

HOUSE RULES

In addition to the provisions of the Blossom Gardens Apts., Inc. By-laws, the following House Rules and Regulations, along with any additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the units and the conduct of all residents thereof:

1. COMMON AREAS

- 1.1 The public halls and stairways of the building shall not be obstructed or used for any purpose other than to enter and exit from the apartments in the buildings, and the fire escapes shall not be obstructed in any way. Do not leave personal belongings (shoes, baby strollers, shopping carts, bikes...) in any common area. Supermarket/Home Depot carts are not permitted in any area of Blossom Gardens Apts., Inc.
- 1.2 Children shall not play in the public halls, shared areas, stairways, laundry room, fire escapes or elevators and shall not be permitted on the roof at any time.
- 1.3 No shared areas of the building shall be decorated or furnished by any Shareholder.
- 1.4 Smoking is not permitted in any of the common areas of the building, which including the building's entrances, public hallways, lobby, elevator, basement, laundry room, and the meeting room.
- 1.5 The roof of the building shall not be considered a public place and free access to it shall not be permitted.

2. STORAGE

- 2.1 There are currently three storage rooms with individual lockers. Residents may rent lockers for a monthly fee.
 - No article shall be placed in the halls or on the staircase landing or fire escapes, nor shall anything be hung or shaken from the doors, windows, or placed upon the windowsills of the building.
 - Baby carriages and similar articles must be kept inside your apartment. They may not be left of the landings outside apartment doors as this constitutes a fire hazard and is a violation of the Building and Fire Code of the City of New York.
 - In the event that a building inspector levies a fine against the Corporation for such encumbrances, the fine shall be passed on directly to the offering resident.
- 2.2 No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except with written management approval.
- 2.3 Littering is not permitted in any Blossom Gardens property, which including the building's gardens, sidewalks, entrances, public hallways, lobby, elevator, basement, laundry room, and the meeting room.
- 2.4 No cigarettes, matches, trash, or articles of any kind are to be thrown from windows or disposed of in anything other than the proper container. **Note: The fine is \$75 plus the cost to replace damages items.**
- 2.5 No pigeons, other birds or other animals shall be fed from windowsills or on/or around the Blossom Gardens properties, including sidewalks and street adjacent to the building as stipulated in NYC Housing Code.
- 2.6 No shareholder shall send any Blossom Gardens employee out of the building on personal business.

3. LAUNDRY

- 3.1 The shareholders shall use the available laundry facilities only upon such days and during such hours as may be posted. No shareholder shall install or operate either a washer or dryer in their individual apartment.
- 3.2 The laundry facilities are equipped with washers and dryers under contract with an independent Laundry Service Company. All equipment is card operated. Prices are subject to change with a contract renewal or a new contract. If you lose your money in a machine, request a refund directly from the Laundry Service Company.
- 3.3 Laundry baskets are for use in the laundry rooms only. Do not remove them from the laundry room.

4. GARAGE

- 4.1 Our indoor garage has limited parking spaces available. There is a waiting list posted in the bulletin board. Any Shareholder/tenant may have their name places on the waiting list by completing the Blossom Gardens application form and attach a copy of a valid NYS Driver's License, auto registration, and insurance card. The above must be submitted with **a non-refundable \$50 processing fee**. All initial monies should be in the form of a certified check or money order paid to Blossom Gardens Apts. Inc.
- 4.2 Shareholders will have first preference, then tenants. When a parking space becomes available, Shareholder/tenant must update the information provided on the application form and attach a copy of a valid NYS Driver's license, auto registration, and insurance card. The above must be submitted with a **\$100 deposit**. All initial monies should be in the form of a certified check or money order only made payable to Blossom Gardens Apts., Inc.
- 4.3 **Annual Review** – Once you have an assigned parking space annually (every May 1st) you must update the application information and provide new copies of a valid NYS Driver's license, auto registration and insurance card.
- When you no longer have parking privileges, the key and electronic control must be returned with the original pay receipt to have your deposit refunded. There will be a monthly fine of \$50 payable until key and electronic control are returned. Lost key and/or electronic control must be reported immediately, pay a non-refundable replacement fee of \$100 and lose the original deposit.
 - Any time another vehicle is parked in your space other than the vehicle(s) of record you will lose your parking privileges.
 - No vehicle shall be parked in such manner as to impede or prevent ready access by another vehicle to the garage.
 - The parking spaces are not to be used for any other purpose then to park your vehicle(s). Storage for rent is available in our buildings, if needed please contact management.
- 4.4 All heavy materials such as construction materials, equipment, appliances, furniture, heavy bags or boxes must be brought in or out through the basement entrance not through the building's main entrance.
- 4.5 Trash and recycles (see attachment #1).

