

**HEATHCOTE-OVERHILL CORPORATION**  
**50 POPHAM ROAD**  
**SCARSDALE, NEW YORK 10583**

**HOUSE RULES**

**Amended and Restated as of November 10,  
2025**

Pursuant to the authority granted to it under the Proprietary Lease of Heathcote-Overhill Corporation (hereinafter the "Corporation"), the Board of Directors (the "Board") hereby establishes the following House Rules for the Corporation's apartment building (the "Building") and grounds at 50 Popham Road, Scarsdale, NY 10583 and the shareholders of the Corporation and residents of the Building. These House Rules may be amended from time to time by the Board.

**I. STATEMENT OF PURPOSE**

Cooperative apartment living involves frequent interaction with others and carries the responsibility of protecting the value of commonly held assets.

Because of the need to promote the common good of tenant-shareholders (hereinafter "Tenant"), tenants, residents, their contractors, vendors, guests and employees and the 50 Popham Road community as a whole and to maintain high standards, adherence to a set of rules for cooperative living is required.

**II. WHO IS IN CHARGE**

The Building is owned by the Corporation in which each Tenant owns shares of stock in the Corporation. The Corporation is governed by the Board, which consists of seven members chosen at the annual meeting of the Corporation by a vote of Tenants. All directors and officers of the Corporation serve without remuneration or special privileges. The Board retains a Managing Agent to manage the Building's operations and staff. Employees of the Corporation are responsible to the Corporation and the Board rather than to individual Tenants. The Board adopts the By-Laws of the Corporation. The By-Laws must be complied with by all Tenants, subtenants, their family members, guests, contractors, vendors and employees.

When a Tenant needs the consent of the Corporation for any matter set forth in the Proprietary Lease or the House Rules, the Managing Agent should be contacted. If the matter is outside of the Managing Agent's customary authority or responsibility, it will be referred to officers of the Corporation or to the Board, if appropriate, for a final decision. The Board may delegate its authority under these House Rules to the officers or to the Managing Agent.

The House Rules, shall be provided to all Tenants and shall be considered part of the Proprietary Lease. All Tenants are obligated to comply with all House Rules and to ensure that they are faithfully observed by their subtenants, family, guests, contractors, vendors and employees. Breach of a House Rule shall be

deemed a default under the Proprietary Lease.

### **III. BUILDING AND GROUNDS**

#### **Common Areas**

1. The sidewalks, entrances, passages, courtyards, elevators, stairways, corridors and halls must not be obstructed, encumbered or used for any purpose other than entering and leaving the Building.
2. The entrance lobby shall be a convenient waiting and meeting point incidental to arrival or departure of Tenants, their guests, contractors, vendors and employees. No other extended use of the lobby or its furnishings is permitted.
3. Nothing shall be left in the elevators, stairways, corridors, halls or any other common areas without the express permission of the Board.
4. No dirt or other contaminating substances shall be thrown, swept or deposited in or on the elevators, stairways, corridors, halls, compactor rooms, or any other common areas.
5. Children shall not play in the elevators, stairways, corridors, halls or other common areas; nor shall they be left unattended in the parking lot, on the grounds, at the outdoor playing area, or on terraces.

#### **Elevators**

6. No signs or notices may be placed in the elevators, corridors, halls or any other common areas except as authorized by the Board.
7. Elevators may not be held at a floor, nor may they be used to deliver furniture or other large objects without prior notice to and approval by the Superintendent.
8. Elevators may be used in delivering supplies, packages, baggage, etc. to apartments except any which by reason of size or nature may be considered by the Managing Agent or Superintendent as not appropriate for handling by the elevators. Prior to moving large objects or large quantities of supplies, packages, baggage or any furniture, arrangements must be made with the Superintendent. See the Corporation's Move-in, Move-out and Delivery Requirements and House Rule 20.

#### **Grounds**

9. The lawns and gardens, rear patio, play area and equipment for children, together with their walks and terraces, are for use only by Tenants, their families and guests. The barbeque grill located on the patio may only be used by Tenants their families and guests. Reservations for use of the

barbeque must be made in advance, and the Tenant is responsible for cleaning the barbeque, tables, chairs and surrounding area after each use.

