

APPLICATION TO PURCHASE SHARES OF THE

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HEATHCOTE-OVERHILL CORPORATION

NOTICE:

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, familial 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 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 complete application, or shall notify you of any defect in the application.
3. Within sixty days of receipt of a complete 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.

## NOTICE

THE FOLLOWING CRITERIA ARE ONLY SOME OF THE FACTORS THE BOARD OF DIRECTORS OF THE CORPORATION TAKES INTO CONSIDERATION WHEN REVIEWING APPLICATIONS. THIS IS NOT A COMPLETE LIST. IN REACHING A DECISION, THE WEIGHT GIVEN BY THE BOARD TO EACH OF THE CRITERIA MAY VARY.

(Rev. 12/15/2021)

1. Income: Preferred Minimum net income is \$150,000 per annum.
2. Credit (FICO) Score: Preferred Minimum is 750.
3. Percentage of Purchase Price to be financed: All cash purchases are preferred; however, in the event of financing, a maximum of 50% of the purchase price may be financed.
4. Debt-to-Income: Preferred Maximum is 40% (inclusive of any financing associated with the purchase of the Apartment).
5. Total Assets: Preferred Minimum is \$1,500,000 (excluding the apartment).
6. Job History.
7. Use of the Apartment as a permanent residence.

# HEATHCOTE-OVERHILL CORPORATION

## Purchase Application

(Rev. 12/15/2021)

### Preliminary Information

This Application has been prepared primarily for (i) the purchase by individual(s) (“Purchaser”) of the shares of Heathcote-Overhill Corporation (the “Corporation”) and the signing of a Proprietary Lease relating to an apartment at 50 Popham Road, Scarsdale, NY 10583 (the “Building”), and (ii) the sale of such shares by individual(s) (“Seller”). **If the Purchaser is a Trust or any other entity; or the Seller is an Estate, Trust or any other entity, the Purchaser’s counsel, and/or the Seller’s counsel, as applicable, should promptly contact the Corporation’s counsel: Norman Himmelfarb, Esq., Himmelfarb & Sher LLP, 914-461-0255, [ndh@himmelfarb-sher.com](mailto:ndh@himmelfarb-sher.com), to be certain that Purchaser, Seller and their respective counsel understand the additional documentation that will be required for Trusts, Estates or other entities. If the original Stock Certificate evidencing the shares of the Corporation to be sold, or the original signed Proprietary Lease are not available, Seller’s counsel should promptly advise the Corporation’s counsel so that he can advise Seller’s counsel what additional documentation will be required. Not contacting the Corporation’s counsel is likely to delay the closing.**

Several matters for the Purchaser to note:

1. The Corporation has a strict “no pet” policy. No pets of any type owned by residents or any of their guests are permitted at any time in the Building or on the surrounding parking lot, patio or grass on the front, side or rear of the Building.
2. The Corporation has a strict “No Smoking” policy. Smoking of any type is not permitted in the Building or the area surrounding the Building, including all common areas, in apartments of residents, on their terraces, or on the patio, lawn or front driveway.
3. No person with diplomatic immunity may own or reside in any apartment in the Building.
4. Subletting the Apartment is only permitted with the prior written consent of the Board of Directors of the Corporation and is subject to Board approval, certain limitations and restrictions.
5. If the Purchaser works from home, the number of clients or customers, if any, who might enter the Building will be considered in the approval process.
6. If Purchaser intends to do any renovations to the Apartment, Purchaser should request a copy of the renovation application to understand the requirements

APARTMENT NO. \_\_\_\_\_

SHARES \_\_\_\_\_

MONTHLY MAINTENANCE \_\_\_\_\_

**PARTIES INVOLVED IN THE PURCHASE**

**1. PURCHASER(S)**

_____	_____
(NAME)	(NAME)
_____	_____
(SOCIAL SECURITY NUMBER)	(SOCIAL SECURITY NUMBER)
_____	_____
(CURRENT ADDRESS)	(CURRENT ADDRESS)
_____	_____
(E-MAIL)	(E-MAIL)
_____	_____
(PHONE: HOME AND MOBILE)	(PHONE: HOME AND MOBILE)

