

**COLCHESTER OWNERS INC.**  
**143 Garth Road**  
**Scarsdale, New York 10583**  
**COLCHESTER HALL HOUSE RULES**  
**Effective April 15, 2022**

These House Rules apply to all residents of Colchester Hall i.e. shareholders, subtenants and employees. Pursuant to Proprietary Lease, paragraph 13, a violation of any House Rule is a breach of the Proprietary Lease. Also pursuant to the Proprietary Lease, paragraph 31, if a violation is not cured within 30 days after written notice, said Proprietary Lease could be terminated.

These House Rules are established for the purpose of maintaining the integrity of the Building, to protect the equity of every shareholder of the cooperative, and to promote the general welfare of all resident tenants. Additionally, many of the House Rules are as a result of Town Ordinances of Eastchester, New York, and Fire and Safety Regulations.

**GENERAL**

1. Where appropriate, Shareholders shall be aware that although Colchester Owners, Inc., does have an insurance policy on the Building, the policy does not cover damage to personal items in individual apartments. The Building's policy covers replacements of floors, ceilings, and walls only. Each shareholder shall, upon the purchase, sublet or any change of apartment occupancy, be required to obtain and maintain adequate insurance of his/her/their apartment, which shall insure the property for its full replacement value, with no deductions for depreciation, against loss by fire or other hazards and shall contain an endorsement providing full coverage for alterations and improvements. This is to include liability coverage with a minimum of \$300,000 to provide coverage for such events as water damage caused by the shareholder's negligence. Each shareholder shall be required, upon reasonable notice from the Managing Agent, to supply the Board of Directors with evidence of insurance coverage on their apartment.
2. With any addition in apartment occupancy, it is the Shareholder's responsibility to notify the Managing Agent within 10 days in writing. Shareholder must be in residence with any additional occupant. Any occupants other than titled shareholders not known to the Managing agent is subject to eviction.
3. Maintenance and other charges are due and payable on the 1st of each month. Any payments postmarked after the 10th day of the month will be considered late. Late payments will be assessed interest at the maximum rate allowed by law. A garage space will be relinquished if a resident's monthly maintenance payment is in arrears for more than two months. If in arrears in maintenance or other charges for more than 60 days, your name will be moved to the bottom of the garage waiting list.
4. As provided for the Proprietary Lease, Subletting, paragraph 15, subletting of an apartment is not permitted without the prior approval of the Board of Directors, and then only for a period of one year in situations of extreme hardship. All requests must be submitted to the Board of Directors in writing for consideration. In instances where the Board of Directors approves of a sublet, all individuals residing in the sublet apartments must submit an application and be approved by the Board of Directors prior to moving into the apartment. Violation of this House Rule, a breach of the Proprietary Lease, will result in, if not promptly cured, subsequent termination of the Lease.
5. It is the responsibility of the shareholder to ensure that their residents, family, guests, and agents obey the Colchester Hall House Rules.
6. These House Rules may be added to, amended, or repealed at any time by Resolution of the Board of Directors to ensure compliance.
7. All suggestions/work orders/complaints regarding Building service shall be made through the use of a work order/maintenance request slip found in mailboxes located in the basements near the laundry rooms or through the Garthchester website. If a complaint is not resolved satisfactorily, the Managing Agent shall be notified in writing of the unresolved complaint with a copy to the Board of Directors.

