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**SCHEDULE A**

**HOUSE RULES AND REGULATIONS**

**OF**

**THE BRENTWOOD CONDOMINIUM**

**1. GENERAL**

In addition to the provisions contained in the By-Laws of the Condominium, the following House Rules and Regulations shall govern and apply to all unit owners, their tenants, residents, guests, employees, etc.

As provided for in the By-Laws these Rules and Regulations may, from time to time, be amended, changed or additions or deletions made thereto, by the Board of Managers

Except as otherwise provided herein, the Board of Managers may, at its discretion, delegate its authority to the managing agent or the Building Superintendent giving them full authority and responsibility to implement and enforce these Rules and Regulations, on its behalf.

A copy of the By-Laws of the Condominium and a copy of the House Rules and Regulations of the Condominium must be included and made a part of all sale contracts and leases of all units of the Condominium

The masculine pronoun wherever used in these Rules and Regulations includes the feminine pronoun.

**2. UNIT OWNER AND TENANT RESPONSIBILITIES**

Unit owners shall not use or permit the use of his unit in any manner which would be disturbing or a nuisance to other owners or tenants, or in such a way as to be injurious to the reputation of the Condominium.

No unit owner or tenant shall make or permit any disturbing noises or activities in the Building, or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of the other unit owners or tenants.

No unit owner, tenant or guest shall play or operate or permit to be operated a stereo, phonograph, radio, television, loudspeaker or other sound amplification devices in such unit between 10:00 p.m. and the following 8:00 a.m. if the same shall unreasonably disturb or annoy other occupants of the Building and, in no event, shall practice either vocal or instrumental music between the hours of 9:00 p.m. and the following 9:00 a.m.

No construction or repair work or other installation involving noise shall be conducted in any unit except on weekdays (excluding all legal holidays) and only between the hours of 8:00 a.m. and 6:00 p.m. unless such construction or repair work is necessitated by an emergency.

Each unit owner or tenant shall keep his unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof, any direct, trash or other substance.

All the repairs to internal installations of the unit located in and servicing only that unit, such as power, gas, telephones, and sanitary installations (except main line plumbing stoppages and main line electrical defects) shall be at the unit owner's expense (see Para. 28.0 Toilets and other Water Appliances)

Unit owners or tenants shall not cause or permit any unusual or objectionable noises or odors to be produced or to emanate from their units.

Unit owners, tenants, agents, servants, employees, guests, licensees, etc., shall not, at any time, permit or bring into or keep in his unit any flammable, combustible or explosive fluid, material, chemical or substance except as shall be necessary and appropriate for the permitted uses of the unit.

### **3. COMPLAINTS/CONCERNS**

Complaints and or concerns regarding the services or conditions in the Condominium shall be made in writing to the Board of Managers c/o their managing agent.

### **4. ACCESS OR EGRESS TO THE BUILDING OR UNITS**

No vehicles including, but not limited to, bicycles, scooters, shopping carts, baby carriage, wheel chairs, etc. belonging to a unit owner, tenant, family member, guest or employee, etc. shall be

stored or left even temporarily, in such a manner as to impede or prevent easy access to any entrance to or exit from the Building or unit of the Building.

Such blockage may also be a fire violation or safety hazard subject to action or punishment prescribed by law.

Any such vehicle found to be in violation of these Rules shall be removed at the owner's expense and the Condominium or its Agent assumes no responsibility for loss or damage to the vehicle as a result of its action.

## **5. COMMON AREAS:**

The sidewalks, entrances, passages, public halls, elevators, vestibules, lobby, corridors and stairwells of or adjoining the Building shall not be obstructed, littered, defaced or misused in any manner, or used for any other purpose than ingress to and egress from the units.

No articles, including but not limited to bicycles, baby carriages, shopping carts, boxes, cartons, garbage cans, trash bags, bottles, mats, etc., shall be placed in any of the halls, stairwells, or any of the other common areas of the building.

Nothing shall be hung or shaken from any doors, windows or open areas of the Building or placed upon the outside windowsills of any unit or common areas of the Building.

No one is permitted on the roof other than in the case of an emergency. Roof doors are kept closed under an alarm system.

## **6. ACCESS TO UNITS**

The Superintendent shall retain a passkey to each unit. If any lock is altered or a new lock (or locks) installed, the Superintendent shall be provided with a key thereto immediately upon such alteration or installation.

If the unit owner, tenant or occupant is not personally present to open and permit entry to his unit at any time when an entry therein is necessary due to an emergency situation which is defined as a situation which is life-threatening or causing damage to Building structure and/or personal property and a key has not been furnished to the Superintendent, then the Board of Managers or such managing agent or responsible representative may forcibly enter such unit without liability for damages or trespass by reason thereof.

## **7. BUILDING SECURITY**

No person or persons shall be permitted to enter the Building without being properly identified and having authorized reasons to enter the Building. No persons or persons shall permit the

propping open of doors or allowing doors leading into the Building to remain unlocked as it results in a breach of security and jeopardizes the safety of the residents.

All instances of strangers or suspicious individuals seen in the Building who cannot identify themselves satisfactorily and the reasons they are in the Building, must be reported to the Building Superintendent and/or the police, without delay.

