

2261 PALMER AVENUE CORPORATION
% Garthchester Realty
440 Mamaroneck Ave-Suite 512
Harrison, NY 10528
914 725-3600

To: All Shareholders
2261 Palmer Avenue Corp.
New Rochelle, NY 10801

From: The Board of Directors

Date: Effective January 1999; **amended September 1, 2020**

RESALE POLICY

Please be advised that the Board of Directors of 2261 Palmer Avenue Corp. by a Resolution, adopted the following conditions and procedures for the transfer of shares of apartments.

Board of Directors will not approve a stock transfer from a Shareholder into a Trust of any kind.

Any shareholder desiring to sell an apartment must obtain a RESALE APPLICATION PACKAGE from the Managing Agent. This Package is to be completed and returned to the Managing Agent along with the required fees and additional documents required. The Managing Agent will process the returned Application Package and present the completed Resale Application to the Board of Directors for review.

1. **ADDITIONAL DOCUMENTS REQUIRED:** The following documents must accompany the Resale Application:

SHAREHOLDER/SELLER:

- Lead Paint disclosure form, signed by seller(s) and purchaser(s)

APPLICANT/BUYER: Each Applicant must provide the following with application:

- Copies of all current bank statements verifying balances and account numbers.
- Signed Federal and State Income Tax Returns; W-2's from prior year.
- Pay Stubs - most recent 4 weeks
- Letter from employer verifying length of employment and annual income.
- Proof of Homeowners Insurance
- Copy of executed Contract of Sale
- Lead Paint disclosure form, signed by seller(s) and purchaser(s)
- Copy of executed Loan Commitment Letter if applicable
- 3 Original Recognition Agreements (obtained by the lender) All must have original signatures.

2. FEES: The following fees apply and checks must be submitted with the completed Package.

APPLICANT(S)/BUYER:

- \$600.00 **Non-refundable** Application processing fee payable to Garthchester Realty, plus \$150 per additional adult
- \$250.00 **Non-refundable** Processing fee payable to 2261 Palmer Avenue Corp.
- \$850.00 Administrative Fee payable to 2261 Palmer Ave Corp. to be used towards capital improvements.
- \$550.00 Moving Bond payable to 2261 Palmer Ave. Corp., **refundable** if application is denied or after inspection by superintendent and no damage caused to common areas. The fee will be applied to cost of required repairs, if any.

- \$500.00 **Non-Refundable** fee per dog.

• SHAREHOLDER/SELLER:

- \$550.00 Moving Bond payable to 2261 Palmer Ave. Corp., **refundable** after application denied or inspection by superintendent and no damage caused to common areas
- \$500.00 Administrative Fee, payable to 2261 Palmer Ave. Corp.

3. No Transfer of Shares shall be deemed consented to unless it is authorized by a Resolution of the Board of Directors and thereafter a written consent is signed by the President or another authorized Officer of 2261 Palmer Avenue Corp.

4. All moves IN or OUT must be made using the buildings side door on the South or Left side (facing the buildings from Palmer Avenue).

5. Prospective buyer(s) shall be interviewed by the Board of Directors.

- All Persons who will occupy the apartment shall attend the interview.
- All dog(s) must attend interview.

6. The maximum number of persons who may reside in an apartment is as follows:

Studio - 2 Adults;

One Bedroom - 2 Adults and 1 Child:

Two Bedrooms - 3 Adults and 2 Children

7. Upon completion of all interviews, the Board of Directors will vote on the application. The Managing Agent will inform the purchaser(s) and seller(s) of the Board's decision. No one will be allowed to move into an apartment without Board approval.

8. At the closing of title, it is absolutely necessary that all parties to the transaction be present. If the stock certificate of the outgoing stockholder is in the name of both husband and wife, both must appear at the closing. Similarly, if a husband and wife or mother and daughter/son etc. is purchasing the stock, both parties must be present at the closing.

9. When you have entered into a Contract of Sale, the purchaser(s) and seller(s) attorney's names and addresses must be submitted directly to the Corporation's Managing Agent. The closing date and time will be finalized after the parties have been advised of the Board's consent.

10. TRANSFER AGENT: Ira Goldenberg, Esq. 399 Knollwood Road, Suite 112, White Plains, NY 10603 914-682-4015 must be notified before an attorney can schedule a closing

11. TRANSFER FEES: 2261 Palmer Avenue Corp

Effective for all closings that occur after September 1, 2020 in connection with the assignment and resale of shares of stock in the corporation and appurtenant proprietary leases, that Goldenberg & Selker, LLP, is appointed as transfer agent and registrar for the Corporation and is authorized and directed to collect at or before closing the following fees; and record transfers upon the books and records of the Corporation.

Description	Amount	Paid By	Payable to
Refundable move-out fee	\$550.00	Seller	2261 Palmer Avenue Corp
Refundable move-in fee	\$550.00	Purchaser	2261 Palmer Avenue Corp
Unpaid maintenance, late fees, penalties & fines	TBD	Seller	2261 Palmer Avenue Corp
Current month's maintenance	TBD	Seller or Purch	2261 Palmer Avenue Corp
Administrative fee	\$850.00	Purchaser	2261 Palmer Avenue Corp
Administrative fee	\$500.00	Seller	2261 Palmer Avenue Corp
Transfer agent fee	\$650.00	Seller	Goldenberg & Selker, LLP
Transfer agent fee	\$850.00	Purchaser	Goldenberg & Selker, LLP
Transfer Stamps	\$.05/share	Seller	Goldenberg & Selker, LLP
FedX overnight fee	\$50.00	Seller	Goldenberg & Selker, LLP
FedX overnight fee	\$50.00	Purchaser	Goldenberg & Selker, LLP

The following additional fees, if applicable:

Refinance Fee/Review Rec. Agreement	\$450.00	Purchaser	Goldenberg & Selker, LLP
UCC-3 filing fee	\$100.00	Seller	Goldenberg & Selker, LLP
Lost stock/lease documents	\$550.00	Seller	Goldenberg & Selker, LLP
Review of Power of Attorney	\$400.00	Seller/Purch	Goldenberg & Selker, LLP
Review Estate or Trust	\$400.00/hr	Seller/Purch	Goldenberg & Selker, LLP
Review of Foreclosure Docs	\$2,000.00	Seller Bank	Goldenberg & Selker, LLP
Review of Foreclosure Docs	\$1,500.00	Purchaser	Goldenberg & Selker, LLP
Travel fee	\$350.00	Purchaser	Goldenberg & Selker, LLP
Document revision fee	\$175.00	Seller/Purch	Goldenberg & Selker, LLP
Adjournment fee	\$375.00	Seller/Purch	Goldenberg & Selker, LLP
Overtime fee (after 2 hrs.)	\$250.00/hr	Seller	Goldenberg & Selker, LLP
Maintenance Escrow	\$600.00	Purchaser	Goldenberg & Selker, LLP
Maintenance Guarantee	\$700.00	Purchaser	Goldenberg & Selker, LLP
Intra-family transfer (simple)*	\$850.00	Seller (only)*	Goldenberg & Selker, LLP

* For simple, intra-family transfers only one transfer agent fee will be charged for the transaction.

