

ASHFORD COURT CONDOMINIUM

**520 ASHFORD AVENUE
ARDSLEY, NY 10502**

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ASHFORD COURT CONDOMINIUM

RULES AND REGULATIONS

2022

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A. Title, Terms, Application

1. Title

The Board of Managers (“Board”) has adopted these rules and regulations, and they shall be referred to as the “Ashford Court Condominium Rules and Regulations,” and referenced herein as the “Rules.” These Rules fully incorporate and restate, the Rules and Regulations For Ashford Court Condominium, annexed to the By-laws of Ashford Court Condominium (“By-laws,”) as Schedule A¹ which remain in full force and effect and are set forth in Paragraph B. Paragraph headings have been added for convenience of reference only and shall not be deemed to define, limit or add to any provision of these rules.

2. 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.

“Management” shall mean any experienced and professional manager or management company with whom the Board contracts for the day-to-day management of Ashford Court Condominium. Currently, Garthchester Realty is the Management Company for Ashford Court Condominium.

“Unit Owners, Occupants or Guests” shall mean 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.

3. Application

All present and future Unit Owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-laws, the Declaration and the Rules and Regulations, each as amended from time to time.

B. General Use and Restrictions, By-laws, Schedule A

1. Residential Use; Professional Office; Transient Rental Prohibited

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, and except that the Sponsor may retain ownership of one or more Units for use as models, sales and/or promotion offices for the purpose of offering Units for sale or lease, until such time as all such Units have been conveyed to purchasers thereof. (*Paragraph 1, Schedule A*)

2. Commercial, Religious, Other Uses Prohibited, Signs

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,

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

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 Sponsor and 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, excepting only a professional shingle, non-illuminated, not larger than the size permitted by the Board of Managers. *(Paragraph 2, Schedule A)*

3. 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, servants, 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. *(Paragraph 3, Schedule A)*

4. Electrical Equipment/Aerials

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.

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. *(Paragraph 4)*

5. 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 impair the structural integrity of the Building or which would structurally change the Building. *(Paragraph 5, Schedule A)*

6. 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. *(Paragraph 6, Schedule A)*

7. Animals, Common Elements

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 adopted by the Board of Managers, 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 of Managers. In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a leash. *(Paragraph 7, Schedule A)*

8. 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. *(Paragraph 8, Schedule A)*

9. Obstructions

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 expressly provided herein. *(Paragraph 9, Schedule A)*

Note: Doormats, strollers, boots, umbrellas, bicycles or any other personal item may not be placed in the hallways or other Common Elements as they would be obstructions under this Rule.

10. Playing, Lounging, Storage

Except in recreational or storage 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. There shall be no parking of baby carriages, bicycles or other vehicles on patios. Storage by Unit Owners in areas designated by the Board of Managers, if any, shall be at the Unit Owner's risk. *(Paragraph 10, Schedule A)*

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

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. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials, nor shall any rugs or mats 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. *(Paragraph 11, Schedule A)*

12. 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. *(Paragraph 12, Schedule A)*

13. Patio / Terrace Covering

No patio shall be decorated, enclosed or covered by any awning or otherwise altered without the consent in writing of the Board of Managers. *(Paragraph 13, Schedule A)*

14. Noise

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. *(Paragraph 14, Schedule A)*

Excessive noise, of any kind, is prohibited between the hours of 11:00 PM and 8:00 AM. Any Unit Owner disturbed by such noise should call the Ardsley Police Department at (914) 693-1700.

Make sure all guests use the intercom when trying to contact residents. Honking a car horn is not permitted.

15. Car Washing

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. Further, no Unit Owner may park more than two vehicles on the Property without express permission from the Board of Managers. These restrictions do not apply to the Sponsor. *(Paragraph 15, Schedule A)*

16. Pests

The agents of the Board of Managers, and the manager or the managing agent, and any contractor or workman authorized by the Board of Managers or the manager or the managing agent, 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. *(Paragraph 16, Schedule A)*

17. 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. *(Paragraph 17, Schedule A)*

18. 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. (*Paragraph 18, Schedule A*)

19. Sunbathing

Sunbathing is prohibited in the common elements.

