty Corp.

910 Stuart Avenue, Mamaroneck, NY 10543

Trash and Recycling Policy

Approved by Hawthorne Gardens Board of Directors on August 22, 2022

Small Household Garbage: Chutes are located in the main stairwells for the disposal of everyday, household garbage. The chutes are not to be used for disposing of recycling products. The chutes may be used only between the hours of 7:00 am - 10:00 pm.

All garbage thrown down the chute must be properly bagged. Residents should ensure that bags are small enough to fit down the chute so they do not get stuck. No un-bagged objects may be thrown down the chute. Diapers must be double-bagged and closed securely. Pet waste may not be disposed of in the chute or hallway garbage compactor.

Non-everyday household garbage - including pet waste - should be properly bagged and disposed of in one of the garbage dumpsters in the garage. Broken or unbroken glass or pottery should never be thrown down the chute but instead properly bagged so as to avoid injury when handled by workers and disposed of in one of the garage garbage dumpsters.

Large Trash: Residents are responsible for making their own arrangements to dispose of furniture, mattresses, refrigerators, air conditions, and other household items. These items should not be left in the garage or recycling areas.

Construction Materials: Residents are responsible for carting away any construction or repair debris. Do not use dumpsters for construction debris. Do not leave construction debris un-bagged in the garage.

Recycling: Residents are required to recycle paper products and plastic/metal/glass products. Small recycling bins are located in the rear hallway on both sides of the building. Large dumpsters marked for recycling products are located in the garage.

If the small bins in the rear hallways are full, residents must take their recycling products to the dumpsters in the garage. **DO NOT LEAVE RECYCLING PRODUCTS ON THE FLOOR OF THE REAR HALLWAYS.**

Residents must breakdown cardboard boxes before putting cardboard in the recycling receptacles.

Please recycle. Failure to properly recycle may cause the Department of Sanitation to refuse to pick up building garbage and could result in fines to the Corporation. Any fines placed on the building for not recycling will be passed on to the offending resident.

NOTE: PLASTIC BAGS ARE NOT RECYCLABLE. Do not put recycling products inside a plastic bag in the recycling receptacles.