

ASHFORD COURT CONDOMINIUM

c/o Garthchester Realty

440 Mamaroneck Avenue, S-512 | Harrison, NY 10528

SELLING AND LEASING OF UNITS

IN THE CASE OF A CONTRACT OF SALE

Please provide the following:

Final copy of the executed Contract of Sale.

- A statement advising the Board of Managers of the exact number and names of those persons who will be occupying the unit.

At the time a request for a Waiver is made, all monies due and owing the condominium including common charges, assessments and/or other charges outstanding against the unit must be paid in full.

Each sale request must be accompanied by a (non-refundable) check payable to Garthchester Realty in the amount of \$250.00 to cover the costs of processing the application.

In addition, a (refundable) \$650.00 Move-In fee payable to Ashford Court Condominium and a (refundable) \$650.00 Move-Out fee payable to Ashford Court Condominium. Move fees are refunded after moves and inspection of common areas. Please see Moving Procedures attached in House Rules.

The Managing Agent must be provided with the name and address of the purchaser(s) mortgage company (if any) as they wish it to appear on a Certificate of Insurance which must be requested from and issued by the insurance broker prior to closing.

C/O Garthchester Realty
440 Mamaroneck Avenue, S-512
Harrison, NY 10528

IN THE CASE OF A LEASE AGREEMENT

Please provide the following:

An exact copy of the executed Lease Agreement must be submitted. The Lease Agreement must contain reference to the current By-laws of the Condominium Association and the attached House Rules must be attached to the Lease and acknowledged by the tenants on the last page thereof. All tenants and owners must comply with House Rules. A lease is not complete without these Rules attached.

- A statement advising the Board of Managers of the exact number and names of all persons who will be occupying the unit. Complete the Information sheet enclosed
- At the time a request for a waiver is made, all monies due and owing the Condominium, including common charges, assessments and/or other charges outstanding against the unit must be paid in full.
- Each lease request must be accompanied by a (non-refundable) check payable to Garthchester Realty in the amount of \$250.00 to cover the cost of processing the application.
- The fee to Lease a Unit is 5% of the Annual Rent. This must also accompany the request. If requested it may be paid with common charges over a 12-month period.
- In addition, a (refundable) \$650.00 Move-In fee payable to Ashford Court Condominium and a (refundable) \$650.00 Move-Out fee payable to Ashford Court Condominium. Move fees are refunded after moves and inspection of common areas.
- Please see Moving Procedures attached in House Rules.

ASHFORD COURT CONDOMINIUM

Owner / New Owner / Tenant Information Sheet

Date: _____ Apt. _____

Present Owner: _____
Address (if not Ashford Court) _____

Home/Business #: _____

Cell#: _____

E-mail: _____

New Owner/Tenant _____

Spouse/Other Occupants: _____

Children's name:(if in residence) _____

Home: _____ Business: _____ Cell: _____

E-mail: _____ Spouses cell phone: _____

Emergency Information (New Owner / Tenant)

Person to contact: _____

Relationship: _____

Home Phone: _____ Business: _____ Cell phone: _____

List any additional people to contact:

Vehicle Type, Model, Color & Plate Number

Parking Space # _____ Space Location _____

Length of time unit "might" be vacant during the year? _____

PURCHASE APPLICATION

LOCATION: _____ APT: _____

APPLICANT(S) _____ SS# _____

_____ SS# _____

(indicate name(s) as they will appear on deed documents)

SELLER: _____

ATTORNEY _____ PHONE _____

PURCHASER/APPLICANT: _____

PHONE HOME _____ WORK _____

ATTORNEY _____ PHONE _____

CURRENT RESIDENCE: HOUSE _____ COOP _____ CONDO _____ APT. _____

OWN _____ RENT _____

CURRENT HOUSING: MONTHLY PAYMENTS \$ _____ YEARS IN RESIDENCE _____

PREVIOUS HOUSING ADDRESS (IF LESS THAN 3 YEARS) _____

AMOUNT FINANCED _____ CASH DOWN _____ TOTAL PRICE _____

INTEREST RATE _____ TERM _____ MAINTENANCE AMOUNT _____

REFERENCES

CURRENT MANAGING AGENT OR OWNER _____ PHONE _____

BANKS _____ ADDRESS _____

BANK _____ ADDRESS _____

BUSINESS _____ ADDRESS _____

BUSINESS _____ ADDRESS _____

PERSONAL _____ ADDRESS _____

PERSONAL _____ ADDRESS _____

BUILDING RESIDENTS KNOWN BY APPLICANT(S) _____

EMPLOYMENT INFORMATION

JOB POSITION/TITLE _____ #YEARS _____

NATURE OF BUSINESS _____ SALARY _____

ADDRESS _____

SPOUSE

JOB POSITION/TITLE _____ #YEARS _____

NATURE OF BUSINESS _____ SALARY _____

ADDRESS _____

INTENDED CLOSING DATE _____ MOVE-IN DATE _____

NAME, RELATIONSHIP AND AGES OF ALL INTENDED OCCUPANTS:

1 _____ 2 _____

3 _____ 4 _____

INDICATE NUMBER OF DEPENDENTS OTHER THAN STATED ABOVE _____

INFORMATION ON ANY PETS TO BE MAINTAINED _____

PLANNED ALTERATIONS _____

PLEASE INDICATE ANY ADDITIONAL INFORMATION YOU WISH THE APPLICATION COMMITTEE AND BOARD TO BE AWARE OF: (USE SEPARATE PAGE IF NEEDED)

By the signature(s) below, the applicant(s) affirm that the information provided is true and accurate and authorize the Board of Directors or its agent to use the information provided to obtain credit data and to verify the information on the application.

APPLICANT SIGNATURE

DATE

UNIT OWNER

RENTER

ASHFORD COURT CONDOMINIUM
RESIDENT INFORMATION

NAME: _____ BLD: _____ UNIT: _____
PLEASE PRINT

PHONE: DAY _____ EVENING: _____

VEHICLE INFORMATION

	YEAR	MAKE/MODEL	PLATE #	SPOT #
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____

EMERGENCY INFORMATION

In case of emergency, notify:

NAME: _____
PLEASE PRINT

PHONE: DAY _____ EVENING: _____

ADDRESS: _____

SPECIAL INFORMATION: _____

UNIT OWNER / LESSEE INFORMATION

LESSEE NAME(S) _____
PLEASE PRINT

LEASE START: _____ LEASE END: _____

* * * * *

_____ DATE: _____

UNIT OWNER OR RENTER MUST SIGN

THESE HOUSE RULES MAY BE ADDED TO, AMENDED OR REPEALED AT ANY
TIME, BY RESOLUTION OF THE BOARD OF DIRECTORS OF
ASHFORD COURT CODOMINIUM THESE HOUSE RULES CONFIRM ALL PRIOR
RESOLUTIONS OF THE BOARD OF DIRECTORS.

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED
AND READ A COPY OF

THE RULES AND REGULATIONS OF
ASHFORD COURT CONDOMINIUM

AND I CONSENT AND AGREE TO COMPLY FULLY
WITH SUCH RULES AND REGULATIONS.

