

The Homestead Owners' Corp.
(80 East)
A No-Smoking Community
80 East Hartsdale Avenue
Hartsdale, NY 10530

HOUSE RULES

Revised February 22, 2022

The Homestead Owners' Corp. House Rules

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H O U S E R U L E S

Introduction

These House Rules are a legally binding amendment to the Proprietary Lease as contained within the Proprietary Lease and Bylaws. Under the Proprietary Lease (Paragraph 13), the Directors are authorized to alter, amend, or repeal the House Rules and adopt new ones. Any breach of these House Rules is a default under the Proprietary Lease. Thus, while the Proprietary Lease is the principal guideline for all issues that relate to owning and/or living at The Homestead, these rules are the practical guideline for day-to-day living.

Any breach/violation of the House Rules / Proprietary Lease will be subject to administrative fees and, if necessary, legal intervention. If an issue requires involvement of the cooperative's attorney, in any manner, all fees will be charged back to the shareholder.

Any consent or approval given under the Proprietary Lease or these House Rules by the Board of Directors shall be in writing and revocable at any time.

All Shareholders and all Residents are expected to read and abide by the Proprietary Lease and these House Rules. Shareholders are responsible for any breach of the rules by their Sublessees, domestic employees, and/or guests.

These rules may be amended, revised, added to, or revoked by the Board of Directors at any time. Shareholders, Sublessees, and Tenants will be notified of any and all changes to the House Rules; and replacement pages for this document will be issued.

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Definitions

Board of Directors – The Cooperative's governing body, consisting of seven (7) members elected by the Shareholders at the Annual Meeting of Shareholders. Officers of the Board are elected annually by the Directors.

Common Areas – All entryways, hallways, lobby, stairways, elevators, garages, roof, and all of the exterior property owned or maintained by the cooperative.

Cooperative/Corporation - The Homestead Owners' Corp. (aka "80 East")

Holder of Unsold Shares – The owner of shares in the cooperative that have never been purchased for shareholder ownership/residential use. The Holder of Unsold Shares, whether the original sponsor or not, is for all practical purposes the same as a sponsor. The Holder of Unsold Shares in The Homestead Owners' Corp. is 80 Apartment Associates Inc., which currently owns 13 units representing approximately 7 percent of shares.

Lessor – The Homestead Owners' Corp./80 East.

Managing Agent – A company in the business of managing rental, cooperative and condominium buildings. The Managing Agent takes care of the day-to-day operations of the building in accordance with the wishes of and policies promulgated by the Board of Directors and answers directly to the President of the Board on a day-to-day basis. The Managing Agent is expected to treat all residents with respect and respond to all shareholder/resident requests/inquiries within a reasonable time frame. Any dissatisfaction with the Managing Agent should immediately be reported to the President of the Board. The Managing Agent is required to provide contact information upon request. The Homestead/80 East's Managing Agent is Garthchester Realty.

Property Manager – The Managing Agent's account executive for the building. The Homestead/80 East's Property Manager is Brian Scally.

Resident – Shareholder, Sublessee, Tenant, or a family member residing with one of the foregoing.

Shareholder- An owner of shares in The Homestead Owners' Corp./80 East. These shares are appurtenant to the apartment.

Sponsor – The original owner or corporation responsible for converting a building from a rental into a cooperative.

Sublessee– tenant of a Shareholder, The Homestead Owners' Corp or 80 East Apartment Owners.

Sublessor – A Shareholder who is subleasing his/her apartment.

Tenant – one who is leasing his/her apartment from a Shareholder (including the Sponsor) or directly from the Corporation.

Administrative Fees

Any breach of the House Rules is subject to an Administrative and/or Legal Fee at the discretion of the Board of Directors. Unless otherwise noted, any breach is subject to a minimum \$100 Administrative Fee.

Alterations / Construction / Renovations / Painting

- **All work must be pre-approved in writing by the Managing Agent.**
- **Only Licensed contractors and/or individuals are permitted to do work at 80 East.**
- **No renovations may be conducted on Saturdays, Sundays, or Federal holidays.**
- All work must be requested by the Shareholder; Sublessees wishing to paint or renovate their units must go through the Sublessor/Shareholder.
- ***Detailed instructions and requirements are set forth in the Alteration Agreement***, which may be found on the Managing Agent's Website.
 - Click on The Homestead
 - Scroll down to Alteration Agreement
- Any Shareholder/Resident failing to adhere to these requirements may be required to return the unit to its original condition at his/her own expense.
- No work may begin until Management has approved, in writing, the Alteration Agreement and all related plans and documents.
- Construction, painting, repair work and/or other installations involving noise or odors (including but not limited to wood floor coating/varnishing and painting) may only be done between the hours of 8:30 am and 3:30 pm. All surrounding residents (next door and across the hall) three (3) floors above and three (3) floors below must be notified (in person or in writing) at least two days prior to the commencement of the work.

