

HEATHCOTE-OVERHILL CORPORATION

50 POPHAM ROAD

SCARSDALE, NEW YORK 10583

HOUSE RULES

**Amended and Restated as of November 8,
2021**

Pursuant to the authority granted to it under the Proprietary Lease of Heathcote-Overhill Corporation (hereinafter the "Corporation"), the Board of Directors (the "Board") hereby establishes the following House Rules for the Corporation's apartment building (the "Building") and grounds at 50 Popham Road, Scarsdale, NY 10583 and the shareholders of the Corporation and residents of the Building. These House Rules may be amended from time to time by the Board.

COVID 19 PANDEMIC-NOTICE

During the pendency of Covid 19 pandemic all shareholders, tenants, subtenants, their contractors, vendors, guests and employees must wear face masks that completely cover their nose and mouth at all times when in common areas of the Building including elevators, entrance lobby, halls and other common areas on each floor, laundry areas, storage areas and on the front driveway, patio and play area when there is more than one person in that area, and maintain social distancing. This is essential to the health and welfare of all shareholders, residents, tenants and their guests, employees, contractors and vendors. Until further notice, in order to comply with Covid 19 regulations, the Fitness/Card room is closed.

I. STATEMENT OF PURPOSE

Cooperative apartment living involves frequent interaction with others and carries the responsibility of protecting the value of commonly held assets.

Because of the need to promote the common good of tenant-shareholders (hereinafter "Tenant"), tenants, residents, their contractors, vendors, guests and employees and the 50 Popham Road community as a whole and to maintain high standards, adherence to a set of rules for cooperative living is required.

II. WHO IS IN CHARGE

The Building is owned by the Corporation in which each Tenant owns shares of stock in the Corporation. The Corporation is governed by the Board, which consists of seven members chosen at the annual meeting of the Corporation by a vote of Tenants. All directors and officers of the Corporation serve without remuneration or special privileges. The Board retains a Managing Agent to manage the Building's operations and staff. Employees of the Corporation are responsible to the Corporation and the Board rather than to individual Tenants. The Board adopts the By-Laws of the Corporation. The By-Laws must be complied with by all Tenants, subtenants, their family members, guests, contractors, vendors and employees.

When a Tenant needs the consent of the Corporation for any matter set forth in the

Proprietary Lease or the House Rules, the Managing Agent should be contacted. If the matter is outside of the Managing Agent's customary authority or responsibility, it will be referred to officers of the Corporation or to the Board, if appropriate, for a final decision. The Board may delegate its authority under these House Rules to the officers or to the Managing Agent.

The House Rules, shall be provided to all Tenants and, shall be considered part of the Proprietary Lease. All Tenants are obligated to comply with all House Rules and to see that they are faithfully observed by their subtenants, family, guests, contractors, vendors and employees. Breach of a House Rule shall be deemed a default under the Proprietary Lease.

III. BUILDING AND GROUNDS

Common Areas

1. The sidewalks, entrances, passages, courtyards, elevators, stairways, corridors and halls must not be obstructed, encumbered or used for any purpose other than entering and leaving the Building.
2. The entrance lobby shall be a convenient waiting and meeting point incidental to arrival or departure of Tenants, their guests, contractors, vendors and employees. No other extended use of the lobby or its furnishings is permitted.
3. Nothing shall be left in the elevators, stairways, corridors, halls or any other common areas without the express permission of the Board.
4. No dirt or other contaminating substances shall be thrown, swept or deposited in or on the elevators, stairways, corridors, halls, compactor rooms, or any other common areas.
5. Children shall not play in the elevators, stairways, corridors, halls or other common areas; nor shall they be left unattended in the parking lot, on the grounds, at the outdoor playing area, or on terraces.

Elevators

6. No signs or notices may be placed in the elevators, corridors, halls or any other common areas except as authorized by the Board.
7. Elevators may not be held at a floor, nor may they be used to deliver furniture or other large objects without prior notice to and approval by the Superintendent.
8. Elevators may be used in delivering supplies, packages, baggage, etc. to apartments except any which by reason of size or nature may be considered by the Managing Agent or Superintendent as not appropriate for handling by the elevators. Prior to moving large objects or large quantities of supplies, packages, baggage or any furniture, arrangements

must be made with the Superintendent (see the Corporation's Move-in, Move-out and Delivery Requirements).