APT. # _____

NAME

DATE

SIGNATURE

NAME

SIGNATURE

NO SMOKING HOUSE RULE AND POLICY

The Board of Managers of Ashford Court Condominium (hereinafter referred to as the "Condominium"), has implemented and established a "No Smoking House Rule Policy" that specifically applies to all Unit Owners, tenants and guests at the Condominium as set forth below.

The rationale and purpose for the implementation and establishment of the "No Smoking House Rule Policy" is to highlight the serious concerns of the Board of Managers for the health and safety of the condominium community due to the increased risk of fire and the known adverse health effects of secondhand smoke. Moreover, second hand smoke can also cause or create a noxious odor condition, besides adversely affecting your health.

In accordance with the foregoing, effective September 1st, 2021 (the "effective date"), all new Unit Owners purchasing apartments will be required to certify in writing as part of the waiver process that they and all other residents of the apartment acknowledge that smoking is strictly prohibited in any area of the condominium buildings, both apartments (including terraces and enclosed gardens) and common areas, whether enclosed or outdoors, and all existing Unit Owners seeking to rent their apartments will be required to include a no smoking clause in their leases.

Existing Unit Owners in residence who currently smoke will be "grandfathered" for a period of four months after the effective date of this House Rule, provided that the Unit Owner registers as a smoker within 60 days after the effective date by submitting a smoker registration form, and provided further that the Unit Owner complies with mitigation measures as follows: the Unit Owner must mitigate the effect their smoking has on other residents of the Condominium by taking measures to insure that no smoke odors emanate from the apartment to other areas of the Condominium, which may include but are not be limited to the following:

(a) thoroughly clean the apartment to get rid of built up smoke odors; (b) caulk the apartment; (c) install door sweeps and weather stripping to prevent odors from entering the common halls; (d) smoke only with the windows closed and never on the terrace or in an enclosed garden (instead of dispersing, smoke odors travel up the side of the building and enter apartments above) and (e) install and use air purifiers, "smoke eater", or "smokeless ashtrays" or other devices which prevents the spread of smoke and smoke odors.

All other Unit Owners will be required to prohibit smoking in their apartments but will not be required to sign a certification.

Since smokers are not a "protected class", this rule not discriminatory. Further, to the extent that the house rules have previously prohibited noxious conditions, this rule is simply an extension of that rule. Smoking is currently prohibited in all indoor common areas of the Condominium pursuant to state law which prohibits smoking in a work place [New York State Clean Indoor Air Act (Public Health Law, Article 13-E) prohibits smoking in virtually all workplaces, including restaurants and bars]; the common areas are the work place of the Condominium's staff.

This Policy applies to all Unit Owners, residents, guests, invitees, employees and service persons. The term "smoking" means inhaling, exhaling, breathing, or carrying a lighted cigar, cigarette, pipe or other tobacco or cannabis product or a similar lighted or smoldering product in any manner or in any form.

Please note that the Condominium's adoption of a smoke-free living environment and the efforts to designate the building as smoke-free do not make the Condominium, its Board of Managers, or Managing Agent the guarantor of Unit Owners' or residents' health or of the smoke-free condition of the apartments and the common areas. Furthermore, the inability or failure by the Condominium to effectively enforce the Policy or respond to a complaint filed by a Unit Owner or resident regarding smoke shall not be construed as a breach of the warranty of habitability nor shall it be deemed to be a constructive eviction.

By law, smoking is prohibited in any common area of the Condominium building; additionally, outdoor smoking is prohibited within 25 feet of any entry to the building. The Condominium is now designating the individual apartments, including terraces and enclosed gardens, as smoke free.

The following is the text of the No Smoking House Rule:

The Condominium has designated the Apartment (including any terrace or enclosed garden) and the Building as "smoke free", and Unit Owner agrees and represents that Unit Owner will adhere to this policy and will not smoke or allow smoking in the Apartment or the Building or within 25' from the Building entries. This policy applies to Unit Owners, guests, employees and service persons. The term "smoking" means inhaling, exhaling, breathing, or carrying a lighted cigar, cigarette, or other tobacco or cannabis product or a similar lighted or smoldering product in any manner or in any form. The Unit Owner further acknowledges that the designation of this Apartment and the Building as "smoke free" does not mean that all other residents of the Building are similarly restricted, as the Condominium will allow existing Unit Owners who smoke to continue to do so for four months after the effective date of this House Rule, provided that such Unit Owner registers as a smoker within 60 days after the effective date by submitting a smoker registration form, and provided further that the Unit Owner complies with mitigation measures as follows: the Unit Owner must mitigate the effect their smoking has on other residents of the Condominium by taking measures to insure that no smoke odors emanate from the apartment to other areas of the Condominium, which may include but not be limited to the following: (a) thoroughly clean the apartment to get rid of built up smoke odors; (b) caulk the apartment; (c) install door sweeps and weather stripping to prevent odors from entering the common halls; (d) smoke only with the windows closed and never on the terrace or in an enclosed garden (instead of dispersing, smoke odors travel up the side of the building and enter apartments above) and (e) install and use air purifiers, "smoke eater", or "smokeless ashtrays" or other devices which prevents the spread of smoke and smoke odors.

This rule shall be effective as of September 1st, 2021.

Ashford Court Condominium
By: Board of Managers

Smoke Free Apartment Acknowledgment

By signing this form, I (we) acknowledge that I (we) have reviewed House Rule of Ashford Court Condominium, the text of which follow:

The Condominium has designated the Apartment (including any terrace or enclosed garden) and the Building as “smoke free”, and Unit Owner agrees and represents that Unit Owner will adhere to this policy and will not smoke or allow smoking in the Apartment or the Building or within 25' from the Building entries. This policy applies to Unit Owners, guests, employees and service persons. The term “smoking” means inhaling, exhaling, breathing, or carrying a lighted cigar, cigarette, or other tobacco or cannabis product or a similar lighted or smoldering product in any manner or in any form. The Unit Owner further acknowledges that the designation of this Apartment and the Building as “smoke free” does not mean that all other residents of the Building are similarly restricted, as the Condominium will allow existing Unit Owners who smoke to continue to do so for months after the effective date of this House Rule, provided that such Unit Owner registers as a smoker within 60 days after the effective date by submitting a smoker registration form, and provided further that the Unit Owner complies with mitigation measures as follows: the Unit Owner must mitigate the effect their smoking has on other residents of the Condominium by taking measures to insure that no smoke odors emanate from the apartment to other areas of the Condominium, which may include but not be limited to the following: (a) thoroughly clean the apartment to get rid of built up smoke odors; (b) caulk the apartment; (c) install door sweeps and weather stripping to prevent odors from entering the common halls; (d) smoke only with the windows closed and never on the terrace or in an enclosed garden (instead of dispersing, smoke odors travel up the side of the building and enter apartments above) and (e) install and use air purifiers, “smoke eater”, or “smokeless ashtrays” or other devices which prevents the spread of smoke and smoke odors. The failure by the Condominium to respond to a complaint filed by the Unit Owner regarding smoke shall not be construed as a breach of the warranty of habitability, nor shall it be deemed to be a constructive eviction of Unit Owner.