- Shareholders/residents scheduling renovations or repairs are asked to be sensitive to religious and ethnic holidays and holy days.
- Contractors must cover the carpeting from the elevator door to the apartment being renovated.
- Contractors removing large amounts of rubbish, demolition, etc. must notify the Superintendent in advance so that the elevator can be padded. All removals must be through the carport level and may only occur between the hours of 8:30 a.m. and 3:30 pm and must be removed from the premises. Contractors may use the LARGE shopping carts to bring materials into or out of the building. They may **not** use the smaller, red carts, which have been purchased for Shareholder/Resident use only. Contractors (or the shareholder) are expected to wipe the carts clean of any/all wallboard powder, paint etc. A \$500 administrative fee, to be paid by Shareholder, will be charged for any violation of this rule.
- All appliances and electrical equipment, paint, flooring, chemicals, etc. must be removed by the contractor immediately. Nothing is to be left for disposal at 80 East.

Apartment Access/Keys

Under the Proprietary Lease (Paragraph 25), the Managing Agent, Superintendent, and/or any member/members of the Board of Directors and their authorized contractors/workmen have the right to enter any apartment at any reasonable hour of the day, upon notice, or at any time and without notice in the event of an emergency, to make or facilitate repairs or cure any default by the Lessee. To enable such access, all Shareholders/Residents shall provide the Cooperative with a key to each lock. These keys are to be left with the Superintendent.

In case of an emergency, the building staff is authorized to enter the apartment without notice. If the Superintendent does not have the keys to your apartment, staff will use whatever means necessary to gain access. Any damage resulting will be the responsibility of the Shareholder. All costs incurred by the Cooperative will be added to the monthly maintenance bill.

In addition, the Managing Agent, Superintendent, and/or any member/members of the Board of Directors and their authorized contractors/workmen may enter any apartment at any reasonable hour of the day, upon notice, for the purpose of inspecting such apartment.

If you need to use your spare key(s) at any time it is your responsibility to immediately return the spare key(s) to the Superintendent.

Lockouts are not considered an emergency requiring the Superintendent to respond to when he is off duty. A lockout fee of \$100 per occurrence will be imposed for after-hours assistance Monday through Friday between the hours of 4pm though 8am and on Saturdays, Sundays and Federal Holidays. It is recommended you leave a spare key with a trusted friend or neighbor.

Building Staff

Under the supervision of the Managing Agent and the Board of Directors, the building staff is responsible for all activities related to the maintenance and operation of the building.

Building employees may not be used during their work hours by a Shareholder or Resident for the private business of the Shareholder or the Resident, including having a building employee open your apartment door for a delivery in your absence.

Carpeting Requirements

At least 80% of the floors of each apartment must be covered with rugs/carpeting or other equally effective hypoallergenic/noise-reducing material; rugs/carpeting must be padded. Dining area, kitchen, bathrooms, and closets are excluded. The Managing Agent is authorized to inspect apartments for compliance.

Common Areas

The common areas include all entryways, hallways, lobby, stairways, elevators, garages, roof, and all of the exterior property owned or maintained by the cooperative.

- The common areas shall not be obstructed; nor shall they be used for any purpose other than entry to or exit from the apartments in the building.
- **SMOKING IS NOT PERMITTED IN ANY COMMON AREA.** This includes under the canopy at the front entrance, all covered carport areas, laundry rooms, garages, vestibules, hallways, stairwells, lobby area or on the property in front of and around the building. A warning letter shall be issued after a first offense and a \$500 administrative fee imposed for each subsequent violation.
- No personal property shall be placed in the halls or on the staircase landings or fire stairs.
- Exterior doormats may not be placed on the carpet. Any exterior doormats will be removed by building staff and discarded.
- Children may not play in/on any common area.
- No one is permitted on the roof for any purpose unless accompanied by the Property Manager, a member or members of the Board of Directors, or building staff.
- No window air conditioners or any air conditioning unit shall be used in or about the building other than approved units that fit in the unit's existing sleeves.
- Charcoal and gas barbeque grills are not allowed on the grounds of the building or on terraces.
- Storage of propane tanks is not permitted.
- The shopping carts provided by the Cooperative (and your own personal shopping carts) are to be used with caution to prevent damage to walls, moldings, doors, door jams and elevators. After use, the Cooperative's shopping carts should be returned to their carport storage space. Shopping

carts must not be left in hallways – this is a fire hazard. Please note that the small red carts are for use by Shareholders/Residents to bring groceries and small packages or other items to/from their units. They may not be used by contractors. Any violation of this rule will result in a \$500 administrative fee to be paid by the Shareholder employing the contractor.

