

## **HOUSE RULES**

### **PARK COURT OWNERS CORP.**

*(Effective April 5, 2023)*

(1) The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building and no fire tower or any balcony shall be obstructed in any way.

(2) The lobby shall not be used as a waiting room for any patient or client of any occupant of the building.

(3) Children shall not be permitted to play in the public halls, courts (including any landscaped or planted areas), stairways, fire escapes, balconies, towers, or elevators of the building and shall not be permitted on the roof.

(4) No public hall of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of the Lessor.

(5) No Lessee shall make or permit any disturbing noises anywhere on the Premises or do anything to permit anything to be done therein which will interfere with the rights, comfort, or convenience of other Lessees. No Lessee shall play or allow the playing of any musical instrument or any audio equipment, including but not limited to televisions, radios, computer devices, etc. between the hours of 10:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the building. Construction, repair, or other work involving noise shall be conducted in or around an apartment only Mondays through Fridays (exclusive of legal holidays) and then only between the hours of 8:00 a.m. and 5:00 p.m.

(6) No article shall be placed in the halls or on the staircase landings, or fire escapes or towers, nor shall any object be hung or shaken from the doors, windows or balconies or placed upon the windowsills of the building.

(7) No awnings, window air conditioning units or ventilators shall be used in or about the building, nor shall anything be projected out of any window of the building or from any balcony, except as shall have been expressly and previously approved by the Lessor. Notwithstanding the foregoing, Lessees shall be permitted to install window air conditioning units provided the units and the installation conform to all applicable municipal codes including safety codes and strictly comply with the air conditioning installation and removal guidelines and procedures set by Lessor, as may be amended from time to time, which guidelines and procedures shall be on file with the managing agent.

(8) No sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the building except as shall have been expressly and previously approved by the Lessor.

(9) Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.

(10) Furniture and large or bulky items of any kind, exclusive of move in – move out days, shall be taken in or out of the building only through such entrances as designated by Lessor and then only Monday through Saturday (excluding legal and union holidays), between the hours of 8:00 a.m. and 5:00 p.m. Super must be notified the day prior to move to prepare elevators.

(11) No bicycles, scooters, baby carriages or other resident property shall be allowed to stand in the public halls, passageways, areas, or courts of the Premises. Bicycles, scooters, and baby carriages are permitted on elevators while entering or exiting apartments. There shall be no riding of bicycles, roller blades, scooters or skateboards in the lobby or public hallways or in apartments.

(12) Toilets, sinks showers and bathtubs shall be used for no other purpose than for which they were constructed, nor shall any garbage be disposed of therein. The cost of repairing any damage which arises in connection with a breach of this rule or from any other misuse of any of these facilities shall be paid for by the Lessee in whose apartment such damage or misuse shall have occurred.

(13) No Lessee shall request any employee of the Lessor to perform any private business of a Lessee.

(14) Dogs are strictly prohibited anywhere on the Premises, including common areas and apartments, whether on a temporary, guest, or permanent basis. In addition, any other animals including cats, birds, reptiles, or other animals (“Pet”), shall not be kept, or harbored whether on a temporary, guest, or permanent basis on the Premises unless the same in each instance be expressly permitted in writing by the Lessor. Such permission shall be revocable by the Lessor for any reason not prohibited by law or for no reason provided written notice demanding that such Pet be removed being construed as constituting permission to keep dogs on Lessor’s property, no pets be permitted on elevators or in any of the public portions of the Premises unless carried or on a leash. No pigeons or other birds or cats or other animals shall be fed from any windowsills, balcony, courtyard, or any public portion of the Premises, or from the sidewalks or streets adjacent to the building. Nothing contained herein shall be construed to limit Lessor’s rights pursuant to the Lease and/or applicable law to require the removal of any Pet for cause at any time whether before or after the expiration of such sixty (60) day period or otherwise.

(15) No reception antenna, cable, wire, or dish shall be attached to or hung from the roof or exterior of the building without the prior written approval of the Lessor.

(16) The Lessee shall use available facilities, if any, only upon such days and during such hours as may be designated by the Lessor.

(17) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry spaces.

(18) Unless expressly authorized by the Lessor in each case, the floors of each apartment must be covered with rugs or carpeting or effective noise-reducing material, to the extent of at least 80% of the floor area of each room not including kitchens, pantries, bathrooms, and closets.

(19) No group tour, commercial filming or exhibition of any apartment or its contents shall be conducted, nor shall any auction be held in any apartment without the consent of the Lessor.