## **PUBLIC SPACES**

1. The public halls, stairways, and foyer of the Building shall not be obstructed or used for any purposes other than to enter or exit the apartment in the Building. No boxes for return pick up shall be kept in the foyer. Donations for pick up by charity are limited to four bags. Name of the shareholder must be labeled on the donation. The donation must be removed by the shareholder if not picked up by the charity within 48 hours.
2. No public hall shall be decorated or furnished by any resident in any manner.
3. Due to Fire Department regulations, no personal objects (e.g., footwear, umbrellas, carriages, strollers, shopping carts, etc.) shall be kept in the public halls. No items are to be hung on the doors, shaken from the windows, or placed upon the public hall windowsills of the Building.
4. Residents and their guests shall not play in the public halls, lobby, terrace, garage, driveways, stairways, and elevators. No one shall be permitted on the roof, except in an emergency. No one shall work, play, or bicycle on the landscaped grounds.
5. There is no smoking in any public space of Colchester property, indoor or outdoor of the Building.
6. Pigeons or other birds or animals shall not be fed from the windowsills, terrace, lawns, or other public portions of the Building, or on the sidewalks adjacent to the Building.
7. The terrace is for the quiet enjoyment of all residents. There is no smoking on the terrace. Food and drink are allowed on the terrace but must be taken away by shareholder. No glass is allowed on the terrace. Children must be accompanied and properly supervised by an adult. No ball playing, bicycling riding, skateboarding, roller skating, or other such activities shall be permitted on the terrace. Consideration should be given to the residents who live on the lower floors of the Building facing the terrace. Kindly respect their privacy.
8. No resident shall loiter or cause any disturbance in the front of the Building or on the terrace at any time. Residents shall be responsible for preventing their guests from loitering or causing any disturbance in front of the Building as well.
9. Individuals with wheeled apparatus and gear must use side entrances only. This includes: handcarts, dollies, bicycles, shopping carts, strollers, wheeled luggage, etc.
10. Bulletin boards placed in the laundry rooms shall be used for the posting of notices by residents. Posting of notices or signs of any kind shall not be permitted in any other part of the Building unless with the written approval of the Board of Directors.
11. No radio or television aerials shall be attached to or hung from the exterior of the Building.
12. No vehicle belonging to a resident, family member, guests including contractors or workers, shall be parked in such a manner as to impede or prevent ready access to any entrance of the Building by another vehicle.
13. The driveways leading into and out of the Building are active at all times and shall not be blocked for any reason, including the unloading of groceries, moving in and out, etc.
14. Curbside parking in front of the Building is limited to 30 minutes for drop off and pick up.

## **INDIVIDUAL UNITS**

1. Smoking is prohibited in units for leases signed after April 15, 2022. This includes but is not limited to: cigarettes, e-cigarettes or similar types of devices that emit smoke, cigars, marijuana, or other substances that have an odor. Shareholders whose leases are signed before April 15, 2022, retain the right to smoke in their apartments provided that odors shall not permeate public spaces or neighboring residents. Shareholders are encouraged to smoke outdoors away from Colchester property and may not blow smoke outside windows that may infringe on other residents.
2. Residents shall restrain odors from cooking, trash, pets, or smoking from permeating public spaces or neighboring residents.
3. In the event of an emergency, a Building employee may need to gain access to an apartment. Therefore, all residents shall provide the Superintendent with the keys to their apartments. The cost of any damage incurred as a result of not having keys to an apartment, as well as the cost of a locksmith to open the door, shall be paid by the shareholder.
4. Disturbing noises or unreasonable conduct at any time of the day which negatively impact on other residents are prohibited.

5. No resident shall make or permit any disturbing noises in the Building which interfere with the right of the other residents to the peaceful enjoyment of their apartment. For example, included but not limited to this list, no resident shall bounce balls, move furniture, vacuum nor play any musical instrument, stereo system, radio, television, or any other type of sound equipment in the apartment between 11:00 p.m. and 8:00 a.m. at a volume level that may be heard in an adjacent apartment.
6. The floors of each apartment shall be covered with rugs or carpeting or an equally effective noise-reducing material, such that at least 80% of the floor area of each room, excluding only kitchens, bathrooms and closets, is covered. Colchester Owners, Inc. requires the installation of padding of minimally 7/16 inch density (industry standard) underneath all coverage. Further, installation of such coverage and padding will be confirmed by the Managing Agent upon the sale, sublet or any other change of occupancy in any apartment. A deposit of two thousand dollars (\$2000) by check payable to Colchester Owners, Inc., is required at the time of move-in, and will be refunded by the Managing Agent once it is determined that the carpeting requirements have been met.
7. Residents shall keep all apartment windows clean.
8. Agents of the Management Company and any contractor or worker authorized by the Management Company, shall be granted access to the apartment of any resident at any reasonable hour of the day for the purpose of inspecting said apartment to ascertain whether measures are necessary to control or exterminate vermin, insects or other pests, provided that the resident has been notified of the visit and then of the measures that are to be undertaken. In the event of an emergency, as determined by the Superintendent or Managing Agent, apartment access is permitted even if the resident cannot be notified.
9. Agents of the Management Company and/or building employees shall be granted access to the apartment of all residents once a year for the purpose of a safety inspection, and ascertain if all window air conditioning (A/C) units are installed properly and all fire and CO2 alarms are installed and are in working order. If there is a failure of proper installation of the window A/C unit, the building employees would be required to secure the unit or if unable to secure, remove the unit entirely. Proper installation of A/C units is the responsibility of the shareholder. You may use a professional installer or request through a work order, a building employee to install for a fee.
10. Exclusive of an "open house" for the purpose of selling shares allocated to an apartment, no group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the written consent of the Board of Directors or the Managing Agent.
11. In 1972, the Town of Eastchester issued an ordinance prohibiting washing machines and dryers in apartment Buildings with insufficient plumbing capacity. As a result, washing machines and dryers are prohibited in apartments. A laundry room is located in each of the basements on the north and the south sides of the Building for your convenience. Laundry room machines shall only be operated between the hours of 8 AM and 10 PM.
12. Toilets and other drains in the Building shall not be used for disposal of any construction materials, sweepings, rubbish, rags, kitty litter or other articles. The cost of repairing any damage resulting from misuse of any toilets or other drains shall be paid for by the apartment owners.