**VEHICLES(S)**

_____	_____
(MAKE/MODEL/YEAR)	(MAKE/MODEL/YEAR)
_____	_____
(LICENSE PLATE NUMBER)	(LICENSE PLATE NUMBER)
_____	_____
(STATE)	(STATE)

**ATTORNEY FOR PURCHASER(S)**

_____	_____
(ATTORNEY RESPONSIBLE)	(NAME OF LAW FIRM)
_____	_____
(ADDRESS)	(ADDRESS OF LAW FIRM)
_____	_____
(EMAIL)	(PHONE: OFFICE AND MOBILE)

**2. SELLER(S)**

_____	_____
(NAME)	(NAME)
_____	_____
(SOCIAL SECURITY NUMBER)	(SOCIAL SECURITY NUMBER)
_____	_____
(CURRENT ADDRESS)	(CURRENT ADDRESS)
_____	_____
(E-MAIL)	(E-MAIL)
_____	_____
(PHONE: HOME AND MOBILE)	(PHONE: HOME AND MOBILE)

**ATTORNEY FOR SELLER(S)**

_____	_____
(ATTORNEY RESPONSIBLE)	(NAME OF LAW FIRM)
_____	_____
(ADDRESS)	(ADDRESS OF LAW FIRM)
_____	_____
(EMAIL)	(PHONE: OFFICE AND MOBILE)



# Garthchester Realty

www.GarthchesterRealty.com

440 Mamaroneck Ave., Suite S 512  
Harrison, New York 10528  
(914) 725-3600 F: (914) 725-6453

98-20 Metropolitan Ave., Suite 1  
Forest Hills, New York 11375  
(718) 544-0800

## HEATHCOTE-OVERHILL CORPORATION PURCHASE APPLICATION (rev. 12/15/2021)

Return to: Garthchester Realty  
440 Mamaroneck Ave, Suite S 512  
Harrison, NY 10528

### INSTRUCTIONS

1. Additional copies of this Application are available on the Garthchester Realty website: [www.GarthchesterRealty.com](http://www.GarthchesterRealty.com). Please complete all sections of the Application.\* If a section is not applicable to you, so state.
2. Purchaser must provide the number of copies set forth below of the following documents prior to the Board considering the Application:
  - a. A fully completed signed Application with all attached forms—8 copies.
  - b. A signed copy of the Federal tax returns for each Purchaser for last two years, including all schedules submitted with the tax return, and copies of W-2 forms, if any, for the last two years—4 copies
  - c. Supporting documents for assets, as specified in the Application—4 copies.
  - d. Fully executed contract of sale, together with any riders thereto—8 copies.
  - e. All cash purchases are preferred; however, if any portion of the purchase price is being borrowed, a copy of your bank mortgage, if available or other financing commitment and application for financing (drafts if not finalized). Please note that a maximum of 50% of the purchase price may be financed—4 copies.
  - f. Three written personal references and three written business references for each Purchaser.
3. The Application, all other required documents and a non-refundable Application fee, payable to Garthchester Realty, in the sum of Four Hundred and Fifty (\$450.00) Dollars **plus** Fifty (\$50.00) Dollars **per person** (for a credit check) must accompany Purchaser's Application. These fees are non-refundable.
4. The Board reserves the right to request additional information relating to your Application.

*The information and forms provided on this website are subject to change and may, therefore, not be the most current versions. Accordingly, users of this site are advised to check the date of the forms to make sure it is the most current. Garthchester Realty hereby disclaims responsibility for the reliance by any users of this site on the information contained herein without independent verification of its accuracy.*

5. By submitting this Application for the Board's consideration, Purchaser is representing that all statements contained therein are true to the best of Purchaser's knowledge and are authorizing the Board to verify all statements, including the Board obtaining a current credit report.

