

The Bakery, Inc.
521 West 47th Street
New York, New York 10036

HOUSE RULES

EFFECTIVE NOVEMBER 1, 2021

1. Rules Regarding Sales of Shares:

- a. A purchase application must be completed by the prospective purchaser in accordance with procedures implemented by the Property Manager (the “Manager”) in its contract with The Bakery, Inc. (the “Co-Op”) for the management of the building located at 521 West 47th Street, New York, New York 10036 (the “Building”). A credit and background check will be performed on the applicant. The Board of Directors (the “Board”) will review all credit/background results and the application.
- b. A flip tax shall be paid at closing in accordance with the following:
 - i. The flip tax shall be 5% of the sale price for the sale of any shares held for fewer than three years.
 - ii. The flip tax shall be 1% of the sale price for the sale of any shares held more than three but fewer than 20 years.
 - iii. There shall be no flip tax for the sale of any shares held more than 20 years.

2. Rules Regarding Subletting of Apartments:

- a. Shareholders are allowed to sublet apartments in the Building (“Apartments”), with Board approval, which shall not be unreasonably withheld. Subletting is permitted under the following conditions:
 - i. The sublet application must be completed by the prospective sub-tenant in accordance with procedures implemented by the Manager in its contract with the Co-Op.
 - ii. No permission to sublet an Apartment shall be granted if the Shareholder is delinquent on the payment of maintenance fees or other fees.
 - iii. Shareholder shall pay a Sublet Fee of 10% of the maintenance fees for the Apartment being rented for every month that the sublet is in place.
 1. Sublets to an Immediate Family Member (as defined below) of one or more of the Lessee(s) of the Apartment shall be exempt from paying the Sublet Fee.
 2. The term “Immediate Family Member” shall mean spouse (or registered Domestic Partner, as that term is defined by the City of New York),

children (whether by blood or adoption), siblings, parents, and parents-in-law

- iv. A lease for the subletting of an Apartment must be for a minimum of 3 months and a maximum of 1 year. Any leases for the subletting of an Apartment for fewer than 1 year must be for a furnished rental. Leases of fewer than 3 months but at least 1 month will be considered by the Board on a case-by-case basis.
 - v. Any request to renew a lease to an existing sub-tenant must be made in writing to the Board or the Manager with no fewer than 60 days and no greater than 90 days' notice before the end of the term of the current lease with the sub-tenant. The Board may, in its discretion, request updated financial records from the sub-tenant,
 - vi. While the Board believes that Shareholders should have the ability to sublet their Apartments from time to time, it is important that the Building remains majority Shareholder occupied. As such, a sublet application or a request to renew a sublet lease may be denied if such permission would result in less than majority Shareholder occupancy of the Apartments in the Building.
- b. A fine of \$500 per day will be assessed for an illegal sub-tenant, defined as a sub-tenant which has not received Board approval. This fee will become due if a sub-tenant takes possession of an Apartment without having submitted an application and/or without having been approved by the Board. Such charges shall be added to the Shareholder's account for the payment of maintenance and other charges. The Board also reserves the right to pursue all remedies available at law and equity against the offending Shareholder as well as all illegal sub-tenants of the offending Shareholder and their guests.
- c. The Shareholder shall be financially responsible for:
- i. Any services performed in the Apartment while a sub-tenant is in residence;
 - ii. Any damages caused to the building or the common areas by the sub-tenant;
 - iii. Any issues caused by a Shareholder's sub-tenant within the Building.

Such charges shall be added to the Shareholder's account for the payment of maintenance and other charges.

- d. Shareholders must provide a copy of the current lease with any sub-tenants upon request.
- e. Shareholders must notify the Board regarding any Apartment occupants present in the Apartment for more than one month, or for less than one month if the Shareholder is not present. Shareholders must also provide the phone numbers, email addresses for such occupants to the Board and to the Manager. Such occupants must also provide a letter to the Manager and the Board introducing themselves and must also complete a House Rules Acknowledgement annexed as Exhibit A.

- f. Shareholders must notify the Board regarding anyone employed inside an Apartment, such as a babysitter, nanny, etc. Shareholders must also provide the phone numbers and email addresses for such employees to the Board and to the Manager for emergency contact purposes. Such employees must also provide a letter to the Manager and the Board introducing themselves and must also complete a House Rules Acknowledgement annexed as Exhibit A.
- g. For purposes of these House Rules, “sublet” shall mean the renting of any apartment in the Building to anyone for any form of compensation or something of value. Sublets include, but are not limited to, rentals with a written lease, short-term rentals such as AirBnB, apartment swaps, and any arrangement for anyone to stay in the apartment without the presence of the Shareholder.
- h. Shareholders must use current REBNY Standard Form of Cooperative Apartment Sublease.
- i. Local Law 1 of 2004: Each Shareholder who sublets their apartment must comply with all NYC Lead paint regulations of Local Law 1 of 2004 and all subsequent rules and regulations concerning the handling of lead paint. All Shareholders agree to defend, hold harmless, and indemnify the Co-Op for any failure on the part of the Shareholder to comply with all such regulations.