2261 Palmer Avenue Corp. is not bound by an agreement or promises made by anyone (including the Agent of 2261 Palmer Avenue Corp.) unless in writing attached to the application and approved by Resolution of the Board of Directors of 2261 Palmer Avenue Corp., and bearing the written consent of the President or another authorized Officer of the Corporation.

THE BOARD OF DIRECTORS RESERVES THE RIGHT TO REQUIRE ADDITIONAL EVIDENCE OF FINANCIAL RESPONSIBILITY AS TO THE PURCHASER(S)

Applicant(s) agrees to comply with the rules and procedures listed in this application. False representations with respect to any information provided can result in denial of the transfer of shares.

Applicant Signature

Date

Co-Applicant Signature

Date

09-2020

Article II of Chapter 700 of the Laws of Westchester County, known as the Westchester County Fair Housing Law, prohibits discrimination in housing accommodations on the basis of a person or persons' actual or perceived race, color, religion, age, national origin, alienage or citizenship status, ethnicity, familiar status, creed, gender, sexual orientation, marital status, disability, source of income, or status as a victim of domestic violence, sexual abuse or stalking.

Section 700.21-a of the Westchester County Fair Housing Law governs all applications to purchase shares of stock in cooperative housing corporations, and applies to this application. Under this section, the cooperative housing corporation is required to comply with the following deadlines:

1. Within fifteen days of the receipt of this application, the cooperative housing corporation must either acknowledge that it has received a complete application, or shall notify you of any defect in the application.
2. If you are notified of any defect in the application, within fifteen days of the receipt of the corrected application the cooperative housing corporation must either acknowledge that it has received a completed application, or shall notify you any defect in the application.
3. Within sixty days of receipt of a completed application, the cooperative housing corporation must approve or deny your application, and provide written notice thereof.
4. If your application is denied, the cooperative housing corporation is required to provide notice to the Westchester County Human Rights Commission, including your contact information.

2261 Palmer Avenue Corp.
"Dorchester Gardens"
c/o Garthchester Realty
440 Mamaroneck Ave., Suite #512, Harrison, New York 10528
Phone: 914-725-3600

Guidelines for Purchase

This form must be filled out, signed by applicant(s) and returned before Application processing will begin.

As a matter of policy, the 2261 Palmer Ave. Corp. Board of Directors considers each buyer's application on its merits on a case by case basis.

However, the Board will not approve any sale unless the applicant intends to live in the apartment as their primary residence for a minimum of 5 Years and meets the following credit score and debt to income criteria.

Proof of minimum annual gross income is established by the Adjusted Gross Income on the purchaser(s) current Federal Tax Return 1040, or in the case of retirees, by the Federal Tax Return supplemented by other evidence satisfactory to the Board.

CREDIT SCORE MINIMUM: 700

DEBT to INCOME RATIO: 35% maximum

<https://www.wellsfargo.com/goals-credit/debt-to-income-calculator/>

Applicant: Credit Score _____ Debt to Income Ratio _____

Signature: _____

Co-Applicant: Credit Score _____ Debt to Income Ratio _____

Signature: _____

NOTE: These criteria may vary in the discretion of the governing board weighing these factors when making a decision on an application.

03-2022

How to Calculate your Debt-to-Income Ratio

Step 1:

Add up **all** your monthly bills which may include:

- Monthly maintenance
- Monthly alimony or child support payments
- Student, auto and all other monthly loan payments
- Credit card monthly payments (use the minimum payment)
- Other Debts

NOTE: Expenses like groceries, utilities, gas and taxes generally are not included.

Step 2:

Divide the total expenses by your gross YEARLY income, which is your income before taxes.

Step 3:

The result is your DTI, which will be in the form of a percentage.

Monthly Expenses		_____
	divide	_____
Yearly Pre-Tax Income		_____
	equals	_____
Debt to income %		_____

NOTICE DISCLOSING TENANTS' RIGHTS TO REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

Reasonable Accommodations

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager by calling **Garthchester Realty 914-725-3600**. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice.

Specifically, if you have a physical, mental, or medical impairment, you can request: †

Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out); Changes to your housing provider's rules, policies, practices, or services; Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

Examples of reasonable modifications and accommodations that may be requested under the New York State Human Rights Law include:

If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building. If your healthcare provider provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a “no pet” rule. If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done. If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available. If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

Required Accessibility Standards

All buildings constructed for use after March 13, 1991, are required to meet the following standards: Public and common areas must be readily accessible to and usable by persons with disabilities; All doors must be sufficiently wide to allow passage by persons in wheelchairs; and All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

If you believe that your building does not meet the required accessibility standards, you can file a complaint with the New York State Division of Human Rights.

How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act or in court within three years of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to www.dhr.ny.gov, or by calling 1-888-392-3644. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

* * * * *

† This Notice provides information about your rights under the New York State Human Rights Law, which applies to persons residing anywhere in New York State. Local laws may provide protections in addition to those described in this Notice, but local laws cannot decrease your protections. New York Executive Law § 296 (18-a).

2261 PALMER AVENUE CORP.

APPLICATION TO PURCHASE or SUBLET
(Sublet limited to one year terms, fees apply, renewed yearly)

Personal Information Regarding Applicant(s)

Date: _____

APPLICANT

CO-APPLICANT

NAME:

PHONE NUMBER:

ADDITIONAL PERSON(S) to reside in apartment:

PHONE NUMBER:

CURRENT ADDRESS:

HOW MANY YRS?