#### **MOVE IN/OUT AND DELIVERIES**

1. The Managing Agent and the Superintendent must be notified at least two weeks in advance of all moving in and out of the Building including self-moving. The date and time must be scheduled with Garthchester Realty. There will be no move-in/move-out on weekends and holidays. Because of possible damage to the walls, doors, etc., residents moving in or moving out of the Building must post a deposit of five hundred dollars (\$500) by check payable to Colchester Owners, Inc. This will be returned upon inspection of common areas and the vacated apartment to ascertain that any washer/dryer which may have been in the apartment has been removed. Move in and move outs can be scheduled for Monday – Friday, no holidays, from 9am-5pm. Failure to schedule a move in/move out date will result in forfeiture of the deposit. Any moves outside of designated times will result in forfeiture of deposit.
2. Any excessive trash accumulated by moving in or out, must be put out on the curb and not left in the basement. All moving boxes must be broken down for recycling. Failure to remove excess trash, flattening of moving

boxes, or any unwanted items left in the basement will result in forfeiture of the deposit. For those moving in, this fee and the carpeting requirement fee will be returned when it has been ascertained that no damage has been done during moving and 80% of the floors are covered.

3. Delivery of oversized packages, furniture, appliances, or grocery services (i.e. fresh direct, amazon pantry) shall be through the basement entrances only. Please notify your delivery company regarding this rule. There are no deliveries allowed on Sunday. Delivery personnel must use freight elevator only.
4. All other deliveries (such as the Post Office, United Parcel Service, Meals-on Wheels and meal deliveries) are permitted through the front entrance. For the safety of the residents, it is strongly encouraged that meal deliveries are met at the front door and not buzzed through the intercom. Items that are too heavy to carry in your arms shall be wheeled on a dolly; they cannot be dragged in the hallways or in the basement. A dolly is available from the Superintendent.
5. It is the responsibility of the resident to advise all individuals making deliveries of these rules.

#### **ELEVATORS**

1. Passenger elevators are limited to passengers only. Individuals with any wheeled gear, i.e. bicycles, shopping and laundry carts, strollers, and shareholders with dogs, etc. must use freight elevator.
2. All deliveries, move-ins/move-outs, and construction staff must use freight elevators. Should the freight elevator be out of order, service personnel must contact Superintendent. No exceptions.
3. Anyone entering or leaving the Building with bicycles, shopping carts, scooters, or wagons shall use the side doors. None of the above-mentioned items shall be stored in the lobby, terrace, garage or public halls.
4. There shall be no interference whatsoever with the operation of the Building's elevators by residents, members of their families, their guests or employees.

