

Dorchester Gardens Cooperative

2261 Palmer Avenue Corp.

2241-2261 Palmer Avenue

New Rochelle, NY 10801



HOUSE RULES

Welcome to Dorchester Gardens. These House Rules have been established to promote a safe, clean, and harmonious living environment for all shareholders, residents, and their guests. By adhering to these guidelines, we can ensure the continued enjoyment, maintenance, and value of our property.

These rules apply to all aspects of cooperative living, including the use of individual apartments, shared amenities, and common areas. Shareholders and residents are responsible for ensuring that their guests and household members understand and comply with these rules.

We thank you for your cooperation and commitment to making our community a welcoming and enjoyable place for everyone. Should you have any questions or require clarification of any rule, please contact the management office.

BE IT RESOLVED by the Board of Directors of 2261 Palmer Avenue Corp. (the "Cooperative"), that the House Rules which are appended to and have been made part of the proprietary lease governing the occupancy of each apartment and common area at the Cooperatives premises at 2241-2261 Palmer Avenue, New Rochelle, New York as previously amended on April 15, 1991, April 14, 1993, June 23, 1993, January 1, 1995, August 4, 1997, May 7, 1998, November 1, 1998, December 3, 2008, June 1, 2011, March 6, 2014, January 23, 2017, June 17, 2018 and March 18, 2022..... shall be and hereby are compiled codified and amended further as follows:

2261 PALMER AVENUE CORP. COMPILED, CODIFIED AND AMENDED HOUSE RULES, March 24, 2025

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1. PUBLIC AREAS: HALLS, LOBBIES, STAIRWAYS, FIRE TOWERS AND ROOF: The public halls, lobbies, stairways, and fire towers of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments. The roof is strictly off-limits to all residents and guests.

- **1.1:** The following activities are strictly prohibited in all public indoor areas of the building, including but not limited to public halls, lobbies, stairways, fire towers, laundry rooms, and elevators.
- **1.2:** Smoking, including the use of lighted cigars, cigarettes, pipes, or any substance containing tobacco or other materials. Persons smoking outside must remain at least 10 feet away from the building. Smoking within apartments must not cause smoke to enter public hallways.
- **1.3:** Discarding or depositing bottles, glass, cans, paper, garbage, trash, or any form of litter in public areas.
- **1.4:** Playing or engaging in recreational activities in the public halls, stairways, fire towers, or elevators.
- **1.5:** Allowing strong, unusual, or noxious odors to emanate from an apartment or circulate into public areas, as prohibited under the Proprietary Lease 18(b).
- **1.6:** Decorating or furnishing any public hall without the prior, express written consent of the Board of Directors and all shareholders whose apartments are served by the hall in question.
- **1.7:** Hanging door decorations without approved methods such as over-the-door hangers or removable adhesive hooks. Tape, stickers, decals, nails, screws, and tacks are strictly prohibited. Only removable magnetic stickers are allowed.
- **1.8:** Placing items including but not limited to doormats, shoes, umbrellas, boxes, shopping carts, bicycles, or baby carriages in hallways, staircase landings, or fire towers. Hanging or shaking items from windows, terraces, balconies, patios, or placing items on windowsills is also prohibited.
- **1.9:** Conducting commercial business or hosting clients/customers in apartments in violation of New Rochelle Municipal Zoning Ordinance. Holding auctions in any apartment is also prohibited.
- **1.10:** Shareholders shall be held liable for any and all damages to the common areas or property of the Cooperative caused by themselves, their family members, guests, subtenants, or employees, except as otherwise set forth in paragraphs 4(a) & (d) and 11 of the Proprietary Lease.

2. SAFETY: The Cooperative is committed to ensuring the safety and well-being of all residents. Adherence to safety regulations is essential to maintaining a secure living environment.

- **2.1:** All shareholders, residents and their guests are required to comply with safety regulations, including the proper installation and maintenance of smoke and carbon monoxide alarms as mandated by law.
 - Each apartment must be equipped with smoke and carbon monoxide alarms to the extent required by law. It is the responsibility of the shareholder to maintain these devices in working order.
- **2.2:** Shareholders and lessees are required to inspect smoke and carbon monoxide alarms at least once a year to ensure proper functionality. Devices must be replaced as needed to comply with safety standards.

3. INSURANCE: To protect the Cooperative and its residents, all shareholders are required to maintain active homeowners insurance. This policy ensures financial security for both the shareholders and the Cooperative. Proof of insurance must be provided annually and during applications for resale or sublet.

- **3.1:** All shareholders and sublessees are required to maintain valid homeowners insurance at all times.

- **3.2:** A Certificate of Homeowners Insurance must be submitted to the Management annually upon policy renewal to verify compliance.
- **3.3:** Shareholders are encouraged to request that their insurance broker email proof of insurance directly to Management each year upon policy renewal. Shareholders should consult with their broker to determine appropriate coverage amounts for their policy.
- **3.4:** Proof of insurance is mandatory for both shareholders and sublessees when submitting applications for resale or sublet.
- **3.5:** The Board of Directors strongly recommends that first-floor tenants in both 2241 and 2261 Palmer Avenue purchase flood insurance for additional protection.