EMPLOYER:

ADDRESS / PHONE

LENGTH OF EMPLOYMENT:

If less than 3 Yrs. Prior Employer:

INCOME ESTIMATE (this year)

ACTUAL INCOME LAST YEAR:

EDUCATIONAL BACKGROUND:

EMERGENCY CONTACT INFO:

NAME, Relationship:

TEL:

E-MAIL:

VEHICLE INFORMATION:

TYPE:

1

#2

PLATE #:

2261 PALMER AVENUE CORP.

APPLICATION TO PURCHASE or SUBLET . . . Continued

PERSONAL REFERENCES:

APPLICANT

CO-APPLICANT

NAME:

ADDRESS:

TELEPHONE:

APPLICANT

CO-APPLICANT

NAME:

ADDRESS:

TELEPHONE:

BUSINESS REFERENCES:

APPLICANT

CO-APPLICANT

NAME:

ADDRESS:

APPLICANT

CO-APPLICANT

NAME:

ADDRESS:

Is there anyone in the building known to Applicant(s) _____

PETS - SALE ONLY: Are there any Pets to be maintained in apartment? **YES**____ **NO**_____.

If **YES** a Pet Registration Form must be filled out and submitted with Application along with a \$500. Fee per Dog. Also note: Dogs, must be present at Interview.

PARKING:

IF SALE: Parking spaces are non-transferrable. After closing, please contact the Management Office to request your assigned parking space number. It will not necessarily be the same spot as the current owner. **if you would like an additional spot (\$50. monthly) contact the office.**

If you would like to change your assigned parking spot, please contact the office and provide specific location preferred. You will be placed on the wait list if nothing is available at that time.

IF SUBLET: Your Landlord will provide your parking space number, which cannot be changed. If you would like an additional spot, contact your Landlord who will contact the office. Additional spots are \$50. monthly and will be billed to your Landlord.

EXTERMINATOR SERVICE; We provide a free monthly service for all shareholders/residents. The Exterminator will always enter your apartment accompanied by a staff member. The service is pet friendly, currently on the 3rd Thursday of each month. Please indicate your approval for service:

INITIAL: **YES, I would like monthly service** _____ ; **NO I would NOT like monthly service** _____.

PET REGISTRATION FORM

House Rules indicate that Shareholders are only permitted two (2) pets of a combination (for example: 1 cat, 1 dog; 2 dogs; 2 cats). **ALL** pets (including birds) must be registered and listed accordingly.

Name of Owner: _____

Building: _____ Apt: _____

Phone Number: _____ Cell Phone: _____

Pet 1

Name of Pet: _____

Type of Animal (Species) _____

Age: _____ Weight: _____ Breed: _____ Sex: _____

Veterinarian Information:

Name: _____ Phone Number: _____

Office Name & Address: _____

Pet 2

Name of Pet: _____

Type of Animal (Species) _____

Age: _____ Weight: _____ Breed: _____ Sex: _____

Veterinarian Information:

Name: _____ Phone Number: _____

Office Name & Address: _____

Owner's Signature: _____ Print Name: _____

Date: _____

2261 PALMER AVENUE CORP.

Additional Information

MOVE IN & DELIVERIES - ALL MOVES or DELIVERIES (of furniture or appliances) into the buildings must be made through the SOUTH side of the buildings. Facing the front entrance South is LEFT. Insurance Required.

GYM

If you are interested in using the GYM please contact the office for a copy of the GYM Rules and Waiver. The Gym Waiver must be signed and returned to the office before a key will be provided to the GYM.

BIKE RACK (outdoor)

Located behind 2241 between the BBQ area and the Garbage Pick-up area
Contact the office for information and a copy of the Waiver that is required.

BBQ AREA - Located in the rear of 2241 to the left the of Pool House

Residents must inform management prior to placing a BBQ in that area for their own use. All BBQ's must be marked clearly with NAME, BUILDING and APT.

When in use BBQ's must be moved 10 feet from the Building.

POOL

The Pool is open weekends starting Memorial Day weekend and weekdays from the third weekend in June through Labor Day weekend. Schedule may change yearly. Information regarding how to obtain pool passes and fees will be provided early Spring.

EMAIL NOTIFICATIONS

Management and or the Board of Directors sends out notifications or updates to shareholders via email. If you would like to be included please fill in your info below. Please include me in all EMAIL notifications sent by management or the board.

EMAIL address #1: _____

EMAIL address #2 _____

Please deliver all notifications via hand delivered copy. Initial: _____

STORAGE UNITS - for resident shareholder use only:

There are a limited number of storage units available (one per household). If you are interested please contact the office to request your name be put on the wait list.

2261 Palmer Avenue Corp.

Financial Statement

Applicant: _____
 Address: _____

Co-Applicant: _____
 Address: _____

Monthly Sources of Income and Projected Housing Expenses

Income:	Applicant	Co-Applicant	Expenses:	Applicant (after closing)	Co-Applicant (after closing)	Joint/Total (after closing)
Base monthly salary:	_____	_____	Maintenance:	_____	_____	_____
Overtime (monthly):	_____	_____	Apt. Financing:	_____	_____	_____
Bonuses (monthly):	_____	_____	Other Mortgages:	_____	_____	_____
Commissions (monthly):	_____	_____	Bank Loans:	_____	_____	_____
Dividends/Interest:	_____	_____	Auto Loans:	_____	_____	_____
Net rental income (Net):	_____	_____	Credit Card Debt:	_____	_____	_____
Other income (Itemize):	_____	_____		_____	_____	_____
TOTAL:	_____	_____	TOTAL:	_____	_____	_____

Assets & Liabilities

Assets:	Applicant	Co-Applicant	Liabilities	Applicant (present)	Co-Applicant (present)
Cash/Money Market Funds (Sch A):	_____	_____	Notes payable to banks:	_____	_____
Contract deposit:	_____	_____	Notes payable to relatives:	_____	_____
Stocks & bonds or Brokerage Accounts (Schedule B):	_____	_____	Notes payable to others:	_____	_____
Investment in own business:	_____	_____	Install accounts payable:	_____	_____
Accounts receivable:	_____	_____	Automobile:	_____	_____
Real estate owned (Schedule C):	_____	_____	Other accounts payable:	_____	_____
Automobiles:	_____	_____	Mortgages payable:	_____	_____
Personal property & Furniture:	_____	_____		_____	_____
Life insurance(cash value):	_____	_____	Unpaid income taxes:	_____	_____
Retirement funds/IRA:	_____	_____	Loans on life insurance:	_____	_____
401k:	_____	_____	Credit card debt:	_____	_____
KEOGH:	_____	_____	Other debts - itemize:	_____	_____
Profit sharing/pension:	_____	_____		_____	_____
Other assets (Schedule D):	_____	_____	TOTAL LIABILITIES	_____	_____
TOTAL ASSETS:	_____	_____	Deduct Liabilities from Assets for NET WORTH:	_____	_____

