

The following House Rules were revised and adopted by the Highpoint-on-the-Hudson Owners, Inc. Board of Directors on July 15, 2025. All residents and caretakers of residents are subject to these rules, which are intended to address our collective safety and security and establish a basic level of civility and respect in our community. Please review and make note of these rules.

For purposes of this document, Lessor (used alternatively with “Board” and “Board of Directors”), refers to Highpoint-on-the-Hudson Owners, Inc. (the actual owner of our property), Lessee refers to shareholders who are parties to a proprietary lease to specific units, and Managing Agent refers to Garthchester Realty. Building refers to the property and improvements known as 2727 Palisade Ave., Riverdale, NY. Subtenants and guests of Lessees are covered by these rules and the Lessee is responsible for providing subtenants with a copy of this document.

Consideration for others is essential to our community. These rules are established to promote the well-being and quality of life of all those residing at Highpoint-on-the-Hudson. Violations of these rules may result in fees and or other penalties in addition to the remedies provided for in the proprietary lease between the Corporation and the Lessees governing tenancies in the Building in which these House Rules are incorporated pursuant to paragraph 13 of the Lease.

1. Halls and stairways shall not be obstructed in any way or used for any purpose other than ingress to and egress from the apartments in the building.
2. No playing in any of the common areas within the Building, including but not limited to the common halls, stairways, elevators, or roof. Children are not allowed on the Building’s common outdoor terrace unless accompanied by an adult.
3. No common area space shall be decorated or furnished by any Lessee in any manner without the prior consent of the Board of Directors or the Managing Agent.

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4. At all times, Lessees shall be respectful of their neighbors, minimizing noise that will interfere with the rights or comfort of other Lessees. Although complete silence is not expected or reasonable to expect, at all times the following must be adhered to:
 - a. No loud or disturbing noises between the hours of 11:00 PM and 9:00 AM seven days per week, including noise from musical instruments, gatherings, or audio-visual equipment.
 - b. Construction, repair work, or installations generating noise is prohibited on weekends, legal holidays and from 5:00 PM to 9:00 AM Monday through Friday.
 5. No items shall be stored or left unattended in the halls or on the staircase landings or elevators, nor shall anything be hung from apartment doors, windows. No planters, flower boxes, or objects to be hung from the outside of terrace or balcony railings. Plantings on the terrace should be placed in durable receptacles that have adequate drainage tiles and weep holes. Terrace/Balcony furniture should be of suitable weight to withstand common wind gusts near the Hudson River. All furniture and decorative items need to be secured during inclement weather. No umbrellas or awnings may be installed or used without the express written permission of the Managing Agent. Umbrellas and awnings are a flying hazard even in calm wind and are a danger to residents and pedestrians.
 6. Existing awnings may remain provided they were installed with prior approval or have not been objected to by the Lessor. No new or replacement awnings shall be permitted unless expressly approved by the Lessor or managing agent. No window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the Managing Agent, nor shall anything be projected out of any window of the building without similar approval.

7. The Board or Managing Agent may remove signs, notices, or advertisements from designated bulletin or message boards. Signs, notices, or advertisements placed outside of designated bulletin boards and message boards will be removed.
8. No canvassing or soliciting (including political) is permitted in the Building without Board or Managing Agent approval.
9. No mopeds, bicycles, scooters, e-bikes, strollers, or other wheeled items may be stored or left unattended in hallways or other common areas.
10. Due to the risk of fire, cooking is strictly prohibited on terraces and balconies, including but not limited to charcoal grills, electric grills, and/or electric stovetops. New York City Fire Department regulations prohibit the use of charcoal barbecue grills within 10 feet of a building and prohibit propane grills from multiple-dwelling buildings. For more information on the NYC Fire Code, click:
<https://www.nyc.gov/site/fdny/codes/fire-code/fire-code.page>
11. All renovation and other construction work performed by or on behalf of Lessees must comply with Lessor's alteration policies and is subject to the prior written consent of the Board, including but not limited to all general contracting, painting, appliance installation, cabinetry or closet installation, etc. Contractors, repair personnel and tradespeople must sign in and out with the doorman. These individuals may only be allowed into the Building during permitted work hours listed in Rule 4. Access to the Building during other hours is at the discretion of the Superintendent or Managing Agent, provided that the work does not result in any loud or disturbing noise. The service entrance on the 4th floor of the Building must be used for entry and removal of equipment and materials. Absent an approved alteration agreement and Certificate of Insurance (COI), workers are subject to inquiry by the Superintendent and Managing Agent as to the nature of the work being conducted, and if proper approval is not received, workmen and supplies will be prohibited from entering the Building. If the elevators will be used by contractors,