Grounds

9. The lawns and gardens, rear patio, play area and equipment for children, together with their walks and terraces, are for use only by Tenants, their families and guests. The barbeque grill located on the patio may only be used by Tenants their families and guests. Reservations for use of the barbeque must be made in advance and the Tenant is responsible for cleaning the barbeque, tables, chairs and surrounding area after each use.

Parking

10. The parking lot in front of the Building is for the convenience of Tenants, their families and guests, contractors, vendors and tenants of commercial or medical space in the Building, and their employees, patients and customers, and is to be used for short-term parking only as set forth herein. The Board has the authority to regulate the use of the parking lot in the front of the Building, by the issuance of such rules as it deems appropriate, including prohibiting parking for snow removal. See also #43.

IV. WITHIN APARTMENTS

General

11. Each residential apartment shall be used only as a residence for the quiet enjoyment of Tenants, their families and guests and shall not be used for any other purpose.

Noise

12. There shall be no noise (including but not limited to the playing of musical instruments), either within an apartment or on a terrace, that interferes with the peaceful enjoyment of others.

Carpeting and Flooring

13. Tenants must comply with noise attenuation requirements for their apartments that are established by the Board.

Windows and Terraces

14. Terraces may not be used to store cartons, furniture or other objects, nor may any article such as clothes, mops or rugs be shaken, thrown or hung from any windows or terraces. Terraces may be used to house central air conditioning condensers provided such condensers do not exceed the

height of the Terrace railings.

15. Terrace floors, doors, walls, railings, ceilings and soffits may not be painted, covered, coated and/or decorated in any fashion. No item may be attached to a terrace wall, ceiling or floor without the prior written approval of the Board.
16. Terraces may not be used for cooking, nor may any fires be made thereon.
17. No terrace may be screened or enclosed or altered nor may any canopy or screening be installed without prior written approval of the Board.
18. Floor coverings on terraces are permitted from May 1 to October 1 only. During the remainder of the year, all terrace floors must be uncovered so that the floors are open to the air.
19. Central air-conditioning is preferred; however, if window air conditioners are utilized they must be securely installed. Window guards must be installed if required by law.

Alterations, Renovations and Contractor Work

20. Alterations and renovations in or to an apartment (including painting and decorating, wallpapering, installing wood floors and electrical fixtures, appliances, or other equipment that is permanently affixed, may be made only with the prior written approval of the Board. An Application for Contractor Work in an Apartment must be submitted to the Managing Agent for review and approval by the Board. The Corporation's renovation policies and application forms including contractor requirements are available at the Managing Agent's office.
21. Installation of equipment requiring a substantial increase in the use of utilities (e.g., electricity or water) or any alterations or renovations that create noise, excessive dust that emanates from an apartment or that might have an environmental impact, or that affect the external appearance of the Building are permitted only with the prior written approval of the Board. Appropriate steps that have been approved by the Board must be taken during any renovation to reduce the amount of dust or any contaminants including asbestos or lead paint, that drifts out of the apartment being renovated. Common areas on the floor of the apartment being renovated must be cleaned at the conclusion of each work day by the contractor.
22. Fireplaces may be used in a safe manner, but it is the Tenant's responsibility to have the fireplace inspected to determine that it is in good working before it is used and to have the chimney cleaned as necessary, and in any event at last once every two years.

Household Insurance

23. Tenants must comply with all laws applicable to the installation of smoke and carbon monoxide detectors in apartments.
24. Each Tenant must carry adequate contents insurance to cover loss by fire, theft, water damage or other casualty, and general liability coverage usually provided in homeowners' insurance policies. The Corporation shall have the right to require each Tenant to submit proof of adequate coverage.

V. SUBLETTING

25. It is the policy of the Corporation that apartments are residences and not investment property. All persons who wish to reside in the Building must be approved by the Board. Subletting may be permitted, only with the prior written approval of the Board in each case, and subject to the Proprietary Lease and House Rules.
26. No more than 10% of the number of residential apartments in the Building may be sublet at any one time. To secure Board permission to sublet, an application in a form determined by the Board must be submitted by the Tenant to the Managing Agent together with fees required for such application. The Managing Agent will arrange an appointment for Board interview and advise the Tenant in writing as to the Board's decision.
27. All subleases must be for a minimum of 1 year and a maximum of 2 years, unless an extension is approved in writing by the Board.
28. An individual apartment may not be sublet more than once in every 5-year period.
29. A sublease must incorporate the Proprietary Lease and these House Rules, affirm that the subtenant has read the Lease and Rules, agrees to abide by them, and that failure to observe said Lease and Rules is a material breach of the sublease and Proprietary Lease. It must also provide for a security deposit in favor of the Corporation against any damage to Corporation property in an amount equal to at least 2 months maintenance. The By-Laws of the Corporation must be adhered to by all Tenants, their families and guests and their vendors, contractors and employees.
30. Payment of maintenance and any other assessments or charges shall be made by the Tenant, not the subtenant, and remains the Tenant's responsibility.
31. In the event of a breach of the Proprietary Lease or House Rules by the subtenant or Tenant, the Corporation shall have the right to take