Itemized Schedule of Assets & Liabilities

Schedule A - Cash (attach additional pages if necessary) - Total should match cash line above

Applicant or Co-Applicant	Financial Institution	Type of account	Account Balance
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Itemized Schedule of Assets & Liabilities (continued)

Schedule B - Stock, Bonds and Mutual Funds (attach additional pages if necessary) - Total Should match Stocks & Bonds Line Above

Amount of shares	Description	Marketable value	Non-marketable value
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**AUTHORIZATION FOR THE RELEASE OF CONSUMER CREDIT REPORT
INFORMATION TO THE FOLLOWING COMPANY OR CORPORATION**

I _____ hereby authorize Garthchester Realty and the agencies used by this company or corporation, the release of, and/or permission to obtain and review, full consumer credit report information from the credit reporting agencies and/or their vendors. Without exception this authorization shall supersede and retract any prior request or previous agreement to the contrary. Copies of this authorization, which show my signature, have been executed by me to be as valid as the original release signed by me.

Compliance by the Subscriber with all provisions of the Federal Fair Credit Reporting Act (Public Law 91-508, 15 U.S.C. Section 1681 ET SEQ., 604-615) and the Consumer Credit Reporting Act (California Civil Code Sec. 1785.1-1785.34) or other jurisdictional requirements. Information will be requested only for the Subscriber's exclusive use, and the Subscriber will certify for each request the purpose for which the information is sought and that the information will be used for no other purposes.

 X BY WRITTEN AUTHORIZATION OF THE CONSUMER TO WHOM IT RELATES

Signature: _____ Date: _____

Printed Name: _____

Social Security Number: _____ Phone #: _____

Current Address: _____

THE TRANSFER AGENT:

Ira Goldenberg, Esq., 399 Knollwood Road, Suite 112, White Plains, NY 10603,
(914) 682-4015 must be notified before an attorney can schedule a closing.

When you have entered into a Contract of Sale, the purchaser(s) and seller(s) attorney's names and addresses must be submitted directly to the Corporation's Managing Agent. The closing date and time will be finalized after the parties have been advised of the Board's consent.

2261 Palmer Avenue Corp. is not bound by any agreement or promises made by anyone (including the Managing Agent of 2261 Palmer Avenue Corp.) unless in writing and attached to the application and approved by Resolution of the Board of Directors of 2261 Palmer Avenue Corp., and bearing the written consent of the President or other authorized officer of the Corporation.

**The Board of Directors reserves the right to require additional evidence
of financial responsibility as to the purchaser(s).**

Applicant(s) agree to comply with the procedures and rules listed in this application. False representation with respect to any of the information provided can result in the denial of the transfer of shares.

DATE: _____

SIGNATURE OF APPLICANT: _____

DATE: _____

SIGNATURE OF APPLICANT: _____

NOTICE TO TENANT
OR OCCUPANT

You are required, by Law, to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment. Your landlord is required by Law to install window guards in your apartment:

If a child 10 years or younger lives in your apartment;

If you ask him to install window guards at any time (you need not give a reason).

It is a violation of Law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly, an inspection by the landlord will follow.

CHECK WHICHEVER APPLY:

- | | |
|--|---|
| <input type="checkbox"/> CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT. | <input type="checkbox"/> WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS* |
| <input type="checkbox"/> NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT | <input type="checkbox"/> WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS* |
| <input type="checkbox"/> I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER. | <input type="checkbox"/> WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR. |
| | <input type="checkbox"/> WINDOW GUARDS NEED REPAIR |

Tenant's Name _____
(Print) (Address - Apt. No.)

Tenant's Name _____ Date: _____

RETURN THIS FORM TO:

Garthchester Realty
1

914-315-6105 fax 914-315-6111

*Except windows giving access to fire escapes or windows on the first floor that are a required means of egress from the dwelling unit.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

**2261 PALMER AVENUE CORP.
c/o Garthchester Realty
440 Mamaoneck Avenue
SUITE 512
HARRISON, N.Y 10528**

March 19, 2021

To All Shareholders and Residents
2261 Palmer Ave. Corp.
2261 - 2241 Palmer Ave. New Rochelle, NY 10801

**Re: Notice Disclosing Tenants' Rights to Reasonable Accommodations
For Persons with Disabilities**

Dear Shareholders and Residents:

Reasonable Accommodations and/or Reasonable Modifications

The New York State Human Rights Law now requires housing providers to make reasonable accommodation or reasonable modifications to a building or to residential spaces to meet the needs of people with disabilities. If you have a physical, mental or medical impairment, you can request that the 2261 Palmer Ave. Corp. make common areas of the buildings accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation or a reasonable modification, you must contact your property manager by calling Archer Property Management at **(914) 914-315-6105** or by e-mailing the property manager at **nanette@archermgmt.com**. Please note that you will need to show the Corporation that: (1) you have a disability or a health problem that interferes with your use and enjoyment of your housing accommodation; and (2) your request for an accommodation or building modification may be necessary to provide you with equal access and the opportunity to use and enjoy your housing or the amenities and services offered by the Corporation.

If you believe that you have been denied a reasonable accommodation or reasonable modification for your disability, or that you were denied housing, or that you were retaliated against because you requested a reasonable accommodation or reasonable modification, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice.

Specifically, if you have a physical, medical or mental impairment, you can request:

- Permission to change the interior of your housing unit to make it accessible. Please note that you are required to pay for these modifications, and in the case of rental housing, such as at the Corporation, it may

- require that you restore the unit to its original condition when you sell your apartment or move out.
- Changes to the rules, policies, practices, procedures or services of the Corporation.
 - Changes to common areas of the buildings so you have an equal opportunity to use the buildings. The Human Rights Law requires property owners and/or housing providers to pay for reasonable modifications to common use areas.