4. NOISE: To maintain a peaceful and respectful living environment, all residents are expected to keep noise levels at a considerate volume, particularly during designated quiet hours. These guidelines are in place to ensure everyone can enjoy their space for relaxation, study, and rest without unnecessary disturbances.

- **4.1:** No Shareholder, resident, or their family members, guests, subtenants, or employees shall make or permit disturbing noises in any part of the building. This includes, but is not limited to, apartments, hallways, lobbies, vestibules, laundry areas, parking lots, yards, courts, sidewalks, or adjacent streets. Such noise should not interfere with the rights, comfort, or convenience of other residents.
- **4.2:** Between the hours of 11:00 PM and 8:00 AM, no resident or guest shall:
 - Play or permit the playing of any musical instrument.
 - Operate or permit the operation of any audio system, radio, or television at a volume that disturbs or annoys other occupants of the building.
- **4.3:** Construction, repair work, or any installation involving noise may only be conducted on weekdays (excluding legal holidays) between 9:00 AM and 5:00 PM.
- **4.4:** Residents are reminded that living in a multi-dwelling complex requires a common-sense approach and mutual understanding regarding reasonable levels of noise that may occur during daily activities.
- **4.5:** All noise complaints must be submitted in writing to Management. For disruptive noise occurring between 11:00 PM and 8:00 AM that cannot be resolved internally, residents are encouraged to contact local authorities.

5. RECYCLABLES, HOUSEHOLD GARBAGE AND TRASH DISPOSAL: Proper waste management is essential for maintaining a clean, sustainable, and hygienic living environment. All residents are required to sort recyclables, household garbage, and general trash in accordance with local guidelines. Waste must be disposed of in designated bins or areas, and communal spaces must remain tidy. Adherence to these rules helps prevent odors, pests, and clutter while fostering a respectful community.

- **5.1: Approved Paper Recyclables:** Newspapers, magazines, catalogs, paper bags, phone books, glossy inserts, cardboard, cereal boxes, shoe boxes, envelopes, junk mail (staples acceptable), colored and white paper, and CLEAN pizza boxes.
- **5.2: Approved Commingled Items:** Plastics labeled 1 through 7, milk and juice containers, soda and water bottles, food containers (clean), and household cleaning or shampoo containers.

- **5.3:** Household garbage must be completely drip-free before leaving the apartment and should be carried to the trash chute located on the south side of each floor. Once there, place the garbage into the chute for disposal.
- **5.4:** All wet debris must be securely wrapped or bagged in a size small enough to fit easily into the hopper panel.
- **5.5:** Other garbage and refuse from apartments must only be disposed of at times and in a manner directed by the superintendent or managing agent.
- **5.6: Prohibited Items for the Trash Chute:** The following items must not be thrown into the trash chute:
 - Clothing, bedding, or shoes
 - Carpet sweepings containing naphthalene or camphor balls/flakes
 - Floor scrapings, plastic wrappings, or covers
 - Oil-soaked rags, empty paint or aerosol cans, or any flammable, explosive, or highly combustible substances
 - Lighted cigarettes or cigar stubs
 - Cat litter must be securely bagged before being placed in the chute.
- **5.7:** All cartons and boxes should be flattened before disposal.
- **5.8:** Crates, wood, and other solid items must be taken to the fenced trash area designated for such items.
- **5.9:** Household garbage should not be left near the fenced trash or dumpster area. That area is designated for large items, which should only be deposited after consulting with the Cooperative's staff.
- **5.10:** Refrain from disposing of items containing feces (such as diapers or dog waste) down the chute.

6. WATER CLOSETS (TOILETS): To ensure cleanliness, functionality, and the efficient operation of plumbing systems, all residents are expected to use water closets responsibly. Non-biodegradable items must not be flushed to prevent clogs and damage. Maintenance concerns should be reported promptly. Proper use and care of water closets contribute to a pleasant and hygienic shared living environment.

- **6.1:** Water closets and other water apparatus in the building must only be used for their intended purposes. Items such as sweepings, rubbish, rags, flushable wipes, toys, condoms, paper towels, Q-Tips, or any non-biodegradable materials or other debris must never be disposed of in the toilets, as they can cause severe plumbing issues and blockages.
- **6.2:** The shareholder responsible for an apartment where damage originates due to misuse of a water closet or related apparatus shall bear the full cost of repairs.

7. PETS: Residents with pets must ensure they are well-behaved, properly cared for, and do not disrupt the living environment. Pets must be supervised at all times and are not permitted in communal spaces unless specified. Clean up after your pet promptly, both indoors and outdoors, to maintain hygiene. Consider the allergies, noise tolerance, and comfort of fellow residents to ensure a harmonious and pet-friendly community.

➤ **7.1: General Rules and Responsibilities:**

- All shareholders, residents and their guests are subject to these pet regulations.
- Shareholders are responsible for any personal injury or property damage caused by their pets or by pets brought to the premises by their subtenants or guests.
- Pet owners must indemnify the Cooperative and its agents against all claims, actions, losses, or liabilities, including reasonable attorney's fees, arising from their pets.

