

HOUSE RULES

2333 / 2345 Palmer House

Revised January 2015

Revised January 2016

Revised January 2021

Revised July 2026

1. Public Areas, Halls, Lobbies and Stairways

The public halls, lobbies 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, and the fire escapes should not be obstructed in any way.

Without limiting the generality of the foregoing, no Shareholder, Lessee, or member of the family, guest, sub-tenant, agency or employee of a Shareholder or Lessee shall, in any public indoor area of the building, including the public halls, lobbies, fire escapes and stairways:

- Smoke, burn a lighted cigar, cigarette, pipe or any other matter of substance which contains tobacco; persons who smoke outside the building must remain at least 20 feet away from the building.
- Place, throw, deposit or discharge any bottles, glass, crockery, can, scrap metal, junk, paper, garbage, rubbish, trash or similar refuse commonly known as litter;
- Play in public halls, stairways, laundry rooms, fire escapes, or elevators and shall not be permitted on roof;
- Make or permit any condition to exist which shall result in strong, unusual or noxious odors to emanate from a unit or circulate into the public areas of the buildings.
- Decorate or furnish in any manner whatsoever without the express, prior written consent of the Board of Directors of 2333/2345 Palmer House Owners Corp., which consent shall not be granted unless and until the Board of Directors receives the express, prior written consent of all Shareholders whose apartments such hall serves as a means of ingress;
- Door decorations shall only be hung by using over the door hangers or magnetic hooks. No tape, stickers, decals, nails, screws or tacks shall be used on the doors at any time.
- No article shall be placed in the halls or on the staircase landings or fire escapes, including but not limited to doormats, shoes, boots, umbrellas, boxes, shopping carts, bicycles and baby carriages; nor shall anything be hung or shaken from the windows and terraces or placed upon the exterior window sills of the building.

No Shareholder shall use their apartment to conduct commercial business with clients or customers or to store materials in violation of the New Rochelle Municipal Zoning Ordinance; nor have any auction be held in any apartment.

Shareholders will be liable for any and all damage to the common elements and property of 2333/2345 Palmer House Owners Corp. that shall be caused by the Shareholder or member of the family, guest, sub-tenant or employee of a Lease.

2. Safety

To the extent required by law, smoke alarms and carbon monoxide alarms are required in all apartments and must be maintained by the Shareholder.

3. Insurance

All Shareholders and Lessees are required to have Homeowners Insurance. A Certificate of Homeowners Insurance is required to be supplied to the Managing Agent upon purchase of the unit and yearly upon renewal of the policy.

4. Noises

No Shareholder, Lessee or member of the family, guest, sub-tenant or employee of a Lessee shall make or permit any disturbing noises in any portion of the building, including, without limiting the generality of the foregoing, the apartment units, the hallways, the lobby, the vestibule, the laundry area, the parking lot, or yards of the building or on the sidewalks or streets adjacent to the building which will interfere with the rights, comfort or convenience of the other Lessees. Shareholders are asked to have consideration of their downstairs neighbors when walking in their unit.

No Shareholder, Lessee or member of the family, guest, sub-tenant or employee of a Lessee shall play upon or suffer to be played upon any musical instrument; operate or permit to be operated a stereo system, radio or television loud speaking in such Lessee's apartment between the hours of ten o'clock PM and the following eight o'clock AM if the same shall disturb or annoy other occupants of the building.

No construction of repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of eight o'clock AM and five o'clock PM.

5. Recyclables, Garbage and Trash Disposal

Shareholders shall comply with all State and local laws relating to Recycling. The Recycling bins are located in the basement of each building and clearly labeled. Clean and dry newspapers, magazines, phone books and glass, metal, plastic and aluminum must be placed in their respective bins for recycling. Recycle bins located in the garbage closets are strictly for newspapers, junk mail and magazines.

Garbage is refuse which comes from the bathroom and kitchen. These solid waste materials from food preparation, cooking, or food consumption should be placed in plastic bags, tied up, and tossed down the closet chutes (or brought to the garbage room). In keeping with controlling pests adherence to this rule is a must. No loose refuse should be placed in the recycle rooms or the recycling bins in the garbage room.