Note: Unless other fee is specified, the fine for rules #1-15 is as follows: \$50 for the first offense; \$75 for the second offense; and for the third offense \$100 plus legal fees.

- 4.6 All complaints regarding the service of the building shall be made in writing to the management company.
- 4.7 Blossom Gardens Apts., Inc. shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

5. APARTMENT UNIT:

5.1

Guidelines of Number of People Per Apartment			
Apt. Size	Studio	1 Bedroom	2 Bedrooms
Total # of People	Maximum – 2	Maximum – 3	Maximum - 5

- 5.2 Constructing partitions and/or additional walls in any apartment is illegal. Accepting an apartment having partitions and/or additional walls is also illegal.

Note: Unless other fee is specified, the fine for rules #18 and #19 is as follows: \$1,000 for the first offense, plus all legal fees, full restoration must be made to the apartment's original condition and must sign the affidavit letter provided by management. Second offense the fine if \$2,000 plus all of the above applies.

- 5.3 The Shareholders shall keep the windows of the apartment clean and with the appropriate window coverings.
- 5.4 No awnings, window air-conditioning units or ventilators shall be used in or about the building except with written management approval. Any installation of a window air conditioner must be installed in accordance with manufacturer's specification and with approved window brackets.
- 5.5 Plants are not permitted on the outside of the windows.

- 5.6 No radio or television aerial shall be attached or hung from the exterior of the building (i.e. dish).
- 5.7 Blossom Gardens has a **NO PET** policy. Blossom Gardens Apts., Inc. reserves the right to legally pursue all violators of this policy, including but not limited to \$1,000 fine and all legal expenses for legal actions taken against violators.
- 5.8 No exotic animal or any animal that may pose a danger to others shall be kept or harbored in the building.
- 5.9 The use of apartment for commercial purposes or regular religious services is prohibited. **The fine is \$500 per month and immediate termination of your Proprietary Lease.**
- 5.10 No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction be held in any apartment without the written consent of the Board of Directors or its managing agent.
- 5.11 Shareholders are responsible to maintain a **PEST FREE** apartment. Blossom Gardens offers exterminator services twice a month by a professional licensed exterminator at no cost; sign the provided sheet found in the building's lobby a few days before the exterminator's Saturday visit. Someone must be home to allow access to the apartment. If you cannot be home, please make arrangements in advance with the Superintendent. IF you know that your neighbor is infected with any pest, please notify management immediately.

Note: Unless other fee is specified, the fine for rules #18-28 is as follows: \$50 for the first offense; \$75 for the second offense; and for the third offense \$100 plus all legal fees.

6. USES AND REPAIR OF TOILETS

- 6.1 Toilets shall not be used for any purpose other than that for which they constructed, nor shall any rubbish, diapers, sanitary products, or other articles be thrown into the toilets.
- 6.2 The shareholder or tenant, in whose apartment damages has occurred, shall pay for the cost of the repair and any damage resulting from the misuse of any toilet.