- Birds must always remain caged in public areas of the building.
- Commercial breeding of any animal is strictly prohibited.
- A maximum of two dogs, two cats, or one dog and one cat per apartment is permitted.
- **7.2: Permitted Pets:**
 - Only animals commonly considered household pets and/or Service or Emotional Support Animals are allowed. This includes dogs, cats, birds, and fish.
- **7.3: Pet Registration:**
 - All pets must be registered with the Management Office.
 - Dog owners must provide annual proof of inoculation and compliance with city ordinances.
- **7.4: New Shareholders:**
 - New shareholders must register their pets prior to moving into the building. Registration forms are available from the Management Office and may be updated periodically.
- **7.5: Dog-Specific Rules:**
 - Dog owners must complete and sign a registration form annually, beginning August 1, 2011.
 - Except for Service or Emotional Support Dogs, dogs must use side doors when entering or exiting the building. Front door use is prohibited unless authorized by Management.
 - Dogs are not permitted to linger in the lobby, mailbox area, exercise room, laundry room, or swimming pool area.
 - Dogs must be curbed (walked on the patch of property between the sidewalk and street) or walked on the lawn area at the south side of 2261 Palmer Avenue.
 - Dogs must be on a leash no longer than 6 feet, carried, or in a pet carrier when in any common area or on the building grounds.
 - Owners must clean up after their dogs and dispose of waste outside the building.
- **7.6: Behavioral Issues:**
 - Owners of pets causing prolonged or frequent disturbances will receive written notification.
 - Continued violations may result in administrative fees (as outlined in paragraph 23 herein), required behavioral modifications, or eviction.
 - Required behavior modifications may include muzzling, electronic bark collars, or other measures. All associated costs are the responsibility of the owner.
- **7.7: Accidents in Common Areas:**
 - Accidents in common areas must be cleaned up immediately by the pet owner.
 - A \$25 cleanup fee will be imposed for failure to clean up. Additional administrative fees will apply if pets defecate or urinate in the building or on Cooperative property.
- **7.8: Prohibited Nuisances:**
 - No resident may keep a pet that constitutes a nuisance. Examples include, but are not limited to:
 - Pets that create noise audible outside the apartment.
 - Pets that emit strong odors.
 - Pets that defecate or urinate in common areas or on Cooperative property.
 - Aggressive or threatening pets.
 - Pets that repeatedly escape the resident's control or apartment.
 - Pets that damage Cooperative property.
- **7.9: Pet Fee for Incoming Residents:**
 - As of January 1, 2025, all incoming residents are required to pay a one-time fee of \$1,000 per pet.

8. RADIATOR VALVES: Radiator valves must be handled with care to ensure proper heating and avoid damage. Do not force or over-tighten the valves, as this can cause leaks or malfunction. If adjustments are needed, turn the valve gently and avoid making abrupt changes. Report any issues, such as leaks or unusual noises, to the Cooperative's staff immediately. Proper use of radiator valves helps maintain a comfortable and efficient living environment for everyone.

- **8.1:** Radiator valves are not permitted to be turned off. Shareholders shall be held financially responsible for any resulting damage to property owned by the Cooperative or others resulting from closed radiator valves

9. FLOOR COVERING:

- **9.1:** Unless expressly authorized in writing by the Cooperative, at least eighty percent (80%) of the floor of each room in an apartment, excepting only the kitchen, bathroom, and closets, must be covered with carpeting or equally effective noise-reducing materials and adequate padding, with a minimum density of 6 lbs.

10. ENTRY INTO APARTMENTS: To ensure the safety, security, and proper maintenance of the building, the Cooperative has established guidelines regarding entry into apartments. These rules apply to emergency situations, inspections, and other necessary access requirements.

- **10.1: Emergency Access:** All shareholders are required to provide the superintendent with a duplicate copy of all entry keys to their apartment. These keys are for use by authorized personnel solely for emergency situations, including but not limited to fires, floods, water leaks, gas leaks, and medical crises.
 - Shareholders who fail to comply will bear all costs associated with entry into their apartment during an emergency.
 - A notice of entry will be left for the shareholder or resident by the person accessing the apartment during an emergency.
- **10.2: Inspection Access:** With a minimum of 48 hours' notice, agents of the Cooperative, accompanied by contractors or workmen, may enter any apartment at a reasonable hour for inspections. This includes, but is not limited to, inspecting for vermin, insects, or other pests.
 - If the Cooperative deems it necessary to take measures to inspect, control, or exterminate pests, the costs will be charged to the Shareholder as additional rent.
- **10.3: Prohibited Lock Changes:**
 - Shareholders and lessees are not permitted to change the bottom (house) lock on their apartment doors.
- **10.4: Administrative Fee for Missing Keys:**
 - A monthly administrative fee of \$25 will be charged to residents who fail to supply the superintendent with a duplicate key to their residence.

11. LATE MAINTENANCE PAYMENTS: Timely maintenance payments are critical for the Cooperative's financial health and operational stability. Shareholders are expected to adhere strictly to payment deadlines. Failure to do so will result in administrative fees and potential loss of privileges.