3. Rules Regarding Moving In/Out:

- a. Notify the Manager and the Superintendent of the Building (“Super”), at least 3 business days in advance of any moves so the appropriate fees and deposits can be assessed.
- b. Moving companies and furniture delivery companies must present a certificate of insurance demonstrating adequate insurance to the Manager, showing the Co-Op and the Manager as additional insureds, and naming the certificate holder as follows:

The Bakery, Inc.
c/o Atlas NYC Property Management, LLC.
77 14th Street
Brooklyn, NY 11215

- c. Moving can be performed Monday-Saturday, between the hours of 8:00 am and 6:00 pm only.
- d. A refundable moving deposit of \$1,000 must be received by the Manager at least 5 business days prior to the scheduled moving date, which will be refunded within 10 business days after the move provided no damage was caused to the Building as a result of the move. Any damage will be deducted from the deposit prior to refund. If the damage is more than the amount of the deposit, the Shareholder will be liable to the Co-Op for the difference.

- e. The Shareholder must ensure that all floor and wall surfaces are adequately protected during any moves.
- f. The Shareholder will be required to complete a Move-In / Move-Out Acknowledgement annexed as Exhibit B form identifying any damage to the Building prior to the start of the move and accepting financial responsibility for any damage to the Building in existence at the completion of the move that can reasonably have been caused by the performance of the move.

4. **Rules Regarding Renovations:**

- a. Any Shareholder who wishes to renovate or alter their Apartment must submit an Alteration Application in accordance with procedures implemented by the Manager in its contract with the Co-Op. Applications will then be submitted to the Board for approval. No renovation or alteration may be performed without prior written permission of the Board or the Manager.
 - i. For purposes of these Rules, a Renovation or Alteration shall be considered any construction work performed which consists of work other than painting, and the repair or replacement of pre-existing fixtures.
- b. Any Renovation or Alteration to the interior of an Apartment must be performed by a licensed and insured contractor. Before being granted permission to renovate or alter an Apartment, the Shareholder must also submit to the Board the following:
 - i. Written Description of Work;
 - ii. All drawings associated with the work;
 - iii. Contact information for Contractor, Architect, Engineer, etc.;
 - iv. Copies of any government permits required;
 - v. Contractor insurance certificates naming the Co-Op and the Manager as additional insureds along with a full copy of the Contractor's insurance policy, which policy must contain Action-Over coverage;
 - vi. A security deposit which shall be refunded at the conclusion of the Renovation or Alteration provided no damage was done to the Building as a result of the Renovation or Alteration. Any damage will be deducted from the deposit prior to refund. If the damage is more than the amount of the deposit, the Shareholder will be liable to the Co-Op for the difference. The security deposit shall be for a minimum of \$1,500.00 or 2.5% of the renovation costs, whichever is greater. A security Deposit of a greater amount may be required by the Board, at its sole discretion;
 - vii. An alteration fee shall be paid to the Co-Op of an amount equal to 1% of the **estimated** renovation cost or \$500, whichever is greater. Exceptions may be made by the Board on a case-by-case basis;
 - viii. A rubbish-handling fee of \$500 to cover any additional trash removal fees charged by the Super and sanitation fines caused by improper rubbish handling by contractors and sub-contractors; and

- ix. A completed Construction Damage Acknowledgement form annexed as Exhibit C signed by the Shareholder and the General Contractor.

This documentation must be submitted to the Manager prior to any work being performed, and will be reviewed for feasibility by an architect chosen by the Board, whose fee shall be paid by the Shareholder so long as such fee is reasonable and within a price range charged by reputable licensed architects in New York City for similar services. All contractors are required to abide by all aspects of these House Rules, especially those relating to garbage disposal, safety and building etiquette.