**\*NO APPLICATIONS ARE ACCEPTED ON FRIDAYS AFTER 12PM.**

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HEATHCOTE-OVERHILL CORPORATION  
Purchase Application

Garthchester Realty  
440 Mamaroneck Avenue  
Harrison, NY 10528

Date \_\_\_\_\_

Prospective Purchaser(s): \_\_\_\_\_ Apt. # \_\_\_\_\_

Present Address: \_\_\_\_\_

Coop: \_\_\_\_\_ Rental: \_\_\_\_\_ Private Home: \_\_\_\_\_ How Long: \_\_\_\_\_

Telephone No. (Home) \_\_\_\_\_ (Business) \_\_\_\_\_ (Mobile) \_\_\_\_\_

Email address(es): \_\_\_\_\_

Number of Shares: \_\_\_\_\_ Anticipated Closing Date: \_\_\_\_\_

Previous Address: \_\_\_\_\_ How Long: \_\_\_\_\_

Purchase Price: \$ \_\_\_\_\_ Mortgage: \$ \_\_\_\_\_

Down Payment: \$ \_\_\_\_\_

Other Financing (if any): \_\_\_\_\_

Prospective Monthly Mortgage Payment (if any) including escrows: \_\_\_\_\_

Number of people occupying Apartment on a regular basis: \_\_\_\_\_

Will there be other occupants in the Apartment? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, how many \_\_\_\_\_

Do any Occupants smoke? \_\_\_\_\_

A copy of the Contract of Sale, as well as any Loan Application (with all supporting documents), if any, is to be submitted with this Application.

**EMPLOYMENT**

**PURCHASER**

Employer's Name \_\_\_\_\_

Address \_\_\_\_\_

Telephones (land line and mobile) \_\_\_\_\_

Email \_\_\_\_\_

Type of Business \_\_\_\_\_ Position \_\_\_\_\_

Employer or other Business References \_\_\_\_\_

**SPOUSE OR OTHER PURCHASER**

Employer's Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone (land line and mobile) \_\_\_\_\_

Email \_\_\_\_\_

Type of Business \_\_\_\_\_ Position \_\_\_\_\_

Employer or other Business References \_\_\_\_\_

Number of years in present employment \_\_\_\_\_ Spouse \_\_\_\_\_

Annual Income (Prior calendar year) \$ \_\_\_\_\_ Spouse \$ \_\_\_\_\_

Do you anticipate any substantial increase/decrease in your income during the current year or in the future? If so, explain on attached sheet

Provide the same information for your previous employer if less than 2 years in your present employment

Other sources of income (including pensions)	Amount (annual)
1) _____	_____
2) _____	_____
3) _____	_____



**REFERENCES**

Bank \_\_\_\_\_ Address \_\_\_\_\_

Attn: \_\_\_\_\_; Phone \_\_\_\_\_; Email \_\_\_\_\_

Bank \_\_\_\_\_ Address \_\_\_\_\_

Attn: \_\_\_\_\_; Phone \_\_\_\_\_; Email \_\_\_\_\_

Credit \_\_\_\_\_ Address \_\_\_\_\_

Account# \_\_\_\_\_

Attn: \_\_\_\_\_; Phone \_\_\_\_\_; Email \_\_\_\_\_

If a "yes" answer is given to a question in this area below, explain on an attached sheet.

	Purchaser (Yes or No)	Co-Purchaser (Yes or No)
Have you any outstanding judgments?	_____	_____
In the last 7 years, have you been declared bankrupt?	_____	_____
Have you had property foreclosed or given title or deed in lieu thereof?	_____	_____
Are you a guarantor, co-maker or endorser on a promissory note or any other obligation?	_____	_____

	Purchaser Yes or No	Co-Purchaser Yes or No
Are you obligated to pay alimony, child support, or separate maintenance?	_____	_____
If so, what is the amount?	_____	_____
Is any part of the down payment borrowed or a gift?	_____	_____
Are you a smoker?	_____	_____