(20) The Lessee shall keep the insides and outsides of windows of the apartment clean. In case of the Lessee’s breach of this rule continuing ten days after notice in writing from the Lessor, such cleaning may be performed 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.

(22) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

(23) No Lessee shall install any plantings on the roof, courtyard or fire-escape of the Premises.

(24) No garbage or refuse shall be accumulated in any apartment which accumulation, in Lessor's opinion, is detrimental to the health, comfort or safety of other lessees, nor shall any accumulation be maintained in any portion of the Premises including without limitation the lobby, under the stairs or in front of apartment doors.

(25) Garbage and refuse shall be disposed of only at such time and in such manner as Lessor may direct. With respect to refuse containers:

(a) Debris is to be completely drip-free before being carried from the apartment to the refuse containers.

(b) All debris is to be securely wrapped or bagged and of sufficiently small size to fit easily into the refuse containers. Any debris which does not fit easily into refuse containers shall be disposed of by Lessor at Lessee's sole cost and expense.

(c) Newspapers, magazines, fully-rinsed and – dried bottles and cans, and other recyclables shall be stored in the hall or stairwell landing, or other area designated by the Lessor for such purpose, after being placed in a neat manner in an appropriate recycling container.

(d) Under no circumstances should anything containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil, paint, aerosol cans or any other flammable, explosive, highly combustible, or toxic, substance or any lighted cigarettes or cigars or other lighted objects, be thrown into the refuse containers.

(e) Vacuum cleaner bags, dust and dirt should be wrapped in a securely tied bag or package and then be placed into a refuse container.

(26) No vehicle shall be parked to impede or prevent ready access to any entrance of the building by another vehicle. Lessor shall have the right to establish a parking policy covering one or more parking spots at the Premises and require all persons to whom parking privileges are granted to execute a parking agreement setting forth the rights and obligations of the parties. Lessor may modify or amend such policy from time to time as it seems fit.

### **Parking Policy:**

1. All initial parking assignments are obtained through the Managing Agent at closing on behalf of Park Court Owner's Inc. Subsequently, any requests to be added to the waiting list for indoor parking, a second space or a space assignment change must be sent to the Board of Directors at [parkcourtbod@gmail.com](mailto:parkcourtbod@gmail.com). **NOTE: Second parking spaces require proof of at least two licensed drivers living in the unit.**
2. All vehicles parked on the property must have a valid registration, license plate affixed, and must be in operable condition.
3. All vehicles must comply with New York State Department of Transportation laws about use and performance of any such indoor/outdoor parked vehicle as deemed appropriate to the well-being of Park Court

Owners Inc. For example: it is unacceptable for vehicles to be left idling, unattended and/or left running while parked for more time than is needed to exit/enter the garage/outside parking area. Any vehicle having an oil /fluid leak is not permitted on Park Court Owners Inc. property until the repair has been completed.

4. No automotive repair work is permitted anywhere on Park Court Owners Inc. property.
5. Vehicles must be parked between painted lines and should not be parked in a manner that is obtrusive towards other parked cars.
6. No vehicle shall be parked to impede or prevent ready access to any entrance of the building by another vehicle. You must adhere to “No Parking” signs wherever posted and ensure your parked vehicle does not block any driveway, garage entrance, other parked vehicle or refuse container. Anyone found to be parked in other than their assigned parking space is subject to towing and fine.
7. All vehicles must fit within the lines of the parking space without impeding access to other vehicle in parallel spot(s). All vehicles parked indoors must not extend beyond support beams.
8. Personal property cannot be stored in parking space assignments either indoor or outdoor due to Yonkers Fire Department regulations. You may only park one vehicle in your assigned space. Any items found in parking assignments that do not belong will be removed and discarded.
9. **No commercial vehicles with commercial license plates are allowed, only personal vehicles.**

(27) Lessor may enter the apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether a) measures are necessary or desirable to control or eliminate any vermin, insects, other pests or objectionable odors or b) there has occurred a default of these House Rules or any other corporate document and, in any case, to take such measures. The costs of taking any such measures shall be payable by the Lessee as additional charges.

(28) These House Rules may be expanded, added to, amended, or repealed by the Lessor at any time.

(29) As required by current law and these House Rules, the Lessor shall be provided with all keys to Lessee’s apartment and any storage area. The keys will only be used for emergency access. If such keys have not been provided when emergency access is necessary, Lessor shall not be responsible for any damage caused by gaining access by other means and the Lessee shall pay the cost of repairing, and be liable for, all such damage.