Complaints/Requests

- All complaints regarding the building must be made in writing to the Managing Agent, who is responsible for following up on all problems within a reasonable time.
- Leaks and infestations must be reported to the Superintendent immediately.
- Problems concerning heating, hot water, door locks, the intercom, etc. should be reported to the Superintendent.
- Prior to any work being done, a written Work Order, a text, or an email must be submitted to the Superintendent. Work Orders are located on the door to the Superintendent's office.

Deliveries

Residents must notify the Superintendent prior to bringing in or taking out of large items so that an elevator can be padded. Deliveries of large items such as furniture and major appliances will not be permitted unless the Certificate of Insurance (COI) is received and approved by The Managing Agent PRIOR TO ANY DELIVERY. A sample populated form can be found in the Properties section of the Management Company's website (Garthchesterrealty.com) under Homestead Owners' Corp.

Key Fobs

- Each fob's serial number is on file. If you lose your fob, or if a fob you've allowed someone else to use is lost or not returned, you must immediately notify the Superintendent. For security reasons the fob will be disabled, after which lost fobs may be replaced at a cost of \$25 each.
- Key fobs and garage remote fobs will be transferred/issued to new shareholders at the closing. A maximum of two (2) additional key fobs may be purchased by the shareholder for \$25 each. Grandfathered Shareholders subletting their unit are responsible for transferring their fobs to the Sublessee.
- Additional garage remote fobs are available at a cost of \$75 each. Garage remote fobs are to be returned to the Superintendent prior to the closing of an apartment sale or the sublet of a unit. New garage fobs will be issued with a deposit of \$50.
- Lost fobs must be reported to the Superintendent before a replacement will be provided.

Fire Rules

In the event of a fire, do not use the elevator. All stairwells function as emergency exits. All stairwells contain fire extinguishers.

In accordance with the Fire Code of New York State, shareholders are required to have at least one UL-approved smoke detector and carbon monoxide detector alarm. The batteries are intended to last ten years – but it is the shareholder's responsibility to test the battery often. Under no circumstances should you remove the battery. If, while cooking, your smoke alarm goes off, you can quiet/stop the alarm (after confirming there is no fire) by pressing (with a broom handle) the center button on the alarm. Do Not ATTEMPT TO Remove the Batteries.

Ovens or gas ranges must not be used to heat your apartment. Be certain all appliances are adequately vented and in good working order. Toaster Ovens, Microwaves, Fryers and Cable boxes must be ventilated on three (3) sides and on the top of these small appliances. (Never place anything on top of these unless manufacturer approved.)

Illegal Substances

The Shareholder or any occupant, visitor, employee, or guest shall not use any illegal drugs or substance, including but not limited to hashish, heroin, or cocaine, in their unit or anywhere else on the property of the Cooperative, including the common areas or within any apartment. Violation of this rule shall be considered a violation of and default under the Proprietary Lease.

Please note that although the recreational use of marijuana is now legal in New York State, when smoked it has a strong odor which carries into the hall and into apartments both above and below. Since the Homestead's Proprietary Lease requires that all residents be protected from hazardous and/or bothersome odors, smoking marijuana may therefore constitute a violation of the Proprietary Lease.

Insurance

The Cooperative is not responsible for any loss or damages which might occur in individual apartments. All Shareholders and/or Residents are therefore required to carry their own personal homeowners' insurance policy.

Keys (See Apartment Access/Keys)

Late Charges

All fees assessed to a Shareholder, including maintenance and parking, shall be paid in full by the tenth (10th) of every month. In accordance with Paragraph 12 of the Proprietary Lease, should a Shareholder fail to pay any installment of maintenance promptly, s/he will be charged interest from the date such installment becomes due until the date of payment.

Laundry Room Facilities
Hours of Operation are 7:00 am-11:00 pm

The Laundry Rooms are provided for the personal use of building residents only. Each resident is expected to leave the equipment in clean condition after use, including removal of lint from the dryer lint screen. All residents are expected to promptly remove their laundry from washers and dryers. After a 15-minute waiting period, items may be removed and placed on the table so that others may use the machines. Fire code regulations require that the laundry room door remain closed at all times.

No food or other household trash or large boxes should be placed in the laundry rooms -
- not on the floor, not in the trash, and not in the recycle bins.