- **11.1: Administrative Fee for Late Payments:**

- Maintenance or assessment (if any) payments not received by the 15th day of the month in which they are due will incur an administrative fee, as outlined in the Schedule of Administrative Fees included in these House Rules.
- **11.2: Penalties for Arrears:** Shareholders in arrears may face loss of privileges, which may include, but are not limited to:
 - Revocation of access to the pool or fitness room.
 - Loss of additional parking privileges.
 - Withholding of sublet approval.
 - Restrictions on stock transfers.
- **11.3: Application of Payments:** Payments from shareholders who are in arrears will be applied in the following order:
 - Late fees.
 - Legal fees.
 - Fines.
 - Special assessments.
 - Maintenance charges, applied from the oldest balance owed to the most recent.
- **11.4: Legal Notice and Loss of Privileges:**
 - Failure to pay maintenance fees within 60 days will result in the commencement of a legal proceeding.

12. WASHING MACHINES:

- **12.1:** Washing Machines and/or clothes dryers are not permitted in any apartment.
- **12.2:** Shareholders are responsible for any damage caused to their apartment and any affected apartments, including, but not limited to, covering repair costs, addressing structural issues, and resolving any resulting impacts, from the illegal use of a washing machine or clothes dryer. Prompt action is required to maintain the integrity of the building and minimize disruption to others.

13. REPAIRS AND ALTERATIONS: Shareholders are responsible for the upkeep of their apartments and must comply with all rules regarding repairs and alterations to maintain the integrity, safety, and appearance of the Cooperative.

- **13.1: Responsibility for Repairs:**
 - Each shareholder must promptly perform all necessary maintenance and repairs to their apartment that may have caused damage to another shareholder's apartment or the common area.
- **13.2: Alterations and Additions:**
 - No shareholder, lessee, family member, guest, subtenant, agent, or employee of a shareholder or lessee shall make any non-cosmetic changes to an apartment or to any portion of the building without the express, prior, written consent of the Cooperative.
 - This includes, but is not limited to:
 - Windows, doors, terraces, patios, balconies, parapets, or the roof of the building.
 - Projecting or hanging any item outside of windows.
 - Attaching or hanging radio or television receivers on the exterior of the building.

- Displaying signs, notices, advertisements, or illumination on or at any window or other part of the building.

➤ **13.3: Liability for Damage:**

- Shareholders are liable for any damage caused, including but not limited to, their apartment and any other affected apartment. This liability includes repair costs, addressing structural issues, and resolving any related impacts to maintain the building's integrity and the well-being of all residents.

14. REQUEST TO TRANSFER STOCK AND/OR SUBLET OF APARTMENT:

- 14.1: The Board of Directors shall neither accept nor consider an application made by a shareholder for consent to transfer shares of stock of the Cooperative, or to sublet an apartment unless the shareholder's account with the Cooperative is then current for all charges imposed by and payable to the Cooperative, including, without limiting the generality of the foregoing, rent, maintenance, additional rent, service charges, parking fees, legal fees, legal expenses, administrative fees.

15. MORTGAGE REFINANCING:

- 15.1: If you plan on refinancing your mortgage, please contact the Management office for the Refinance Application that must be submitted to the Board of Directors for review and approval.
- 15.2: A credit report is also required. Typically, your bank will run a credit report and if you request and they agree, they will send it to the office - that will be acceptable. If not, the office will run the Credit Report for a pass along fee you will be required to pay.
- 15.3: Your bank may also require a questionnaire to be filled out by Management. The bank will usually deal directly with Management for that and they will be billed directly. Legal Fees will apply for the review and filings required by the Cooperative's attorneys. If you need legal assistance, please contact your attorney.

16. OCCUPANTS AND ROOMMATES:

- 16.1: All Shareholders are required to inform Management of any roommate(s) or occupant(s) residing in their apartment within 30 days of move-in or within 30 days of a request for a list of all occupants.
- 16.2: The Roommate / Occupant will be required to fill out the Roommate / Occupant form; provide all information required and sign a copy of the House Rules. A Criminal background check will be performed, a fee will apply.

17. FITNESS CENTER:

- **17.1:** The building includes a gym. The shareholders must adhere to the following rules to ensure the safety, cleanliness, and equitable use of these facilities.
 - **Access and Fees:** Use of the gym is contingent upon payment of a \$100 annual fee, which is non-refundable and must be paid in full prior to access. Additionally, all shareholders must sign a hold harmless agreement relating to any injuries, accidents, or claims arising from their use of the gym and acknowledgement of the user rules. Access to these amenities is granted only after both conditions are met. Please contact Management if you would like to use the Fitness Center located in 2241.
 - **Gym Rules:** The shareholders shall keep all equipment clean and in proper condition by wiping down machines after use and reporting any damages or malfunctions promptly to Management. No equipment, weights, or personal items may be left unattended or removed from the gym. Proper attire,

including athletic shoes, must be worn at all times. Children under the age of 16 are not permitted to use the gym.

- **Liability:** If a gym user causes damage to the gym, or if a fine, civil penalty, or other penalty is imposed upon the Cooperative due to the gym user's actions or failure to comply with these rules, the shareholder shall be solely responsible for the payment thereof. Failure to pay any applicable fees or administrative fees upon demand will result in recovery by the Cooperative as additional rent.

➤ **17.2:** Violation of these rules may result in the suspension or permanent revocation of gym privileges.

18. MOVE IN/OUT: To ensure a smooth and orderly move while minimizing disruption to the building and residents, the following rules and guidelines must be adhered to during all move-in and move-out activities.