#### **TRASH DISPOSAL AND RECYCLING**

1. Failure of proper disposal of trash or recycling outlined below, would result in a written notice to cure.
2. Debris shall be completely drip-free before it leaves the apartment, carried in a drip-proof container to the compactor closet in a careful manner, and placed into the chute so that it will drop to the basement for disposal. The Superintendent shall be notified of any drippings or moist refuse appearing on the compactor closet floor and corridors.
3. All recyclable materials must be separated and placed in the appropriate bin in the basement. All boxes must be broken down flat and placed in the basement in a manner to keep a clear pathway.
4. All refuse shall be bagged securely. Vacuum cleaner bags must never be emptied into the chute. Dust, dirt, etc. shall be wrapped in a securely tied bag or package and then placed through the hopper down into the chute.
5. All flammable materials, such as carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, or soaked rags, empty paint or aerosol cans or any other flammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs shall NOT be placed into the chute.
6. Kitty litter and other animal waste shall be wrapped securely and brought down to the garbage bin in the basement. Do not throw animal waste or pet litter in the chute.
7. Books, cartons, boxes, crates, sticks or wood or other solid matter shall not be placed into the chute. Items of this nature must be carried to the basement. All bulk disposals must be placed on the sidewalk the night before Town pickup (check with the Eastchester sanitation information sheet in basement or on town website). This includes any furniture, books, or unwanted items that do not fit in bins. No items should be left outside of bins.
8. On September 1, 1992, the Town of Eastchester adopted a law requiring recycling of certain materials. Metal bottles, metal cans, and plastic containers (marked 1-7 inside recycling triangle on the container) shall be washed and brought down to the basement, along with newspapers, magazines and junk mail, and deposited in their respective receptacles. **NO PLASTIC BAGS SHOULD BE USED WITH PAPER OR PLASTIC RECYCLING AND MUST BE REMOVED.** Waxed cardboard is not recyclable i.e. milk cartons, frozen food boxes, etc. Shipping/moving boxes must be broken down when deposited in the basement.
9. As of January 1, 2015, New York State adopted a law requiring that all electronic equipment to be recycled and cannot be disposed curbside. All electronic equipment must be taken to a designated recycler.

## **LAUNDRY ROOMS**

1. Laundry cards are available for purchase by contacting the laundry company. Cards may be refilled in the laundry room machine or through the laundry app.
2. Laundry carts are for laundry use only. They are not to be used for moving items, trash or recyclables. Return all laundry carts immediately after use. Carts allowed only on the freight elevators.
3. Laundry tables are for folding clean laundry only. Please do not leave unwanted items on the table.
4. Residents may use the bulletin board in the laundry room to post notices.
5. The doors of all front loading washers must be kept open after use.
6. Please be aware of laundry timing. Any laundry left in machines after cycle has ended maybe removed if not removed in a timely fashion.

## **STORAGE ROOM**

1. Residents are allowed to store up to 4 plastic storage bins vertically and each not to exceed 36" W x 18" L x 18" D. Storage space for bins is on a first come first serve basis. All bins must be labeled with your name and apartment number. Any unlabeled bins will be removed and discarded.
2. If you need to temporarily move other residents storage bins, please return to the same location as found.
3. Cardboard storage boxes, loose items, and loose construction materials are not allowed to be stored in Storage Room and will be removed and discarded.
4. Bicycles must be registered with the Managing Agent and must be labeled with your name and apartment number. Any bicycle not registered with the Managing Agent will be removed and discarded.
5. A/C storage is on a first come first serve basis. You must fill out a work order to contact the superintendent to store your A/C in the separate storage area. All A/C's should be tagged with shareholder name and unit number.
6. A fee of \$5.00 will be charged for each Storage Room key.