Use of the washing machines for dyeing/tinting of clothes is not permitted.

Machine Breakdowns: Shareholders/Sublessees/Tenants are responsible for reporting faulty or disabled machines in their laundry room to the machine vendor (number posted in laundry room), not to the Superintendent. There are 8 ½ x 11 magnetic “out of service – repair has been called” notices on the side of the front-loader machine. After reporting trouble, these notices should be placed on the disabled machine.

There are “white boards” with marking pens in each laundry room. Write your apartment number on the white board so that, if you forget the time and are late removing your load, the next person waiting to use the machine can ring your bell to remind you.

Many shareholders have housekeepers, aides, and/or cleaning people or services – It is extremely important that shareholders instruct these employees on our Laundry Etiquette and Practices.

Washing machine doors are to be left open after each use. This prevents mold and odors.

Dryer doors should be closed.

Lockouts (see Apartment Access / Keys)

Moving

Moves in or out of the building must be scheduled in advance with the Managing Agent and the Superintendent. A refundable deposit is required. The Superintendent will conduct an inspection with the Shareholder/Sublessee/Tenant both before and after the move. The deposit will be returned after the post-move inspection, with the cost of repairs of any damages to the common areas deducted.

- Moves may occur only on Mondays through Fridays between the hours of 8:00am and 4:00pm.
- **No moves in or out of the building are permitted on Saturdays, Sundays, or Federal or religious holidays.**
- All moves in/out of building must be done through the front entrance.
- The Shareholder/Sublessee/Tenant of any apartment must submit the move-in/move-out deposit to the **Superintendent** or **Management** prior to commencement of a move. This deposit will be returned after examination of all public areas impacted by the move and determination that no damage has been caused as a result of the move.
- Only one (1) move-in/out per day is permitted.

Noise

Any/all disturbing noises interfering with the rights, comfort or convenience of neighbors are a breach of the House Rules and the Proprietary Lease.

If you have a problem with a noisy neighbor, your first step should be to either discuss it with him/her in person or slip a **signed** note under the door. They may simply not be aware there is a problem. If you cannot resolve the situation, contact the Managing Agent in writing.

Open Houses

In the interest of resident safety, open houses are not permitted. All potential buyers must be escorted in the building at all times, either by a realtor or the shareholder.

Parking

The Board of Directors has the sole right and discretion to designate the assigned parking spaces to be used by Shareholders, their Sublessees, Tenants and other Residents and to change the assigned space at any time for any reason or no reason upon 30 days prior written notice.

Only Shareholders/Residents owning a passenger vehicle may rent a parking space. A motorcycle will be considered a passenger vehicle. Only one passenger automobile is permitted per space, but a Resident's motorcycle or motor scooter may share his/her assigned parking space so long as it does not cause the Resident's automobile to extend beyond its space or intrude on another space.

Subletting of a parking space, in whole or in part, to a non-resident for any period of time is prohibited, as is the subletting of a second parking space (should one have been provided) under any circumstances. Violators will forfeit their parking space.

All vehicles must have current registration, inspection, and insurance. This information must be provided to both the Managing Agent and Superintendent and updated whenever a vehicle is sold or purchased.

The Managing Agent maintains a waiting list with the name, apartment number, and date of all shareholder requests for a change of space or a second parking space. Requests must be made in writing to the Managing Agent. Only written requests will be considered. Copies of the current registration, inspection, and insurance must accompany the request. Please note that generally there are no second spaces available, and **all second spaces are temporary**. Shareholders who have a second space can be required to relinquish that space upon 30 days' notice.

Any shareholder in arrears by more than 60 days may have his/her parking privileges revoked and his/her parking space assigned to the next person on the waiting list.

Commercial vehicles are prohibited, and no vehicle may exceed 205" L x 80" W x 77" H.

No vehicle may impede or prevent access to any building entrance or any parking space. Under no circumstances is anyone permitted to park in any designated "No Parking" area or in the spaces provided for the Cooperative's professional tenants. Improperly parked vehicles are subject to towing or booting at the violator's expense.

No combustible materials may be left or stored in any parking space or the surrounding area.

Washing, waxing, and/or car maintenance of any kind is prohibited in the parking areas or anywhere else on the grounds of the property.

The Cooperative is not responsible or liable for the theft of or damage, including weather-related damage, to any vehicle or to any property left in the vehicle parked. Parking is at the vehicle owner's risk.

Always activate the garage door opener when entering or leaving the garage. **Do not attempt to follow another car entering or leaving.** The electric eye (sensor) will not see you, and the door may close on your vehicle. The cooperative is not responsible for any damages incurred in this fashion.