Common examples of reasonable modifications or reasonable accommodations which may be requested under the New York State Human Rights Law include:

- If you have a mobility impairment, the Corporation may be required to provide you with a ramp or other reasonable means to permit you to enter or exit the building.
- If your doctor provides documentation that having an animal will assist you with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.
- If you need grab bars in your bathroom, you can request permission to install them at your own expense.
- If you have an impairment that requires a parking space close to your apartment, you can request your housing provider to provide you with that parking space, or place you at the top of the waiting list if no adjacent parking space is available.
- If you have a visual impairment and require printed notices in an alternative format, such as large print or font, or need notices to be made available to you electronically, you can request this accommodation from Corporation.

Required Accessibility Standards

All buildings constructed for use after March 13, 1991 are required to meet certain building and common area accessibility standards. Because 2261 Palmer Ave. Corp. was constructed for use prior to that date, those standards do not apply to 2261 Palmer Ave. Corp.

How to File a Complaint

A complaint for violations of the New York State Human Rights Law must be filed with the New York State Division of Human Rights within one year of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to www.dhr.ny.gov or by calling 1 (888) 392-3644 with questions about your rights. You can obtain a complaint form on the above-mentioned website, or one can be e-mailed to you or mailed to you. You can also call or e-mail a Division regional office. All regional offices are listed on the above-mentioned website.

2261 Palmer Ave. Corp.
By: Board of Directors

ACKNOWLEDGEMENT OF HOUSE RULES

Please accept this letter as my acknowledgement that I received the House Rules of 2261 Palmer Avenue Corp. and will comply with same.

Building No. _____ Unit _____

Shareholder Name (Print) _____ Shareholder

Signature _____

Shareholder Name (Print) _____ Shareholder

Signature _____

Dated: _____

Please keep a copy of the House Rules for your records and return this form only.

STAR PROGRAM

NEW OWNERS/NEW STAR APPLICANTS: ACCORDING TO THE NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE MUST REGISTER WITH THE NEW YORK STATE DEPARTMENT.

You can visit the website NYSDTF for Star web application access or contact NYSDTF directly at (518) 457-2036.

ALL SENIORS MUST STILL REGISTER WITH ASSESSOR'S OFFICE:

Eligibility

Note: The New York State Department of Taxation and Finance will confirm income eligibility of Star recipients.

Must be 65 years of age.

You will be eligible if your combined income of all the owners, and of any owners' spouses residing on the premises is \$84,550. Or less.

Must include the last federal and state income tax returns (if filed)

**TOWN OF NEW ROCHELLE
515 NORTH AVE.
NEW ROCHELLE, NY 10801 914-654-2052**

Archer Property Management

It's best to review the full document, but we have noted the changes below in **bold**.

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 yearly upon renewal of the Policy. Shareholders are encouraged to request their Insurance Broker email proof of insurance each year upon renewal of their policy to Management. **Proof of Insurance must be submitted with Resale or Sublet Applications for both the shareholder and the Lessee.**

MOVING

. . . A deposit of **\$550.00** in the form of a certified check or money order made payable to 2261 Palmer Avenue Corp must be submitted to Managing Agent and is required prior to moving.

All moves (in & out) must be made through the left or south side entrance of each building when facing the building from Palmer Avenue. . . .

CONSTRUCTION, ALTERATIONS, RENOVATIONS

The City of New Rochelle requires a **Building Permit for all Bathroom and Kitchen Renovations. It is the Shareholder's responsibility to obtain a Building Permit from the City of New Rochelle before commencing work. . . .**

TERRACES AND PATIO'S

. . . **Nothing may be hung from or on the railings, the trellis or the divider. No Appurtenant Terrace should be used for storage or cluttered with furniture or planters. . . .**

GENERAL CONDITIONS

. . . All deliveries of furniture, carpeting or appliances must be scheduled with the office. **Deliveries may be made Mon. to Sat. 9 - 5pm. All deliveries must be made through left or south side entrance of each building when facing building from Palmer Avenue. . . .**

VACANT APARTMENTS

All shareholders are required to notify the Management Office if your apartment will be vacant for more than 4 weeks. During the time your apartment is vacant Management will regularly inspect the premises. They will be checking for plumbing, heating, leaks or any other unexpected problems or issues that may have occurred during the vacancy.

2261 Palmer Avenue Corp.

2241 - 2261 Palmer Avenue
New Rochelle, NY 10801

HOUSE RULES

2261 PALMER AVENUE CORP. HOUSE RULES

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BE IT RESOLVED by the Board of Directors of 2261 Palmer Avenue Corp., 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, Nov. 1, 1998, Dec. 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 18, 2022***

1. PUBLIC HALLS, LOBBIES, STAIRWAYS, FIRE TOWERS AND ROOF

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. Nor shall the fire towers be obstructed in any way.

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

- Smoke, burn a lighted cigar, cigarette, pipe, or any other matter of substance which contains tobacco; or other substance. Persons who smoke outside the building must remain at least 10 feet away from the building.
- Persons that smoke in their apartments shall not cause or allow smoke of any type or nature to enter any public hallways.
- 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 the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof.
- In addition to the prohibition in 18(b) of the Proprietary Lease 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 building.

Continued on next page . . .

PUBLIC HALLS, LOBBIES, STAIRWAYS, FIRE TOWERS and ROOF continued

- Decorate or furnish in any manner whatsoever without the express, prior, written consent of the Board of Directors of 2261 Palmer Avenue 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 Damage Free Removable Hanging Hooks ; no tape, stickers, decals, nails, screws, or tacks shall be used on the doors at any time; only removable magnetic stickers may be used.
- No article shall be placed in the halls or on the staircase landings or fire towers, 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, terraces, balconies, patios or placed upon the windowsills of the building.

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

Except as otherwise set forth in paragraph 4 (d), 11 and 18 (a) of the proprietary lease, shareholders will be liable for any and all damage to the common elements and property of 2261 Palmer Ave., Corp. that shall be caused by the Shareholder or member of the family, guest, sub-tenant or employee of a Lessee.

2. SAFETY

To the extent required by law, smoke and carbon monoxide alarms are required in all apartments and must be maintained by the shareholder. All Shareholders and Lessees must inspect their devices at least once a year and replace as needed.

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 yearly upon renewal of the Policy. Shareholders are encouraged to request their Insurance Broker email proof of insurance each year upon renewal of their policy to Management. Proof of Insurance must be submitted with Resale or Sublet Applications for both the shareholder and the Lessee.

4. NOISES

No Shareholder, Lessee or member of the family, guest, subtenant 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, yards, or court spaces 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.

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 an audio sound system or a radio or television loudspeaker(s) in such Lessee's apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the building.