### **Parking**

10. The parking lot in front of the Building is for the convenience of Tenants, their families and guests, contractors, employees and vendors, and is to be used for short-term parking only as set forth herein. The Board has the authority to regulate the use of the parking lot in the front of the Building, by the issuance of such rules as it deems appropriate, including prohibiting parking for snow removal. See *also* House Rule 43.

## **IV. WITHIN APARTMENTS**

### **General**

11. Each residential apartment shall be used only as a residence for the quiet enjoyment of Tenants, their families and guests and shall not be used for any other purpose.

### **Noise**

12. There shall be no noise (including but not limited to the playing of musical instruments), either within an apartment or on a terrace, that interferes with the peaceful enjoyment of others.

### **Carpeting and Flooring**

13. Tenants must comply with noise attenuation requirements for their apartments that are established by the Board.

### **Windows and Terraces**

14. Terraces may not be used to store cartons, furniture or other objects, nor may any article such as clothes, mops or rugs be shaken, thrown or hung from any windows or terraces. Terraces must be used to house main central air conditioning units provided such units do not exceed the height of the Terrace railings. See *also* House Rule 19.
15. Terrace floors, doors, walls, railings, ceilings and soffits may not be painted, covered, coated and/or decorated in any fashion. No item may be attached to a terrace wall, ceiling or floor without the prior written approval of the Board.
16. Terraces may not be used for cooking, nor may any fires be made thereon.
17. No terrace may be screened or enclosed or altered nor may any canopy

or screening be installed without prior written approval of the Board.

18. Floor coverings on terraces are permitted from May 1 to October 1 only. During the remainder of the year, all terrace floors must be uncovered so that the floors are open to the air.

### **Air-Conditioning**

19. The new installation of window air conditioners is not permitted effective March 13, 2023. Existing window air conditioners may be used until an apartment is sold or transferred, or by March 13, 2033, whichever comes first, and then removed. Existing room air conditioners may be replaced if they fail to work until March 13, 2033. Any window air conditioner being utilized must be securely installed and window guards must be installed if required by law.

(i) For apartments that have terraces where the current main air conditioning unit that services the apartment (the "Existing Unit") is located on the roof of the Building, the following rules shall apply: the existing unit and the wiring, refrigerant and/or condensate line that currently run through a vent or duct (collectively, the "Existing Wiring") from the apartment to the Existing Unit, may remain on the roof and remain through the current vent or duct as currently exists, until the earliest to occur of: the transfer of the shares associated with the apartment by sale, gift, the laws of descent and distribution, or otherwise;

(ii) the replacement of the (a) Existing Unit or any significant component thereof or (b) Existing Wiring, for any reason whatsoever, in either case as determined by the Board in its discretion;

(iii) the date that any other air conditioning unit is installed or used to provide air conditioning to the apartment; or

(iv) the date that any regulatory authority requires that the Existing Wiring be relocated or removed from its current location,

then in any such event, (x) the Existing Unit or any replacement thereof, as applicable, shall all be promptly removed from the roof or the pad on the roof on which it sits and placed on the terrace of the apartment, (y) the Existing Wiring or any replacement thereof shall be removed from the vent or duct through which it currently runs, and promptly moved into the apartment, all in accordance with the House Rules or policies established by the Board. The roof, parapet and duct or vent shall be repaired in a manner designated by the Board in its discretion and cost and expense of all of the foregoing removals, replacements and repairs shall be paid by owner of the shares associated with the apartment.

(B) For apartments that do not have terraces where the Existing Unit is

located on the roof of the Building, the Existing Unit and the Existing Wiring from the apartment to the Existing Unit, may remain on the roof and through the vent or duct as currently exists, until the earliest to occur of:

- (i) the transfer of the shares associated with the apartment by sale, gift, the laws of descent and distribution, or otherwise;
- (ii) the replacement of the (a) Existing Unit or any significant component thereof or (b) Existing Wiring, for any reason whatsoever, in either case as determined by the Board in its discretion;
- (iii) the date that any other air conditioning unit is installed or used to provide air conditioning to the apartment; or
- (iv) the date that any regulatory authority requires that the Existing Wiring be relocated or removed from its current location;

then in any such event, the Existing Unit or any replacement thereof, as applicable, shall all be promptly removed from the roof or the pad on the roof on which it sits and placed on a platform in a manner designated by the Board in its discretion, and the Existing Wiring shall be removed from the duct or vent through which it currently runs and promptly moved into a channel to be installed along the exterior of the Building from the apartment to the air conditioning unit on the roof in a manner designated by the Board in its discretion, all in accordance with the House Rules or policies established by the Board. The roof, parapet and duct or vent shall be repaired in a manner that is designated by the Board in its discretion and cost and expense of all of the foregoing removals, replacements and repairs, including, but not limited to, the cost of the roof platform on which the Existing Unit or replacement thereof will sit, the channel, and the installation thereof, and all necessary connections, wiring, refrigerant and condensate lines shall be paid by owner of the shares associated with the apartment.

