

# 609-611-615 OWNERS CORP.

609 Palmer Road  
Yonkers, N.Y. 10701  
(914) 337-2452

## NOTES FOR RESIDENTS AND WELCOME TO NEWCOMERS

The Board of Directors is pleased to welcome you to the “family” of Palmer House. We hope your stay here will be long and happy. For many new shareholders/residents who perhaps have never before lived in a cooperative dwelling, we are providing these notes to acquaint you with the house rules. These are mostly extracted from the Proprietary Lease which we urge you to read in full, with other rules added to improve the quality of life in our ever-changing social and economic times, and to ensure your welfare and peace of mind.

## PARKING

The Board of Directors has authorized the use of one (1) space to the shareholder who has properly registered their vehicle with the Cooperative. A second space may be assigned to a shareholder if there is more than one person residing in the unit, and the vehicle is properly insured and registered, and if spaces are available, subject to a written waiver by the shareholder that the second space may be reclaimed by the Cooperative upon thirty (30) days written notice to the shareholder. The number of spaces may not exceed two (2) to any single Cooperative unit. Subleasees are limited to one (1) space. All vehicles must have valid license plates and be properly insured and registered, and display a Palmer House sticker.

Shareholders have the right to use their assigned spaces as follows:

A. Permit the use of their assigned space for their visitors once Security has issued the fully completed visitors pass with date and time on the pass.

B. If shareholder has two (2) assigned spaces, they may permit visitor use of a space as above (A), but under no circumstances may a shareholder have more than **two (2) registered cars parked on the premises**. Any other vehicle requires the approval of the Board. (See D) Assigned spaces may be used by Shareholders as discussed in paragraphs C & D.

C. Shareholder cars not registered with the Cooperative office, rental cars, loaner cars and borrowed cars are eligible for (A) above.

D. Shareholders are permitted to authorize the use of their assigned space(s) to other shareholders - during their absence on vacation, etc. – who have registered vehicles that are recorded in the office and have a Palmer House sticker, by submitting a letter to the Board for approval. Approval will not be unreasonably withheld. **NOTE:** Non-residents or other individuals are not qualified for this privilege. If there are extenuating circumstances, a letter to the Board of Directors with full details is required.

E. The Board of Directors will modify its parking policies for holidays and other similar occasions.

It is understood that if parking rules regarding the additional car and appropriate documentation are violated, the Board of Directors reserves the right to tow the unregistered vehicle.

Guest parking is located to the left of the guardhouse as you enter our property, abutting the wooded area where parking spaces are not numbered. Permission to park a vehicle for more than five (5) days each month in the guest area must be received, in writing, from the Managing Agent beforehand and the shareholders/residents will be charged a daily fee of \$15.00 for the remainder of each month.

Numbered spaces are assigned to individual shareholders/residents, if and when available. Such parking arrangements must be made by the Cooperative's office. Indoor spaces are at a premium and are assigned by the Board of Directors (Indoor spaces are available to shareholders only.)

Remote control devices for the entrance gate are available subject to the payment by the Shareholder of \$100.00 per device.

Parking at the service entrance of buildings must not exceed 15 minutes or a reasonable time to unload a vehicle. However, when one of our handicapped residents needs to board or exit their vehicle, extra time will be granted. A longer interval, unattended, is a violation of the fire laws and the vehicle will be subject to penalties and/or towing. Such violations will be strictly enforced.

The vehicle type, license plate number and owner's address and telephone number must be made available to our security personnel. A paper Palmer House sticker will be issued for each vehicle and must be displayed on each car.

Shareholders/residents may obtain a designated outdoor parking space by applying at the office in the 609 Building. You will be given a sticker, which must be applied to the left rear window immediately behind the driver's seat. The Managing Agent/Superintendent will give the shareholder/resident a plastic card or a remote to use at the entrance gate; these devices may not be given to anyone other than the user shareholder/resident. (There is a fifty (\$50) dollar charge for the replacement of a lost card as well as a replacement fee for a lost remote.)

Indoor parking spaces are for shareholders only and are few, and are at a premium. If you want one, you may apply in writing to the Board of Directors at the 609 office and you will be placed on a waiting list.