appropriate action against the subtenant and the Tenant, including eviction.

32. It shall be the responsibility of the Tenant to ensure that the subtenant carries adequate insurance.

VI. SPECIFIC SERVICES

Laundry Rooms and Equipment

33. The Corporation provides two laundry rooms for the exclusive use by tenants and their employees, one on the east side and the other on the west side of the lobby floor and shall be operated according to posted instructions. The laundry equipment is for normal domestic laundry only and is not to be used for unusually heavy items such as rugs and large blankets, etc. Tenants must register with a designated representative of the Corporation, who will assign specific times for the use of these facilities. A schedule of hours for each Tenant's use is posted in the laundry rooms. The equipment may only be operated between 8 A.M. and 9 P.M. No clothes washing machines or dryers may be installed in apartments on the first through sixth floors. Any such existing machines may be retained so long as the Tenant residing there at that time remains in residence. When that Tenant ceases to reside there for any reason, the washer and dryer must be removed, and any plumbing associated with such machines must be properly capped and closed.

Storage Rooms

34. Each Tenant is assigned a storage room in the storage area on the east side of the lobby floor of the Building. Nothing may be stored in the corridors or anywhere else in common areas, nor may any Tenant store anything that is flammable or otherwise creates a fire hazard or otherwise poses a danger or hindrance to other Tenants or the Building. No equipment connected to electricity or battery-operated equipment may be stored in any storage area. Tenants should maintain their own insurance for contents in storage rooms. Storage rooms are not suitable or intended for storage of valuables.

Compactors and Compactor Rooms

35. The Building has two compactors, one on the east side and one on the west side. The rules posted in the compactor rooms for use of the compactors must be strictly observed so that the compactor rooms are kept neat. Tenants are responsible for seeing that their employees follow these rules and maintain the compactor rooms in good condition. Special containers are provided for food scrap collection. For Tenants participating in food scrap collection, care must be taken not to leave any

food scraps on the floor of the compactor rooms.

Television and Communication Equipment

36. Installation of television and communication equipment must comply with rules and regulations established by the Corporation.

VII. MISCELLANEOUS

Financing

37. Financing of the purchase of shares in the Corporation is permitted for financially qualified Tenants or prospective purchasers up to a maximum of 50% of the lesser of the current value or purchase price of the apartment and with the prior written approval of the Board under the Proprietary Lease. Applications may be obtained from the Managing Agent. Mortgage Recognition Agreements must be approved by the Board.

Keys; Automobile License Plates

38. Tenants shall provide the Corporation with (i) a complete set of keys to their apartments. Keys so provided shall be kept in a secured box to which only persons authorized by the Corporation shall have access; and (ii) the make, model and license plate number of all automobiles owned or leased by Tenants and their employees.

Diplomats

39. No person with diplomatic immunity from the laws of the State of New York shall be permitted to be a Tenant, subtenant or shareholder in the Corporation.

Emergency Contact List

40. Tenants shall provide the Corporation with emergency contact information (including name, address and phone numbers) of a relative(s) or close friend who may be contacted in case of an emergency involving a Tenant.

Prospective Purchasers

41. All contracts to purchase shares, or arrangements to transfer shares, pertaining to apartments in the Building are subject to prior written approval by the Board under the Proprietary Lease.

All prospective purchasers must submit an application on a form provided by the Managing Agent, along with all requested information.