(30) Lessee shall install and always maintain in the operating condition within the apartment one or more Westchester County fire code approved smoke and carbon monoxide detecting devices.

(31) Moving, Deliveries and Removals

(a) Lessor’s managing agent and superintendent shall be notified a minimum of one week in advance of a move so that permission therefor may be obtained, and scheduling arranged. Moves in and out of the building are restricted to Monday through Friday, 8:30 A.M. to 4:30 P.M., exclusive of legal and union holidays. The Lessee shall pay \$100, as liquidation damages, for every hour or part thereof outside these days and hours during which any move is conducted, to compensate Lessor for its additional manpower and administrative costs, additional legal expenses, and inconveniences to others. An additional

\$100 shall be payable by Lessee if such move has not been approved by Lessor.

(b) and/or Lessor's other property or the apartment or interruption of normal services. Lessee shall be responsible for putting protective covering over carpet on landing and removing any debris created as the result of the move. A check (if a move-out, the

check must be certified or a bank check) payable to Lessor in the amount of \$500.00 shall be left with the managing agent prior to the move as security. The approval of any sale, sublet or move is subject to the receipt of this deposit.

(c) The security of the building shall not be impaired by the propping open or the leaving unattended of any locked entry, for any Lessee additionally shall be fully responsible for any damage to the building duration no matter how short, to the building.

(32) (a) Lessee shall pay to Lessor late fee of \$25 per month (whole or partial) until payment is received in full on any monies owed to Lessor which are received after the 10th day when due. Said late fee shall increase to \$50 per month in the event a lessee is in arrears, on more than one occasion, in an amount equal to or greater than two months' then current maintenance charges.

(b) Lessee shall pay to Lessor a dishonored check charge of \$25.00.

(33) Due to the complexities of the buildings' heating system, radiator valves in all apartments shall be turned on or off only by the building staff. Any damage resulting to apartments or other areas of the property from operation of a radiator valve in an apartment in breach of this provision shall be the responsibility of the Lessee.

(34) The following fines shall be levied for each violation of the House Rules 34 which fines shall be in addition to any other remedies available to Lessor pursuant to the Lease and/or applicable law:

(i) \$25.00 for the first violation.

(ii) \$50.00 for the second violation, regardless of whether the violation is for violation of the same house rule or is a violation of a different house rule.

(iii) \$75.00 for the third violation regardless of whether the violation is for violation of the same house rule or is for a violation of a different house rule.

(iv) \$100.00 for the fourth and all subsequent violations regardless of whether the violation is for violation of the same house rule or is a violation of a different house rule.

(v) Notwithstanding the foregoing, each violation of paragraph 25 of the House Rules (garbage disposal) shall result in a \$100.00 fine.

(vi) Notwithstanding the fines set forth in subparagraphs (i) through (iv) of this paragraph 34, the Lessor may impose a fine of \$250 for each act of vandalism to Lessor's lobby or other common areas whether committed by Lessee or a person for whom Lessee is responsible pursuant to the Lease.

(vii) Notwithstanding the fines set forth in 34 the Lessor may impose fines associated with the design and renovation agreements as stated.

Fines shall be considered additional rent pursuant to the Proprietary Lease and shall be billed to Lessee along with monthly maintenance charges.

(35) In accordance with Westchester County law, smoking is prohibited in all indoor public areas of the Lessor's premises including, without limitation, the lobbies, stairwells, laundry rooms, hallways, and garages.

(36) (a) Lessor's managing agent is responsible for the general management of the building and Lessor's other property. Complaints regarding services in the building shall be made to Lessor's managing agent in a dated and signed writing.

(b) Persistent or major problems or suggestions relating to these House Rules, general operating procedures, or other policy areas, shall be stated in writing to Lessor's managing agent with copy to Lessor's Board of Directors. Your input is welcome!

(37) For purposes of these House Rules, "Premises" shall include the buildings, all other structures, all common areas and the rest of Lessor's property.

(38) The Lessee is required to install and maintain a working smoke and carbon monoxide detector. The Lessor reserves the right to inspect each unit to ensure the Lessee's compliance. The Lessor reserves the right to install a working smoke and carbon monoxide detector (at the Lessee's expense) if at the time of the inspection no working smoke or carbon monoxide detectors are found.

(39) The installation of washers, dryers or whirlpool tubs is prohibited.

Thank you in advance for your cooperation and help in maintaining the Park Court as a first-class residential property.