## **APARTMENT REPAIRS AND RENOVATIONS**

1. For apartment repairs, shareholders shall fill out a work order/maintenance request and place it in the mailboxes located in the basement or request through the Garthchester website. The original (white) copy will be retained by the Superintendent and the yellow copy will be retained by the Managing Agent. Upon completion of work, the pink copy will be left with the shareholder. These work orders are a means of tracking your repair requests to insure repairs are made in a timely fashion.
2. Colchester employees may perform personal work for residents only during their off-hours or their days off, if they agree to perform such personal chores or jobs. The cost for such personal services or jobs is to be negotiated by the resident and employee. In the event of emergencies in the Building, such emergencies will always take precedence over personal work.
3. Renovation to any apartment involving modification of interior walls, electrical service, plumbing or other elements of the Building's infrastructure shall be prohibited unless prior written approval is obtained from the Board of Directors or its designated agent. Renovation applications must be filled out with the managing agent for approval.
4. Licensed, insured contractors shall do all such work and proof of such shall be submitted to the Managing Agent prior to the start of work. Shareholders are required to obtain a Building permit, if required by local law.
5. Contractors shall only work during normal business hours of 9:00A.M. to 5:00 P.M. on weekdays, except holidays, and from 10 A.M. to 5 P.M. on Saturdays.
6. The contractor doing the work must remove all debris resulting from renovation or modification of any apartment from the Building. If the resident shareholder does the work personally, the shareholder shall be responsible for the removal of such debris at his /her expense. Should such debris be left in the Building, the shareholder would forfeit the deposit. If the Building must remove debris, the shareholder will be billed for the carting disposal.

## **GARAGE**

1. Garage parking privileges are conditional to titled shareholders residing in the unit and current in maintenances and fees, not more than 60 days in arrears over a 12 month period. The Board has to right to the revoke garage parking privileges if a shareholder is not current in maintenance and fees over a 12 month period. Garage space

not be assigned to shareholders on the waiting list if not current in maintenance and fees. If more than 60 days in arrears, shareholders name will be moved to the bottom of the waiting list after full payment is made.

2. Only operable and properly registered and insured automobiles shall be parked in Colchester Hall's garage. Two-wheeled motorized vehicles such as motorcycles, motorbikes or "mopeds" shall be parked only in the spaces designated for such use by the Board of Directors.
3. The limited number of garage spaces will be rented only to shareholders who own or lease an automobile and personally occupy an apartment in the Building. Each shareholder permitted to park in the garage is assigned a specific parking space. If a shareholder decides to sublet their apartment, their parking space will be forfeited. Subletting of a garage space is not permitted.
4. If titled shareholders on the garage waiting list are not personally occupying their unit, their names will be removed from garage waiting list. Only titled shareholders occupying their unit are placed on garage waiting list.
5. Upon the closing on an apartment, the new shareholder is automatically added to the bottom of the waiting list for a garage space. When a shareholder gives up his/her space, the shareholder at the top of the list maintained by the Managing Agent will be offered the vacated space.
6. Any shareholder offered a garage space may decline the space and be kept on the waiting list. After declining twice, only one last space will be offered when available. If the third time the space is declined, the shareholder will be moved to the bottom of the waiting list.
7. The shareholder occupying a garage space shall not leave or store any personal items (e.g., beach chairs, snow tires, newspapers, containers of car fluid, paint, etc.) near or around his/ her car nor anywhere else in the garage. Only one (1) shopping cart is permitted to be stored per parking space. If the above mentioned items are left or stored, then the shareholder will receive notice from the Managing Agent that the items are to be removed within a reasonable amount of time stated in the notice. If the shareholder does not comply with this request in the stated amount of time, the shareholder will forfeit his/her garage parking privilege.
8. A shareholder may permit relatives or guests (except contractors) to park in his/her space on a temporary daily basis. In such cases, the Superintendent shall be notified and shall be given the make of the car and license plate number of the relative or guest who will occupy the space, as well as the length of time the space will be occupied by the visitor.
9. Car washing is prohibited in the garage.
10. All cars must be properly parked, within the lined spaces so as not to interfere with the exit or entrance of adjacent cars.
11. The garage shall not be used as a thoroughfare to get from one side of the Building to the other.
12. Only shareholders who have a parking space in the garage shall have a garage key. Such keys shall not be given to any other person.
13. Contractors or workers are not permitted to park anywhere in the garage. Should a space holder permit such workers to park in his/her space, the space holder shall be personally liable for any damages such workers may cause.
14. Any damage caused to the garage or other cars parked in the garage by a space holder or their relatives, guests or anyone authorized to use their space, shall be liable for the cost to repair the garage or other cars.
15. Colchester Owners, Inc. shall not be responsible or liable for the theft of or damage to cars, the contents of cars, or shopping carts parked in the garage. Such events must be covered by personal insurance purchased by the space holder.