If any portion of the down payment is a gift or is borrowed, please list amounts, sources, and repayment terms, if applicable. \_\_\_\_\_

3 Personal References (in writing) for each Purchaser (no relatives). State how long known and in what capacity.

3 Business References (in writing) for each Purchaser (no relatives). State how long known and in what capacity.

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Numbers:

Phone Numbers:

Home: \_\_\_\_\_

Home: \_\_\_\_\_

Mobile: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Numbers:  
Home: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Email: \_\_\_\_\_

Phone Numbers:  
Home: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone Numbers:  
Home: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Email: \_\_\_\_\_

Phone Numbers:  
Home: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Email: \_\_\_\_\_

The Applicant(s) is advised that this Application is subject to the approval of the Board of Directors without which the proposed purchase may not be consummated. The Applicant(s) is directed to the Corporation's By-Laws, Proprietary Lease and House Rules that govern the occupancy of the Building by its residents and Applicant(s) agrees to be governed thereby.

In consideration of the purchase as-requested herein, the undersigned hereby agree(s) to indemnify, defend and hold the Corporation and each of its directors, officers and employees, harmless from and against any claims, losses and liabilities arising from any matters pertaining to such purchase. The foregoing indemnity shall include attorney's fees and expenses. In the event of any litigation arising from the purchase in which the Corporation, any of its Board members, officers, or employees are named as a party, the undersigned shall also be responsible for and pay the Corporation's and such other person's legal fees other expenses as incurred in defending itself or themselves.

The undersigned agree(s) that any amounts due hereunder to the Corporation shall be deemed to be additional maintenance and shall be liens upon the shareholder's stock until paid in full and may be treated by the Corporation as if any amounts owing hereunder were unpaid additional to be maintenance subject to summary proceedings.

Moreover, in no event will the Corporation, the Board of Directors, its members, officers, or agents be responsible for any claims, losses, liabilities or expenses paid or incurred by any Applicant(s) whose Application is not approved or for expenses or liabilities resulting from any delay in review.

The information furnished to the Board of Directors will be treated as confidential. Commercially reasonable efforts will be made to respect the rights and privacy of Applicant(s).

The undersigned authorizes the Corporation, the members of the Board of Directors, its officers and agents to contact any of the employers, banks, landlords, educational institutions, references, credit agencies and others, described herein in order to obtain information bearing upon the Applicant(s) or this Application.

The undersigned will not occupy the Apartment without express written permission of the Managing Agent and on an approved date as given by the Managing Agent, which date shall not be prior to the closing. At least 3 days prior to moving in, the undersigned will deposit the sum of \$1, 000 with the Managing Agent as security to the Corporation for any damage resulting therefrom. The Superintendent of the Building, promptly after the move is complete, shall certify in writing the amount of damage (if any) and this amount (if any) shall be deducted from the deposit and the remainder (if any) returned to the undersigned.

THE UNDERSIGNED CERTIFIES THAT THE INFORMATION FURNISHED HEREIN IS TRUE, COMPLETE AND DOES NOT OMIT ANY MATERIAL FACTS.

Date: \_\_\_\_\_

\_\_\_\_\_  
Prospective Purchaser

\_\_\_\_\_  
Prospective Purchaser

**NOTE:** Complete the schedule of assets as shown below. For each bank, brokerage or securities account, provide as an exhibit a complete copy (i.e., each page) of (i) the most recent monthly statement and (ii) the most recent year-end statement. Mark each exhibit with a number (e.g., Ex. 1, Ex. 3, etc.) and note next to each asset and liability in the schedule the number(s) of the corresponding exhibit(s.). For assets and liabilities not held in an account, provide evidence of the holding, such as statements accompanying dividend payments. The documents required are official statements issued by the brokerage firm, bank or other institution. Include all exhibits at the end of the Application. **An Application will only be considered to be complete when all required documents including Schedules, Exhibits and supporting information (e.g. tax returns, investment account statements, etc.) are submitted.**

**Assets**

(Provide a separate Schedule, if needed, and submit copies of recent investment banking and Bank statements issued by the applicable institution.)