- c. Any expansion or construction on the roof is subject to New York City zoning restrictions and the approval of the Board.
- d. Work can be performed Monday-Friday, between the hours of 8:00 am and 6:00 pm. No work can be performed on Saturdays or Sundays.
- e. No work which requires the building-wide heating system to be shut down may be performed from December 1st through March 31st.
- f. Any renovation which includes substantial work on the plumbing system must include the installation of a shut-off valve for the hot and cold water supply lines coming into the apartment. The Board shall determine whether the scope of the renovation warrants this installation.
- g. For any renovation or maintenance work of any kind which requires the shut-off of the main water or electrical service to the Building, such service may only be temporarily disabled during the hours of 9 am to 5 pm, and at least 48 hours notice must be provided to the Manager or to the Board.
- h. The Shareholder must ensure that all floor and wall surfaces are adequately protected during removal of demolition debris and the delivery of tools and materials, and at all other times when any activity that is being performed poses a risk of damage to the common areas of the Building.
- i. All Shareholders hiring a contractor to perform work in the building on their behalf must enter into an indemnification agreement with the contractor of a form annexed as Exhibit D, and must provide the executed indemnification agreement to the manager at least 1 week prior to the work being commenced. In addition, every contract with such contractors must contain a rider in the form attached as Exhibit E whereby the contractor agrees to include in the scope of work of any contracts an agreement to repair any damage caused by the contractor as a result of the contractor's performance of the contract, and agrees to allow the Shareholder hold a minimum of 10% of the contract price until the alteration is completed and the manager signs off on the alteration as complete.

- j. The Shareholder must complete a Construction Damage Acknowledgement form annexed as Exhibit C identifying any damage to the Building prior to the start of the Alteration and accepting financial responsibility for any damage to the Building in existence at the completion of the Alteration that can reasonably have been caused by the performance of the Alteration.

5. Rules Regarding Financing:

- a. Any Shareholder who wishes to finance their Apartment must submit a Finance Application in accordance with procedures implemented by the Manager in its contract with the Co-Op so that the Manager may provide information to the lending institution necessary to complete the financing. No Shareholder may finance their Apartment for more than 80% of its appraised value.

6. Rules Regarding Insurance:

- a. All Shareholders must maintain an apartment insurance policy with minimum liability coverage of \$1,000,000 per incident / \$2,000,000 aggregate, naming the Co-Op and the Manager as Additional Insureds. All Shareholders must provide the Manager with a Certificate of Insurance for their renter's policy effective August 1, 2021 (the "Effective Date") and must update the certificate upon every renewal or change of policy.

- i. The Certificate of Insurance must state, in substance, as follows:

The following are additional insureds:
Atlas NYC Property Management, LLC
77 14th Street
Brooklyn, NY 11215

-and-

The Bakery, Inc.
521 W. 47th Street
New York, NY 10036

Certificate Holder:
The Bakery, Inc.
C/O Atlas NYC Property Management, LLC
77 14th Street
Brooklyn, NY 11215

- b. Failure to provide and maintain a current certificate of insurance to the Manager as of the Effective Date will result in a fee of \$100 per month imposed on the offending Shareholder for every month after the Effective Date that the Manager is not in possession of a valid, unexpired Certificate of Insurance for the Shareholder's renter's policy. Only one Shareholder in any given Apartment must obtain and maintain apartment insurance and provide the required Certificate of Insurance to the Manager.

7. Rules Regarding Maintenance and Repairs:

- a. There will be a repair charge of \$150 plus the actual cost of repair to Shareholders who cause damage to any surface of the interior or exterior common areas of the building.
- b. The agents of the Board or Manager, and any contractor or workman authorized by the Board or Manager, may enter any Apartment at any reasonable hour of the day for the purpose of inspecting such Apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests, and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pest.
- c. The Shareholder shall keep the windows of the Apartment clean. In case of refusal or neglect of the Shareholder during 10 days after notice in writing from the Board or Manager or the Managing Agent to clean the windows, such cleaning may be done by the Board or Manager, which shall have the right, by its officers or authorized agents, to enter the Apartment for the purpose and to charge the cost of such cleaning to the Shareholder.
- d. Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. Toilets may only be used for the flushing of human waste and toilet paper. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Shareholder in whose Apartment it shall have been caused.
- e. Complaints regarding the service of the building shall be made in writing to the Board or the Manager.
- f. **Carpet Damage/Cleaning:** Shareholders who damage or stain the carpet(s) will be required to pay the cost of fixing the damage. An additional fine of \$150 assessed by the Co-Op will be imposed upon the Shareholder
- g. **General Cleaning Fee:** Any actions taken on the part of a Shareholder which result in extra cleaning required in any areas of the common spaces will result in a charge of \$150 per incident/location which requires extra cleaning.

8. Rules Regarding Laundry Room Use:

- a. The Laundry Room hours are 7:00 a.m. to 11:00 p.m.
- b. Anyone using the laundry room must turn off all lights when they leave unless they are in use by others still in the laundry room.