No construction or 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 nine a.m. and five p.m.

In addition, we ask that our shareholders, and Lessees be cognizant of the fact that we live in a multi-dwelling complex and use a common sense approach and understanding with regard to reasonable noise that should be expected.

5. RECYCLABLES, HOUSEHOLD GARBAGE and TRASH DISPOSAL

Shareholders must comply with all State and local laws relating to Recycling. The Recycling bins are located on the first floor in the Recycling Room. Clean and dry items must be placed in respective bins.

Approved Paper Recyclables: Newspapers, magazines, catalogs; paper bags; phone books; glossy inserts; cardboard; cereal, shoe, and other boxes; Envelopes, junk mail (staples ok); colored and white paper, CLEAN pizza boxes.

Approved Commingled items: Plastics 1 through 7; Milk and juice containers; Soda, water bottles; Food containers (clean); Household cleaning, shampoo containers.

- Household garbage should be completely drip-free before it leaves the Apartment and carried to the trash chute located on the south side of each floor then placed into the chute for disposal.
- All wet debris is to be securely wrapped or bagged in a small package size to fit easily into the hopper panel.

Continued on next page . . .

RECYCLABLES, HOUSEHOLD GARBAGE and TRASH DISPOSAL continued ...

- Other garbage and refuse from the Apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent may direct
- Under no circumstances should clothing, bedding, shoes, 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 into the trash chute opening. Cat litter must be securely bagged before placing in chute.
- All cartons and boxes should be flattened.
- Crates, wood, or any solid matter items should be taken to the fenced trash area.
- Household Garbage should not be left near the fenced trash / dumpster area. That area is to be used only for large items after consulting with staff.

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 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

The following rules and regulations apply to all pets kept in units by shareholders, lessee or member of the family or guest, agent or employee of a shareholder or lessee. Each Shareholder is responsible for any personal injury or property damage caused by their pet, or any other pet brought to the premises by them or their guests. Each resident shall indemnify the Cooperative and its agents and hold them harmless against the claims, actions, loss, or liability of any kind whatsoever, including reasonable attorney's fees that arise from the privilege of maintaining a pet within 2261 Palmer Ave. Corp.

- Birds must always be caged in any of the public portions of the building.
- Commercial breeding of any animal is prohibited.
- There is a limit to 2 dogs, 2 cats or 1 dog and 1 cat per unit.
- Only animals commonly considered household pets and / or Service Dogs may be kept in the units. This is limited to dogs, cats, birds and fish
- ALL pets must be registered with the Management Office. All dog owners must provide yearly evidence of inoculation and compliance with city ordinances

Continued on next page . . .

PETS continued . . .

- New shareholders must register their pet(s) prior to moving into the building. Forms are available from the Management Office and may be revised from time to time.

DOGS:

- All current dog owners will be required to complete and sign a registration form with the Management Office annually beginning August 1, 2011.
- Except for Service Dogs, all dogs must be brought into and out of the building through the side doors. Dogs may not be taken through the front door at any time, under any circumstance unless required by management.
- Are not permitted to linger anywhere in the lobby, including the mailbox area. They are not permitted in the exercise room, laundry room or the swimming pool area.
- 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.
- Must be on a short leash, carried, or in a pet carrier when in any common area of the building or on the building's grounds.
- Dog owners must clean-up after their pet and dispose of refuse outside the building.
- Owners of pets causing prolonged or frequent disturbances to shareholders, or in any way constituting a nuisance will be subject to written notification. Continued violations shall result in the imposition of an administrative fee as outlined in paragraph 23 of this document and/or the possible requirement of behavior modifications, and/or eviction. Examples of behavior modifications that a shareholder must comply with, include, but not limited to, muzzling of the dog when in a common area and/or an electronic bark control collar to be worn to prevent nuisance barking. The cost of training is solely the responsibility of dog's owner.
- Accidents' that happen in common area of the building must be cleaned up by the shareholder or brought to the attention of staff immediately. Shareholder will be subject to a cleanup fee of \$25.00. Additional fines shall be levied if resident permits their pet to defecate or urinate in the building or on the property.

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 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.
- Pets that do damage to the Corporation's property.

8. RADIATOR VALVES

Radiator valves are not permitted to be turned off. Lessee and/or their subtenants shall be held financially responsible for any resulting damage to property owned by 2261 Palmer Avenue Corp. or others resulting from closed radiator valves

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, with a minimum density of 6 lbs. must be installed under carpet to the extent of at least eighty (80%) percent of the floor area of each room excepting only the kitchen, bathroom, closets-

10. ENTRY INTO APARTMENTS

- All Shareholders are required to provide to 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, 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 provided.
- After providing a shareholder or lessee with a minimum of 48 hours' notice the agents of the Lessor, accompanied by any contractor or workman 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.
- NOTE: BOTTOM (House) LOCK MAY NOT BE CHANGED.

11. LATE MAINTENANCE PAYMENTS

- A Lessee whose maintenance payment is not received by the 10th day of the month in which it is due shall be charged an administrative fee in accord with the Schedule of Administrative Fees made part of these House Rules.
- A shareholder that is in arrears may face additional penalties including but not limited to revocation of pool privilege, fitness room privilege or loss of additional parking spaces, sublet approval or stock transfer.
- Any payments received from a shareholder who is in arrears shall be applied in the following order: late fees, legal fees, fines, special assessments, and then maintenance, from oldest owed to most recent.

12. WASHING MACHINES and/or DRYERS are not permitted in any apartment.

13. REPAIRS AND ALTERATIONS

Each Shareholder must promptly perform all maintenance and repairs to their own unit that has caused damage to another Shareholders unit. Each Shareholder is responsible for all damage done to another shareholder unit and must make the needed repairs promptly. Should a Shareholder not effectuate such repairs to their unit after five (5) days, and after written notice by the Managing Agent, Management can have the repairs made and assess the Shareholder for the cost(s).

No Shareholder, Lessee, or member of the family or guest, subtenant, 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, patio, balcony, parapet, or roof of the building without the express, prior, written consent of the Board of Directors of 2261 Palmer Avenue Corp.

- No item shall be projected out of or hung outside 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.

14. REQUEST TO TRANSFER STOCK and/or SUBLET OF APARTMENT

The Board of Directors of the Lessor shall neither accept nor consider an application made by a shareholder for the Board's consent to transfer shares of stock of 2261 Palmer Avenue Corp. (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 and administrative penalties.