Debris should be completely drip-free before it leaves the apartment and carried to the garbage room or closet chutes in a careful manner and in a drip-proof container. All wet debris is to be securely wrapped or bagged in small package size to fit easily into the chute.

All cartons and boxes should be flattened and left in the designated area in the basement of the buildings. Any cartons or boxes containing food crumbs or residue will not be left in the garbage room; they should be broken down and disposed of down the chute. This includes, but is not limited to pizza boxes.

Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other

inflammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown down the chutes. These items should be brought to the attention of the Superintendent who will properly dispose of them for you.

6. Water Closets (Toilets)

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. The co-op strongly discourages disposing flushable wipes in your water closet due to the concern they may back up your toilet and cause problems to the septic systems and sewers. It is recommended that you place them in sealed plastic bags and dispose with household garbage. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.

7. Pets

No Shareholder, Lessee, or member of the family or guest, sub-tenant, agent or employee of a Shareholder or Lessee shall:

Keep or harbor an animal in the Building unless the same in each instance by expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor in the sole exercise of its discretion.

Have dogs in their apartments or allow anyone to bring a dog into the buildings.

Feed birds or animals from the window sills, terraces, or in the yard and other public portions of the building.

Commercial breeding of any animal is prohibited.

Notwithstanding the foregoing, no resident may keep a pet which constitutes a nuisance. Examples (without limitation) of nuisance are: pets that create noise that can be heard outside of the apartment; pets that create odors; pets that defecate or urinate in the common areas of the Buildings or on the Cooperative's grounds; pets that might pose a danger to other residents; aggressive or threatening pets; pets which elude the resident's control and exit the resident's apartment more than once; and pets that do damage to the Cooperative's property.

8. Washing Machines and Dryers

Washing machines and dryers are not permitted in any apartment.

9. Floor Covering

Unless expressly authorized in writing by the Lessor, the floor of each room in an apartment must be covered with carpeting or equally effective noise-reducing materials and adequate padding not less than 1/4 of an inch and no more than 7/16 of an inch must be installed under carpet to the extent of at least eighty (80%) of the floor area of each room excepting only the kitchen, bathroom, closets.

Floor covering must be installed prior to moving into the unit.

10. Entry into Apartments

All Shareholders are required to provide the Superintendent a duplicate copy of all entry keys to their residence for use by authorized personnel and for the sole purposes of emergency situations such as, without limitations, fires, floods, water leaks, gas leaks and medical crisis. Shareholders who do not comply will incur all costs associated with entry into their unit in an emergency. When emergency access is needed, a notice of entry shall be left for the tenant by the person gaining access. Tenants shall bear any reasonable cost incurred to enter any apartment where keys have not been properly provided.

After providing a minimum of 48 hours notice to a Shareholder or Lessee the agents of the Lessor, and any contactor or workman accompanied by an agent of the Lessor, may enter into 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. If the Lessor takes measures to inspect or control these, the cost thereof shall be payable by the Lessee, as additional rent.

11. Late Maintenance Payments

A Lessee whose maintenance payment is not received by the 15TH day of the month in which it is due shall be charged an administrative fee in accordance with the Schedule of Administrative Fees made part of these House Rules.

12. Repairs and Alterations

Each Shareholder must perform promptly all maintenance and repair work to his own unit that, if neglected, would affect other Shareholders. Should a Shareholder not effectuate such repairs after five (5) days, and after written notice by the Managing Agent, the Board can have the repairs made and assess the Shareholder for the cost(s).

Shareholders are responsible for the maintenance, repair and replacement of all lighting and electrical fixtures, appliances, and equipment, and all meters, fuse boxes or circuit breakers, and electrical wiring and conduits from the junction box at the riser into and through the owners unit.

Shareholders are responsible for the maintenance and repair of kitchen and bath fixtures, and all pipes on the outside of the wall. Problems related to pipes within the walls are the responsibility of the co-op.

Shareholders are responsible for the repair and replacement of windows. The managing agent can recommend a vendor or you can select one on your own as long as they are licensed and insured in Westchester County. The Board must approve any work or renovations, and review the vendor's credentials, prior to work being started.