The foregoing rule was adopted by the Board of Managers on June 28, 2021 and became effective on September 1, 2021. Please note that the adoption of a smoke-free living environment and the effort to designate the building as smoke-free do not make the Condominium, its Board of Managers, or Managing Agent the guarantor of the Unit Owners’ or residents’ health or of the smoke-free condition of any particular apartment or common areas.

The prospective Unit Owner represents that he, she or they shall adhere to and comply with this House Rule and will not smoke or allow smoking in the Apartment or the Building. The prospective Unit Owner acknowledges that the prohibition on smoking is fair and reasonable.

I(we) understand that if I(we) or anyone in the Apartment violates this House Rule, the Condominium may enforce the House Rule in the same manner that it enforces any other House Rule.

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)ss.:

On the ____ day of _____ in the year 20 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

Paragraph for inclusion in leases:

NO SMOKING IN THE APARTMENT: By law, smoking is prohibited in any common area of the building; additionally, outdoor smoking is prohibited within 25 feet of any entry to the building. Due to the increased risk of fire and the known adverse health effects of secondhand smoke, the Owner has designated this Apartment as a smoke free apartment, and Tenant has represented that Tenant will adhere to this policy and will not smoke or allow smoking in the Apartment. This policy applies to tenants, guests, employees and servicepersons. The term "smoking" means inhaling, exhaling, breathing, or carrying a lighted or cigar, cigarette, or other tobacco or cannabis product or a similar lighted or smoldering product in any manner or in any form. The Tenant acknowledges that the prohibition on smoking is a substantial obligation of this Lease and that the Owner may terminate this Lease for a violation of this provision. Tenant further acknowledges that the designation of this Apartment as a smoke free apartment does not mean that all other residents of the building are similarly restricted, and the failure by the Owner to respond to a complaint filed by the Tenant regarding smoke shall not be construed as a breach of the warranty of habitability, or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction of Tenant.

ASHFORD COURT CONDOMINIUM

520 ASHFORD AVENUE

ARDSLEY, NY 10502

BOARDOFMANAGERS@AOL.COM



ASHFORD COURT CONDOMINIUM

RULES AND REGULATIONS

2020

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1. Rules and Regulations, Application and Responsibility

A. Title:

The Board of Managers ("Board") has adopted these rules and regulations, and they shall be referred to as the "Ashford Court Rules and Regulations," and referenced herein as the "Rules." These Rules fully incorporate and restate, as amended herein, the initial Rules and Regulations for Ashford Court Condominium, annexed to the By-Laws of Ashford Court Condominium ("By-Laws,") as Schedule A.¹

B. Application/Amendments:

These Rules, as they may be amended from time to time, along with the Declaration of Condominium for Ashford Court Condominium ("Declaration") and the By-Laws (collectively the "Condo Docs.") govern the use of the Units, Common Elements and Limited Common Elements, by the Unit Owners, their Tenants, Lessees and other Persons or occupants of the Units, and each of their respective household members, employees, contractors, agents, guests and other invitees. Any violation of the Rules, By-Laws and Declaration by any of these Persons, is the responsibility of, and shall be, enforced against, the Unit Owner. The Rules contained within any specific section shall not be interpreted to apply to the exclusion of other rules contained in these rules which would logically apply to the same subject matter.

C. Terms:

Any reference to the "Rules and Regulations," "Rules and Regulations for Ashford Court Condominium," "Rule" or "Rules," "Regulation" or "Regulations," "Rule or Regulation," and such reference is not a reference to governmental authorities, in the By-Laws or Declaration, shall be a reference to the Rules as set forth herein.

D. Calculation of Dates:

In calculating days, the day after the date on which a notice is postmarked, emailed or posted, as the case may be, is deemed "Day One."

2. General Use and Restrictions, Common Elements and Limited Common Elements

A. Residential / Professional Office / Transient Rental Prohibited:

- 1) The Units shall be used for residences only, except that they may be used as professional offices by residents thereof, provided such professional use does not violate zoning regulations and provided further that the prior consent of the Board of Managers to such professional use is obtained.

¹ The initial Rules and Regulations of Ashford Court Condominium are located on page 225 of the Condominium Offering Plan for Ashford Court Condominium ("Offering Plan.")

- 2) Except to the extent permitted or otherwise expressly authorized herein or in the By-Laws, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein, nor shall any Unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Board of Managers, or its agent, to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and to maintain such freestanding and other selling, directional and informational signs as are deemed necessary to sell or lease Units. The right is hereby given to any mortgagee who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one (1') foot by two (2') feet. Notwithstanding this provision or any other provisions to the contrary, a Unit may be used as a professional office by a person who resides therein. Said professional use is subject to applicable governmental regulations and the prior written permission of the Board of Managers. However, no illuminated or other sign may be used in connection with said use.

B. Building Insurance, Combustibles:

Nothing shall be done or kept in any Unit or the Common Elements or Limited Common Elements which will increase the rate of insurance on the Building, or on the contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements or Limited Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No Unit Owner or occupant or any of his agents, employees, licensees or visitors shall at any time bring into or keep in his or her Unit, the Common Elements or Limited Common Elements any flammable, combustible or explosive fluid, material, chemical or substance. No waste shall be committed in the Common Elements or Limited Common Elements.

C. Electrical Equipment/Aerials:

- 1) Electrical Equipment: All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.
- 2) Antennas: No radio or television aerial or other similar device shall be erected on the roof or exterior walls of the Building, without obtaining in each instance the written consent of the Board of Managers. Any aerial so installed without such required consent shall be subject to removal without notice at any time.

D. Structural Integrity and Building Systems:

Nothing shall be done in any Unit or in, on or to the Common Elements or Limited Common Elements which will (a) impair the structural integrity of the Building (b) structurally change the Building or (c) impair the mechanical, HVAC, electrical, telecommunications and data, fire alarm fire sprinkler or plumbing systems.

E. No Alteration to Common Elements:

Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Managers.

F. Noxious / Offensive Activity:

No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, or Limited Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

G. Smoking:

- 1) Prohibitions: The smoking, vaping or other burning of tobacco products is prohibited in the common elements (a) inside the Building, including, but not limited to any elevator, hallway, boiler room, community room, bathroom, utility room, mailroom, stairway, entranceway or (b) outside the Building within 25 feet of any entrance door into the Building.
- 2) Infiltration: If the Board determines, in their sole discretion, that smoke from within a Unit is the cause of smoke infiltrating other areas of the Property or other Units, the Board may require the purchase and use of air purifiers for an individual Unit, at the sole cost of the Unit Owner.

H. Plumbing:

- 1) Toilets: Under no circumstance shall any product, other than toilet paper, be deposited into any toilet located in any Unit or Common Element in the Building as it can cause sewage backup, flooding and other damage to the Building and the sewage system. Prohibited items include, but are not limited, to baby wipes or wipes of any kind, even if the package says flushable (they are not), paper towels, napkins, microfiber cloths, rags, feminine products, diapers, incontinence products, Q-tips or dental floss.
- 2) Damage: The Unit Owner will be held responsible for all damage and repair costs resulting from depositing prohibited products into any toilet.