Pet Policy

Only house cats, fish, and caged birds may be kept, harbored, or maintained in the building. These pets may not create unsanitary conditions or constitute a nuisance. No dogs, other than dogs covered by the Americans with Disability Act, are permitted. If a shareholder falls under this category, necessary proof must be provided to the managing agent prior to bringing in an animal. No other pets will be permitted without prior written approval of the board.

Cat litter must never be flushed down the toilet or poured into any sink or tub; **this includes so-called "flushable litter."** All litter must be double bagged and securely tied before placing in the compactor chute.

Visitors are not permitted to bring animals into the building for an overnight stay without prior board approval.

Proprietary Lease

Every Shareholder/Sublessee/Tenant is expected to have read and be familiar with the terms of the Proprietary Lease. This document, along with your Stock Certificate, should be retained in a safe place. They are required to transfer your unit upon sale.

Satellite Dish

Shareholders are permitted to install a satellite dish in the apartment or on the terrace providing the dish is completely contained within the apartment or terrace; it may not be affixed to the building. All installations must be dismantled when no longer in use.

Smoking

The Homestead is a no-smoking community. Smoking is prohibited in both common areas and apartments.

Sublets

“Sublessee” is any person not named on the Proprietary Lease who occupies an apartment with written approval from the Board of Directors when the Shareholder of record is no longer residing in the apartment.

As of October 2021, Sublets are no longer permitted at The Homestead Owners’ Corp. (80 East). Any sublets in progress prior to this date shall be grandfathered and permitted to live out the approved sublet arrangement through its termination date.

Terraces

Carpeting or flooring is not permitted on terraces during the months of December through April. Bird feeders and heavy plantings are not permitted. Only electric barbeque grills are permitted for use on terraces. (The Fire Code prohibits open fires and charcoal and gas grills.) Shareholders in the 17 and 20 lines only may replace five (5) of the seven (7) clouded glass panels with pickets at their own expense. This may only be done by a professional contractor and with prior written board approval and in line with and to match pickets already replaced. (Pickets fall under special building code requirements.) If any of the above are disregarded fees will be incurred.

Trash Disposal

Garbage and refuse shall be disposed of as follows:

- All trash is to be securely wrapped or bagged and completely drip free before it leaves the apartment.
- Trash not designated for recycling must be placed in bags, which must be tied and thrown down the chute.
- Recyclable items – cans, bottles, and plastic containers – must be rinsed clean and placed neatly in the compactor room.
- Milk and juice cartons, pizza boxes, etc. must not be left in the compactor room. They must be bagged, tied, and thrown down the chute.
- Household items such as small electrics, anything made of wood or metal, and paint cans may not be disposed of in the compactor or left in the compactor room. Even small items may disable the compactor or clog the chute and require costly repairs.
- Quilts, blankets, pillows, and similar items should be brought to the bulk storage area.
- Disposal of small appliances such as toaster ovens, coffee makers, blenders, etc. is the shareholder's/resident's responsibility. These items should be brought to the Town of Greenburgh Highway Garage, 100 Sprain Road, Ardsley, (914) 989-1580.
- Disposal of electronic waste is the shareholder's/resident's responsibility. Detailed information on what may be disposed of and where may be found at <https://environment.westchestergov.com/residents/recycling-guidelines/electronics-monitors-tvs>.
- Newspapers, magazines, junk mail (in its original envelope), and **flattened cartons**, may be piled neatly in the bin in the Laundry Room as long as they lay flat. Flattened cartons that are too big for the bin may be placed behind or along-side the bin in the Laundry Room. Cartons that do not fit in or behind the Laundry Room bins must be brought to the bulk storage area.

Detailed information (and a handy one-page guide) on recycling in Westchester County is posted in all Laundry Rooms and Compactor Rooms and may be found on the following Website: <http://environment.westchestergov.com/curbside-recycling>.

Water Usage

It is the responsibility of the Shareholder/Sublessee/Tenant to repair leaking/dripping faucets and running toilets. These seemingly minor wastes of water increase the cooperative's water usage tax and cost us – YOU – money. If management becomes aware of waste attributable to a specific unit, the shareholder will be billed an additional amount on maintenance until repairs are completed.

Windows

It is the responsibility of each Shareholder/Sublessee/Tenant to keep the windows clean and in proper working order. In case of refusal or neglect of this responsibility by the Shareholder, the Managing Agent or Board of Directors may give the Shareholder ten (10) days' notice to have the windows cleaned, after which the Managing Agent and Board of Directors may hire a contractor to enter the apartment and clean the windows. The cost will be charged to the Shareholder's account.