Bank and Money Market Accounts

Institution	Account Nos.	Amounts
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
	Total Cash	\$ _____

Securities

Identification	Units	Market Value
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
	Total Securities	\$ _____
	Total Liquid Assets	\$ _____

Automobiles (owned)

Make and Model	Year	Value
_____	_____	\$ _____
_____	_____	\$ _____
	Total Automobile Value	\$ _____

Vested Retirement Fund(s) (Pension, IRA, 401 (k), etc.)

Identification	Value
_____	\$ _____
_____	\$ _____
	Total Fund Value

Real Estate

Identification	Value	Equity	Annual Carrying Charges (including maintenance)	Net Rental Income
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
			Total Equity	\$ _____

Other Assets

Identification	Value
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Other Assets	\$ _____
Total Assets	\$ _____

## Liabilities

(Provide a separate Schedule, if needed)

### Installment/Charge Account Debts (Separate Schedule, if needed)

Identification	Monthly Payments	Months Left	Unpaid Balance
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
		Total Unpaid Balance	\$ _____

### Automobile Loans/Leases

Car/Year	Monthly Payments	Months Left	Unpaid Balance
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
		Total Automobile Loans/Leases	

### Securities Pledges (unless included in Mortgages or Other Liabilities)

Identification	Monthly Payments	Months Left	Unpaid Balance
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

### Mortgages Outstanding

Identification	Monthly Payments	Months Left	Unpaid Balance
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
		Total Mortgages	

### Other Liabilities (including loans, alimony, etc.)

Identification	Monthly Payments	Months Left	Unpaid Balance
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
		Total Pledges and Other	\$ _____

### Net Worth

Total Assets \$ \_\_\_\_\_  
 Total Liabilities \$ \_\_\_\_\_  
 Net Worth \$ \_\_\_\_\_

## HEATHCOTE-OVERHILL CORPORATION

I have read and understand the Proprietary Lease, By-Laws and House Rules for Heathcote-Overhill Corporation located at 50 Popham Road, Scarsdale, NY. I shall abide by all the regulations therein. I have also received the Lead-Paint Disclosure packet.

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Purchaser

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Purchaser

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Date:



# COMPLETE ONE PER APPLICANT

## 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, to obtain the release of, and/or permission to obtain and review, full consumer credit report information from the credit reporting agencies and/or their vendors. 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 and shall 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 1681ET 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:

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## PARKING AGREEMENT

In order to provide a convenient and safe parking facility for residents of Heathcote Overhill, the Corporation has entered into an agreement with the owner of the adjacent office building located at 2 Overhill Road for access to our interior parking spots. 2 Overhill is responsible for operating and maintaining the garage providing each resident with unassigned parking space(s) as well as valet parking during specified hours. Parking fees are charged by Propark, the company managing the garage and are paid directly to that company; these fees are not part of the Corporation's monthly maintenance expense. Residents are expected to arrange for parking in the 2 Overhill garage, utilizing the facility as soon as they move into the building.

There is extremely limited parking at the front of the building. These exterior parking spaces are intended for short-term use by residents and their guests, caregivers, and Heathcote Overhill staff. Overnight exterior parking by residents is discouraged except in an emergency. Contractors are limited to one vehicle in the front parking area for each apartment in which the contractor and any of its subcontractors are working. This means only one vehicle for the general contractor and all subcontractors involved with the same job may park in the front parking area.

These guidelines must be followed to maintain fair, orderly, and equitable use of the limited front spaces.

The undersigned certify that they understand this policy and agree to abide by its terms should their Purchase Application be approved.

Date:

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Prospective Purchaser

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Prospective Purchaser

**HEATHCOTE-OVERHILL CORPORATION**  
**50 POPHAM ROAD**  
**SCARSDALE, NEW YORK 10583**

**HOUSE RULES**

**Amended and Restated as of June 12, 2023**

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.

