# 632 Palmer Road Owners Inc. 03/12 Revised

#### 1. Air Conditioner/Awnings -

No awnings, window air conditioner units or ventilators shall be used in or about the building except as shall have been expressly approved by the Lessor or the Managing Agent or shall anything project out of the windows without similar approval. If the room has an air conditioner sleeve, it must be utilized by the Lessee.

Under no conditions may an air conditioner unit be placed in a fire escape window as it is a violation on the Yonkers Fire code.

Once a unit is installed in a sleeve or window, the superintendent will certify its stability. Should the unit leak water on a public walkway, diversionary tubing must be installed.

#### 2. Animal Control Rules

No bird or animal shall be kept in the building unless in each instance be expressly permitted in writing by the Lessor. Such permission shall be revocable by the Lessor should such animal cause undue stress and complaints from other shareholder.

• Only animals permitted by law may be housed in the apartments or bought on to the cooperative property by resident or their guest.

Pet owners shall not allow their pets to urinate or defecate in the public areas of the building or property, including sidewalks, parking areas or driveways. Pet owners are expected to pick up and properly dispose of their pet's feces. All bags containing animal waste must be securely tied before disposal in the allocated pet waste container located behind the trash dumpster.

No animals shall be permitted on elevators or in any public portions of the building unless carried or on a leash.

No birds or any other type of animal may be fed from the window sills, terraces or other public portions of the building. Please report all nests or animal shelters to the superintendent so they may be removed.

#### Dog Specific Rules

- Board approval must be obtained prior to the acquisition of a new or replacement dog. Proof of vaccinations and license must be provided upon acquisition of the dog and maintained on a continual basis. The board may periodically request to review these documents.
- One dog maximum residing in the unit.
- Permission for visiting dogs must be obtained from the management company
- Dogs are not permitted to walk through the front lobby and the side entrances unless the owner of the dog resides on the third floor.

#### 3. Carpeting

The Lessee shall install floor covering, in no less than 80% of the apartment in the form of carpet or area rugs within 30 days of occupancy. A carpeting inspection will be performed (2) months of closing date to ensure that you are in compliance.

### 4. Children

Children living and visiting in the building must be supervised and shall not play in the public halls, courts, stairways, lobby, fire escapes, elevators, garage and parking areas.

#### 5. Complaints

All complaints, including noise, heating, violations, parking disputes, and building service shall be made in writing to the managing agent of the Lessor or placed in the complaint box in the mail room. The complaints must be signed by the individual making the complaint, and indicate their unit number. Unsigned or anonymous complaints will not be considered by the board or management.

#### 6. Large Deliveries/Moving/Bulk Disposal

All large deliveries, moving in/out and bulk disposals shall be made through the second floor garages. Prior arrangements must be made with the superintendent or porter to ensure that the elevator pads are installed.

The Management Company must be notified prior to any move in/out. A security deposit of \$500.00 must be provided to the Management Company at that time, which will be refundable once the move has concluded, and the lessor is satisfied that no building property was damaged. All repairs to building property will be deducted from your security deposit.

The delivery company should be advised that all deliveries must be made in the rear entries and removal of boxes through the rear entrance. The building is not responsible for disposing of resident's packing materials; please have your mover take all waste with them. Garage entrances and access to the driveways shall not be impeded by the movers. Hours for all deliveries and moving in/out are from Monday to Saturday from 9:00 am - 5:00 pm.

### 7. Doctor Offices

No patient of any doctor who has offices in the building shall be permitted to wait in the lobby. All visitors to the Doctor's offices must use the marked visitor's parking spaces. The doctor's office should have a sign alerting their patient's to this rule, and or their receptionist should alert their patients on arrival. The use of a resident's parking space by a patient will result in their car being towed or booted at the vehicle owner's expense.

#### 8. Administrative Fees

Due to numerous complaints from the residents, the board has voted unanimously to impose the following fees for any infraction against the house rules of the building. The fees are as follows:

1.	First Offense	- Written Warning
2.	Second Offense	- \$25.00
3.	Additional Offense	- \$50.00

Enforcement of these fees are based on either on (i) two written complaints to the building by separate shareholders or (ii) the witnessing of the incident by an agent of the building or by security camera.

Existing violations that have not been cured within 30 days of date of notice will be considered an additional violation with the corresponding fees applied. All offenses are reset in the beginning of each fiscal year unless the offense was an existing one from the prior year. For chronic abusers an additional fee levy up to \$500 can be imposed at the discretion of the board.

### 9. Parking Space/Garage

Parking Garages are for parking your automobile only and no storage of any kind is permitted as mandated by Yonkers fire code. For parking space administration please see parking garage rules.

### 10. Garbage/Recycling

Garbage and recycling should be properly disposed in the appropriate manner in accordance with the rules and regulations of the city of Yonkers.

### 11. Hallways, Stairways and Roofs

The public hall and stairways of the building shall not be obstructed or used for any other purpose other than entrances/exits from the apartments in the building.

There shall be no items left outside your apartment doors including shopping carts.

No one is permitted on the roof.

# 12. Homeowners insurance

All shareholders are required to maintain insurance covering content and liability to the common areas and other shareholder units resulting from an incident in their unit which the managing agent determines they are responsible.

# 13. Keys

The superintendent must have access via apartment keys to all units in the event of an emergency situation.

# 14. Laundry Room

Only three machines (including washers and dryers) shall be used concurrently by any shareholder or shareholder's employee or agent at one time. Laundry carts should not be removed from the Laundry Room or used to cart groceries from your car.

There shall be no washing machines installed in apartments.