- c. Anyone using the laundry room must discard any empty detergent containers and used dryer sheets and any other refuse created during the course of using the laundry room.
- d. There shall be no improper use of the washing machines and dryers. Shareholders may wash and dry normal articles i.e. clothing, sheets, blankets, etc. and may not wash and/or dry shoes, suitcases, backpacks, etc. and/or any other article(s) or object(s) made of or containing plastic, rubber or metal. Any Shareholders in violation of the above will be subject to a fine of \$150 in addition to the cost to repair any damaged machines.
- e. Anyone using the laundry room must keep all areas clean at all times.
- f. Anyone using the laundry room must report any problems to Hercules at its posted contact number and to the Manager at Manager's posted phone number or email.
- g. No personal items may be stored in the Laundry Room.
- h. The Co-Op shall have the right from time to time to curtail the use of, or relocate, any space devoted to storage or laundry purposes.

9. Rules Regarding Garbage & Recycling ("Trash Rules"):

- a. The Garbage Room is always open. However, **PLEASE BE CONSIDERATE** of your neighbors regarding the time of day and the noise level when you dispose of trash.
- b. Garbage and refuse from the Apartments shall be disposed of only at such times and in such manner as the Board may direct. No garbage shall be left in the common halls at any time. Garbage must be deposited in the appropriate receptacles in the Garbage Room on the first floor.
- c. All trash disposed in the Garbage Room must be bagged; no loose trash shall be disposed of unless it is a bulk item.
- d. All cardboard boxes shall be broken down, tied up, and disposed of in the designated cardboard box bin located in the Garbage Room, if such a bin is provided.
- e. Other recyclable items shall be disposed of using the designated recycle bin in the Garbage Room. Wash/rinse recyclable items before disposing of them.
- f. All residents are responsible for the proper disposal and associated costs of bulk items. Residents are responsible for placing all mattresses in approved mattress covers before placing them in the Garbage Room.
- g. All residents must coordinate with The Super to schedule disposal of all large furniture, mattresses, and other bulk items.
- h. All residents are responsible for complying with all NYC Sanitation rules. If any fines are issued to the Co-Op because of improper recycling or other improper sanitation

violations, the fine will be passed on to the offending Shareholder if such a determination can be made. An additional fine of \$50 assessed by the Co-Op will be imposed upon the Shareholder.

- i. All residents are responsible for disposing of bulk electronic items by bringing them to an authorized E-waste center. If a bin for the disposal of spent batteries or other small electronics is provided by the Co-Op, residents will be notified and may dispose of such items using these bins.
- j. Any improper disposal of items which results in a garbage spillage that requires additional cleanup will result in the imposition of a \$150 fine which shall be assessed to the offending Shareholder, if such a determination can be made.
- k. All residents are responsible for complying with the written rules that may be posted in the Garbage Room and changed from time to time.
- l. In addition to any fines identified herein, any significant violation of the Building's Trash Rules, as determined by the Manager and the Board, will result in the following:
 - i. The first violation will result in a warning letter sent to the Shareholder of the Apartment responsible for the violation of the Trash Rules.
 - ii. A second violation will result in an additional warning letter accompanied by a \$250 fine.
 - iii. Each additional violation will result in additional warning letters accompanied by a \$500 fine for each additional violation.

10. Rules Regarding the Bicycle Storage Area:

- a. The enclosed space under the East staircase (Staircase A) is designated as a Bicycle Storage Area.
- b. Shareholders wishing to use the Bicycle Storage Area must submit an application for the use of the Bicycle Storage Area, and must sign an agreement with the Co-Op governing such use.
- c. Shareholders may store bicycles, strollers, scooters, and other items allowed to be stored at the discretion of the Co-Op in the Bicycle Storage Area.
- d. A monthly fee must be paid by the Shareholder renting storage space in the Bicycle Storage Area which may change from time to time at the Co-Op's discretion but which is currently \$20 per month for non-powered items, and \$25 per month for powered items.
- e. Storage spots in the Bicycle Storage Area shall be distributed on a first-come, first-served basis, with priority given to Shareholders. Multiple storage spots will be assigned to one resident only if space allows.

- f. No one person may rent more than one storage spot in the Bicycle Storage Area unless, after all residents of the Building having had an opportunity to rent a storage spot in the Bicycle Storage Area, there are available spots to assign multiple spots to one person. Anyone assigned multiple storage spots must surrender one of those spots in the event that a resident without a storage spot wishes to rent one.
- g. The hours of the Bicycle Storage Area are from 7:00 a.m. to 10:00 p.m.
- h. Electric scooters or bicycles may be charged in the Bicycle Storage Area, but not in other public areas of the building.
- i. The door to the Bicycle Storage Area must be kept closed at all times other than when removing or replacing items being stored.
- j. Anyone storing items in the Bicycle Storage Area does so at their own risk. The Co-Op is not responsible for lost or stolen items left in the Bicycle Storage Area.