➤ **18.1: Scheduling and Deposit:**

- All moves must be scheduled with Management at least one week in advance.
- A deposit of \$550.00, payable by personal check to 2261 Palmer Avenue Corp., must be submitted to Management prior to the move.
- The deposit will be refunded upon completion of a post-move walkthrough, provided no damages or violations occur and compliance with Section 18.4 below.

➤ **18.2: Insurance Requirements:**

- Movers must provide a certificate of insurance ("COI") prior to the move.
- The COI must meet the following specifications:
 - **Certificate Holder:** 2261 Palmer Avenue Corp, 2241-2261 Palmer Avenue, New Rochelle, NY 10801.
 - **Additionally Insured:** 2261 Palmer Avenue Corp. and Management and the name and address of the Shareholder.

➤ **18.3: Moving Times and Access:**

- Moving is limited to weekdays (excluding Federal holidays) between 9:00 AM and 5:00 PM.
- All moves must be completed by 5:00 PM.
- Moves must be conducted through the left or south side entrance of each building when facing the building from Palmer Avenue.
- Moving times must be scheduled and approved by the Superintendent, who will ensure proper elevator protection during the move.

➤ **18.4: Pre and Post Move Walkthrough:**

- A walkthrough of the building with the Superintendent is required both before and after the move to document any potential damages.
- Shareholders or subtenants must provide a duplicate set of keys to the Superintendent upon moving in.
- The move-in security deposit will only be refunded after the keys are submitted to the Superintendent.
- The Cooperative's employees are not available to assist with moving.

➤ **18.5: Moving Truck and Elevator Guidelines:**

- Moving trucks must be positioned at the south side entrance to avoid interference with vehicle traffic.
- Movers are prohibited from monopolizing the elevator by propping doors open. Elevators must remain available for use by other residents during the move.
- Movers must exercise care to avoid overloading the elevator, as this may cause damage or breakdowns.

➤ **18.6: Responsibility for Damages:**

- Incoming and outgoing shareholders are held responsible for any damages to elevators or other Cooperative property caused during the move.
- Shareholders will also be liable for costs associated with elevator breakdowns or emergency maintenance resulting from violations of these rules.

19. SUBLET APPROVAL: Shareholders intending to sublet their apartments must comply with all provisions of the proprietary lease, these House Rules, and the Sublet Policy. Subletting is a privilege, not a right, and is subject to approval by the Board of Directors under the following conditions:

➤ **19.1: Subletting Requirements:**

- No shareholder shall sublet or renew/extend a sublease without complying with paragraph 15 of the Proprietary Lease, these House Rules, and the Sublet Policy.
- Shareholders must have owned their apartment for at least five (5) years before subletting will be considered by the Board of Directors.
- Subtenants are not permitted to harbor dogs, except for service or emotional support dogs.
- Subleases exceeding one year will not be approved.
- Shareholders intending to sublet must submit the following:
 - A fully executed "Standard Form of Cooperative Sublease," approved by the Cooperative.
 - A completed sublease application form.

➤ **19.2: Sublet Administration Fee:**

- Payment of the sublet administration fee and proof of insurance is a prerequisite for the subtenant to take possession and occupy the apartment.

➤ **19.3: Termination of Sublease:**

- If a sublease terminates before the agreed-upon end date, no portion of the application or sublet administration fees will be refunded to the shareholder.

➤ **19.4: Sublet Renewals:**

- Sublet renewals must be approved annually by the Board of Directors.
- Approval requires submission of the renewed lease, renewal fee, and proof of insurance before the start of the new lease term.
- The Board of Directors reserves the right to limit the number of sublets at any time and their discretion.
- Shareholders may only sublet their apartment for a total of five (5) years.

➤ **19.5: Noncompliance and Penalties:**

- Failure of sublessees to adhere to House Rules may result in the imposition of administrative fees, suspension, or revocation of subletting privileges.

➤ **19.6: Sublessee Interview:**

- Sublessees are required to undergo an interview with the Board of Directors before sublease approval.

20. CONSTRUCTION, ALTERATIONS AND RENOVATIONS: To ensure compliance with building standards, safety regulations, and Cooperative policies, all construction, alterations, and renovations within apartments must follow the guidelines outlined below. These rules are in place to protect the property, maintain consistency, and minimize disruptions to other residents.