No Shareholder, Lessee, or member of the family or guest, sub-tenant, agent or employee of a Shareholder or Lessee shall make any alteration or addition to any portion of the building, including, without limiting the generality of the foregoing, any window, door, terrace, parapet or roof of the building without the express, prior, written consent of the Board of Directors of 2333/2345 Palmer House Owners Corp.:

No awning, window air-conditioning unit or ventilator of any sort whatsoever, shall be used in or about the building.

No item shall be projected out of any window of the building.

No radio or television receiver shall be attached to or hung from the exterior of the building.

No sign, notice, advertising or illumination shall be inscribed or exposed on or at any window or other part of the building.

13. Consideration by the Board of Directors of Applications to Transfer Stock and to Sublet Apartments

The Board of Directors of the Lessor shall neither accept nor consider an application made by a Shareholder for the Board's consent to sublet an apartment unless the Shareholder's account with the Cooperative, including without limiting, the generality of the foregoing; rent maintenance, additional rent, service charges, parking fees, legal fees, legal expenses, administrative fees and administrative penalties. Transfer of Stock and the sale of Units in arrears of the above mentioned charges, will only be approved on the express condition that any and all arrears will be paid directly from the sale proceeds and collected by the Cooperative's Transfer Agent, at closing.

14. Moving

Moving is limited to weekdays between the hours of 8:30 am and 5:30 pm. Moving will not be permitted on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Christmas and all other legal holidays.

Moving times must be scheduled and approved through the Managing Agent and the Superintendent. This will allow time to properly protect the elevator.

Moves, whether in or out, require a walk-through of the building with the Superintendent to avoid any discrepancies. This walk-through should be pre and post move in and out.

A deposit of \$500 in the form of a certified check or money order made payable to 2333/2345 Palmer House Owners Corp. is required prior to moving. The check must be submitted to the Managing Agent.

All Shareholders and or sub-tenants must provide a duplicate set of keys to the Superintendent upon moving in. The move in security deposit will be refunded only after the keys are provided to the Superintendent.

Building employees are not available to assist in the move.

Moving trucks must be positioned at the back of the buildings so they do not interfere with the movement of vehicles. Moving is NOT allowed through the front entrances of the buildings.

Operators of moving trucks must report to the Co-op Super's office upon arrival and completion of the moving operation. The Superintendent should be notified, at the latest, one day prior to any moves.

Movers may not monopolize the elevator by propping the door open during the moving operations. They must allow residents full use of the elevator.

Movers must be advised to exercise care in not overloading the elevator. Overloading the elevator will cause the elevator to break down and will require emergency service by an elevator maintenance contractor.

Incoming and outgoing residents will be held responsible for any damage to the elevators or other Co-op property and for any other costs resulting from violation of these rules.

15. Sales/Subletting

No auction or sale shall be held in any apartment without the consent of the Board of Directors of Palmer House Owners Corporation.

No Shareholder shall sublet the whole or any part of an apartment, or renew or extend any previously authorized sublease, without first having complied with each and every provision of Section 13 of the governing subletting rules and the provisions of these House Rules. All fees must be paid to the co-op in accordance with the subletting fee schedule in effect at the time of application or renewal.

Owners must be in occupancy of their apartment for a minimum period of two (2) years before the Board of Directors will consider allowing a sublet. All requests will be reviewed on a case-by-case basis.

Beginning with Shareholders who purchase or take ownership in August 2026 and thereafter, such Shareholders must occupy their unit as their primary residence for a minimum of three (3) years before they are eligible to request approval to sublet their apartment. Existing Shareholders remain subject to the two (2) year occupancy requirement.

All leases and subleases must be for a term of at least one (1) year. No month-to-month, short-term, or transient rentals shall be permitted.

No sublease for a term in excess of one (1) year shall be approved by the Lessor.

A request for Sublet Renewal must be approved by the Board of Directors. If approved, a Sublet Renewal Fee shall be required in the amount of Two Dollars (\$2.00) per share on an annual basis. A copy of the executed renewed lease, along with payment of the Sublet Renewal Fee, must be submitted prior to the commencement of the renewal term.