### **PETS**

1. Kindly remember pet ownership is not a right but a privilege granted by the Board of Directors, which can be withdrawn, if any rule is violated. All Board of Health and local government rules must be followed.
2. Should a shareholder bring a dog to live in their unit without prior Board Approval, there will be a \$2000 charge each month until the dog is removed.
3. There is a limit of two (2) cats per apartment. There is a limit of one (1) dog per apartment with application approval.
4. No Fish tanks/Aquariums larger than 20 gallons. No Ferrets, rodents, or reptiles allowed.

## **DOG REGULATIONS**

**I.** Pets must be leashed or carried at all times and enter or exit through the basement entrances only.

### ***Applicants for new dog ownership***

- a. Any shareholder who desires to keep a dog upon the premises shall submit a signed application for approval, with photo, and \$50 non-refundable application fee, to the Board of Directors (Garthchester as agent). Board approval is required before a dog can reside in the building.
- b. Documentation on the dog and proof of homeowner's liability insurance are required with the application.
- c. Dogs over 30 lbs. in weight and/or 18" inches in height when reached to full maturity, will not be allowed. The following RESTRICTED dog breeds include, but are not limited to: Alaskan Malamute, American or English Staffordshire Terrier, aka, Pit Bull Terrier, Boxer, American or German, Chow Chow, Dalmatian, Doberman Pincher including miniature Doberman Pincher, German Shepherd, Rottweiler and Siberian Husky.
- d. Upon approval there will be a \$500 refundable deposit required. The deposit is refundable upon the sale of shareholder unit or the unfortunate death of the dog. However, the shareholder acknowledges that he/she will forfeit a portion of, or the entire amount of the deposit if The Board elects at their sole discretion to cure violations of the house rules relating specifically to the dog policy, by use of these funds.
- e. Written notice is required stating the anticipated move in date of the dog, along with vaccination documents, photo, and a letter from a veterinarian verifying the breed, size, and weight upon full maturity.
- f. \$25 monthly fee applied to the shareholders' maintenance bill for the preference of owning a dog.
- g. The "Animal Agreement Contract" must be signed before final approval.
- h. All shareholders must be in good standing in order to own a dog which includes, but is not limited to, being current in maintenance fees, not more than 60 days in arrears over 12-month period and is in compliance with House Rules. Any ongoing noise disputes may disqualify a dog for approval.
- i. The Board has the right to limit the number of Dogs per floor.

### ***Below applies to ALL shareholders that own a dog***

- a. Only one dog per household is permitted. No subtenant or relative of a shareholder occupying shareholder unit will be allowed a dog. Only titled shareholder occupied households are permitted a dog.
- b. All dogs must be on a leash at all times in and around Colchester property.
- c. Dogs must be restrained from urinating or defecating anywhere on the property or on any roadway or parking areas on the property. No dogs are allowed on the lawn. If your pet should have an accident in any of the interior or exterior common areas, you are responsible to clean the area.
- d. Shareholders are expected to enter and exit the building with their dog using the service entrance only; no dog may come through the lobby, even if carried.
- e. If a dog displays any behavioral issues that impact the safety, security, or quality of life of any shareholder, the Board of Directors has the sole discretion to terminate the right to keep the dog on cooperative property.
- f. For safety of all shareholders, dogs must be kept back from the elevator doorway when waiting for the elevator. If the elevator is crowded, owner and dog must wait for the next elevator. Pets will only be allowed on the freight elevator.
- g. Residents who own a dog are responsible to curtail any excessive noise (for example, barking) from such pet, even when the resident is not home.
- h. Shareholders are responsible for any dogs belonging to guests, and such dogs must conform to the applicable rules, including limits of weight, height and breed, while on the premises. No visiting dog shall be allowed to reside more than seven (7) days. Any dog residing more than seven (7) days per annum must leave the premises.
- i. Shareholders are responsible for the actions of their dog walkers.
- j. If a problem between two shareholders arises concerning one of their dogs, they are first expected to discuss the problem between themselves. If a resolution cannot be arrived at, the Managing Agent should be notified, in writing, of the problem. The Managing Agent will then endeavor to mediate. If the problem still remains unresolved, the Managing Agent will recommend a course of action to The Board, who will then make a final, binding decision.
- k. Any legal costs resulting from a decision by the Board will be borne by the shareholder(s) concerned.