**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 must be used to house main central air conditioning units provided such units do not exceed the height of the Terrace railings (see also Section 19).
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.

### **Air-Conditioning**

19. 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, and then removed. Existing room air conditioners may be replaced if they fail to work until March 13, 2033. Any window air conditioner being utilized must be securely installed and window guards must be installed if required by law.

(A) For apartments that have terraces where the current main air conditioning unit that services the apartment (the "Existing Unit") is located on the roof of the Building, the following rules shall apply: the existing unit and the wiring, refrigerant and/or condensate line that currently run through a vent or duct (collectively, the "Existing Wiring") from the apartment to the Existing Unit, may remain on the roof and remain through the current vent or duct as currently exists, until the earliest to occur of:

- (i) the transfer of the shares associated with the apartment by sale, gift, the laws of descent and distribution, or otherwise;
- (ii) the replacement of the (a) Existing Unit or any significant component thereof or (b) Existing Wiring, for any reason whatsoever, in either case as determined by the Board in its discretion;
- (iii) the date that any other air conditioning unit is installed or used to provide air conditioning to the apartment; or
- (iv) the date that any regulatory authority requires that the Existing Wiring be relocated or removed from its current location,

then in any such event, (x) the Existing Unit or any replacement thereof, as applicable, shall all be promptly removed from the roof or the pad on the roof on which it sits and placed on the terrace of the apartment, (y) the Existing Wiring or any replacement thereof shall be removed from the vent or duct through which it currently runs, and promptly moved into the apartment, all in accordance with the House Rules or policies established by the Board. The roof, parapet and duct or vent shall be repaired in a manner designated by the Board in its discretion and cost and expense of all of the foregoing removals, replacements and repairs shall be paid by owner of the shares associated with the apartment.

(B) For apartments that do not have terraces where the Existing Unit is

located on the roof of the Building, the Existing Unit and the Existing Wiring from the apartment to the Existing Unit, may remain on the roof and through the vent or duct as currently exists, until the earliest to occur of:

- (i) the transfer of the shares associated with the apartment by sale, gift, the laws of descent and distribution, or otherwise;
- (ii) the replacement of the (a) Existing Unit or any significant component thereof or (b) Existing Wiring, for any reason whatsoever, in either case as determined by the Board in its discretion;
- (iii) the date that any other air conditioning unit is installed or used to provide air conditioning to the apartment; or
- (iv) the date that any regulatory authority requires that the Existing Wiring be relocated or removed from its current location;

then in any such event, the Existing Unit or any replacement thereof, as applicable, shall all be promptly removed from the roof or the pad on the roof on which it sits and placed on a platform in a manner designated by the Board in its discretion, and the Existing Wiring shall be removed from the duct or vent through which it currently runs and promptly moved into a channel to be installed along the exterior of the Building from the apartment to the air conditioning unit on the roof in a manner designated by the Board in its discretion, all in accordance with the House Rules or policies established by the Board. The roof, parapet and duct or vent shall be repaired in a manner that is designated by the Board in its discretion and cost and expense of all of the foregoing removals, replacements and repairs, including, but not limited to, the cost of the roof platform on which the Existing Unit or replacement thereof will sit, the channel, and the installation thereof, and all necessary connections, wiring, refrigerant and condensate lines shall be paid by owner of the shares associated with the apartment.

- (C) All owners of shares of the Corporation's stock associated with apartments without terraces (i.e., apartments in the B and E lines that do not currently have central air conditioning and that wish to have central air conditioning installed in such apartments shall (i) have the main air conditioning units installed on a platform on the roof of the Building, and (ii) have all wiring, refrigerant and other lines that connect to the main air conditioning unit on the roof, run through a channel on the exterior of the Building from the apartment to the main air conditioning unit on the roof. All such installations shall require the approval of the Board.
- (D) Installation of heat pumps rather than traditional air conditioning units is strongly preferred.