➤ **20.1: Renovation Application Requirements:**

- Shareholders intending to upgrade, alter, or renovate their apartments must complete a renovation application and provide all required documentation as outlined in the application. Renovation applications can be obtained from the Management Office.
 - All contractors must be licensed and insured. Copies of the contractor's license and COI must be submitted with the renovation application before any work begins.
 - All new electrical and plumbing work must comply with State and Local Building Codes.
- **20.2: Permits and Approvals:**
- The City of New Rochelle requires a Building Permit for all bathroom and kitchen renovations and any structural changes within an apartment.
 - All renovation applications and supporting documents will be reviewed by Management and require Board approval.
 - Once approved, Management will provide a letter of approval, which must be presented to the City of New Rochelle Building Department when applying for a permit. The Building Department will not issue a permit without this letter.
 - A copy of the Building Permit must be submitted to Management before construction work begins. Permits must be displayed on the exterior door of the apartment.
 - **COI Requirements:**
 - **Certificate Holder:** 2261 Palmer Avenue Corp., 2241-2261 Palmer Avenue, New Rochelle, NY 10801.
 - **Additionally Insured:** Include 2261 Palmer Avenue Corp. and Management information and the name and address of the shareholder.
- **20.3: Authorization for Work:**
- No work, including construction, reconstruction, renovation, painting, carpentry, plumbing, electrical, or maintenance (collectively referred to as "Work"), may be performed in an apartment by a contractor without prior written authorization from the Board of Directors.
- **20.4: Defense and Indemnification Agreement:**
- Written authorization for Work will only be granted if a **Defense and Indemnification Agreement** is signed by both the contractor and the shareholder and delivered to Management. This agreement is for the exclusive protection of the Cooperative.
 - Shareholders may include additional terms for their own protection at their discretion.
- **20.5: Damage Security Deposit and Plumbing Work:**
- A \$1,000 Damage Security Deposit, payable by personal check to 2261 Palmer Avenue Corp., must be submitted with the application to Management.
 - For plumbing work, the Superintendent must be notified at least 48 hours in advance. The Superintendent must be present for valve closures or line drainage.
 - Plumbing work must be performed Monday through Friday, 9:00 AM to 5:00 PM. Non-emergency plumbing work, including water main or apartment line shutoffs, is prohibited on weekends.
- **20.6: Inspection and Enforcement:**
- The Cooperative reserves the right to inspect apartments periodically to ensure compliance.
 - Any improper or unauthorized modifications shall be corrected at the shareholder's expense.

21. MAINTENANCE OF TERRACES, BALCONIES AND PATIOS: Shareholders and lessees with appurtenant terraces, balconies, or patios are required to maintain these spaces in accordance with Cooperative rules to ensure cleanliness, safety, and compliance with building policies.

➤ **21.1: Cleanliness and Sanitation:**

- Shareholders are responsible for keeping their appurtenant terrace, balcony, or patio (hereinafter referred to as the “Appurtenant Terrace”) clean, sanitary, and free from debris, including snow, ice, leaves, animal waste, and other refuse and in compliance with Paragraph 7 of the Proprietary Lease.
- The shareholder is solely responsible for maintaining the cleanliness and sanitary condition of the Appurtenant Terrace, including the floor, the interior and cap of the parapet wall, and the ceiling formed by the balcony above.

➤ **21.2: Prohibited Uses and Restrictions:**

- Nothing may be hung on or from the railings, trellises, or dividers of the Appurtenant Terrace.
- The Appurtenant Terrace may not be used for storage or cluttered with excessive furniture or planters.
- Gas, electric, and charcoal grills are strictly prohibited on the Appurtenant Terrace.
- Plantings must be kept in leak-proof containers to prevent damage or seepage.

➤ **21.3: Prohibition on Feeding Animals:**

- Feeding pigeons, birds, or other animals from window sills, terraces, patios, balconies, or in any yards, common areas, or public portions of the building is strictly prohibited.

➤ **21.4: Responsibility for Penalties:**

- If the Cooperative incurs a fine, civil penalty, or other penalty from any governmental entity due to the shareholder’s failure to maintain the cleanliness or sanitary condition of the Appurtenant Terrace, the shareholder will be solely responsible for payment.
- If the shareholder fails to pay such a fine, civil penalty, or other penalty from any governmental entity upon demand, the Cooperative has the right to recover the full amount of the penalty, along with any associated expenses, as additional rent.

22. PARKING: The Cooperative’s parking rules are designed to ensure fair access, safety, and proper use of parking spaces for all residents and their guests. Shareholders, residents and their guests must comply with these guidelines to retain parking privileges.

➤ **22.1: Assigned Parking Spots:**

- Each shareholder is assigned one parking spot after closing. To request a change, contact the Management Office.
- Additional parking spaces (if available) are limited to one per apartment and are subject to a monthly fee.

➤ **22.2: Parking Rules and Restrictions:**

- Vehicles must not block any side entrances, impede access to the building, or obstruct another vehicle.
- Vehicles must be parked only in their designated spots, with no more than one vehicle per space.
- Shareholders and guests are prohibited from parking in visitor spots.
- Unregistered or unlicensed vehicles are not permitted on the property.
- Vehicles parked on the premises must be drivable and used solely for transportation purposes. Vehicles used primarily for storage are prohibited.

- Any violation of these rules must be remedied within seven days of notice. Failure to comply will result in fines and possible revocation of parking privileges.

➤ **22.3: Visitor Parking:**

- Visitor parking spots are designated for guests only. Shareholders and residents are not allowed to park in visitor spots unless explicitly authorized by Management or staff.
- Overnight parking in visitor spots is prohibited between 2:00 AM and 6:00 AM.
- If shareholders expect overnight guests, they must contact the Management Office in advance to request a Parking Pass, which must be displayed in the guest's vehicle.

➤ **22.4: Rental of Parking Spaces:**

- The rental of parking spaces is strictly prohibited.
- If a shareholder or its subtenant is found renting a parking space, the Cooperative reserves the right, at its sole discretion, to revoke the shareholder's entitlement to a second parking space.