In addition to the provisions of the Proprietary Lease, a Shareholder intending to sublet an apartment shall submit to the Lessor a written sublease application containing:

A fully executed written sublease agreement in a form satisfactory to the Lessor between the Shareholder and the proposed subtenant, submitted together with the completed sublease application form; and

Any other documentation required by the Board in connection with its review of the application.

Upon approval of a sublease application, the Shareholder shall pay a sublet fee to the Lessor prior to the subtenant taking possession and occupancy of the apartment. The sublet fee shall be calculated at a rate of Two Dollars (\$2.00) per share, or such other amount as may be determined from time to time by the Board of Directors.

In the event that a sublease terminates prior to the expiration date set forth therein, regardless of the reason, no portion of the application fee or sublet fee shall be refunded to the Shareholder

Construction, Alterations, Renovations

No Shareholder, Lessee, or member of the family or guest, sub-tenant, agent or employee of a Shareholder or Lessee (hereinafter, collectively referred to as the "Occupant") shall permit any work or services of any sort whatsoever including, without limiting the generality of the foregoing, construction, reconstruction, renovation, painting, carpentry, plumbing, electric or maintenance (hereinafter, collectively referred to as "Work"), to be performed within an apartment by a person or entity which is not the Occupant thereof (hereinafter referred to as the "Contractor"), unless and until the Occupant receives written authorization from the Board of Directors of 2333/2345 Palmer House Owners Corp. (hereinafter, the "Cooperative") expressly approving the performance of such work.

Written authorization for such Work shall not be granted by the Board of Directors unless and until written agreement titled Defense and Indemnification Agreement is executed by the Contractor and the Occupant, and delivered to the Managing Agent. Each of the clauses is for the exclusive benefit and protection of the Cooperative. The Occupant may, in the exercise of its discretion, add such additional terms as the Occupant deems appropriate for its own protection.

Only Licensed and appropriately insured Tradesmen may be used as required by the City of New Rochelle and licenses must be delivered to the Lessor upon request.

A Damage Security Deposit in the form of a certified check or money order of \$500 made payable to 2333/2345 Palmer House Owners Corp. must be submitted with application to the Managing Agent. The Board, in its discretion from time to time, may require a greater Damage Security Deposit than \$500.

When plumbing work of any kind is scheduled, the Superintendent must be notified at least 48 hours in advance. The Superintendent must be present when a valve is closed or lines drained. All plumbing work, except for emergencies, must be done Monday to Friday from 9AM to 5PM and Saturday from 10AM to 5PM. No non-emergency water main or apartment line shut offs are to be done on Saturdays and Sundays.

The Cooperative has the right to periodically inspect apartment and may deem that improper work or unauthorized modifications be corrected at the Shareholders expense.

16. Maintenance of Terraces

If the apartment includes a terrace (hereinafter, the "Appurtenant Terrace"), the Lessee shall keep such terrace or balcony (including the floor, the interior of the parapet wall, the cap of the parapet wall, and the ceiling formed by the balcony above) clean, sanitary and free from snow, ice, leaves, animal wastes, and all other debris of any sort whatsoever.

No pigeons or other birds or animals shall be fed from such Appurtenant Terrace.

No Terrace should be used for storage. Barbequing and grilling of food is prohibited.

No plantings should be installed without the permission of the Lessor. Plantings must be in leak proof containers and should be raised at least an inch above the floor of the terrace.

The Lessee shall be solely responsible for the cleanliness and sanitary condition of the Appurtenant Terrace.

In the event of a fine, civil penalty or any other penalty is imposed upon the Lessor by any governmental entity having jurisdiction over the building arising from the Lessee's failure to maintain the cleanliness and sanitary condition of the Appurtenant Terrace, then the Lessee shall be solely responsible for the payment thereof. In the event that Lessee does not pay the full amount of the penalty upon demand, then the Lessor shall be entitled to recover from the Lessee the full amount of the penalty together with all expenses incurred by the Lessor as additional rent.

17. Parking

All residents must comply with all aspects of the co-op's Parking Policy which may include all listed below or be in addition to all below:

No vehicle belonging to a Shareholder, Lessee, or to a member of the family or guest, sub-tenant, agent of employee of a Shareholder or Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.

There will be a limit of one (1) additional parking space per apartment.