15. MORTGAGE REFINANCING

If you plan on Refinancing your mortgage, please contact the Management office for the Refinance Application that must be submitted to the Board for review and approval. 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.

Continued on next page . . .

MORTGAGE REFINANCING continued . . .

Your bank may also require a questionnaire be filled out by our Management office. 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 our Corporate Attorneys. If you need legal assistance, please contact your attorney.

16. OCCUPANTS and or ROOMMATES

All Shareholders are required to inform Management of any roommate(s) or occupant(s) residing in the apartment within 30 days of move-in or within 30 days of a request for a list of all occupants. 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

Please contact the office if you would like to use the Fitness Center located in 2241, you must sign a Waiver and agree to follow posted RULES prior to receiving a key.

18. MOVE IN/OUT

All moves must be scheduled with the Managing Agent at least one week prior to the move. A deposit of \$550.00 in the form of a personal check made payable to 2261 Palmer Avenue Corp must be submitted to Managing Agent prior to Move. Deposit will be refunded upon completion of walk through.

Movers must be insured and provide a certificate of insurance (COI) prior to the move.

COI's must state the following:

Certificate Holder:

2261 Palmer Ave Corp, 2241-2261 Palmer Ave., New Rochelle, NY 10801

Additionally Insured:

Archer Property Management, 105 Calvert St, Suite #205, Harrison, NY 10528 and
NAME AND ADDRESS of the SHAREHOLDER

Moving is limited to weekdays other than New Year's Day, Memorial Day, July 4th, Labor Day, Christmas, and all legal holidays between hours of 9:00 am and 5:00 pm. All moving must be completed by 5:30 pm. All moves (in & out) must be made 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. This will allow time to properly protect the elevator.

Continued on next page . . .

MOVE IN/OUT continued . . .

Moves, whether in or out, require a walk through - pre and post move - of the building with the Superintendent to avoid any discrepancies. 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 building south side entrance so that they do not interfere with the movement of other vehicles.
- Movers may not monopolize the elevator by propping the door open during moving operations. They must allow residents full use of the elevator.
- Movers must be advised to exercise care in not overloading the elevator. Overloading may cause elevator break down and may require emergency service or maintenance.
- Incoming and outgoing residents will be held responsible for any damage to elevators or other Co-Op property and for any other costs resulting from violation of these rules.

19. SUBLET APPROVAL

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 paragraph "15" of the proprietary lease governing subletting and the provisions of these House Rules and the Sublet Policy.

- Owners must be in occupancy for a period of five (5) years before the Board of Directors will consider allowing a sublet. Sub-Tenants will not be permitted to harbor a dog (other than a service dog) in the apartment.
- No sublease for a term in excess of one year shall be approved by the Lessor.
- 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 approved "STANDARD FORM OF CO-OPERATIVE SUBLEASE form" satisfactory to the Lessor, between the shareholder and the proposed subtenant, which sublease agreement must be submitted together with the completed sublease application form; proof of Insurance and, in addition to the provisions of the proprietary lease, upon approval of the sublease application, a shareholder intending to sublet an apartment shall pay a sublet administration fee to the Lessor, which shall be in an amount to be determined, from time to time, by the Lessor's Board of Directors.

Continued on next page . . .

SUBLET APPROVAL continued

- Payment of the sublet administration fee shall be a prerequisite to the sub-tenant taking possession and occupancy of apartment.

If a sublease terminates prior to the termination date set forth therein, regardless of the reason therefore, no portion of the application fee or sublet fees shall be refunded to the shareholder.

A Sublet Renewal must be approved yearly by the Board of Directors, if approved a Sublet Renewal Fee will be required. A copy of the executed renewed lease, the Renewal Fee and proof of Insurance must be submitted prior to the start of the new lease.

20. CONSTRUCTION, ALTERATIONS and/or RENOVATIONS

Any Shareholder wishing to upgrade, alter or perform renovations in their unit must fill out a renovation application and include all necessary documents as stated in the application. Renovation applications can be obtained by contacting Archer Management. Please note: All contractors must be licensed and insured. A copy of the Contractors license and (COI) Certificate of Insurance must be submitted with your renovation application prior to commencement of any work. All new Electrical and Plumbing materials must comply with State and Local Building Codes.

The City of New Rochelle requires a Building Permit for all bathroom and kitchen renovations and any structural changes within the unit. All applications and supporting documents will be reviewed by Management and require Board Approval. Once your application has been approved Management will provide you with a letter of approval which you must present to the City of New Rochelle Building Department along with your permit application. The Building Department will not issue you a permit without this letter. Management requires a copy of the permit before any construction work may begin. Building Permits must be displayed on the exterior unit door.

COI's must state the following:

Certificate Holder:

2261 Palmer Ave Corp, 2241-2261 Palmer Avenue, New Rochelle, NY 10801

Additionally Insured:

Archer Property Management, 105 Calvert St, Suite #205, Harrison, NY 10528 and
NAME AND ADDRESS of the SHAREHOLDER

- No Shareholder, Lessee, member of the family or guest, subtenant, agent or employee of a Shareholder or Lessee (hereinafter, collectively referred to as "Occupant")

Continued on next page . . .

CONSTRUCTION, ALTERATIONS and/or RENOVATIONS continued

- 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 2261 Palmer Avenue 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 a written agreement titled DEFENSE AND INDEMNIFICATION AGREEMENT is executed by the Contractor and the Occupant and delivered to the Managing Agent. Each clause 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 Tradesmen may be used as required by the City of New Rochelle and licenses must be delivered to Lessor upon request.
- A Damage Security Deposit in the form of a personal check of \$500.00 made payable to 2261 Palmer Avenue Corp. must be submitted with application to the Managing Agent. 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. No non-emergency water main or apartment line shut off is to be done on Saturdays or Sundays.
- The Cooperative has the right to periodically inspect apartments and may deem that improper or unauthorized modifications be corrected at the Shareholders expense.

21. MAINTENANCE OF TERRACES, BALCONIES and/or PATIOS

If the apartment includes a patio, terrace, or balcony (hereinafter, the Appurtenant Terrace"), the Lessee shall keep such patio, 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. The Lessee shall be solely responsible for the cleanliness and sanitary condition of the Appurtenant Terrace.