Parking in front of any building is not permitted at anytime. Delivery trucks, moving vans, U-Hauls, and similar vehicles must be parked at the service entrance and all moving activities must be conducted through the service entrance only. The Managing Agent or Superintendent must be informed, 24 hours in advance, of all such deliveries. Please inform the security guard on the day of delivery. Deliveries must take place between 8:00 a.m. and 5:00 p.m., Monday through Saturday. The proper elevator wall mats must be attached to avoid defacing or damaging cooperative property.

**NOTE:** Parking at Palmer House is a privilege, not a right. Your Proprietary Lease gives you the right to the use and occupancy of your individual unit. It does not give you a proprietary right to the use of a parking space. Parking spaces are governed solely by the House Rules and regulations which are approved and supervised by the Board of Directors. Compliance with all House Rules and regulations is mandatory under the Proprietary Lease and violations could result in legal proceedings for enforcement and/or the termination of your lease. Any questions regarding the House Rules and regulations, including parking questions, should be addressed to the Board in writing.

## **SECURITY**

Guard service is in force 24 hours of every day. When you drive into the Cooperative, use your remote or gate pass to lift the bar on the right which is the resident entry lane. If you have difficulty reaching the pass box, use the left side which is the visitor entry lane and the guard will let you in when he sees your vehicle sticker. When you expect guests or deliveries, call the guard on duty and inform him. He will call you when your guest arrives. Guards are not allowed to receive UPS or FedEx mail or any other such material.

In the evening (after dark), please enter through the visitor's gate so that the guard can visibly identify you and allow you to enter. The guardhouse number is 337-6466. The Board has authorized the closing of the residential lane after dusk each day to enhance our security arrangements.

Please note that all outside building doors including service entrances are security doors and must be locked and closed at all times.

## **WALK IN VISITORS**

All walk in visitors must check in at the Security booth. Security will call you when your visitor arrives. Please advise the security guard in advance of visitors arriving on foot or by car.

## **GATE/REMOTE PASSES**

After a unit has been sold, the shareholder is required to surrender to the Superintendent all gate passes and remotes. Additionally, the shareholder must surrender the remote access control (if they own one) to the Superintendent. The Cooperative will repurchase the remote, and a \$100.00 check will be sent by the Managing Agent to your new address.

## **REPAIRS**

The general rule regarding apartment repairs is: Work needed inside the unit is the responsibility of the shareholder/resident. Internal work, within the walls, is provided by the cooperative. Here at Palmer House, we have a staff which is able to assist you with minor repairs, such as dripping faucets, running toilets and similar minor problems. In the event of minor sink, basin, tub, or toilet stoppages, you must not attempt repair by the use of commercially available caustic drain cleaners. They are harmful to the waste lines and fixtures and do constitute a hazard if service personnel subsequently need to disassemble the waste line. Any parts required for minor repairs to plumbing fixtures will be billed to shareholders in their regular maintenance billing.

Requests for non-emergency service should be made by filling out a "Service Request Form" and dropping it off at the on-site office in #609. The forms are available in the Laundry Room of each building, and in the 609 office. Please allow up to three (3) business days for staff to respond to non-emergency service requests.

In the event of required repairs that are the responsibility of the cooperative, shareholders are reminded that the cooperative will make repairs to the structure only, and will not be responsible for "redecorating" (painting, wallpapering etc.), regardless of the cause of the damage. Outside contractor/service company repair work costs are the responsibility of the Shareholder. Any requests for major repairs to the apartment must be submitted through the Superintendent with a refundable deposit of \$500.00 before any work is done. If no damage was done, the deposit will be refunded.

## **APARTMENT KEYS**

It is required by New York State law that a set of keys to your apartment be filed in the event that entry is needed in an emergency. Note: These locks may not be changed without the written approval of the Board. The keys are kept in a secure place by the Superintendent, and access to them is limited. In the event that access to an apartment has to be forced because the keys are not on file at the time of the emergency, the cooperative will not be responsible for the repair or replacement of any damaged property that may occur. Call the security guard if you are locked out of your apartment, or if the keys are lost or misplaced. Shareholders are not permitted to replace the master lock or replace the master key. If a resident is locked out of their apartment more than once a service fee of \$25.00 will be charged each time thereafter.