- (C) All owners of shares of the Corporation's stock associated with apartments without terraces (i.e., apartments in the B and E lines that do not currently have central air conditioning and that wish to have central air conditioning installed in such apartments shall (i) have the main air conditioning units installed on a platform on the roof of the Building, and (ii) have all wiring, refrigerant and other lines that connect to the main air conditioning unit on the roof, run through a channel on the exterior of the Building from the apartment to the main air conditioning unit on the roof. All such installations shall require the approval of the Board.
- (D) Installation of heat pumps rather than traditional air conditioning units is strongly preferred.

(E) All costs associated with the installation, replacement or repair of central air conditioning shall be paid by the owner of the shares of the applicable apartment.

(F) All sellers of shares associated with apartments that are affected by the rules set forth in House Rule 19, shall advise their realtors and all potential buyers of such shares of these rules prior to entering into a contract of sale for such shares.

### **Alterations, Renovations and Contractor Work**

20. Alterations and renovations in or to an apartment, including painting and decorating, wallpapering, installing wood floors and electrical fixtures, appliances, or other equipment that is permanently affixed, may be made only with the prior written approval of the Board. Contractors and other making deliveries must install ¼" Masonite panels over the lobby floor whenever transporting heavy materials or equipment and/or using wheeled carts; the Masonite panels are provided by the Building and must be installed by the contractor at the beginning of every work day, removed by the contractor at the end of every work day, and returned to a location designated by the Board.

In addition, all debris created during an alteration or renovation project must be removed from the apartment preferably, when practical, via a chute that goes into a collection point outside the building, or through the doors leading to the back courtyard. To minimize traffic through the lobby, deliveries of building materials, such as sheetrock, lumber, etc., should be made preferably, when practical, through apartment balconies (for apartments that have balconies) utilizing a scissor lift, boom truck, or similar piece of equipment. See *also* House Rule 8.

21. An Application for Contractor Work in an apartment must be submitted to the Managing Agent for review and approval by the Board. The Corporation's renovation policies and application forms including contractor requirements are available at the Managing Agent's office and on Garthchester Realty's website.

22. Installation of equipment requiring a substantial increase in the use of utilities (e.g., electricity or water) or any alterations or renovations that create noise, excessive dust that emanates from an apartment or that might have an environmental impact, or that affect the external appearance of the Building are permitted only with the prior written approval of the Board. Appropriate steps that have been approved by the Board must be taken during any renovation to reduce the amount of dust or any contaminants including asbestos or lead paint, that drifts out of the apartment being renovated. Common areas on the floor of the apartment being renovated must be cleaned at the conclusion of each work day by

the contractor.

23. Fireplaces may be used in a safe manner, but it is the Tenant's responsibility to have the fireplace inspected to determine that it is in good working order before it is used and to have the chimney cleaned as necessary, and in any event at least once every two years.

### **Kitchen Garbage Disposals**

24. As of March 11, 2024, the installation of new kitchen garbage disposals is not permitted. Existing garbage disposals may not be replaced and must be removed when apartments are sold.

### **Household Insurance**

25. Tenants must comply with all laws applicable to the installation of smoke and carbon monoxide detectors in apartments.
26. Each Tenant must carry adequate contents insurance to cover loss by fire, theft, water damage or other casualty, and general liability coverage usually provided in homeowners' insurance policies. The Corporation requires Tenants to confirm annually that they have adequate coverage.