I. Obstructions:

1) Common Elements:

There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements, other than designated storage areas, if any, without the prior consent of the Board of Managers, except as hereinafter expressly provided. Thus, strollers, boots, umbrellas, bicycles or any other personal item may not be left in the hallways or other Common Elements as they would be obstructions under this Rule.

2) Doormats: Doormats are not permitted.

J. Playing, Lounging, Storage:

1) Except in recreational areas, there shall be no playing, lounging or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements, except that Limited Common Elements may be used for their intended purposes.

2) There shall be no parking of baby carriages, bicycles or other vehicles on patios.

3) Storage by Unit Owners in areas designated by the Board of Managers, if any, shall be at the Unit Owner's risk.

K. Personal Property Sales:

Sales, auctions or other events to sell personal property is prohibited.

L. Hanging Items from Units, Debris, Windows, Doors

1) No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements.

2) The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors or patios, nor shall a Unit Owner sweep or throw or permit to be swept or thrown therefrom any dirt or other substance.

M. Patio / Terrace Covering:

No patio or terrace shall be decorated, enclosed or covered by any awning or otherwise altered without the consent in writing of the Board of Managers.

N. Sunbathing:

Sunbathing is prohibited in the common elements.

O. Unit Cleanliness and Maintenance:

Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to maintain and keep in good order and repair his or her own Unit in accordance with the provisions of the Declaration and the By-Laws.

P. Pests:

The agents of the Board of Managers, and Management, and any contractor or workman authorized by the Board of Managers or Management, may enter any room or Unit in the Building at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

Q. Damage:

Any damage to the Property or Equipment caused by any Unit Owner, their Tenants, Lessees and other Persons or occupants of the Units, and each of their respective household members, employees, contractors, agents, guests and other invitees shall be repaired or replaced at the expense of that Unit Owner.

R. Noise:

- 1) All floors in a Unit, except those in the bathroom and kitchen, having a Unit below them shall always be covered with carpet to reduce transmission of impact sound.
- 2) All residents are reminded that excessive noise, of any kind, is prohibited between the hours of 11:00 PM and 8:00 AM. This is New York State Law.
- 3) Any Unit Owner being disturbed by such noise should call the Ardsley Police Department at (914) 693-1700.
- 4) Make sure all guests use the intercom when trying to contact residents. Honking a car horn is never acceptable.
- 5) Any Unit Owner with knowledge of a teen drinking/drug party anywhere on our Property should call the Ardsley Police Dept. (914) 693-1700 and ask for Detective Tony Vacca.

S. Keys:

If any key or keys are entrusted by a Unit Owner or occupant or by his agent, servant, employees, licensee or visitor to any employee of the Board of Managers, whether for such Unit or for an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of

Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

T. Consent / Approval Revocation:

Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

3. Safety and Security

A. Safety Devices:

1) Smoke Detecting Alarm Devices:

- a) Each Unit shall have smoke detecting alarm devices ("Smoke Detectors") that are properly installed, in good working order and are in compliance with New York State law, including, but not limited to, the function, placement and number of detectors required for your Unit.
- b) If a Smoke Detector is only powered by a replaceable removable battery, it is recommended by the National Fire Protection Association that that the: (a) batteries be changed at least once per year (manufacturers recommend every 6 months) and (b) the Smoke Detector be replaced every 10 years.
- c) Upon replacement of a Smoke Detector that is powered only by replaceable batteries, you must replace it with a Smoke Detector that has a nonremovable, non-replaceable battery that will power the smoke detector for 10 years, as is now required by New York State law as of April 1, 2019).**
- d) ****NOTE:** The new law does not require you to replace the smoke detector you already own. Those smoke detectors are grandfathered in until they need to be replaced.

2) Armed Smoke Detectors:

- a) Units with Additional Smoke Detecting Alarm Devices Connected to the Fire Alarm System ("Armed Smoke Detectors"):
- b) Armed Smoke Detectors, installed in Units_____, shall not be disconnected by anyone other than the Fire Alarm Monitoring Company or the Fire Department.
- c) Armed Smoke Detectors shall be masked off during painting or sanding in the Unit as those activities can set off the building fire alarm.

3) Carbon Monoxide Detectors:

Each Unit shall have Carbon Monoxide Detectors that are properly installed, in good working order and are in compliance with New York State law, including, but not limited to, the function, placement and number of Carbon Monoxide Detectors required for the Unit.

4) Fire Extinguishers:

Although not required by law, an ABC type fire extinguisher should be available in your Unit always. An ABC type fire extinguisher is one that uses a dry chemical that can put out all three classes of fire.

B. Doors:

1) Building Entrance/Exit Doors ("Building Doors"):

- a) Shall not be tied, strapped or propped open for any reason;
- b) Shall remain closed and secured always, except when in use, but when in use, they shall not be left unattended; and
- c) Shall never be opened for any unknown person(s).

2) Hallway Fire Doors:

Hallway Fire Doors shall be closed at all times, except when in use.

3) Utility Room Doors (Boiler, Elevator, Meters, Electrical, etc.):

Utility Room Doors shall be closed and secured at all times except when in use.

4) Unit Doors:

Unit doors opening into the public halls shall be kept closed at all times, except when in use.

C. Unit Door Locks:

Shall be high security, pick proof locks and cylinders.

D. Boilers / Mandatory Inspections / Repairs:

- 1) Unit Owners are solely responsible for the maintenance, repair or replacement of the boiler(s) that service their Unit as the boilers are the property of the Unit Owners although installed outside the Units.

- 2) It is mandatory that all boilers are inspected annually by a heating and plumbing specialist ("Heating Specialist") at the sole cost of the Unit Owner.
- 3) It is mandatory that the Unit Owner, Tenant or some other interested person, be present in the boiler room when the Heating Specialist is working on the boiler to ensure that the Heating Specialist is working with the correct boiler.
- 4) The annual Mandatory Boiler Inspection shall be performed during the time period set forth in the Notice that will be emailed to Unit Owners and Tenants and posted in the mailroom.
- 5) Sufficient Proof of Inspection is required and shall be provided to Garthchester Realty Management ("Management") no later than 3 days after the deadline for completion of the boiler inspections.
- 6) A paid invoice from a Heating Specialist, dated after the Boiler Inspection Notice, indicating that (a) the boiler was inspected and (b) is in good working order, shall be Sufficient Proof of Inspection for the current year.
- 7) Failure to provide Sufficient Proof of Inspection 3 days after the deadline shall be deemed Unit Owner's Consent for Management to do the following:
 - a) Hire a Heating Specialist to inspect the boiler; and
 - b) Add the cost of inspection to the Unit Owner's next monthly common charges.
- 8) If any boiler is inspected and is determined to need repairs with respect to a hazardous or potentially hazardous condition, whether discovered as a result of the mandatory Annual Boiler Inspection or at any other time;
 - a) Management must be notified of the hazardous or potentially hazardous condition;
 - b) The repairs must be completed immediately, and
 - c) Sufficient Proof of Repair shall be provided to Management immediately.
- 9) Failure to provide Sufficient Proof of Repair immediately after a Heating Specialist determines that a boiler needs repairs with respect to a hazardous or potentially hazardous condition, shall be deemed Unit Owner's Consent for Management to do what is necessary to make the boiler safe, including, but not limited to:
 - a) Shutting off the boiler; or
 - b) Any other action required to make the boiler safe.