repair personnel or tradespeople to transport equipment or supplies, arrangements must be made with Building staff to pad and protect the elevators. Lessees shall be responsible for ensuring that any damage to common areas, including elevators and hallways, is promptly repaired at their sole cost and expense. All workers must comply with building policies and conduct themselves professionally while on the premises.

12. Delivery personnel must be announced by the doorman. If a package or item is left for pick-up, Building staff will log the delivery and notify the Shareholder with the BuildingLink system. Only Building staff are permitted to enter the package room; Lessees and any other individuals are strictly prohibited from entering the package room. Unauthorized access could result in penalties. Furniture and appliance deliveries must be scheduled through the Superintendent or Managing Agent and proof of vendor/delivery service insurance must be provided in advance of delivery, upon request.
13. Grocery and luggage carts shall be promptly returned to the lobby. No carts shall be left unattended in the elevators and there should be no expectation that doormen, porters or other residents will be available to pick up unattended carts in elevators.
14. Trunks and heavy baggage shall be taken in or out of the Building through the service entrance on the fourth floor.
15. Garbage shall be disposed down the hallway compactor room shoot or if too large in the second-floor compactor room. Recyclables from the apartments shall be disposed of in hallway compactor rooms in appropriate bins. Organic material shall be disposed of in the building's compost containers. The following must be adhered to:
 - a. All garbage bags must be properly secured and placed in garbage chutes OR garbage cans in second floor compactor room.

- b. All recyclable materials must be clean and placed in proper bin. Dirty containers and soiled materials attract vermin and are a nuisance to residents.
 - c. Garbage or recyclables that do not fit into the hallway chutes along with cardboard boxes that cannot be flattened or broken down must be brought down to the second-floor compactor room.
 - d. All organic material must be separated from garbage and recyclable materials and disposed of in the Building's compost containers outside of the of the 4th floor service entrance at the base of the garage driveway. Effective April 1, 2025, ALL NYC residents are required to separate food scraps, food-soiled paper, or yard waste from trash. Property owners are subject to fines if compostable material is not separated from trash. If the Lessor receives a fine due to a Lessee's failure to properly separate compostable material from trash, the fine along with any applicable administrative fees, will be passed through to the offending Lessee.
16. The cost of repairing any damage resulting from misuse of any compactor room or compactor equipment shall be paid for by the Lessee responsible for the damage. In the event a violation is issued to Lessor for violation of recycling/garbage/compost laws/codes, and Lessor identifies the Lessee responsible for the conduct giving rise to such violation, such Lessee shall be responsible for the payment of any fine associated with such violation.
17. No Lessee shall send any employee of the Lessor out of the Building on any private business of a Lessee during work hours.
18. Eighty percent of each apartment's floors (excluding kitchens, pantries, bathrooms and closets) must be covered with rugs, carpeting or equally effective noise-reducing material.

19. No wild or feral animals (e.g., birds of any kind, cats, squirrels, raccoons) shall be fed from the Building or grounds, including from windows, terraces, balconies, roofs, gardens, garage, patios, driveways, or the pool, or on the sidewalk or street adjacent to the Building. Feeding wild or feral animals poses health and safety risks, attracts vermin, and causes maintenance issues.