➤ **22.5: Ownership of Parking Spaces:**

- Parking spaces are the sole property of the Cooperative and do not transfer with the sale of an apartment.
- All parking allocations remain under the control and discretion of the Cooperative.

23. PROHIBITION OF VEHICLE REPAIRS ON PROPERTY: To maintain the safety, cleanliness, and proper use of communal areas, vehicle repairs and maintenance are strictly regulated on Cooperative property.

➤ **23.1: Prohibited Activities:**

- No vehicle may be repaired, lubricated, fueled, washed, or otherwise serviced or maintained on any public portion of the property, including the parking lot.

➤ **23.2: Limited Exceptions:**

- Repairs that do not involve the draining or addition of lubricants, and emergency repairs lasting less than ten (30) minutes, are permitted only when necessary to remove a vehicle from the public portion of the property.

24. ILLEGAL AND PROHIBITED ACTIVITY: To preserve the safety, integrity, and reputation of the Cooperative, illegal activity by shareholders, lessees, or their associates is strictly prohibited and may result in severe consequences, including the termination of proprietary leases or subleases.

➤ **24.1: Prohibited Activities:**

- No shareholder, resident, or their guests may engage in or permit any activity that:
 - Violates any public law, ordinance, or governmental regulation (criminal or civil).
 - Endangers life, limb, or property.
 - Involves illegal trade, manufacturing, business, or other unlawful activities.
 - Impairs or tends to impair, in the judgment of the Cooperative, the character, reputation, or appearance of the premises as a high-quality multi-family residential building.
- These activities are collectively referred to as "Illegal Activity."

➤ **24.2: Lessor's Right to Terminate Leases:**

- If a shareholder or subtenant or their guest engages in Illegal Activity, the Cooperative, at its sole discretion, may commence a proceeding to terminate the Proprietary Lease and/or any sublease.

➤ **24.3: Eviction and Injunctions:**

- In the event of Illegal Activity, and notwithstanding any contrary language in the Proprietary Lease or these House Rules, the Cooperative may, at its sole option:
 - Initiate summary proceedings to terminate the proprietary lease and sublease and to evict the shareholder and/or subtenant.
 - Alternatively, seek an injunction prohibiting the shareholder, subtenant or their guest from continuing the Illegal Activity without terminating the tenancy.

➤ **24.4: Responsibility for Fines and Penalties:**

- If a fine, civil penalty, or any other penalty is imposed upon the Cooperative by any governmental entity due to Illegal Activity by the shareholder, subtenant or their guest:
 - The shareholder shall bear full financial responsibility.
 - Should the shareholder fail to pay such a fine, civil penalty, or any other penalty imposed by any governmental entity upon demand, the Cooperative is entitled to recover the full amount of the penalty, along with all related expenses, as Additional Rent.

25. VACANT APARTMENTS: To ensure the safety, security, and maintenance of the property, shareholders must adhere to the following rules regarding vacant apartments.

➤ **25.1: Notification of Vacancy:**

- Shareholders are required to notify the Management Office if their apartment will be vacant for more than four (4) weeks.

➤ **25.2: Responsibility for Inspections:**

- During periods of vacancy, shareholders are solely responsible for arranging regular inspections of their apartment.
 - Inspections should include checks for plumbing, heating, leaks, and other potential issues or unforeseen problems.
 - Building staff members are strictly prohibited from conducting these inspections.

26. DELIVERIES OF FURNITURE, APPLIANCES AND CARPETING: To ensure smooth and orderly deliveries while minimizing disruption to the building and residents, the following rules apply to the delivery of furniture, appliances, and carpeting:

➤ **26.1: Scheduling and Delivery Times:**

- All deliveries must be scheduled in advance with the Management Office.
- Deliveries are permitted Monday through Saturday between 9:00 AM and 5:00 PM.
- All deliveries must be made through the south side entrance of each building (the left side entrance when facing the building from Palmer Avenue).

➤ **26.2: Vendor Insurance Requirements:**

- All vendors making deliveries must be insured and provide a COI prior to the delivery.
- The COI must include the following:
 - **Certificate Holder:** 2261 Palmer Avenue Corp., 2241-2261 Palmer Avenue, New Rochelle, NY 10801.

- **Additionally Insured:** Include 2261 Palmer Avenue Corp., Management information and the name and address of the shareholder.

27. GENERAL CONDITIONS: The following rules outline general expectations and responsibilities for shareholders, subtenants, and their guests to maintain the integrity and smooth operation of the Cooperative.

➤ **27.1: Responsibility for Compliance:**

- Shareholders are responsible for ensuring that family members, guests, invitees, contractors, and tenants abide by all House Rules while on the premises.

➤ **27.3: Window Cleaning:**

- The shareholder must keep the windows of their apartment clean.
 - If the shareholder refuses or neglects to clean the windows within ten (10) days of receiving written notice from the Cooperative, the Cooperative may arrange for the cleaning.
 - The Cooperative, through its officers or authorized agents, reserves the right to enter the apartment for this purpose, and the cost of such cleaning will be charged to the shareholder.

➤ **27.4: Private Business Prohibition:**

- No shareholder shall send building employees out of the building on private business.