- 10) If any boiler is inspected and is determined to need repairs but such repairs are not required to correct a hazardous or potentially hazardous condition, such repairs shall be completed within 7 days after inspection with Sufficient Proof of Repair provided to Management.
- 11) A paid invoice from a Heating Specialist, dated after the Boiler Inspection Notice, indicating that the boiler has been repaired and is in good working order shall be Sufficient Proof of Repair.
- 12) FINES:
 - a) As this is a significant safety issue, a Unit Owner shall be fined \$50.00 each day a boiler remains in a state of disrepair with respect to a hazardous or potentially hazardous condition, starting the day after the Unit Owner was on Notice of that hazardous or potentially hazardous condition and will continue until the Unit Owner provides Sufficient Proof of Repair.
 - b) If Sufficient Proof of Repair is not provided to Management within 10 days after a Heating Specialist determines that a boiler is in need of repairs but such repairs are not required to correct a hazardous or potentially hazardous condition, the Unit Owner shall be fined \$50.00.

E. Dryer Vent Cleaning ("Vent Cleaning"):

- 1) All Dryer Vents must be cleaned annually.
- 2) The Vent Cleaning Notice will be sent to Unit owners and Tenants by email and posted in the Mailroom with the (a) name and contact information for the vent cleaning service provider ("Vent Cleaner") and (b) the dates and times the Vent Cleaner will be on-site.
- 3) It is the responsibility of the Unit Owner to ensure the Vents are cleaned. The appointments for the service must during the dates the Vent Cleaner will be on-site. Appointments are always first come first served.
- 4) Failure to get the dryer vents cleaned during the timeframe the Vent Cleaner will be on-site, shall result in (a) a fine of \$50.00, and (b) a fee from the Vente Cleaner, both to be added to the Unit Owner's next monthly common charges.

F. Water Leaks and Water ShutOff Valves

- 1) All water leaks must be reported to Management immediately and all steps must be taken to stop the leak and/or limit the damage, including, but not limited to, shutting off the water to the Unit.
- 2) Unit Owners and Tenants must know the location and proper function of the water shutoff valves for their Unit so in the event of an emergency so the water can be turned off as quickly as possible.

G. Temperature in Units:

All Units, occupied or vacant, must be maintained at a minimum temperature of 55 degrees.

H. Emergency Access to Unit:

- 1) Management shall be provided with Key(s) to each Unit in case emergency access to a Unit is required.
- 2) The Unit Owner shall be responsible for all costs resulting from emergency access to a Unit if Management does not possess a key.

4. Financial: Common Charges, Fees and Fines

A. Fees:

- 1) Due Dates: All common charges, assessments, repair charges, late fees, fines and any other applicable fees, are due and payable on the first day of each month, unless otherwise specified.
- 2) Late Fees: A Late fee of \$25.00 shall be imposed if full payment is not received by the 10th day of the month the payment is due.

B. Fines:

- 1) Purpose: Fines are levied to discourage violations of the Condominium Documents and to encourage present and future compliance when a violation does occur. Fines are not intended to punish violators or generate revenue for the Condominium.
- 2) Responsibility: A Unit Owner is liable for fines levied for violation of the Condo. Docs. whether the violation is committed by the Unit Owner or the Tenants of Unit Owner, Lessees and other Persons or occupants of the Units, and each of their respective household members, employees, contractors, agents, guests and other invitees. Regardless of who commits the violation, communications will be directed to the Unit Owner and copies of the notices will be sent to the Person that committed the violation, if possible.
- 3) Fine Amounts: Each violation of these Rules shall be subject to a fine of Fifty (\$50.00) dollars, and such fines may be collected as if they were common charges

owed by the Unit Owner against whom such fines were levied, and as such, unpaid fines shall be subject to late fees as well.

5. REFUSE AND RECYCLING

A. Trash Chute:

- 1) All items deposited in the trash chute in the Building leading to the Compactor ("Chute") must be securely wrapped/bagged and appropriate in content and size for the compactor chute.
 - a) Kitchen sized trash bags or smaller are considered appropriately sized.
- 2) Do not place loose items in the Chute.
- 3) If the Chute is backed up, do not add more trash. Take the trash outside to the large green trash bin and notify Management that the Chute is blocked.
- 4) The items listed below **shall not** be deposited into the Chute.
 - a) Glass or other breakables
 - b) Recyclables
 - c) Hangers
 - d) Pizza Boxes or other cardboard boxes
 - e) Large bulky items
 - f) Construction materials
 - g) Area Rugs
 - h) Hazardous Waste
 - i) Paint
 - j) Small Appliances
 - k) Styrofoam
 - l) Loose items
 - m) Anything else that does not fit into the Chute or is of a nature that will cause trash to get backed up in the Chute or damage the Chute or Compactor.
- 5) The list above is not an exhaustive list but is representative of things deposited into the Chute in the past. Please use common sense before depositing something into the Chute. The Chute and compactor must be cleaned and maintained regularly and depositing the wrong items down the Chute can cause injury to people and damage to machinery, both very costly to us all.

B. Mandatory Recycling:

Compliance with the Recycling Rules of the Village of Ardsley is Mandatory. The Recycling Rules are attached at the end of these Rules for your convenience; however, everyone is responsible to stay informed and comply with all Village Recycling Rules as they may be amended by the Village and whether attached hereto or not.

1) Glass & Plastic:

- a) Must be rinsed clean before placing in the recycling bin loosely; and
- b) Broken Glass or Plastic Bags SHALL NOT be placed in the recycling bin as the village cannot recycle them. These items should be put into the large green trash bin outside.

2) Paper, Cardboard, Boxes:

Boxes must be broken down and flattened before putting them into the paper recycling bin.

3) Large Green Trash Bin Outside: Generally, the following items should be placed into the large green trash bin outside:

- a) General Trash;
- b) Liquids;
- c) Nonrecyclable Glass, broken or otherwise, other breakables;
- d) Plastic Bags;
- e) Nonrecyclable containers;
- f) Area Rugs;
- g) Bulbs, excluding those designated as hazardous waste;
- h) Toys;
- i) Tools;
- j) Small Appliances;
- k) Styrofoam and Coated Cardboard; and
- l) Any item too large or inappropriate for the trash Chute.

4) Bulk Items:

- a) Bulk items, that can be broken up, are to be placed into the green trash bin outside.
- b) Bulk items, too large or cannot be broken up, are to be placed inside the gated trash bin area for pickup so long as the Village of Ardsley is called to get it picked up. Ardsley's website contains all necessary contact information.

C. Disposal of Paint / Paint Containers:

1) Latex Paint (water based) can be disposed of in regular trash as follows:

a) Empty and/or Completely DRY Latex Paint Containers:

- (i) Remove lid and place open, empty, dry paint container in the gated area next to the green trash bin outside for pickup on the regular scheduled trash pickup day.

b) Paint Containing Wet Latex Paint:

- (i) Wet latex Paint **MUST BE MADE DRY** to put it out in the trash.
- (ii) To dry up Paint, remove lid and mix it with either
 - (a) Paint Hardener (at your local paint store) or
 - (b) Kitty Litter
- (iii) Once Paint is dry/hardened, remove lid and place open paint cans inside gated area for pickup.