20. Personal Property Sales

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

21. Toilets, Products, Sanitary Sewer System

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 damage to the Building's sanitary sewer system and the sewage system in Ardsley. 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.

22. Temperature in Units

All Units, occupied or vacant, must be maintained at a minimum temperature of 60 degrees.

23. Damage

Any damage to the Property or Equipment caused by the Unit Owner, Occupant and/or Guest shall be repaired or replaced at the expense of that Unit Owner.

C. Smoke Free Building

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, Occupants or Guests 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.

D. Safety and Security

1. Safety Devices

a. Smoke Detecting Alarm Devices

Each Unit shall have smoke detecting alarm devices ("Smoke Detectors") that are properly installed, in good working order and are in compliance with all applicable laws.

b. Alarmed Smoke Detectors

Smoke Detecting Alarm Devices connected to the Fire Alarm System ("Alarmed Smoke Detectors") installed in units 19, 20, 21, 22 and 23

- (i) shall not be disconnected by anyone other than the Fire Alarm Monitoring Company or the Fire Department, except that the Unit Owner or Occupant may replace the battery; and
- (ii) shall be masked off during painting or sanding in the Unit to prevent activating the building fire alarm.

c. Carbon Monoxide Alarm Devices

Each Unit shall have Carbon Monoxide Alarm Devices that are properly installed, in good working order and are in compliance with all applicable laws.

d. 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.

2. Doors

- a. Exterior Building Doors shall (a) shall be closed and secured at all times, except when in use, but when in use, they shall not be left unattended: (b) shall not be tied, strapped or propped open for any reason; and (c) shall never be opened for any unknown person.
- b. Interior Building Doors, including all Equipment Room Doors, are fire doors and shall be closed at all times, except when in use. Equipment Room Doors shall be locked at all times, except when in use.

3. Unit Door Locks

Shall be high security, pick proof locks and cylinders.

4. Boilers / Mandatory Inspections / Repairs

- a. Unit Owners are solely responsible for the maintenance, repair or replacement of the boiler(s) that service their Unit.

- b. Annual boiler inspections are mandatory and shall be performed at the sole cost of the Unit Owner. The boiler inspection requirements and deadlines will be detailed each year in the Boiler Inspection Notice sent to the Unit Owners each fall.
- c. It is the responsibility of the Unit Owners to comply with all the requirements and deadlines in the Boiler Inspection Notice as if they were more fully set forth herein. Failure to comply with the requirements in the Boiler Inspection Notice, shall be considered a violation of these Rules and shall result in fines and/or other necessary action.

5. Dryer Vent Cleaning (“Vent Cleaning”)

- a. It is mandatory that all dryer vents be cleaned each year.
- b. Unit Owners will receive a notice each year detailing the (a) the name and contact information for the Vent Cleaning service provider and (b) the dates and times the service provider will be onsite.
- c. Unit Owners are responsible for scheduling their own appointment and ensuring that the dryer vents are cleaned during the timeframe the Vent Cleaning service provider will be onsite. Appointments are always first come first served.
- d. Unit Owners that do not have their dryer vent cleaned during the timeframe when the Vent Cleaning service provider is scheduled to be onsite, will be fined \$50.00 and will be charged an additional fee by the Vent Cleaning service provider, which will be added to the Unit Owners next monthly common charges.

6. Water Leaks and Water Shutoff Valves

- a. 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.
- b. It is the responsibility of the Unit Owners and Occupants to be informed as to the location of the water shutoff valves for their Unit so in the event of an emergency the water can be turned off as quickly as possible. If you don’t know where it is, ask Eduardo to show you where it is.