## **MONTHLY MAINTENANCE FEE**

Your cooperative enjoys an excellent credit rating in our financial community. We pay our bills in a timely and efficient fashion. It is important that your monthly maintenance fee be paid promptly. Our shareholders have always responded quickly and our delinquency list is almost non-existent. We ask that you continue this tradition. Payment made on the 10<sup>th</sup> day of the month or later is subject to penalty, as established by the Board.

## **SUB-LETTING OF APARTMENTS**

Occasionally, for various reasons, a shareholder may sublet his/her apartment. This is permitted only with the permission, in writing, by the Board of Directors. The Cooperative has a policy of not allowing more than 5% \*of the 235 units to be sublet at one time and there may be a waiting list at any given time. Specific subletting time frames and application and interview are required. Therefore, the shareholder must contact the managing agent by letter and you will be informed of the procedure to be followed. **NOTE:** If you have an outstanding cooperative loan, your bank will also have to grant permission. Shareholders must have been in residence for a minimum of two (2) years before subletting.

\*A revised policy was adopted by the Board of Directors at the January, 2014 meeting.

## **USE OF PREMISES**

The Lessee shall not, without the written consent of the Lessor on such conditions as Lessor may prescribe, occupy or use the apartment or permit the same or any part hereof to be occupied or used for any purpose other than as a private dwelling for the Lessee and Lessee's spouse, their children, grandchildren, parents, grandparents, brothers and sisters and domestic employees; and in no event shall more than one married couple occupy the apartment without the written consent of the Lessor. In addition to the foregoing, the apartment may be occupied from time to time by guests of the Lessee for a period of time not exceeding one month, unless a longer period is approved in writing by the Lessor, but no guests may occupy the apartment unless one or more of the permitted adult residents are then in occupancy or unless consented to in writing by the Lessor. Notwithstanding the foregoing, (a) Lessee may use the apartment for any home occupation use permitted under applicable zoning law, building code or other rules and regulations of governmental authorities having jurisdiction and (b) the Lessee who is a holder of a block of Unsold Shares (defined in Paragraph 38 of the Proprietary Lease) shall have the right to use the apartment as a model or an office (or both) in connection with the sale or rental of apartment to which the Unsold Shares are allocated or for any other lawful purpose.

## **USE OF LOBBIES, HALLWAYS, LAUNDRY ROOMS, ELEVATOR AND GROUNDS**

Smoking or carrying of lighted cigarettes, cigars or pipes is not allowed in any common area, including stairwells which are fire exits. Doors to the stairwells must be kept securely closed at all times to comply with the Fire Department regulations. We have provided two to three shopping carts in each building for your convenience. The carts MUST be returned to the basement area by the user immediately after use. Do not leave the carts in the hallways or keep them in your apartment. No food, personal decorations, or other items may be placed in lobbies, hallways, laundry rooms, or on the floors of the compaction rooms. No mats, boots or umbrellas may be left at the front door of the apartment, and will be discarded by the staff. Door decorations are not permitted except for religious icons. Under no circumstances may scotch tape or other adhesives be used on the doors of apartments since they tend to remove the paint. If you have questions about this rule, please contact the Superintendent at 337-2452 for clarification.

## **LAUNDRY ROOMS**

The laundry facilities are for the use of the residents only; personal laundering by and for other family members or service people not residing in the buildings is not permitted. The laundry room hours of operation are from **7:00 a.m. to 11:00 p.m.** every day; use after 11:00 p.m. or before 7:00 a.m. may disturb your neighbors. Washing machines and dryers are not permitted in any unit.

**SPECIAL NOTE:** The laundry room should not be used to store your laundry, laundry carts, detergent or similar materials at any time. If these items are left in the laundry room, the staff will be instructed to discard them.

## **STORAGE AND BIKE ROOMS**

Shareholders have been assigned pre-numbered storage spaces (subject to space limitations) in each building and must reside in that building. Insurance and Yonkers Fire Department regulations govern the use of our storerooms. Storage is permitted up to the gray paint line and no further. Renters and Sub-lessees are not permitted storage space.