2) Oil Based Paint, Solvents and Related Products:

- (i) Oil based paint, paint thinners and other paint solvents are considered hazardous waste which by law is not permitted to be thrown out with the other trash; it must be brought to a hazardous waste facility.

6. Vehicles and Parking Lot Rules:

A. General Rules:

- 1) The speed limit in the parking lot is 5 MPH. Please drive slowly!
- 2) All vehicles parked on the Property must be registered, insured and have valid license plates.
- 3) The parking of commercial vehicles (except for deliveries) is prohibited.
- 4) Bicycling, roller blading, skateboarding, sledding or any other similar activity is prohibited.
- 5) No washing of automobiles shall take place on any part of the Property, nor shall the parking areas be used for any purpose other than to park automobiles, excluding specifically, trucks, commercial vehicles, motor homes, trailers and boats, unless express permission therefor is obtained from the Board of Managers.
- 6) No Unit Owner may park more than two vehicles on the Property without express permission from the Board of Managers unless arrangements have been made with another Unit Owner to utilize one or more of that Unit Owner's assigned parking space(s).
- 7) Vehicles must be parked within marked parking spaces only.
- 8) If an unauthorized car is parked in your parking space, please call Management to have it towed if it is during the hours of 9 pm –5 pm. If it is after work hours, please park in a visitor's spot and report the car in the morning.

- 9) Only one vehicle may be parked in any one parking space.

B. Visitor Spaces:

- 1) Unit Owners are not permitted to park in visitor parking spaces, except otherwise expressly authorized herein.
- 2) If your guest will need a visitor's parking space for more than three (3) days, you must get authorization, in advance, from the Management Office.
- 3) Only Compact Cars shall park in Compact Car visitor spaces.

C. Parking Spaces:

- 1) Vehicles must be parked Inside the lines of the assigned parking space except (a) if a space adjoins a space assigned to the same Unit or (b) if the space adjoins an area of the parking lot that is neither a parking space nor a portion of the driveway or (c) parking over the line with the consent of the assignee of the adjacent space is acceptable, but the consent must be in writing, revocable and must be delivered to the Board of Managers.
- 2) "Inside" a space means that all tires of the vehicle must be inside, not on the lines that mark the space. Parking with tires on the line impairs the use of the adjoining space and is prohibited.
- 3) All vehicles, whether parked face in or face out, must be pulled completely into the assigned space and may not protrude into the driveway area.
- 4) All vehicles must be parked parallel to the lines; parking diagonally across the lines is prohibited.
- 5) Failure to obey these rules will result in fines; each day that a vehicle is parked improperly will result in a separate \$50.00 fine.
- 6) As a matter of courtesy, owners are requested to park in the center of their spaces to provide maximum space between vehicles.

D. Parking Space Assignment:

- 1) Two numbered parking spaces are assigned to each Unit.
- 2) There are two spaces designated as handicapped parking and there are multiple spaces designated as Visitor spaces.

E. Re-assignment of Parking space:

- 1) Board Re-assignment: The Board of Managers may re-assign parking spaces as follows; no such re-assignment will be punitive in nature.
 - a) Disabilities: To accommodate owners (or members of their households) with mobility disabilities, as demonstrated by a handicap parking permit issued by a governmental entity, spaces may be re-assigned to provide ADA compliant spaces for such owners. In re-assigning, the Board will first identify the space or spaces which best accommodate the disabled owner and will ask the assignees of such spaces to voluntarily switch spaces to accommodate the person with the disability; if no one volunteers to switch spaces, the Board will determine how the spaces will be re-assigned, which may involve more than one change in assignments.
 - b) Vehicle Size: To accommodate differing types of vehicles and in recognition that some spaces are smaller than others, the Board may designate a space as a compact vehicle space; if a compact space is assigned to a Unit the owner of which has no compact vehicles, the Board will make all reasonable efforts to find an owner willing to switch spaces; if no such owner is found, the Unit Owner will be re-assigned to an unused space such as a visitor space and the open compact space will become a visitor's space.
 - c) Parking Conflicts: To resolve conflicts, the Board may separate the spaces of Unit Owners who have become engaged in running arguments regarding their respective parking spaces. In re-assigning the spaces of these Unit Owners, the Board will continue the assignment of contiguous spaces to an owner whose spaces were contiguous. Both owners will be required to adhere to the re-assigned spaces; please note that this is a neutral measure to avoid conflict, not a punishment for either owner or a determination as to "fault."
 - d) Notice of Re-assignment: Owners will be advised of re-assignment in writing; the notice will state the date on which the re-assignment will take effect, which will be a future date not fewer than 15 days after the date of the notice. Notice may be delivered to the owner in person or by mail to the owner at the owner's billing address.
- 2) Voluntary Re-assignment: Parking space assignments transfer with Units; **only the right to use two spaces is set forth in the offering plan, not the right to any particular spaces.** If an owner is unhappy with a space assignment, the owner may arrange to swap assignments with any other owner; if both agree, a space swapping notice will be executed and delivered to Management, and the new assignment will be effective as if it had been the original assignment. There shall be no limit on the number of times that owners may swap spaces on a mutual basis.

- 3) Failure to Adhere: Failure to adhere to a re-assignment by the Board will result in the following:
- a) Failure to move the vehicle as of the first day of re-assignment: warning letter, delivered by email or in person, or by mail if the Board has no email address and the owner is not available to accept the warning.
 - b) Failure to move the vehicle as of the seventh day of re-assignment:
 - (i) Fine; each time the vehicle is parked in the incorrect space is a separate \$50.00 fine (but parking continuously in the incorrect space is a single incident);
 - (ii) written notice of a fine will be delivered by email or in person, or by mail if the Board has no email address and the owner is not available to accept the notice.
 - c) Failure to move the vehicle as of the 30th day of re-assignment: towing without further notice.

VIOLATIONS OF ANY OF THE PARKING RULES MAY RESULT IN FINES, TOWING OF THE VEHICLE OR RE-ASSIGNMENT OF PARKING SPACES.

F. Snow Removal:

- 1) If a heavy snowfall is expected, please make every effort to be available to move your car for the final cleanup after the storm.
- 2) If you will be away during the winter months, please leave your car keys with a responsible person who will move your car so your spot can be properly plowed.
- 3) Do NOT park in the parallel spots that are adjacent to the ravine (parking spaces 40 and 41) as the snow will be pushed over the side in that area.

7. Pets / Animals - General

A. General:

No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, or Limited Common Elements, except that dogs, cats or other common household pets, not to exceed one per Unit, may be kept in Units, subject to the Rules and Regulations herein, as adopted by the Board of Managers, and provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property upon three (3) days' written notice from the Board.

B. Prohibited Pets / Animals:

Known aggressive animals that have exhibited past aggressive acts, any dangerous animal by its nature, trained attack dogs, snakes and other reptiles, ferrets, hedgehogs or other non-domesticated and exotic animals or any other animal deemed by the Board to be a threat to the well-being of people or other animals, are prohibited anywhere on the Property.