7. Keys/Emergency Access to Unit

Unit Owners shall provide Management with a key(s) to their Unit in case emergency access to a Unit is required. The Unit Owner shall be responsible for all costs resulting from emergency access to a Unit if Management does not possess a key.

E. Financial: Common Charges, Fees, and Fines

1. Common Charges, Fees

- a. Due Dates: All common charges, assessments, rental fees, repair costs, fines or any other fees or charges assessed against a Unit Owner for any reason, are due and payable on the first day of each month, unless otherwise specified.
- b. Late Fees: A Late fee of \$25.00 shall be imposed if full payment of the above-referenced charges and fees are not received by the 10th day of the month the payment is due.

2. Fines

- a. Authority: As per the By-laws, the violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-law contained therein, or the breach of any provision of the Declaration, shall give the Board of Managers the right to impose against such Unit Owner a fine for any such violation or breach.
- b. Application: All Unit Owners, Occupants and Guests, mortgagees and any persons who may use the facilities of the Property in any manner are subject to these By-laws, the Declaration and the Rules and Regulations, as amended.
- c. Unit Owner Responsibility: Any violation of the Rules or Breach of the By-laws or Declaration by any of these persons, is the responsibility of, and shall be, enforced against, the Unit Owner. Regardless of who commits the violation or the breach, Management will direct its communications to the Unit Owner and send a copy of the notice to the person who committed the violation or breach, if possible.

3. Fine Amounts

Each violation of these Rules or breach of the By-laws or the Declaration 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.

F. REFUSE AND RECYCLING

1. Trash Chute

- a. All items deposited in the building's trash chute leading to the compactor ("Chute") must be securely wrapped/bagged and appropriate in content and size for the Chute. Kitchen sized trash bags or smaller are considered appropriately sized.
- b. Do not place loose items in the Chute.
- c. If the Chute is backed up, do not add more trash. Take the trash outside to the large green trash bin outside and notify Management that the Chute is blocked.
- d. 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.
- e. The items listed below shall not be deposited in the Chute. This list is not an exhaustive list but is representative of things deposited into the Chute in the past.

<ul style="list-style-type: none">• Glass or other breakables• Recyclables• E-Waste• Liquids• Dog Waste• Hangers• Pizza Boxes / cardboard boxes• Large bulky items	<ul style="list-style-type: none">• Area Rugs• Paint / Paint Containers• Small Appliances• Styrofoam• 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, cause injury to a person or damage the Chute or Compactor
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2. Large Trash Bin

- a. Except for Recyclables, Paint Containers, Hazardous Waste, E-Waste, all items listed above shall be deposited in the large green trash bin outside.
- b. Large bulky items (such as furniture, shelving, etc.) can be deposited in the bin if it fits, but it should be broken apart and/or disassembled.
- c. All other large items are to be handled as Bulk trash.

3. Bulk Trash

- a. Bulk items, too large for the trash bin or which cannot be broken up, are to be placed inside the gated trash bin area for pickup once you schedule an appointment for bulk pickup.
- b. Bulk items which contain refrigerant, such as refrigerators and/or freezers shall not be left in the trash bin enclosure. These bulk items must be properly disposed of in accordance with the requirements for Hazardous Waste. Contact Westchester County's Household Material Recovery Facility in Valhalla for guidance.

4. Recycling is Mandatory

a. Comingled Glass, Metal & Plastic

- (i) All unbroken clear, green and brown bottles and jars (rinsed clean), uncrushed food, juice beverage cans (rinsed clean), aerosol cans (empty) aluminum foil and plates. All recycling code (1) thru (7) with chasing arrows, plastic bottles and containers: Milk, soda, yogurt, laundry (rinsed out).
- (ii) No Plastic bags, broken glass, drinking glasses, light bulbs, decoration, crystal, dishes, auto glass, mirrors or ceramics.