Visitors and guests may use the designated parking spaces. The hours for use are from 8:00 am until midnight, with a maximum of 4 hours per visit. Shareholders are not permitted to park in the guest spaces.

All Shareholders are asked to turn off their car lights when fully parked. Leaving your lights on are a nuisance to other Shareholders.

No vehicle belonging to a Shareholder, Lessee, or to a member of the family or guest, sub-tenant, agent of employee of a Shareholder or Lessee shall be parked in another spot other than the designated spot.

No Shareholder or Lessee should park an unregistered or unlicensed vehicle on the property.

In the event that a vehicle is parked in violation of subparagraphs of this paragraph "19", the Lessor, in the exercise of its discretion, shall have the option to have the vehicle towed.

18. Prohibition of Vehicle Repairs

No vehicle belonging to or used by a Lessee or a member of the family, guest, sub-tenant or employee of a Lessee shall be repaired, lubricated, fueled, washed or otherwise serviced or maintained on any public portion of the building, including, the parking lot. Repairs not involving the draining or addition of any lubricant, and emergency repairs of less than ten (10) minutes duration may be performed only when necessary for removal of a vehicle from the public portion of the building.

19. Illegal Activity

No Shareholder, Lessee, or member of the family or guest, sub-tenant, agent or employee of a Shareholder or Lessee occupying an apartment at 2333/2345 Palmer Avenue, New Rochelle, New York shall either make or permit to be made any use of the Premises or any part thereof which would violate, directly or indirectly, any public law, ordinance or governmental regulation (whether criminal or civil in nature); or which may be dangerous to life, limb or property; or for any illegal trade, manufacture, business, or other activity whatsoever; or which will suffer or permit the Premises or any part thereof to be used in any manner which, in the judgment of the Lessor, may in any way impair or tend to impair the character, reputation or appearance of the Premises as a highest quality multi-family residential building (hereinafter collectively referred to as "Illegal Activity").

20. General Conditions

No Lessee shall send any employee(s) out of the building on any private business of a Lessee.

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 written consent of the Lessor.

The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during ten days after notice in writing from the Lessor to clean the windows, such cleaning may be done by the Lessor, 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 Lessee.

Shareholders are responsible for family members, guests and contractors. Respective tenants and any other persons associated with Shareholder are to abide by House Rules while on premises.

These House Rules may be added to, amended or repealed, in whole or in part, at any time by resolution of the Board of Directors of the Lessor.

Any consent or approval given under these House Rules by the Lessor shall be revocable at will by the Lessor, in the exercise of its direction, without notice to the Lessee.

Failure to abide by the **Proprietary Lease of these House Rules** will result, in addition to any other remedies the Board may have, including eviction, in the imposition of any administrative fee in accordance with the Schedule of Administrative Fees made part of these House Rules.

21. Lithium-ion Battery Powered Devices.

The Board of Directors has serious concerns with fire safety issues and has banned certain lithium-ion battery devices specifically prohibiting the use, storage and/or charging of e-bikes, electric scooters and hoverboards utilizing lithium batteries, with the exception of wheelchairs or mobility devices designed for and utilized by persons that are handicapped or disabled

22. Schedule of Administrative Fees

Violation of these House Rules shall be punishable by the imposition of an administrative fee by the Board of Directors, the amount of which fee shall be payable in full by the Lessee as additional rent within thirty (30) days after notice as set forth in section **“1(a)” of the Proprietary Lease.**

SCHEDULE OF 2021 ADMINISTRATIVE FEES

Alterations, Unauthorized	\$100.00
Contractor, Without Indemnification	\$750.00
Dumping, Illegal	\$100.00
Floor Covering, Improper	\$100.00
Cooking Grills (excluding electric), Unauthorized	\$150.00
House Rule Violation not Otherwise Specified	\$100.00
Maintenance Payment, Late	\$100.00
Moving Rules, Violation	Forfeiture of Deposit
Noise, Excess	\$100.00
Parking, Improper	\$100.00
Pets, Unauthorized	\$150.00

Subletting, Unauthorized	\$500.00
Trash Disposal	\$100.00
Appliances Disposal	\$150.00
Washing Machines, Illegal	\$500.00
Failure to provide required items	\$150.00 per month