C. Unit Owners:

Unit Owners may keep a Dog, Cat or other common household pets in a Unit, but the number of pets in a Unit shall not exceed one pet per Unit.

D. Non-Owner Tenants or other occupants:

- 1) Non-Owner Tenants or other occupants are NOT permitted to keep dogs as pets in any Unit.
- 2) Non-Owner Tenants or other occupants may keep a cat or other common household pets, but the number of pets in a Unit shall not exceed one pet per Unit.
- 3) Other common household pets are small caged birds and fish.

E. Leash: In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a leash.

F. Unattended dog: No dog shall be left unattended upon the Common Elements or leashed to any stationary object thereon.

G. License: Dogs must have a valid dog license issued by the Clerk's Office of the Town of Greenburgh.

H. Vaccination: If requested, owners must provide proof of vaccination and registration.

I. Walking:

- 1) No dogs may be walked on the grass or sidewalks.
- 2) Dogs taken out any entrance of the Building must be walked at least 25 FEET from the entrance or curb.
- 3) The pet owner must pick up any dog droppings immediately, place them in a plastic bag and dispose of them in the green trash bin at the rear of the parking lot. It is prohibited to deposit bags of dog feces in the compactor chute inside the Building.

J. Responsibility:

- 1) Pet owners assume full responsibility for any injury, property damage or disturbance their pet may cause, including, but not limited to all odors, stains or other Damage caused their pet to the Property and all repairs , shall be cleaned or repaired at Unit Owner's expense and a fine will be imposed on the Unit Owner responsible.
- 2) Any Unit Owner, Tenant of a Unit Owner or other Occupants resident who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Condominium, Board of Managers and each and every Unit Owner free and harmless from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet within the Condominium.

K. Feeding Animals: It is prohibited to feed any birds or other animals from the window sills, terraces, patios or in the courtyard, parking lot or any other Common Element or Limited Common Element as it attracts unwanted animals, vermin and other Pests. Any injury, damage or costs that result from feeding animals on the Property shall be added to the common charges of the Unit Owner responsible.

8. Unit Renovations

A. The By-laws:

- 1) No Unit Owner shall make any structural addition, alteration or improvement in or to his or her Unit or terrace without prior written consent thereto of the Board of Managers.
- 2) Nothing shall be done in any Unit or in, on or to the Common Elements or Limited Common Elements which will impair the structural integrity of the Building or which would structurally change the Building.
- 3) Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Managers.

B. Renovation Rules:

1) Board Approval Required:

To ensure compliance with the By-Laws and uniform application of the renovation rules, ALL additions, alterations, or improvements to any Unit must be approved in writing by the Board of Managers prior to the commencement of any work.

- 2) Guide for Renovations: As a general guide, kitchen and bathroom renovations will generally be approved, but certain restrictions may apply, including, but not limited to the following:
- a) Removal or relocation of bearing walls may not be approved.
 - b) Unit Windows, Doors and Skylights must be maintained in operable condition and may not be blocked or covered.
 - c) No new plumbing fixtures may be located outside the footprint of the existing kitchen or bathrooms.
 - d) Alteration of common elements, including but not limited to, any plumbing, electrical, ducts, structural elements and storage areas accessible by any Unit, are prohibited.
 - e) Whirlpool tubs, skylights, other than the original skylights installed by the builder, through the wall or window air conditioners, dish antennas affixed to the Building or the roof, are prohibited.
 - f) No new penetrations shall be permitted, including, but not limited to penetrations through roofs, walls or doors.
 - g) Commercial type stoves are prohibited as they require venting to outside.
 - h) Licensed and insured plumbers and electricians are required for plumbing, including gas plumbing, and electrical work.
 - i) All alterations and materials used shall be of a quality and style in keeping with the general character of the Building, including, but not limited to window and door replacements.
- 3) Application, Permits and Other Requirements for Approval:
- a) Application: Written details of the proposed work must be submitted to the Board through Management, along with proposed drawings, specifications, and the names of all contractors who will be performing the work.
 - b) Board Response: Written response shall be made within 30 days of the Board's receipt of the above documentation, and work shall not commence until all required written permission has been granted.
 - c) Architectural/Engineer Review: If the Board requires legal, engineering or architectural advice prior to granting permission, the Unit Owner will reimburse the Condominium, on demand, for reasonable fees incurred, and if consent is to be granted, this reimbursement must be paid as a condition of the consent.

- d) Permits: If required by law, the Unit Owner shall file plans with and procure the consent as demonstrated by a permit of any Governmental Agencies having jurisdiction over the "work." If there is any question as to the necessity for a permit, the Board of Managers shall have the right to determine the doubt.
- e) Right to Inspect: The Board of Managers has the right to inspect the Unit while "work" is in progress and upon its completion. If these inspections reveal that modifications are necessary in the "work" undertaken, changes must be made at the Unit Owner's expense.
- f) Certificate of Occupancy: Upon completion of the "work," the Unit Owner must deliver an amended Certificate of Occupancy or Certificate of Completion and a certificate of the Board of Fire underwriters, if required, and such other proof as may be necessary to indicate the "work" has been done in accordance with all applicable laws, and Government regulations.
- g) Failure to Obtain Permission: Unit Owners who undertake remodeling projects as described herein without written permission will be subject to fines, and may additionally be required to remove the addition, alteration or improvement, or make further modifications when they do not conform to standards applied by the Board.
- h) Additional Forms: Insurance Requirements, Indemnification Agreements and any other forms or conditions to board approval shall be provided to the Unit Owner after the Unit Owner's renovation request has been submitted.
- i) Hours, Water Shut-off

No work shall be done, except between the hours of 8 a.m. and 5 p.m., Saturdays, Sundays and holidays excluded, and any "work" which can produce unusual noises, which might be disturbing to Building occupants, shall not be done before 10 a.m. This applies to "work" done by the Unit Owner as well as to "work" done by contractors. The Unit Owner is responsible for the behavior of the contractor and the workers performing the "work" and must take reasonable precautions to avoid interference with other residents. The Unit Owner must, at least a week before the "Work" commences, advise the adjacent residents of the scope and duration of the "Work." The superintendent and Management must be notified at least two business days in advance of any plumbing work which will require the use of the shutoff valves outside the Unit.

9. Sales and Leasing

A. Forms:

Any Unit Owner who intends to sell or lease a Unit must contact the Management Office for the proper forms and procedures.

B. Open House/Real Estate Agent:

Any Unit Owner selling a Unit must have the real estate agent inform the Management Office if an Open House is planned. No Open House showings are permitted without Management notification and authorization. Real Estate Agents and prospective buyers MUST park in Visitor Parking only.

C. Leasing:

- 1) Writing: A lease agreement shall be in writing and signed by all parties to the agreement.
- 2) Lease Term: A Lease shall not be for a term less than one year.
- 3) Sub-Leases: Sub-leases are prohibited.
- 4) Lease Review and Approval: All signed leases shall be presented to Management for review and approval before a tenant may move into the Unit.
- 5) Leasing Fee: The fee to Lease a Unit is 5% of the Annual Rent and is due and payable upon presentation of the signed lease to Management for review and approval. The 5% fee may be divided into 12 payments and added to the Unit Owner's common charges, upon request. The Leasing Fee shall be treated as common charges and is subject to late fees and interest.