11. Rules Regarding Pets:

- a. Dogs/Cats are allowed as pets with prior written permission of the Board. Permission shall not be unreasonably withheld. Residents must provide pet name(s) and all pet credentials and medical records to the Manager prior to harboring such pet(s) in the Building.
- b. All pets must be leashed and accompanied when walking through the common areas of the Building. If pet waste is found in any public areas of the Building, a fine of \$150 will be imposed on the Shareholder of the Apartment where the responsible pet is registered, if the specific pet who is the cause is determined.
- c. Pet complaints, other than those for pet waste dealt with in Rule 4(b) will be handled as follows:
 - i. The first complaint will result in a warning letter sent to the Shareholder of the offending pet.
 - ii. Each additional complaint will result in additional warning letters accompanied by a \$100 fee for each additional complaint.

12. Rules Regarding Use of Common Areas:

- a. The exterior and interior front hallway doors are to be closed and locked at all times. Doors to the staircases are not to be left propped open.
- b. Other than the permitted use of the Bicycle Storage Area, Shareholders may not use any common spaces (i.e., hallways, rooftop, and basement) for the storage of personal effects except for wet shoes and umbrellas temporarily stored. Items found in such common areas will be removed and discarded, and a removal fee of \$150 will be assessed to the offending Shareholder.

- c. The roof may not be accessed by any resident except in case of emergency or with prior written permission of the Manager or the Board. The Manager and members of the Board, and any agents retained by them, may access the roof to conduct Co-Op business. Damage caused to the roof will be billed to offending Shareholders if such a determination can be made. The Fire Doors accessing the roof must be closed at all times.
- d. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartments in the building.
- e. Children shall not play in the public halls or stairways.
- f. No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by Board or the Manager, nor shall anything be projected out of any window of the building without similar approval.
- g. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Board or the Manager.
- h. No public hall above the ground floor of the building shall be decorated or furnished by any Shareholder in any manner without the prior consent of the Board or the Manager and unanimous consent of all Shareholders to whose Apartments such hall serves as a means of ingress or egress.
- i. No article shall be placed in the halls or on the staircase landings nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building except as permitted by the Board or the Manager.
- j. No radio or television antenna and/or any type of receiving or transmitting device shall be attached to or hung from the exterior of the building without the prior written approval of the Board or the Manager.
- k. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building.
- l. No gatherings are permitted in the common areas without the approval of the Board or the Manager.
- m. No vehicle belonging to a Shareholder or to a member of the family or guest, subtenant, or employee of a Shareholder shall be parked in such a manner as to impede or prevent ready access to any entrance of the building.

- n. No Shareholder shall install any plantings on window area without the prior written approval of the Board or Manager. Plantings shall be contained in boxes of wood, lined with fiberglass, or other material impervious to dampness and standing on supports at least two inches from the patio, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water.
- o. No kitchen exhaust fans are to be placed in any front building windows.

13. Rules Regarding Quality of Life:

- a. No Shareholder shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Shareholders. No Shareholder shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph, radio, CD/tape player, television, loud speaker or any type of electronic equipment in such Shareholder 's Apartment between the hours of 11:00 p.m. and 8:00 a.m. if the same shall disturb or annoy other occupants of the building.
- b. The Board or Manager must be notified 48 hours in advance of any work to be done which involves the shutting off of the heating system or main water line, unless there is an emergency.
- c. If the Manager and/or the Board receive complaints of smells of illegal substances in hallways or publics areas, local law enforcement may be notified.
- d. Eating of food in any common areas, such as elevator, hallways, stairwells, basement, is strictly prohibited.
- e. Smoking is not allowed in any common areas, including a distance of 50 feet from the property line of the Building and including balconies to Apartments.
- f. Litter is not allowed in the Building or in any Common Area. A fine of \$150 will be imposed to any resident for each violation of this rule.
- g. Shareholders may not disturb the quiet enjoyment of any other resident in the building or surrounding neighbors. The Shareholder is responsible for adhering to the Building's quiet hours. Quiet hours are from 11:00 p.m. until 8:00 a.m. If a Shareholder violates the quiet hours policy on three separate documented occasions, the Shareholder is in violation of the House Rules. A fine of \$150 will be imposed to any resident for each violation of this rule

14. Miscellaneous:

- a. **Access Keys:** All Shareholders must make sure that the Co-Op has possession of a copy of all keys required to enter their Apartment in the event of emergencies. If any Shareholder changes the locks/keys to their Apartment, they are required to provide updated key(s) to the Co-Op.