- (E) All costs associated with the installation, replacement or repair of central air conditioning shall be paid by the owner of the shares of the applicable apartment.
- (F) All sellers of shares associated with apartments that are affected by the rules set forth in this Section 19, shall advise their realtors and all potential buyers of such shares of these rules prior to entering into a contract of sale for such shares.

### **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 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 requires Tenants to confirm annually that they have 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 June 12,  
2023



## New NYS Law Requires Smoke Alarm Upgrades by April 1, 2019

Effective April 1, 2019, a new NY State law requires all **NEW** or **REPLACEMENT** smoke alarms in New York State to be powered by a 10-year, sealed, non-removable battery, or hardwired to the home.



**This does not affect your currently installed smoke alarms**

***You do not need to replace alarms that are currently in your home or apartment - but any that you replace need to be 10-year battery powered or hardwired.***

Important to note, smoke alarms have an estimated life of around 10 years before they become unreliable.

### Breakdown of the new smoke alarm requirements

According to NYS Law 399-ccc: "It shall be unlawful for any person or entity to distribute, sell, offer for sale, or import any battery operated smoke detecting alarm device powered by a replaceable or removable battery not capable of powering such device for a minimum of ten years."

Homeowners and landlords must upgrade their smoke alarms before selling or renting homes and apartments in New York State.

While these 10-year smoke alarms have a larger upfront cost than traditional alarms powered by replaceable batteries (approximately \$20 per unit) the lack of yearly battery changes makes them cheaper over the life of the device.

As with ALL smoke alarms, manufactures recommends that the 10-year sealed smoke alarms still be tested at least twice each year using the button on the front of the unit to ensure they are working properly.

## **Some Frequently Asked Questions:**

### ***Do I need to replace the alarms I have installed already?***

*You are NOT required to immediately replace your current smoke detectors, but any that are replaced or added after April 1st are required to be 10-year battery powered or hardwired. After this date, traditional removable battery smoke alarms will be unavailable for purchase in NY State.*

### ***Are they more expensive than non-sealed alarms?***

Up front? Yes. In the long term? No. Most 10-year sealed smoke alarms range in price from roughly \$20-\$30, making their initial investment higher than a nonsealed alarm, but non-sealed alarms require annual battery changes. The cost of these replacement batteries average \$38 over their 10-year life span, meaning they ultimately cost more than the sealed version.

### ***Do they really last 10 years?***

Yes, they do, the sealed lithium battery (included) will never have to be replaced throughout the life of the alarm, giving you a decade of peace of mind even in the event of a power outage.

### ***Will I activate the alarm when I'm cooking something?***

No. There are 10-year sealed alarms specifically designed for the kitchen with advanced sensors that can tell the difference between cooking smoke and real fire.

### ***Why did the law change to require these upgrades?***

The dangerous habit of disabling or removing smoke detectors after an accidental alarm while cooking is a major part of why this new legislation went into effect, so alarm



manufacturers considered this issue in the design of 10-year sealed alarms. You are very likely to experience less nuisance alarms than you did with your traditional battery alarm.

***Are 10-year sealed smoke alarms better than hard-wired smoke alarms?***

There are advantages to both systems. Hard-wired smoke alarms tie into your home's wiring and require professional installation, but generally do not require battery changes unless they feature a backup battery. 10-year sealed battery only alarms are simple to install, and they work during a power failure. All smoke alarms have a life span of 10 years, sealed or non-sealed, and should be tested on a regular basis. When the battery wears out in a 10-year sealed alarm, the entire unit must be replaced, which helps prevent outdated units from staying in operation.

***What about landlords and their rental properties?***

10-year sealed alarms offer security and convenience to landlords, who are legally required by New York State to provide smoke detectors in their rental properties. The tamper-proof design of these alarms prevents tenants from removing the batteries due to nuisance alarms, or to use the batteries for another purpose. The 10-year lifespan of these lithium batteries means fewer changes and fewer equipment updates. Overall, there is a lesser chance of equipment failure in the event of a fire.