10. Moving

- A. Scheduling: Moving can be scheduled between Monday and Friday from 8:00 am to 8:00 pm and Saturday and Sunday from 12 pm to 6 pm. All moves must be scheduled with the Management Office. Kindly notify the Management Office as soon as possible about the intended move date.
- B. Deposit Required: The Unit Owner or Tenant, moving in or out, must provide a \$650.00 deposit to the Management Office, 10 days prior to the move. This money will be placed in a designated account and returned when the move is completed.
- C. Damage: Deductions will be made from the \$650 deposit for any damage to the common areas

11. Miscellaneous

- A. Homeowner Insurance Policies: Owners and Tenants are REQUIRED to maintain an active Homeowner's Policy to protect their own property, including any improvements to their Unit, the property of other residents and the adjacent common areas in the condominium.
- B. Community Room: The community room is available for use by residents ONLY. There is a \$75.00 room cleanup fee for each day the room is used and a refundable security deposit of \$250.00. The security deposit is for the cleanup and/or repairs of damage that occurred during the rental period. Please contact the Management Office for more details.
- C. Posting of Notices:
 - 1) Residents may post notices only in the mailroom. They must be pinned to the corkboard. All notices must be dated and removed within 1 week.
 - 2) Any Notices to be posted from Management or the Board, shall be posted in the mailroom.
- D. Complaint Procedures: If you have any comments or concerns regarding any aspect of the operation or administration of Ashford Court, please bring it to the attention of the Management Office promptly and in writing. **
 - 1) **Unit Owners with issues concerning other Unit Owners must first make every attempt to resolve those issues BEFORE contacting Management or the Board or (BoardofManagers@aol.com.)

CONTACTS

FOR GENERAL EMERGENCIES, CALL 911

GARTHCHESTER REALTY

Tel: (914) 725-3600

Fax: (914) 725-6453

www.garthchesterrealty.com

GARTHCHESTER TEAM @ 914-725-3600 (M-F 9:00 am – 5:00 pm)

- Property Manager Carol Dreher ext: 113 carol@garthchesterrealty.com
- Property Assistant: Rose Marie Sotero ext: 115 rosemarie@garthchesterrealty.com
- Billing & Receivables: Adele Frutkin ext: 103 adele@garthchesterrealty.com
- Alterations/Renovations: Rose Marie Sotero ext: 115 rosemarie@garthchesterrealty.com
- Sales & Leasing: Edward Meltser ext: 250 MyPlatinumBroker@gmail.com

AFTER BUSINESS HOURS & EMERGENCIES Please call 866-246-0370**

****EMERGENCIES:** For Issues that cannot wait 24 hours (such as a leak anywhere, front or side doors do not close properly, elevator not working, etc.).

VILLAGE TELEPHONE NUMBERS:

Ardsley Police Department: Nonemergency Number: 914-693-1700

Ardsley Fire Department: Nonemergency Number: 914-693-1700

Ardsley Village Hall: 914-693-1550

RECYCLING RULES AND REGULATIONS

GO TO THE COUNTY WEBSITE www.westchester.gov FOR MORE RECYCLING INFORMATION

Collection Requirements: Trash may be placed curbside no earlier than 6:00 pm on the night before collection and No Later than 7:00 am on the day of collection. Residents must retrieve empty pails within 12 hours and commercial establishments must do so within 4 hours.

Chapter 122-5 of Village Code - Specifications of Receptacles: Covered metal or rigid containers only to be used.

CURBSIDE PICK-UP		DO INCLUDE	DO NOT INCLUDE
Paper/Cardboard (Blue Box) (No String) (Place Shredder Paper in Paper Bags or Boxes)		Black & White or Colored Unsouled Newspaper, Junk Mail, Office Paper, Grey Cardboard Cereal and Cracker Cartons, Corrugated Cardboard, Brown Paper Bags, Telephone Directories, Manila Folders, Shirt and Gift Boxes, Paper Towel Rolls, Paperback Books	Carbon Paper, Cardboard Coated with Metal Foil, Plastic, or with Styrofoam Linings, Hardcover Books unless cover is removed (can be donated)
Commingled Glass / Metal / Plastic (Green Box) (Do Not Place Recyclables in Plastic Bags)		Unbroken Clear, Green and Brown Bottles and Jars (Rinsed Clean), Uncrushed Food, Juice Beverage Cans (Rinsed Clean), Aerosol Cans (Empty), Aluminum Foil & Plates All (1) (2) (3) (4) (5) (6) (7) Plastic Bottles & Containers: Milk, Soda, Yogurt, Laundry (Rinsed Out)	Window Panes, Light Bulbs, Crystal, Dishware, Auto Glass, Mirrors, Ceramics, Plastic Bags Oil Cans, Paint Cans Containers of Potentially Hazardous Materials, such as Motor Oil, Plastic, Bags, Vinyl

To Identify (1) - (7) Plastic Containers
Look for One of the Following Symbols on the Bottom of a Container:



*Soda Bottles, Plastic Bottles & Cans Should be Returned to the Store for Deposit
Return Plastic Bags to Store

E-Waste (Every Wednesday)	Smart phones/cell phones, computers, monitors, keyboards or TV's. Do not mix with regular trash.
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SPECIAL CURBSIDE PICKUP

Bulk Waste	Bulk waste can be collected on the same day as normal garbage.	No Construction Debris.
Bulk Metal (Every Wednesday)	Appliances, tire rims, boilers, metal wheel covers & hubcaps. Residents Only, No Contractors	

Yard Waste (Monday, Tuesday, & Friday)	Grass, Weeds, Leaves, Plant Cuttings, Leave Grass Cuttings on Lawn. Tree Limbs, Logs Max 4 ft. and/or Max 75 lbs. Brush Should be Tied and Bundled. Yard waste may be collected on same day as garbage. All leaves for pickup by Village must be in bags or rigid containers. Local Law #4 of 1996.	No Sand, Stones, Gravel or Large Tree Limbs
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Special Leaf Collection Regulations	Autumn leaf curbside pickup mid-Sept. thru mid-December. Two free leaf bags available at Village Hall. All leaves for pickup by Village must be in bags or rigid containers. Local Law #4 of 1996.	Please Register Your Leaf Blower, as Per Local Law #3 of 2010. Biodegradable Paper Leaf Bags are required. No Plastic Bags. Do Not Mix Bagged Leaves with Trash. Do Not Blow or Pile Leaves into Street.
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Christmas Trees	Leave Curbside 2 nd & 3 rd Week of January. Must be Undecorated.	No Wreaths & Other Holiday, Wired/ Decorated Items or Plastic Bags.
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Motor Oil & Paint	Motor Oil, Transmission Fluid & Antifreeze May be Dropped Off at Local Service Stations or County Facility in Valhalla. Call 914-813-5425 for details.	Fill Paint Cans with Sand or Cat Litter for Regular Trash.
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Household Chemicals	May be dropped off at County Facility in Valhalla.	Call 914-813-5424 for details.
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