- b. **Additional Keys:** Only Shareholders may request additional keys to the front doors or to other common areas; sub-tenants of Shareholders must make requests through the Shareholder of their Apartment. A fee of \$15 will be charged for each regular key, and \$35 for any specialty key issued to a Shareholder or their sub-tenant. A refundable deposit of \$50 will be charged to any third parties requesting keys for access (i.e., contractors working extended periods of time).
- c. **Directory Name Change:** Any requests for a change in the name registered in the virtual doorman system may result in a charge to the Co-Op by the virtual doorman service. Any such charges shall be paid by the Shareholder making the requested change. The current fee for this is \$150 but is subject to change without notice.
- d. **Emergency Calls:** Any negligent, reckless, or deliberate actions taken on the part of a Shareholder which result in an emergency call being made to the Manager or The Super will result in a charge of \$150 per incident.
- e. **Late Fee:** All maintenance fees must be paid by the 15th calendar day of the month in which they are due. All other fees/fines imposed under these rules will be due by the 15th calendar day of the month after when the fees/fines are imposed. Any maintenance fees or fees/fines not received by these deadlines will result in a late fee of 10% of the unpaid amount.
- f. **Business Use:** Shareholders must identify any business concerns being conducted inside their Apartment, including the name of the business, the nature of the business, and the identities of employees stationed in the Apartment. Shareholders must disclose to the Board and to the Manager any other activity taking place by or on behalf of them, their guests, sublessees, agents, or anyone they authorize, which poses a foreseeable risk of damage to the Building or any of the residents of the Building. For all such businesses and activities, the Shareholder must verify the proper level of insurance of such business concerns and must coordinate with such businesses in naming the Building and the Manager as additional insureds, and obtaining proof of insurance.
- g. Only Staircase B may be used for the moving of apartment contents during a move, for the delivery of furniture, or for the transporting of tools, materials, and debris during a renovation.
- h. In the event of any incident taking place inside of an Apartment which gives rise to damage or loss, or which may otherwise be covered under the insurance of a Shareholder or the Co-Op, the Shareholder whose Apartment suffers any such loss or damage must (1) promptly file a claim under their own Apartment Insurance carrier and (2) notify the Manager. In addition, any Shareholder whose Apartment is deemed to also be involved in the incident, but which may not have sustained damage must also promptly file a claim under their own Apartment Insurance carrier if requested to do so by Board or the Manager. All Shareholders who have filed such claims must cooperate fully with any reasonable request of the Board or Manager in their efforts to resolve

the claims and address the damage. Failure to follow these steps may result in the Co-Op and/or the Co-Op's insurance carrier to deny reimbursement or coverage for any such loss or damage.

- i. These Rules may be added to, amended or repealed at any time by resolution of the Board except as otherwise stated herein.
- j. No group tour or exhibition of any Apartment or its contents shall be conducted, nor shall any auction sale be held in any Apartment without the consent of the Board or Manager.
- k. **All Rules Apply to Sub-tenants/Guests:** All rules in these House Rules which apply to Shareholders and which assess fees/fines to Shareholders for their violation apply equally to sub-tenants of Shareholders, or the guests of Shareholders or their sub-tenants, and any fees/fines caused by sub-tenants of Shareholders, or the guests of Shareholders or their sub-tenants will be assessed to the Shareholder.
- l. Any consent or approval given under these House Rules by the Board or Manager shall be revocable at any time.



Atlas NYC Property Management, LLC

a: 77 14th St., Brooklyn, New York 11215 | **w:** AtlasNYC.com | **t:** 718-768-8888 | **f:** 718-717-2117 | **e:** INFO@AtlasNYC.com

THE BAKERY HOUSE RULES EXHIBIT A — HOUSE RULES ACKNOWLEDGEMENT

I hereby acknowledge that a copy of The Bakery House Rules has been provided to me and I agree to abide by them.

Signature of Guest

Date:

Signature of Guest

Date:



THE BAKERY HOUSE RULES EXHIBIT B —MOVE-IN / MOVE-OUT ACKNOWLEDGEMENT

Resident: _____

Apartment: _____

Moving Date(s): _____ Move Start Time: _____

I understand that I am responsible for providing adequate protection of the common-area elements, including, but not limited to, carpeting, flooring, wall coverings, elevators, doors and frames, during my move. I shall be financially responsible for any damages to the building caused by my move, whether caused by me or my movers.