20. Pets are not allowed to roam the building unattended. Dogs must be leashed while in public areas. Dogs must be restrained from urinating or defecating anywhere on the Lessor's property, including but not limited to the gardens, external and internal stairs, driveways, and hallways. If your pet should have an accident in any of the interior or exterior common areas, you are responsible to clean the area or notify Building staff of the incident promptly. Shareholders shall be held responsible regardless of whether the pet was supervised by the Lessee, by someone contracted to supervise the Pet or Lessee's guest.

In the event a Lessee does not clean up urine or defecation from their dog either in the interior of the building or on exterior grounds, all associated clean-up costs and a fee will be charged to the lessee. Repeated infractions of this type will result in fees charged to the Lessee in addition to cleaning costs and fees.

Cat owners must make every effort to control litter box and other associated odors. Excessive noise from pets, including barking, bird calls, or other loud noises, must be dealt with expeditiously upon complaints from residents. If, in the opinion of the Board of Directors or its Managing Agent, a Lessee owns an excessive number of animals and does not properly care for or maintain such animals, then measures will be taken to remove the animals and address any nuisance associated with such animals. Any costs associated with such actions will be borne by the Lessee.

Pets are not permitted in the backyard. Use of service dogs being the exception and service dogs should be leashed and clearly marked and tagged pursuant to NYC law.

21. No vehicles shall be parked in such a manner as to impede or prevent ready access to any entrance of the building by another vehicle. Parking in the two temporary parking spaces is limited to 20 minutes. Lessees must properly parallel park in the temporary spots within the designated white lines so that their vehicles do not in any way obstruct other cars from exiting the driveway
22. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage.
23. No open houses are allowed as part of the sale of units. No auction or estate sales may be held in any unit without the consent of the Lessor or its managing agent. Real estate brokers must sign in with the doorman prior to showing an apartment.
24. Complaints regarding the service of the Building shall be made in writing to the Managing Agent or sent through BuildingLink.
25. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day in case of emergency.
26. Extermination procedures for changes in occupancy:

RESALES: After moving out but prior to closing, the selling Lessee will schedule at the Lessee's sole cost and expense a bedbug inspection of the apartment by the Building's exterminator. A copy of the inspection report must be provided to the Managing Agent prior to closing. If the presence of bedbugs is noted, the Lessee shall be responsible for treatment. Inspection or extermination fees not paid in full prior to the closing will be collected at the closing.

Within ten days of moving into the apartment, the buyer Lessee will schedule at the Lessee's sole cost and expense a bedbug inspection of the apartment by the Building's exterminator. A copy of the inspection report must be provided to the Managing Agent. If the presence of bedbugs is noted, the Lessee shall be

responsible for treatment and additional inspections that may be required. All inspection and/or extermination fees will be billed to the Lessee.

SUBLETS: After moving out but prior to the sub-lessee moving in, the Lessee will schedule at the Lessee's expense a bedbug inspection of the apartment by the Building's exterminator. A copy of the inspection report must be provided to the Managing Agent prior to the sub-lessee moving into the apartment.

Within ten days of moving into the apartment, the sub-lessee will schedule at the sub-lessee's expense a bedbug inspection of the apartment by the Building's exterminator. A copy of the inspection report must be provided to the Managing Agent. Extermination costs will be billed to the Lessee as they are incurred.

GENERAL: If the Building's exterminator confirms bedbugs in a unit, the Lessee has the financial responsibility for their extermination, along with the cost of inspection and extermination in adjoining units. To ensure quality control no exterminator other than the Building's approved exterminator will be used to inspect and treat for bedbugs for the purposes of this policy.

27. Lessees who opt to rent monthly spaces in the Highpoint garage are required to display an HOH Parking Sticker on the lower right corner of the front window. Failure to display a sticker may result in the loss of parking privileges. Vehicles may also be evicted for non-payment of garage fees, including guest parking fees. Garage staff are not to be used as valets.
28. All Lessees are required to obtain and maintain a Home Owners Insurance Policy providing for liability coverage and furnish current proof of insurance to the Managing Agent at least once per year. Lessor reserves the right to change the coverage amounts.
29. **SMOKING**: In accordance with section 17-506.1 of the New York City Administrative Code, the following smoking policy has been adopted by the Lessor. All Lessees,

subtenants, occupants, invitees and guests must abide by this smoking policy. Failure to comply will result in such enforcement actions as the Lessor deems appropriate.