b. Paper, Cardboard, Boxes

- (i) Permitted: Unsoiled paper, junk mail, grey cardboard cereal and cracker cartons, corrugated cardboard boxes, brown paper bags, manila folders; shirt and gift boxes and paper towel rolls.
 - (ii) Prohibited: Food-stained boxes or paper in the bin, cardboard coated with metal foil, plastic or with Styrofoam linings, hardcover books unless cover is removed.
 - (iii) Boxes: All boxes must be broken down and flattened before putting them into the paper recycling bin.
- c. Compliance with the Recycling Rules of the Village of Ardsley is Mandatory. It is the responsibility of all Unit Owners and Occupants to stay informed and comply with all applicable recycling rules. You can view the recycling rules at the following link: <https://www.ardsleyvillage.com/public-works>
 - d. Failure to properly separate recyclables can result in loss of services and/or fines levied against Ashford Court. Any costs resulting from loss of trash services and/or any fines levied against Ashford Court for failure to comply, will be passed through to all Unit Owners as an additional charge above the monthly common charges.

5. Paint Disposal

a. Latex Paint

(i) Dispose in Trash as follows

- (a) Empty/Dry Latex Paint Containers: 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) Wet Latex Paint Containers MUST BE DRIED UP BEFORE it can be put in the trash area. Dry up Latex Paint by mixing with Paint Hardener (buy from your local paint store) or Kitty Litter. Once dry, follow instructions above; or recycle.

(ii) Recycle

- (a) Latex paint is now accepted at Westchester County's Household Material Recovery Facility in Valhalla – (see info below)

b. Oil Based Paint, Solvents and Other Hazardous Waste – Do Not Put in Trash

Must bring oil-based paint and other hazardous waste to Westchester County's Household Material Recovery Facility in Valhalla. They now accept many types of paint and other items more fully described at:

<https://environment.westchestergov.com/residents/recycling-guidelines/paint-oil-and-latex>

G. Vehicles and Parking Lot Rules

1. General Rules

- a. The speed limit in the parking lot is 5 MPH. Please drive slowly!
- b. All vehicles parked on the Property shall be insured, display a current registration and have valid license plates and/or tags.
- c. All vehicles belonging to Unit Owners or Occupants which will be parked at Ashford Court shall be registered with Management and display a valid Ashford Court parking sticker assigned to the Unit. All newly acquired vehicles will be issued a new Ashford Court parking sticker upon registration.
- d. There shall be no more than two vehicles per Unit parked on the Property without express permission from the Board unless arrangements have been made with another Unit Owner to utilize one or more of the spaces assigned to their Unit. Unit Owners or Occupants with additional vehicles shall register the additional vehicles with Management, display the Ashford Court parking sticker provided for that vehicle and provide Management with the parking space number where it will be parked.
- e. Vehicles must be parked within marked parking spaces only.
- f. Only one vehicle may be parked in any one parking space.
- g. Only compact cars shall park in Compact Car visitor spaces.
- h. The parking of commercial vehicles (except for deliveries) is prohibited.

- i. Bicycling, roller blading, skateboarding, sledding or any other similar activity is prohibited.
- j. 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.

2. Visitor Spaces

- a. Unit Owners or Occupants are not permitted to park in visitor parking spaces, except otherwise expressly authorized herein.
- b. 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. Parking Space Rules

- a. 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. Vehicles may not park over the line of the adjacent space if that space is a visitor's space.
- b. "Inside" means that all tires of the vehicle must be between the lines, not on the lines that mark the space. Parking with tires on or over the line impairs the use of the adjoining space and is prohibited. As a matter of courtesy, parking in the center of parking spaces is preferred.
- c. All vehicles, whether parked face in or face out, must be pulled completely into the assigned space, may not protrude into the driveway area or hover over and/or block a sidewalk.
- d. All vehicles must be parked parallel to the lines; parking diagonally across the lines is prohibited.