Resident Signature: _____ Date: _____

Security Deposit Paid: _____

EXISTING CONDITION REPORT:

Please check the box below if there is no pre-existing damage to the named area. Otherwise, provide a description of any existing damage with exact location and picture(s) of the damage. Place your initials next to the check box or damage description. Any damage not identified, or any damage identified but not documented with an adequate description or picture(s) will be deemed caused by your move. If an area description does not apply, write "N/A". If you need more room to document any damage provide a self-prepared addendum.

Painted Walls	<input type="checkbox"/>	
Wall Coverings	<input type="checkbox"/>	
Marble / Wooden Walls	<input type="checkbox"/>	
Tile Floors	<input type="checkbox"/>	
Carpeting	<input type="checkbox"/>	
Other flooring	<input type="checkbox"/>	
Wall Corners	<input type="checkbox"/>	
Doors & Frames	<input type="checkbox"/>	
Elevator	<input type="checkbox"/>	
Stairs and Railings	<input type="checkbox"/>	
Lights & Fixtures	<input type="checkbox"/>	

Acknowledged and Agreed to:

Resident's Signature

Date:

Managing Agent's Signature

Date:



POST-MOVE REPORT:

Move End Time: _____ (To be Completed by Resident)

Building Inspected By: _____

Report of Damage, If Any:

Security Deposit Withheld: _____

Security Deposit Returned: _____

 Managing Agent

 Date



THE BAKERY HOUSE RULES EXHIBIT C — CONSTRUCTION DAMAGE ACKNOWLEDGEMENT

Resident: _____ Apartment: _____

Anticipated Renovation Start Date: _____ Anticipated End Date: _____

I understand that I am responsible for providing adequate protection of the common-area elements, including, but not limited to, carpeting, flooring, wall coverings, elevators, doors and frames, during my renovation. I shall be financially responsible for any damages to the building caused by my renovation, whether caused by me or my contractor.

Resident Signature: _____ Date: _____

Security Deposit Paid: _____

EXISTING CONDITION REPORT:

Please check the box below if there is no pre-existing damage to the named area. Otherwise, provide a description of any existing damage with exact location and picture(s) of the damage. Place your initials next to the check box or damage description. Any damage not identified, or any damage identified but not documented with an adequate description or picture(s) will be deemed caused by your renovation. If an area description does not apply, write "N/A". If you need more room to document any damage provide a self-prepared addendum.

Painted Walls	<input type="checkbox"/>	
Wall Coverings	<input type="checkbox"/>	
Marble / Wooden Walls	<input type="checkbox"/>	
Tile Floors	<input type="checkbox"/>	
Carpeting	<input type="checkbox"/>	
Other flooring	<input type="checkbox"/>	
Wall Corners	<input type="checkbox"/>	
Doors & Frames	<input type="checkbox"/>	
Elevator	<input type="checkbox"/>	
Stairs and Railings	<input type="checkbox"/>	
Lights & Fixtures	<input type="checkbox"/>	

Acknowledged and Agreed to:

Resident's Signature Date: Managing Agent's Signature Date:

General Contractor's Signature Date:



POST- CONSTRUCTION REPORT:

Actual Renovation End Date: _____ (To be Completed by Resident)

Building Inspected By: _____

Report of Damage, If Any:

Security Deposit Withheld: _____

Security Deposit Returned: _____

Managing Agent

Date



HOUSE RULES EXHIBIT D

BAKERY INDEMNITY AND INSURANCE AGREEMENT

INDEMNITY AND INSURANCE AGREEMENT (this “Agreement”), made as of the ____ day of _____ 20____, by and between _____ (“Owner”), having an address of _____ and _____ (“Contractor”) having an address of _____.

WHEREAS Owner is the owner of that certain parcel of real property and improvements thereon known as and located at _____ (the “Premises”),

WHEREAS Contractor desires and Owner has agreed to permit Contractor to perform certain services within or upon the Premises (hereinafter the “Contractor’s Work”);

NOW THEREFORE, for good and valuable consideration, Contractor agrees as follows:

ARTICLE 1 - INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner and its managers, operators, agents, employees, partners, principals, shareholders, affiliates, lenders, officers and directors (collectively, the “Indemnified Parties”) from and against: (1) any and all claims, suits, damages, losses or liabilities for injuries (including death) to persons or property arising out of, or in connection with, the work being performed or services being provided by Contractor and its subcontractors; and, (2) any and all costs, expenses and fees, including but not limited to, reasonable attorneys’ fees and expenses incurred in connection therewith and in connection with the enforcement of this indemnification agreement, any architects’, engineers’ and consultants’ fees and disbursements, and all other professional fees and disbursements and court costs and fees arising out of or in connection with any such claim, suit, damage, loss or liability. This indemnity specifically contemplates full indemnity in the event that liability is imposed against an Indemnified Party without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of an Indemnified Party causing or contributing to the underlying claim, in which case indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, operation of law or otherwise, to the fullest extent permitted by law.