- a. Smoking is only permitted within the apartments. Lessees are responsible to take measures to ensure that smoke or any odor of smoke originating within Lessee's apartment does not infiltrate other apartments or any indoor or outdoor common area.
- b. Smoke or odors from smoking entering other apartments, terraces, or common areas is a breach of the proprietary lease and is prohibited.
- c. Smoking is **prohibited** on all balconies, terraces and roofs.
- d. Throwing anything from a window, balcony, terrace or roof, including matches or cigarette or cigar butts, is strictly prohibited.
- e. Smoking of any kind, including but not limited to cigarettes, cigars, marijuana, pipes, or electronic cigarettes (vaping), is prohibited in all common areas, including the lobby, hallways, laundry room, garden, pool, garage, other outdoor areas, or within 15 feet of any window or door.

30. Laundry room hours are from 8am to 9 pm. The Building staff will close the Laundry room doors at 9pm. Lessee and resident responsibilities include:

- a. Clean the dryer lint filters as you are able
- b. Clean up any laundry detergent spills
- c. Throw away dryer sheets.
- d. Use recycling bins appropriately for empty plastic containers vs trash bin
- e. General upkeep of the laundry room - keep it tidy and clean

31. The Highpoint on Hudson backyard garden is a shared space designed to foster a sense of community and provide an enjoyable environment for all shareholders to

relax and enjoy the seasons. These rules ensure everyone can benefit from the backyard while maintaining respect for each other and the environment.

General Guidelines

- a. Access: The garden is accessible to all residents of the co-op. Guests are welcome but must be accompanied by a resident. All children of residents under the age of 16 must be accompanied by an adult at all times.
- b. Hours of Operation: The garden is open from 7:00 AM to sunset daily. Activities after sunset are not permitted for safety reasons.
- c. Respect for Others: Residents must maintain a peaceful atmosphere by keeping noise levels low and respecting others in or facing the backyard garden.

Maintenance and Cleanliness

- d. Cleanliness: Ensure the garden is kept tidy. Dispose of trash in designated bins and avoid leaving personal items brought to the garden around.
- e. Anything that doesn't fit in the trash or recycling bins must be bagged, fastened, and brought to the second-floor compactor room for disposal.
- f. Use the compost bins provided outside the fourth-floor hallway for organic waste such as plant trimmings and food scraps.

Shared Areas and Amenities

- g. Common Spaces: Shared areas like benches, pathways, and communal seating areas must be accessible to all residents.
- h. If any backyard furniture has been moved around by you or anyone accompanying you, it must be put back in its original location before you leave.

- i. Events: To reserve use of the garden for a party, residents must notify and obtain prior approval from Garthchester Realty by submitting a request through BuildingLink. For more information on use of the garden for an event, see *Rules and Regulations for Use of the Backyard for Parties*, which can be found on BuildingLink.

Behavior and Safety

- j. Smoking, vaping, use of e-cigarettes or anything considered illegal activity is not permitted in the garden.
- k. As noted in item #20 above, pets are not permitted in the backyard. Use of service dogs being the exception and service dogs should be leashed and clearly marked and tagged pursuant to NYC law.
- l. Conflict Resolution: Any disputes regarding the garden must be brought to the co-op board for mediation.

Enforcement

- m. Rule Violations: Residents who repeatedly violate these rules may face temporary suspension of backyard garden privileges.
 - n. Feedback: Suggestions for improvement or concerns about garden management should be directed to the co-op board.
 - o. By following these house rules for our backyard space, residents can ensure the community backyard remains a vibrant and harmonious sanctuary that enriches the lives of all who use it. Let us work together to nurture this shared space and build a stronger community.
32. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors for the Lessor. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.