4. Parking Space Assignment

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

5. Re-assignment of Parking space

- a. Board Re-assignment: The Board of Managers may re-assign parking spaces as follows; no such re-assignment will be punitive in nature.
 - (i) 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.

- (ii) 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.
 - (iii) Parking Conflicts: To resolve conflicts, the Board may change the parking space assignments 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."
 - (iv) 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.
- b. Voluntary Re-assignment: Parking spaces are assigned. Generally, if a Unit is sold, the parking spaces assignments transfer to the new Unit Owner. If a Unit Owner is unhappy with a parking space assignment, the Unit Owner may arrange to swap parking space assignments with any other Unit Owner. A parking space swapping agreement shall be executed and delivered to Management and the new assignment will become effective immediately. There shall be no limit on the number of times that owners may swap spaces on a mutual basis.
- c. Failure to Adhere: Failure to adhere to a re-assignment by the Board will result in the following:
- (i) Failure to move the vehicle as of the first day of re-assignment: warning letter, delivered by email, in person or by mail if the Board has no email address and the owner is not available to accept the warning.
 - (ii) Failure to move the vehicle as of the seventh day of re-assignment:
 - (a) 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);
 - (b) Written notice of a fine will be delivered by email, in person or by mail if the Board has no email address and the owner is not available to accept the notice.
 - (iii) Failure to move the vehicle as of the 30th day of re-assignment: towing without further notice.

6. Violations

Violations of any of the parking rules may result in fines, towing of the vehicle and/or re-assignment of parking spaces.

7. Snow Removal

- a. If a heavy snowfall is expected, please be available to move your car for the final cleanup after the storm. Failure to move your car during the cleanup prevents the spaces adjacent to your space from being cleaned up as well.
- b. If you will be away during the winter months, please leave your car keys with a responsible person who will move your car after a storm so your parking spaces and the parking spaces adjacent to yours can be cleaned up as well.
- c. 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.

H. Pets / Animals

1. General; Number of Pets

- a. 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 adopted by the Board of Managers, 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 of Managers. In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a leash. *(Paragraph 7, repeated)*
- b. Only Unit Owners residing in their own Unit may keep a Dog in their Unit. Unit Owners may keep a cat or other common household pet in the unit as well.
- c. Tenants may not keep a dog in the Unit, but may keep a cat or other common household pet in the Unit.
- d. Other common household pets are small caged birds and fish.
- e. No dog shall be left unattended upon the Common Elements or leashed to any stationary object thereon.
- f. Dogs must have a valid dog license issued by the Clerk's Office of the Town of Greenburgh.
- g. If requested, owners must provide proof of vaccinations and registration.

2. Dog Walking

- a. No dogs may be walked on the grass or sidewalks.
- b. Dogs must be walked at least 25 FEET from any Exterior Building Door.
- c. 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 Chute.

3. Responsibility

- a. Pet owners assume full responsibility for any injuries, damage to personal or condominium property, caused by their pet. Damage includes, but is not limited to, all odors, stains or other damage. All costs for injuries, repairs or replacement to property shall be at Unit Owner's sole expense in addition to any fine imposed on the Unit Owner responsible.
- b. Any Unit Owner or Occupant 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.

4. 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.

5. Feeding Animals

It is prohibited to feed any birds or other animals from the window sills, terraces and 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.

I. Unit Renovations

1. The By-laws

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

2. Renovation Rules

a. 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.

b. 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:

- (i) Removal or relocation of bearing walls may not be approved.
- (ii) Unit Windows, Doors and Skylights must be maintained in operable condition and may not be blocked or covered.
- (iii) No new plumbing fixtures may be located outside the footprint of the existing kitchen or bathrooms.
- (iv) Alteration of common elements, including but not limited to, any plumbing, electrical, ducts, structural elements and storage areas accessible by any Unit, are prohibited.
- (v) 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.
- (vi) No new penetrations shall be permitted, including, but not limited to penetrations through roofs, walls or doors.
- (vii) Commercial type stoves are prohibited as they require venting to outside.
- (viii) Westchester County licensed and insured plumbers and Electricians are required for all plumbing, including gas plumbing, and electrical work.
- (ix) 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.

c. Application, Permits and Other Requirements for Approval

- (i) 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.
- (ii) 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.
- (iii) Legal/Engineer/Architectural Review: If the Board requires legal, engineering or architectural advice prior to granting permission for the renovation, 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.
- (iv) 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.

- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) Additional Requirements: 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.
- (ix) 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.

J. Sales and Leasing

1. Forms:

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

2. 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.

3. Leasing:

- a. Writing: A lease agreement shall be in writing and signed by all parties to the agreement.
- b. Lease Term: A Lease shall not be for a term less than one year.
- c. Entire Unit/Transient Rental: No portion of a Unit (other than the entire Unit) may be rented, and no transient tenants may be accommodated therein.
- d. Sub-Leases: Sub-leases are prohibited.
- e. Lease Review and Approval: All signed leases shall be presented to Management for review and approval before a tenant may move into the Unit.
- f. 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.

K. Moving

1. Scheduling:

Moving can be scheduled between Monday and Friday from 8:00 am to 8:00 pm and Saturday and Sunday from 10 am 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.

2. 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.

3. Damage:

Deductions will be made from the \$650 deposit for any damage to the Common Elements or Limited Common Elements, however the Unit Owner, Tenant or Occupant shall be responsible for the entire cost of repair to the Common and Limited Common Elements.

L. Miscellaneous

1. Homeowner Insurance Policies

Owners and Tenants are REQUIRED to maintain an active Homeowner's Policy to protect their property, including any improvements to their Unit, the property of other residents and the adjacent common areas in the condominium.

2. 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.

3. Posting of Notices

- a. 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.
- b. Any Notices to be posted from Management or the Board, shall be posted in the mailroom.

M. Complaints

1. 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. **
2. **Unit Owners with issues concerning other Unit Owners must first make every attempt to resolve those issues BEFORE contacting Management or the Board or BoardofManagers520@gmail.com

CONTACTS

MANAGEMENT

GARTHCHESTER REALTY
440 Mamaroneck Avenue, Suite S-512
Harrison, NY 10528
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

VILLAGE OF ARDSLEY
2022 SANITATION CALENDAR

All regular garbage must be lidded, rigid metal/plastic containers. **DO NOT** place recyclables in plastic bags.

	Garbage-Entire Village		Commingled Glass, Metal & Plastic
	Holiday and/or No Garbage or Rubbish Pickup		All Recyclables-including Newspaper, Cardboard, Jun Mail, Office Paper, Bulk Mail & E-Waste, Commingled Glass, Metal & Plastic
	Newspaper, Cardboard, Junk Mail, Office Paper, Bulk Metal & E-Waste	LEARN MORE ABOUT ReCollect Sanitation Guide!	

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Clerk/Manager/Treasurer 914-693-1550	Library 914-693-6636	Community Center/Parks 914-693-8012
Highway Department 914-693-0117	Police/Fire/Ambulance 914-693-1700 (911)	Household Chemicals 914-813-5425
Suez Westchester/United Water Emergency 914-632-6900	Con Edison Emergency 1-800-752-6633	Verizon Repair 1-800-837-4966
Building Inspector 914-693-6961	FAX 914-693-3706	Court 914-693-1703


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 Unsoiled 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

<p>To Identify (1) – (7) Plastic Containers Look for One of the Following Symbols on the Bottom of a Container:</p> <div></div> <p>*Soda Bottles, Plastic Bottles & Cans Should be Returned to the Store for Deposit Return Plastic Bags to Store</p>	
E-Waste (Every Wednesday)	Smart phones/cell phones, computers, monitors, keyboards or TV's. Do not mix with regular trash.

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 25 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 <u>Large</u> 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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