The foregoing indemnity shall include injury to or death of any employee of the Contractor or subcontractor and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other similar employee benefits acts. This clause shall survive the expiration or termination of this contract and the work.

ARTICLE 2 - INSURANCE

Without limiting the Contractor's liabilities or indemnification obligations, Contractor shall, at its sole expense, maintain during the term of the Work under this Agreement, and as otherwise required hereunder, the following insurance coverages in addition to any other insurance which Contractor may be required or chooses to carry.

1. Workers Compensation and Employers Liability insurance in amounts no less than the required statutory limits.
2. Automobile Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 combined and covering all owned, non-owned and hired vehicles. The policy shall name the Indemnified Parties as additional insureds on a primary and non-contributory basis.
3. Commercial General Liability Insurance with limits of no less than \$1,000,000 per occurrence & \$2,000,000 aggregate (per project). The policy shall name the Indemnified Parties as additional insureds on a primary and non-contributory basis for all ongoing and completed operations under ISO Forms CG20 38 04 13 and CG 20 37 or their equivalents. The coverage provided under this CGL policy shall be written on an "occurrence" basis with no policy provisions that preclude coverage for any workers employed at the job site or that otherwise restrict, reduce, limit or impair contractual liability coverage or the status of any additional insureds. Completed Operations coverage shall remain in force for not less than five (5) years after completion of the work and shall include the Indemnified Parties as additional insureds on a primary and non-contributory basis.
4. Umbrella Liability Insurance in an amount not less than \$5,000,000 providing excess coverage over all limits and coverages required in paragraph 2 and 3 above and naming the Indemnified Parties as additional insureds on a primary and non-contributory basis.

All policies noted in above shall be written with insurance companies licensed to do business in the State of New York and rated no lower than A- in the most current edition of A.M. Best's Property-Casualty Key Rating Guide. All policies shall contain a provision that the coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30)



days' prior written notice has been given to the Owner

Contractor waives all rights of subrogation against the Indemnified Parties and all policies required by Contractor under this Agreement shall provide such waivers of subrogation by endorsement or otherwise.

Certificates of Insurance evidencing the above coverages shall be furnished to Owner prior to the start of Contractor's work and copies of the policies shall be made available to Owner for inspection at Owner's request. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required. If any information concerning reduction or cancellation of coverage is not furnished by the insurer, it shall be furnished by the Contractor with reasonable promptness according to Contractor's information and belief.

Contractor shall cause its subcontractors to procure insurance covering the above liabilities under policies in form, in amounts and with insurance companies licensed to do business in the State of New York and acceptable to Owner. Contractor will obtain said policies or certificates thereof and deliver them to Owner.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first set forth above.

By: _____
Name:
Title:

By: _____
Name:
Title:



BAKERY HOUSE RULES EXHIBIT E: RIDER TO CONTRACT

This Rider is annexed to and made a part of the contract (“Contract”) dated:

Contract Date: _____ between:

Owner(s): _____ and

Contractor: _____

For the renovation of Apartment _____

In the building located at: 521 West 47th Street, New York, NY 10036 (the “Building”)

It is agreed by all parties as follows:

1. The Scope of Work of the Contract is amended to include the following: “Contractor agrees to repair any damage caused to the Building as a result of the work performed under the Contract (the “Construction Damage”). For the purposes of determining the scope of the Construction Damage, it will be assumed by all parties that any damage to the Building not identified in the Construction Damage Acknowledgement shall have been caused as a result of the work performed under the Contract and shall be considered to be Construction Damage.
2. Contractor agrees to allow Owner to withhold a portion (the “Contract Security”) of the price of the Contract (the “Contract Price”) until the Contract is fully performed. The Contract Security will be a minimum of 10% of the Contract Price but may be higher if the board of the Building (the “Board”) determines that a higher Contract Security is needed to secure the performance of the work identified in Paragraph 1, above. Once the Board notifies Contractor of the amount of the Contract Security, if such amount is more than 10% of the Contract Price, Contractor will have 3 business days to cancel the Contract if Contractor does not agree to the amount of the Contract Security. If Contractor does not cancel the Contract within 3 business days, Contractor will be deemed to have accepted the amount of the Contract Security.

Agreed to by:

Owner’s Signature

Date

Contractor’s Signature

Date