Garage Parking

42. The Corporation has entered into an agreement with the owner of the office building located at 2 Overhill Road. Under this agreement the owner of 2 Overhill is responsible for operating and maintaining the garage underneath the Building and providing each Tenant with unassigned parking space(s) in the garage with valet parking during agreed-upon hours. Parking fees are charged by the company managing the garage for the owner of 2 Overhill. Parking is only permitted by Tenants in the garage in spaces designated by painted lines on the garage floor.
43. Temporary parking - 1 hour or less - is available on a limited basis in the parking lot in the front of the Building. This parking is under the control of the Corporation whose instructions must be followed in order to maintain fair, orderly and equitable use of this area. No overnight parking by Tenants or their employees in the front of the Building is permitted except in the case of an emergency. Unless permitted by the Corporation, employees or contractors are not permitted to use the front parking area other than for supervised pick-up or drop-off. Employees of the Corporation are not permitted to drive an automobile of a Tenant, including in the parking area in the front of the Building or to or from the garage.

Moving In, Moving out and Deliveries

44. All moving in or out of the Building must be coordinated in advance with the Managing Agent. Application forms for this purpose and applicable rules are available from the Managing Agent. (See Move-in, Move-out and Delivery Requirements)

Animals-No Pet Policy

45. No animals of any kind may enter, be kept or harbored in the Building, in any apartment therein or on the grounds surrounding the Building or the parking area in front of the Building, whether on a temporary or permanent basis.

No Smoking

46. No smoking of any kind is permitted in any area within the Building or the area surrounding the Building including within apartments of residents, on apartment terraces, or in the lobby, stairwells, hallways, elevators, compactor rooms, storage areas, laundry areas, rooftop, patio, play area or grounds in the front, sides or rear of the Building by any Tenant, subtenant, shareholder, resident, guest, employee, caregiver, contractor, vendor or service personnel.

Signs

47. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on the front door to a Tenant's apartment, the outside door of a terrace, or outside of the Building or any part thereof.

Exhibits and Auctions

48. It is the policy of the Corporation not to permit Tenants to use their apartments for such purposes as public exhibits, public "open houses," auctions, tag sales or the like. The Board may, in its sole discretion, permit such use under special circumstances, if such permission is requested in advance and expressly granted.

Employees

49. The members of the Corporation's staff work for the Corporation, not for any individual Tenant or group of Tenants. During the working hours of a staff member they are not to be sent out of the Building by a Tenant for any purpose. Staff members shall not be called upon to provide physical assistance to Tenants, their guests or employees (other than assistance getting into or out of automobiles in the front driveway), except for the emergency use of the AED by staff members trained in its use.

Shopping Carts

50. Tenants may not leave shopping carts provided by the Corporation for use by Tenants anywhere on the grounds or inside the Building. Carts provided by the Corporation must be returned after use to the concierge desk in the lobby or area near the elevator to the Garage on Level G2, as applicable.

Solicitation

51. Peddlers and solicitors may not operate in the Building. Tenants are requested to report the presence of any peddler or solicitor to the concierge or the Superintendent or the employees of the Corporation.

Complaints

52. Complaints, comments and suggestions about Building operations should be made in writing to the Board or the Managing Agent for resolution or presentation to the Board.

Amendment

53. These House Rules may be amended or repealed at any time by

resolution of the Board.

Applicable Law

54. These House Rules are subject to the provisions of all applicable federal, state and local laws.

Definitions

55. For purposes of these House Rules:

“Corporation” means Heathcote-Overhill Corporation, the owner of the Building.

“Board” means the Board of Directors of the Corporation.

“Building” means the structure at 50 Popham Road, Scarsdale, New York, the land on which it is situated and all appurtenances thereto.

“House Rules” means the rules set forth herein.

“Including” means including, without limitation.

“Managing Agent” means the entity chosen by the Board to manage the Building, currently Garthchester Realty Ltd.

“Proprietary lease” means the lease between the Corporation and shareholder.

“Tenant” means a legal occupant of an apartment in the Building and/or a shareholder of the Corporation.

Adopted by the Board of Directors on November 8, 2021.



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REVISION OF HOUSE RULE 19

House Rule 19 (Air-Conditioning) currently reads:

“Central air-conditioning of apartments is preferred; however, if window air conditioners are utilized, they must be securely installed and window guards must be installed if required by law”.

Rule 19 as revised as of March 13, 2023 now reads:

“The new installation of window air conditioners is not permitted effective March 13, 2023. Existing window air conditioners may be used until an apartment is sold or transferred, or by March 13, 2033, whichever comes first. Any window air conditioner being utilized must be securely installed and window guards must be installed if required by law. There is no replacement of existing window air conditioners allowed.”

Added as section D:

“Installation of central air conditioning utilizing a heat pump is strongly preferred.”

EFFECTIVE MARCH 13, 2023