# **15. Noise Complaints**

No Lessee shall make or permit any disturbing noises in the Building or do anything or permit anything to be done therein that will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to operate a loud speaker of any electronic device or allow any other noise in such Lessee's apartment between the hours of 10:00 PM to 8:00 am if the same shall disturb or annoy other occupants of the building.

# 16. Open Houses

No open houses are to be conducted without consent of the board and the open house shall be subjected to the conditions stipulated by the board.

# 17. Radiators

Radiators shall not be closed due to potential damage to the building. Please contact Management Company or superintendent with any heating-related complaints.

#### 18. (Repairs/Construction/Service Requests)

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The Lessee shall keep the apartment (including interior walls, floor and ceilings) but excluding windows, window panes, window frames, sashes, sills, entrance doors, frames and the terrazzo saddles in good repair. Any items not described in the preceding list are the sole responsibility of the Lessee. The Lessee is also responsible for all the painting, decorating required for the apartment, including the interior of window frames, sashes and sills and shall be solely responsible for the maintenance, repair and replacement of plumbing, gas and heating fixtures (defined as exposed gas, steam and water pipes) and equipment and such dishwashers, refrigerators removable and through the wall air conditioners and other such appliances.

The Lessee shall be responsible for maintaining and replacing all electrical lighting, electrical fixtures, meters, fuse boxes or circuit breakers. In addition the Lessee is responsible for all electrical wiring and conduits from the junction box at the riser into and through the Lessee apartment and any and all equipment of all types.

If any modifications are made to the apartment (including pipes and components within the wall of the apartment) by the lessee or any other previous occupant, the lessee will assume responsibility for the maintenance and the cost of repairs of the modified improvements.

The Lessee shall also be held responsible for any damages that result from the failure to maintain the apartment in good repair. If, in the Lessor's sole judgment, any of the Lessee equipment, appliance or fixtures (exposed gas, steam and water pipes) that the Lessee is responsible for result in damage to the building or poor quality or interruption of service or overloading of, or damage to facilities and fixtures maintained by the Lessor, the Lessee shall on notice from the Lessor remedy the condition within 30 days of the date of discovery unless specifically waived by the Board. Failure to remedy the situation by the 30 days or the time limit (not less than 30 days) set by the board will result in the board assigning its agents to correct the situation and the Lessee will be liable for the expenses incurred in correcting the situation.

If the Lessor is required to make a repair that requires demolition of a portion of the Lessee apartment, the Lessor will incur the cost of the labor, cleanup and the original cost of materials that is deemed to be consistent with the replacement cost of an original standard unit in the apartment. Any cost associated with the modification of the standard unit to its current state shall be the responsibility of the shareholder. The determination of the cost of these repairs shall be determined by the Board.

All repairs/service requests are to be submitted via a service request to the Management Company. The management company will make the determination of the responsibility of the expense of the repair and if the any applicable amounts will be billed back to the shareholder.

If the Lessee desires to have any major construction or remodeling (which includes but is not limited to demolition, plumbing, gas and electricity jobs) performed in the apartment, the Lessee must contact the Management Company for the contractor requirements. Failure to contact the Management will result in possible work stoppage and additional fees levied

# **19. Shopping Carts**

Shopping carts are to be returned to the garages after use and should not be stored in shareholder units.

### 20. Signs/Other Exterior Hangings

No Signs/Other Exterior Hangings shall be attached to the exterior of the building without written board approval.

### 21. Smoking

There shall be no smoking in the public areas of the building except in designated areas.

### 22. Snow Shoveling

When shoveling parking spaces, do not throw snow into vacant spaces or the main access road, snow should be thrown against the fence.

# 23. Subletting

All sublets request must be submitted as a written request and subject to board approval and conditions. Parking sublets must also be submitted as a written request and subject to board approval.

### 24. Storage

The Board shall have the right to curtail or relocate space devoted to storage.

### 25. Terraces

The terraces shall not be obstructed or enclosed in any way.

No Lessee shall install any planting on any terrace, balcony or roof without the written prior approval of the Lessor. Planting shall be contained in boxes of wood lined with metal or other material impervious to dampness or standing on supports at least (2) inches from the terrace, balcony or roof surface and if adjoining a wall, holes shall be provided in the boxes to draw off water In special locations, such as a corner abutting a parapet wall, plantings may be contained in season or hollow tile walls which shall be at least three (3) inches from the parapet and flashing, with the flow of drainage tiles suitable weep holes on the sides to draw off water. It shall be the responsibility of the Lessee to maintain the container in good condition and the drainage and weep holes in operating condition. All plants should be inside the terrace railings

Barbecuing is prohibited on terraces under City of Yonkers Fire Code.

All furniture and planters are required to be secured against any wind.

No resident should shovel snow from their terrace at any time. Nor should ice melt be used at any time as it damages the waterproofing.

# 26. Vermin/Pest Control

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 for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to exterminate any vermin, insects or other pest and for the purpose of taking such measures as may be necessary to control or exterminate such vermin or other pests. If the Lessor takes measures to control or exterminate carpet beetles, or bed bugs the cost thereof shall be payable by the Lessee as additional maintenance.

#### 27. Water Conservation and leak avoidance

Washer replacement on faucets, replacement of diaphragms on the flushometer and snaking of drains are provided as a service. Please notify the Superintendent via a repair request form to address the problem.

Damages to other shareholder's units and the building apartments due to untimely notification by the shareholder will be the sole responsibility of the shareholder.

#### 28. Window Guards

Contact the Management Company to have window guards installed on the windows if you have young children in your unit.

These house rules may be added to, amended or repealed at any time by resolution of the board of directors of the Lessor.