## **V. SUBLETTING**

27. It is the policy of the Corporation that apartments are residences and not investment property. All persons who wish to reside in the Building must be approved by the Board. Subletting may be permitted, only with the prior written approval of the Board in each case, and subject to the Proprietary Lease and House Rules.
28. No more than 10% of the number of residential apartments in the Building may be sublet at any one time. To secure Board permission to sublet, an application in a form determined by the Board must be submitted by the Tenant to the Managing Agent together with fees required for such application. The Managing Agent will arrange an appointment for Board interview and advise the Tenant in writing as to the Board's decision.
29. All subleases must be for a minimum of one year and a maximum of two years, unless an extension is approved in writing by the Board.
30. An individual apartment may not be sublet more than once in every five-year period.
31. A sublease must incorporate the Proprietary Lease and these House Rules, affirm that the subtenant has read the Lease and Rules, agrees to abide by them, and that failure to observe said Lease and Rules is a material breach of the sublease and Proprietary Lease. It must also

provide for a security deposit in favor of the Corporation against any damage to Corporation property in an amount equal to at least two months maintenance. The By-Laws of the Corporation must be adhered to by all Tenants, their families and guests and their vendors, contractors and employees.

32. Payment of maintenance and any other assessments or charges shall be made by the Tenant, not the subtenant, and remains the Tenant's responsibility.
33. In the event of a breach of the Proprietary Lease or House Rules by the subtenant or Tenant, the Corporation shall have the right to take appropriate action against the subtenant and the Tenant, including eviction.
34. It shall be the responsibility of the Tenant to ensure that the subtenant carries adequate insurance.

## **VI. SPECIFIC SERVICES**

### **Laundry Rooms and Equipment**

35. The Corporation provides two laundry rooms for the exclusive use by Tenants and their employees, one on the east side and the other on the west side of the lobby floor, and shall be operated according to posted instructions. The laundry equipment is for normal domestic laundry only and is not to be used for unusually heavy items such as rugs and large blankets, etc. Tenants must register with a designated representative of the Corporation, who will assign specific times for the use of these facilities. A schedule of hours for each Tenant's use is posted in the laundry rooms. The equipment may only be operated between 8 A.M. and 9 P.M. No clothes washing machines or dryers may be installed in apartments on the first through sixth floors. Any such existing machines may be retained so long as the Tenant residing there at that time remains in residence. When that Tenant ceases to reside there for any reason, the washer and dryer must be removed, and any plumbing associated with such machines must be properly capped and closed.

### **Storage Rooms**

36. Each Tenant is assigned a storage room in the storage area on the east side of the lobby floor of the Building. Nothing may be stored in the corridors or anywhere else in common areas, nor may any Tenant store anything that is flammable or otherwise creates a fire hazard or otherwise poses a danger or hindrance to other Tenants or the Building. No equipment connected to electricity or battery-operated equipment may be stored in any storage area. Tenants should maintain their own insurance

for contents in storage rooms. Storage rooms are not suitable or intended for storage of valuables.

### **Compactors and Compactor Rooms**

37. The Building has two compactors, one on the east side and one on the west side. The rules posted in the compactor rooms for use of the compactors must be strictly observed so that the compactor rooms are kept neat. Tenants are responsible for seeing that their employees follow these rules and maintain the compactor rooms in good condition. Special containers are provided for food scrap collection. For Tenants participating in food scrap collection, care must be taken not to leave any food scraps on the floor of the compactor rooms.

### **Television and Communication Equipment**

38. Installation of television and communication equipment must comply with rules and regulations established by the Corporation.

## **VII. MISCELLANEOUS**

### **Financing**

39. Financing of the purchase of shares in the Corporation is permitted for financially qualified Tenants or prospective purchasers up to a maximum of 50% of the lesser of the current value or purchase price of the apartment and with the prior written approval of the Board under the Proprietary Lease. Applications may be obtained from the Managing Agent. Mortgage Recognition Agreements must be approved by the Board.

### **Keys; Automobile License Plates**

40. Tenants shall provide the Corporation with (i) a complete set of keys to their apartments. Keys so provided shall be kept in a secured box to which only persons authorized by the Corporation shall have access; and (ii) the make, model and license plate number of all automobiles owned or leased by Tenants and their employees.

### **Diplomats**

41. No person with diplomatic immunity from the laws of the State of New York shall be permitted to be a Tenant, subtenant or shareholder in the Corporation.

### **Emergency Contact List**

42. Tenants shall provide the Corporation with emergency contact information

(including name, address and phone numbers) of a relative(s) or close friend who may be contacted in case of an emergency involving a Tenant.

### **Prospective Purchasers**

43. All contracts to purchase shares, or arrangements to transfer shares, pertaining to apartments in the Building are subject to prior written approval by the Board under the Proprietary Lease.