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MAINTENANCE OF TERRACES, BALCONIES and/or PATIOS continued

Nothing may be hung from or on the railings, the trellis, or the divider. No Appurtenant Terrace should be used for storage or cluttered with furniture or planters. No gas, electric or charcoal grills, may be used on the Appurtenant Terrace. Plantings must be in leak proof containers.

It is prohibited to feed pigeons, other birds or animals from the windowsills, terraces, patios, and balconies or in the yards, common areas or any public portions of the building. If 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 a Lessee shall be solely responsible for the payment thereof. If a 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.

22. PARKING

ASSIGNED SPOTS: One parking spot will be assigned after closing to the shareholder. To request a change contact the management office.

No vehicle shall be parked in such manner as to impede or prevent access to any of the side entrances of the buildings or block another vehicle.

- There will be a limit to one (1) additional parking spot per apartment (if available) for a fee payable monthly.
- No vehicle shall be parked in another spot other than their designated spot.
- Not more than one vehicle shall be parked in any designated parking space.
- No Shareholder or Lessee may park in visitor spots.
- No Shareholder or Lessee may park an unregistered or unlicensed vehicle on property. Vehicles parked at 2241-2261 Palmer Avenue, New Rochelle, NY must be drivable (with the exception of a temporary mechanical problem repaired within three days) and utilized only as a means of transportation. No vehicle may be used primarily for some purpose other than as a means of transportation, such as a storage area. The owners of cars in violation of this rule will lose parking privileges if the violation is not remedied within seven days of notice of such violation and will be fined in the amount set forth in paragraph 23 of these House Rules.

VISITOR AREA: Visitor spots are designated for Visitors only. Shareholders may not park in Visitor spots unless on the directive of Management or the Staff. No parking overnight permitted between hours of 2AM and 6 AM. If a shareholder is planning to have an overnight guest(s) please contact the Management office in advance, to request a Parking Pass which must be displayed in the front window.

23. PROHIBITION OF VEHICLE REPAIRS ON PROPERTY

No vehicle belonging to or used by a Lessee, or a member of the family, guest, subtenant 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.

24. ILLEGAL ACTIVITY RENDERS PROPRIETARY LEASE and/or SUBLEASE VOID AT LESSOR'S OPTION

No Shareholder, Lessee, or member of the family or guest, subtenant, agent or employee of a Shareholder or Lessee occupying an apartment at 2241-2261 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").

If a Lessee or subtenant uses or occupies the Premises for Illegal Activity, Lessor may at its option, declare the Proprietary Lease and any sublease void, and shall have the non-waive-able right to enter the Premises by way of a court action.

Notwithstanding any language to the contrary which may be contained in the Proprietary Lease or these Rules and Regulations, if a Lessee or subtenant uses or occupies the Premises for Illegal Activity, Lessor may, at its sole option, without first giving notice or an opportunity to cure, commence a summary proceeding to evict the Lessee and/or subtenant. Alternatively, Lessor may choose not to terminate the tenancy, but rather to seek an injunction prohibiting the Lessee and/or subtenant from continuing the Illegal Activity.

If a fine, civil penalty or any other penalty is imposed upon the Lessor by any governmental entity having jurisdiction over the Premises arising from the Lessee's or subtenant's Illegal Activity, then Lessee shall be solely responsible for the payment thereof. In the event that If a 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.

25. VACANT APARTMENTS

All shareholders are required to notify the Management Office if your apartment will be vacant for more than 4 weeks. During the time your apartment is vacant Management will regularly inspect the premises. They will be checking for plumbing, heating, leaks or any other unexpected problems or issues that may have occurred during the vacancy.

26 . DELIVERIES OF FURNITURE, APPLIANCES, CARPETING

All Deliveries of furniture, appliances or carpeting must be scheduled with the office. All vendors must provide Proof of Insurance prior to delivery. Deliveries may be made Mon. to Sat. 9 - 5pm. All deliveries must be made through South side entrance of each building, when facing building from Palmer Ave. the left side entrance.

Vendors must be insured and provide a certificate of insurance (COI) prior to delivery.

COI's must state the following:

Certificate Holder:

2261 Palmer Ave Corp, 2241-2261 Palmer Ave., New Rochelle, NY 10801

Additionally Insured:

Archer Property Management, 105 Calvert St, Suite #205, Harrison, NY 10528 and
NAME AND ADDRESS of the SHAREHOLDER

27. GENERAL CONDITIONS

- It is the responsibility of the Shareholder / Tenant to maintain the Smoke Alarm and Carbon Monoxide Alarm in their apartment. They should be tested yearly.
- No Lessee shall send employees out of the building on any private business.
- 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 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, contractors, tenants, all persons associated with Shareholder must abide by the House Rules while on premises.

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GENERAL CONDITIONS continued

- 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 discretion, without notice to the Lessee.
- The Lessor shall have the right from time to time to curtail any space devoted to storage or laundry purposes.
- Failure to abide by the Proprietary Lease or these House Rules will result, in addition to any other remedies the Board may have, including eviction, in the imposition of an administrative fee in accord with the Schedule of Administrative Fees made part of these House Rules.

28. SCHEDULE OF ADMINISTRATIVE FEES

- Violations of these House Rules shall be punishable by the imposition of an administrative fee by the Board of Directors, the amount of said 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.
- NOTE: Additional Fees will apply when attorney fees are incurred by the Co-op to cure a violation.

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28. - continued

SCHEDULE OF ADMINISTRATIVE FEES

Alterations, Unauthorized	\$500.00
Appliance, Unauthorized	\$150.00
Contractor, Without Indemnification	\$750.00
Dumping, Illegal	\$150.00
Floor Covering, Improper	\$150.00
Grills, Unauthorized	\$150.00
House Rule Violation not otherwise specified	\$150.00
Maintenance Payment, Late	\$50.00
Moving Rules, Violation	Forfeit of Deposit
Noise, Excess	\$150.00
Parking, Unauthorized	\$100.00
Pet Violation	\$150.00
Radiator Valves, Closing	\$150.00
Sublet Fee	\$6.00 per share
Sublet Renewal Fee	\$1500. per year
Subletting, unauthorized	\$500.00
Improper Trash Disposal	\$50.00
Unit Entry Key, Failure to provide	\$75.00
Unregistered Vehicle	\$150.00
Unauthorized use of vehicle	\$150.00
Illegal Washing Machine and/or Dryer	\$500.00

- Note: Additional fees will apply when attorney fees are incurred by the co-op to cure a violation.

Dated: New Rochelle, New York, MARCH 18, 2022