➤ **27.5: Tours, Exhibitions, and Auctions:**

- No group tour or exhibition of any apartment or its contents shall be conducted, nor shall an auction sale be held in any apartment without the written consent of the Cooperative.

➤ **27.6: Storage and Laundry Space:**

- The Cooperative reserves the right, at its discretion, to curtail or reallocate any space devoted to storage or laundry purposes.

➤ **27.7: Revocation of Consent:**

- Any consent or approval given under these House Rules by the Cooperative may be revoked at the Cooperative's discretion, without prior notice to the shareholder.

➤ **27.8: Administrative Fees for Noncompliance:**

- Failure to comply with the Proprietary Lease or these House Rules will result in the imposition of an administrative fee, as outlined in the Schedule of Administrative Fees. The Board may also pursue additional remedies, including but not limited to termination of the Proprietary Lease and eviction.

➤ **27.9: Amendment of House Rules:**

- 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.

28. PROHIBITION OF LITHIUM-ION BATTERIES: To ensure the safety and well-being of all residents, the use, storage, or charging of lithium-ion batteries is strictly prohibited within the Cooperative property.

➤ **28.1: Prohibited Items:**

- The restriction applies to all lithium-ion batteries, including but not limited to those used for E-bikes, E-scooters or other mobility devices that use lithium-ion batteries.

➤ **28.2: Enforcement and Penalties:**

- Violations of this rule will result in penalties as outlined in the Schedule of Administrative Fees.
- Additional remedies may be imposed at the discretion of the Board of Directors.

29. SCHEDULE OF ADMINISTRATIVE FEES: The Cooperative has established a Schedule of Administrative Fees to enforce compliance with these House Rules. Shareholders are required to pay these fees in full as outlined below.

➤ **29.1: Imposition of Administrative Fees:**

- Violations of these House Rules will result in the imposition of an administrative fee by the Board of Directors.
- The fee amount must be paid in full by the shareholder as additional rent within thirty (30) days of notice, as specified in Paragraph “1(a)” of the Proprietary Lease.

➤ **29.2: Additional Legal Fees:**

- If the Cooperative incurs attorney fees to address or resolve a violation, the shareholder or lessee responsible for the violation will be required to cover these additional costs.

➤ **29.3: Schedule of Administrative Fees:**

- The detailed schedule of administrative fees applicable for specific violations is included in the House Rules and subject to updates as determined by the Board of Directors.

■ **Fees:**

- The associated fees for these violations are outlined in the **Schedule of Administrative Fees**, which is maintained by the Cooperative and subject to change by the Board of Directors.

Violation	Fee Note: Additional fees will apply when attorney fees are incurred by the Cooperative to cure a violation.
1. Unauthorized Alterations: Engaging in renovations or modifications without prior approval from the Board of Directors.	\$500
2. Unauthorized Appliances: Installation or use of prohibited appliances such as washing machines, dryers, portable dishwashers, or electric heaters.	\$250 and any damages incurred
3. Contractor Without Indemnification: Hiring contractors who do not provide a Defense and Indemnification Agreement or proper insurance documentation.	\$750
4. Illegal Dumping: Disposing of items improperly in areas not designated for trash or waste removal.	\$150
5. Improper Floor Coverings: Failure to install or maintain floor coverings as required by the House Rules to mitigate noise and protect flooring.	\$150
6. Unauthorized Grills: Possession or use of gas, charcoal, or electric grills on terraces, balconies, or patios.	\$150
7. House Rule Violations Not Otherwise Specified: Any other actions not explicitly listed that violate the Cooperative’s House Rules.	\$150

8. Late Payment of Maintenance Fee or Assessment: Failure to pay maintenance fees by the 15th day of the month.	\$50
9. Violation of the Moving Rules: Noncompliance with rules regarding scheduling, timing, and conduct during moves.	Forfeiture of Deposit
10. Unauthorized Parking: Parking in a spot not assigned to the shareholder, parking in visitor spots without authorization, or parking unregistered or inoperable vehicles.	\$150
11. Closing of the Radiator Valves: Unauthorized tampering or closing of radiator valves resulting in maintenance or operational issues.	\$150
12. Sublet Fees: Failure to pay required fees associated with sublet applications or renewals.	15% of Subtenants yearly maintenance charges
14. Unauthorized Subletting: Subletting without prior approval from the Board of Directors or Management.	Termination of the lessees Proprietary Lease
15. Violation of the Duration of the Sublease Agreement: Allowing a subtenant to occupy the unit beyond the agreed-upon sublease term.	In the event of a subtenant overstaying their agreement, the lessee is required to pay the cooperative the full monthly rent amount received from the subtenant for each month of the overstay.
16. Improper Trash Disposal: Failure to dispose of trash according to the Cooperative's guidelines, including improper use of chutes or disposal of prohibited items.	\$150
17. Failure to Provide Key: Not providing a duplicate key to the superintendent for emergencies or other authorized purposes.	\$25/month
18. Unauthorized Use of a Vehicle: Using a vehicle on the property for purposes other than transportation, such as storage, or parking unapproved vehicles.	\$150
19. Illegal Washing Machine and/or Dryer: Installation or use of washing machines or dryers without authorization or in violation of building codes.	\$500