All prospective purchasers must submit an application on a form provided by the Managing Agent, along with all requested information.

### **Garage Parking**

44. The Corporation has entered into an agreement with the owner of the office building located at 2 Overhill Road. Under this agreement the owner of 2 Overhill is responsible for operating and maintaining the garage underneath the Building and providing each Tenant with unassigned parking space(s) in the garage with valet parking during agreed-upon hours. Parking fees are charged by the company managing the garage for the owner of 2 Overhill. Parking by Tenants is only permitted in the garage in spaces designated by painted lines on the garage floor.
45. Temporary parking of one hour or less is available on a limited basis in the parking lot in the front of the Building. This parking is under the control of the Corporation whose instructions must be followed in order to maintain fair, orderly and equitable use of this area. No overnight parking by Tenants or their employees in the front of the Building is permitted except in the case of an emergency. Unless permitted by the Corporation, employees or contractors are not permitted to use the front parking area other than for supervised pick-up or drop-off. Employees of the Corporation are not permitted to drive an automobile of a Tenant, including in the parking area in the front of the Building or to or from the garage.

### **Moving In, Moving out and Deliveries**

46. All moving in or out of the Building must be coordinated in advance with the Managing Agent. Application forms for this purpose and applicable rules are available from the Managing Agent. (See the Corporation's Move-in, Move-out and Delivery Requirements)

### **Animals-No Pet Policy**

47. No animals of any kind may enter, be kept or harbored in the Building, in any apartment therein or on the grounds surrounding the Building or the parking area in front of the Building, whether on a temporary or permanent basis.

### **No Smoking**

48. No smoking of any kind is permitted in any area within the Building or the area surrounding the Building including within apartments of residents, on apartment terraces, or in the lobby, stairwells, hallways, elevators, compactor rooms, storage areas, laundry areas, rooftop, patio, play area or grounds in the front, sides or rear of the Building by any Tenant, subtenant, shareholder, resident, guest, employee, caregiver, contractor, vendor or service personnel.

### **Signs**

49. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on the front door to a Tenant's apartment, the outside door of a terrace, or outside of the Building or any part thereof.

### **Exhibits and Auctions**

50. It is the policy of the Corporation not to permit Tenants to use their apartments for such purposes as public exhibits, public "open houses," auctions, tag sales or the like. The Board may, in its sole discretion, permit such use under special circumstances, if such permission is requested in advance and expressly granted.

### **Employees**

51. The members of the Corporation's staff work for the Corporation, not for any individual Tenant or group of Tenants. During the working hours of a staff member, they are not to be sent out of the Building by a Tenant for any purpose. Staff members shall not be called upon to provide physical assistance to Tenants, their guests or employees (other than assistance getting into or out of automobiles in the front driveway).

### **Shopping Carts**

52. Tenants may not leave shopping carts provided by the Corporation for use by Tenants anywhere on the grounds or inside the Building. Carts provided by the Corporation must be returned after use to the concierge desk in the lobby, to the area near the elevator or to the Garage on Level G2, as applicable.

### **Solicitation**

53. Peddlers and solicitors may not operate in the Building. Tenants are requested to report the presence of any peddler or solicitor to the concierge or the Superintendent or the employees of the Corporation.

### **Complaints**

54. Complaints, comments and suggestions about Building operations should be made in writing to the Board or the Managing Agent for resolution or presentation to the Board.

### **Amendment**

55. These House Rules may be amended or repealed at any time by resolution of the Board.

### **Applicable Law**

56. These House Rules are subject to the provisions of all applicable federal, state and local laws.

### **Definitions**

57. For purposes of these House Rules:

“Corporation” means Heathcote-Overhill Corporation, the owner of the Building.

“Board” means the Board of Directors of the Corporation.

“Building” means the structure at 50 Popham Road, Scarsdale, New York, the land on which it is situated and all appurtenances thereto.

“House Rules” means the rules set forth herein.

“Including” means including, without limitation.

“Managing Agent” means the entity chosen by the Board to manage the Building, currently Garthchester Realty Ltd.

“Proprietary lease” means the lease between the Corporation and shareholder.

“Tenant” means a legal occupant of an apartment in the Building and/or a shareholder of the Corporation.

Adopted by the Board of Directors on November  
10, 2025