7. EXCESSIVE NOISES, CONTRUCTION REPAIR WORK DISTURBANCES

- 7.1 No person shall make or permit any disturbing noises in the building or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other residents.
- 7.2 No personal shall permit the excessive use of any musical instrument or permit the operation of a (audio equipment, radio television or computer speaker) in such Shareholder's apartment between the hours of 10:00 pm and the following 8:00 am.
- 7.3 No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays, Monday through Friday (excluding legal holidays) and only between the hours of 8:00 am and 5:00 pm except for an emergency. Lessee is allowed to effect small repairs not involving noise (i.e. painting) on Saturday between the hours of 10:00 am and 4:00 pm.
- 7.4 Unless expressly authorized by the Board of Directors in each case, the floor of each apartment must be covered with rugs or carpeting or equally noise-reducing material, to the extent of at least 80% of the floor area of each room exempting only kitchens, pantries, bathrooms, and closets. If a new floor area is installed and proof of adequate sound-proofing membrane is provided to the Board and Management, carpet may not be required until such time as a noise complaint may be generated.
- 7.5 Request to do renovations must be in writing pending management approval. Shareholders must provide documentation of all work to be done and time period of such work. Contractors must also have adequate insurance (\$1 to \$3 million dollars according to the type of renovation) to cover all possible problems between the owners and contractors. A **refundable deposit of \$1,000 and a non-refundable \$100 processing fee** is to be paid in two separate checks to Blossom Gardens Apts., Inc. prior to the renovations. This deposit will be returned after all renovations is competed and only if there is a satisfactory inspection. Work must be done by licensed contractors, plumbers, and electricians. Shareholders/contractors are responsible to dispose of all renovation waste. It must not be left in any area of Blossom Gardens properties.

Note: Unless other fee is specified, the fine for rules #29-34 is as follows: \$50 for the first offense; \$75 for the second offense; and for the third offense \$100 plus legal fees.

8. MOVING IN/MOVING OUT

- 8.1 All shareholders shall ensure that they and their tenants adhere to the Corporation's Move In/Move Out Policy as follows:
- Shareholder or subtenant must notify Management at least two days (48 hours) before the move
 - All moves must take place Monday to Friday between the hours of 8 am and 5 pm. No moves will be permitted on Sunday or legal holidays. Saturday moves will be permitted between the hours of 9 am and 4 pm, these moves must be supervised; **such supervision will be at a labor fee of \$125.**
 - A Move In Fee of \$250 must be paid prior to the move in.
 - A Move Out Fee of \$250 must be paid prior to the move out.
 - The cost to repair any damage to the building or property as a result of moving in or out will be charges to the responsible shareholder. **Note: Violations to the move procedure will be subject to a \$500 fine.**

9. SUBLEASING PROCEDURES

- 9.1 After occupying a unit for three (3) years, a Shareholder may be permitted to sublet their units with the appropriate written Board consent so as to comply with the Proprietary Lease and the By-laws of the Corporation. Subletting procedures are as follows:
- An application (Board approved) for the proposed subtenant.
 - The sublease does not exceed one year.
 - The owner's reasons for subletting.
 - The owner's address during the term of the sublet including information for emergency contact.
- 9.2 An application fee (to be paid by the applicant) in the amount of \$350 made payable to Blossom Gardens Apts., Inc. and \$250 is to be made payable to First Management Corp. If there is a co-applicant, a credit check must be run on each party. Upon approval of the sublet, the following items will be required:
- A copy of the sublet lease.
 - Copy of house rules signed by the subtenant.
 - Proof of regular and continued employment supported by the past two (2) years of Tax Transcript along with the W2 or 1099.
 - Signed acknowledgement of Default in Maintenance.
 - Signed acknowledgment of carpeting the apartment. Carpet must be installed before a subtenant will be considered.
 - Letter from shareholder's bank holding mortgage stating that the bank is in agreement with sublet by shareholder.
 - Applicant will be notified by the undersigned as requested. The Board will hold one meeting; all that will reside in said apartment must be present at the interview. Shareholder of record should also be present.
- 9.3 Shareholder who fails or has failed to submit a sublet application to the Board of Directors for interview and approval and sublets their unit without authority will be deemed in violation. **An irrevocable fine of \$1,500 will be assessed to the subject unit and shareholder account for ever month the shareholder is found in violation.** All penalties and/or fines are subject to their prevailing late payment penalties as per the house rules. Correction of the violation shall be the Shareholder's sole responsibility. Violation may only be deemed corrected by the Board of Directors after all requirements and conditions of the sublet application/ house rules are met. Violations will be removed from the unit's account upon payment in full of all fines, penalties, and late fees.
- 9.4 **The fee for the sublet of a shareholder's apartment is one (1) month maintenance to be billed in twelve (12) monthly installments.**
- 9.5 All prospective sublets are to be advised that the cap on total sublets, excluding the Sponsor units, is 8% of the sold units.
- 9.6 All shareholders must acknowledge that sublets will be for a one-year term, with an extension of an additional year permissible upon notice to and acceptance of the Board. At the close of the second year, the unit must be sold, or the subtenant must vacate.
- 9.7 Any shareholder selling their unit within three (3) years of purchasing will be charged a transfer fee of 1.5% of the selling price. This fee will be made payable to Blossom Gardens Apts., Inc.