Materials permitted, identified by name and unit number, in the storage rooms are:

- 1) Decorations for various holidays, properly packaged, i.e.in plastic containers.
- 2) Luggage (unpacked or packed).
- 3) Personal effects, e.g. clothing and books, properly packaged, i.e.in plastic containers.
- 4) Lockers, wardrobes, and file cabinets.

The following items are **NOT** permitted in the storerooms:

- 1) Appliances of any type, e.g. refrigerators, stoves, a/c units, vacuum cleaners, microwave ovens, fans, washing machines/dryers, snow removal equipment and similar items.
- 2) Any furniture such as mattresses, head boards, bed frames (including slats), inner springs, wooden tables, chairs, benches, upholstered furniture such as chairs and sofas.
- 3) Cabinets/Wardrobes no longer in use as well as walkers, wheelchairs, crutches and other medical devices no longer in use.
- 4) Sports equipment such as discarded golf clubs and equipment including pull carts; exercise equipment and similar items no longer used.
- 5) Plants, flowers, trees and similar household items including artificial arrangements.
- 6) Paint, rollers, brushes, ladders, drop cloths, paint cans and similar items.
- 7) Cardboard boxes or containers.

## **BIKE ROOMS**

These rooms are provided for your use subject to insurance and Fire Department regulations.

Permitted items, **properly tagged with name and unit number**, are:

- 1) Strollers
- 2) Baby Carriages
- 3) Beach Chairs
- 4) Bicycles and tricycles
- 5) Skate Boards
- 6) Scooters

If you have any questions as to items to be stored in the storerooms or bike rooms, they should be directed to the Superintendent before you store them. **NOTE:** Periodic inspections of these rooms will be conducted to ensure that the Cooperative is in compliance with insurance and Fire regulations. First time violations will be reported to the shareholder in writing, with a discard date for compliance, after which the staff will remove these items. Repeated violators will not receive notice and items will be discarded immediately.

Due to limited space in both the storerooms and bike rooms, we are unable to accommodate exercise equipment or geriatric equipment.

## **COOPERATIVE GROUNDS**

Shareholders/residents are invited to sit in the grassy areas in the center of the buildings using folding chairs. Beachwear is not deemed appropriate. The use of radios without personal earplugs, and picnicking are not permitted. Folding chairs cannot be left overnight in that area. Chairs, lounges and the like are not permitted in the parking lots at any time. The use of the parking lots for any purpose other than parking is **prohibited**.

Shareholders may, with the approval of the Board of Directors, plant and maintain flowers and flower beds on cooperative grounds.

## **INSURANCE**

It is mandated that every shareholder/resident must have his/her own personal homeowners insurance policy. The cooperative maintains the general policies for all public areas and to meet the requirements of the law for its buildings, equipment and grounds, but it is not responsible for personal belongings in the storerooms, laundry rooms, parking lots or any other common area owned by the Cooperative. The Board of Directors passed a resolution that requires all shareholders and residents of the building to carry and maintain renters insurance in the minimal amount of \$100,000 liability. The purpose of this resolution is to insure that, in the event of any catastrophe such as flooding or fire, the unit owners' contents are insured as well as insuring the contents of other shareholders who may be affected in such an event. The average cost of this insurance with \$100,000 liability is minimal and should not exceed approximately \$300 a year. The premium, of course, depends upon the value of the contents that the unit owner wishes to insure. The coverage must be maintained throughout your residency or ownership of the co-op and proof of the insurance must be provided to the managing agent annually upon renewal.

## **SUGGESTIONS**

Your Board is always open to suggestions, ideas, or advice. You may address members at any meeting or communicate in writing through the office 48 hours prior to the meeting. Letters must be signed and dated, with your building number and apartment number, so that a reply can be properly communicated.

Meetings of the Board of Directors are held every month except July and August. Shareholders are welcome to attend during January, March, May and October. Our Annual Meeting and Election is held during the month of May each year. All shareholders are encouraged to attend the open meetings as well as vote for Board candidates in May. Shareholders are encouraged to consider running for the Board. Shareholders wishing to run for a Board position should notify the Board in writing and include a short background summary suitable for distribution to shareholders.