10. PAYMENTS – LATE MAINTENANCE PAYMENTS

- 10.1 Maintenance payments are due and payable on the first (1) of each month with a ten (10) day grace period. Maintenance payments must be received by the tenth (10th) day of the month – whether received by mail, online or delivered to the Management Office (and verified by receipt).
- 10.2 Payments are first applied to any open arrears in order of violations, fines, late fees, legal fees, repairs, assessments and any other amounts that are due and payable and lastly, maintenance.

Note: The fine is \$50 for payment received on the (11th) day or thereafter of the first offense; for the second offense is \$75; and for the third offense, the fine is \$100 plus all legal fees.

- 10.3 Insufficient Funds (NSF): Insufficient checks are checks that are returned to Blossom Gardens by the banks for insufficient funds in a Shareholder’s account. **Note: The fine is \$30 plus all bank fees for each returned check.**

11. MISCELLANEOUS

- 11.1 Any consent or approval given under these House Rules by Blossom Gardens Apts., Inc. shall be revocable at any time.
- 11.2 The House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of Blossom Gardens Apts., Inc and written notice to all shareholders must be served.

PLEASE SIGN, DATE, NOTARIZE AND RETURN WITH YOUR APPLICATION.

I have read and acknowledge receipt of the House Rules and agree to abide by them during my tenancy at Blossom Gardens Apts., Inc.

Signature _____ Address/Apt #: _____ Date: _____

State of _____)

County of _____)

Sworn to before me this _____
day of _____ of 20____.

Notary Public

Attachment #1

Proper Disposal of Your Household Trash (Garbage)

A – Recycling

Recycling is the law in New York City; therefore, Blossom Gardens residents must abide by this law by separating recyclable items from non-recyclable trash.

- GREEN GARBAGE RECEPTACLES

All newspapers, magazines, periodicals, and corrugated cardboard boxes must be bundled, tied with string and placed in the GREEN receptacles located in the designated garbage rooms.

- BLUE GARBAGE RECEPTACLES

All plastic bottles, jugs, glass bottles, glass jars, metal cans, aluminum foil, wrap and trays must also be placed in the BLUE receptacles located in the designated garbage rooms. Please empty and rinse all recyclables before placing in the blue garbage receptacles.

All recyclable garbage must be placed in plastic bags securely tied and deposited in the appropriate recycle (Green or Blue) receptacles located in the designated garbage rooms.

The recyclable trash is collected Monday through Saturday only between the hours of 8:00 am and 10:00 am.

B - Non-recyclable Garbage & Bulk Items

- All non-recyclable waste must be disposed of through the disposal chute on the wall of the garbage room, not on the floor.

Non-recyclable garbage can be placed in the chutes at all times of the day. Please do not leave garbage on the floor.

- Bulk items must be brought to the basement to the disposal area. Any heavy doors or drawers must be removed from the item. If you are unable to move the bulk items to the basement disposal area, please call maintenance for assistance.

Note: Failure to dispose of your household garbage as instructed above will result in a fine that will be delivered by mail with the maintenance bill. First offense is a \$50 fine; the second offense is \$75 fine, and the third offense is \$100 plus all legal fees.

- These rules apply even if the shareholder or tenant is moving in or out. If you need to dispose of bulk items, please call maintenance for instructions on when and where to dispose.
- Under no circumstances leave any garbage in non-designated areas. Please follow Blossom Gardens House Rules, Move In/Move Out procedures and avoid having to pay a costly fine.

Note: the shareholders (or his/her tenant) that do not follow the move in/move out procedure will subject the apartment's shareholder to a fine of \$500.