## **8. FIRE, SMOKE, GAS OR OTHER DANGER SIGNS**

Anyone discovering a fire, no matter how small, or smelling or seeing signs of smoke, or smelling gas or other unusual odors or any other condition which might be dangerous to the Building or its occupants must notify the building superintendent immediately and take whatever action may be deemed necessary.

## **9. AIR CONDITIONERS AND/OR VENTILATORS:**

Air conditioners or ventilators (including fans) shall be permitted provided they are of the type designed for use in a condominium or apartment unit and provided they meet all electrical and fire safety regulations.

Window type units shall be properly and safely installed to manufacturer's specifications and shall not pose any hazard nor shall be detrimental to the overall appearance of the Building.

Any unit owner or tenant in violation of these Rules will be notified in writing by the Board of Managers and if the conditions are not corrected within 10 days of such notice, the Board shall order the removal of such air condition or ventilator at the owners/tenant's expense and fine as permissible.

## **10. ANIMALS, BIRDS, or OTHER PETS**

No cats, birds, reptiles or other animals (except seeing eye dogs) shall be permitted, kept or harbored in the Building or the common areas adjoining the Building unless the same shall have been expressly permitted by the Board of Managers in writing and such consent, if given, shall be revocable by the Board in their sole discretion, at any time. There is a NO DOG policy.

No cats, birds, reptiles or other animals (except seeing eye dogs) shall be permitted in any elevator or any public areas of the Building or its adjoining areas unless properly contained.

No pigeons, or other birds, cats or other animals shall be fed from the window sills, ledges or other public or common areas of the Building including the side walks or street adjacent to the Building or any of the other common areas adjoining the Building. No bird feeders are permitted either from windows or from common area trees/bushes or the like.

## **11. EMPLOYEES OF THE CONDOMINIUM**

No employee of the Condominium shall be requested to perform any errands or duties which are not directly related to his duties as an employee during his regular working hours. It is at the sole discretion of the Employee to perform work in individual condominium units that are not related to his duties as an employee of the Condominium. Use of an employee of the condominium for work not related to his duties is strictly at the sole responsibility of said unit owner/tenant.

## **12. RECYCLING, COMPACTORS, and GARBAGE DISPOSAL**

All kitchen garbage must be well-drained and placed in tightly secured paper or plastic bags so as not to drip or burst while being carried and deposited down the compactor chute. These bags must be substantial enough to be closed so they will not burst or come apart in the descent to the Compactor in the basement.

All garbage bags must be of a size that will fit easily into the compactor chute without being forced. Vacuum cleaner waste or disposable vacuum cleaner bags must be placed in tightly closed paper or plastic bags before being deposited into the chute.

No garbage or other household garbage should be left in the compactor room other than appropriate recyclables items.

**Do not deposit down the compactor chutes --** Cat Litter; clothes hangers, liquids such as used cooking oils, etc.; small appliances, books, magazines, pots, pans, ceramics, broken glass. This also includes cartons, boxes, wooden articles, sticks, boards, aerosol containers, glass, etc. Such items should be properly disposed of in the can provided in the basement area.

**Recyclables:** All recyclables including cans, plastic bottles marked (1) and (2) and glass bottles must be properly rinsed out and placed in the appropriate recycling bin located in the compactor room (blue container) or brought to the basement and placed in the proper recycling cans provided (blue cans).

All newspapers, magazines, books, flyers, junk mail are to be neatly stacked on the compactor room floor or brought down to the basement and deposited in the appropriate garbage container (green cans)

**NOTICE:** Under no circumstances is anything to be left in any hallway or stairwell areas.

## **13. EXTERIOR PAINTING, DECORATING OR PLANTING:**

Except as may otherwise be provided in the By-Laws, no public hall, elevator or vestibule of the Building shall be decorated or furnished by any unit owner or tenant, in any manner.

No unit owner or tenant shall paint the exterior surfaces of the windows or doors opening out of his unit. This includes the painting or installation of any signs, notices, advertisements or illumination. No for sale signs or for rent signs may be placed on exterior surfaces of the windows or doors.

No unit owner or tenant shall install, move, remove, add or otherwise change any exterior plantings or landscaping in the common areas adjoining the Building.

No unit owner or tenant shall keep a doormat outside their front door. This poses a fire violation.

#### **14. FLOOR COVERING**

Unless expressly authorized, in writing, by the Board of Managers in each special case, 80% of the floor area of each unit (excepting kitchens, bathroom, and closets) shall be covered with rugs, carpeting or equally effective noise-reducing material. Unit Owners are subject to inspection by the Board of Managers or its agent. The failure to comply with said floor covering requirement within fifteen (15) days of said inspection or notice to the Unit Owner of the failure to comply with said floor covering requirement shall result in a \$25.00 per day assessment against said Unit Owner until said Unit Owner has satisfied the floor covering requirement.

#### **15. GROUP TOUR, EXHIBITION, AUCTION, TAG SALE, OPEN HOUSE**

No group tours, exhibition of any unit or its contents including all types of "open house" shall be conducted; nor shall any auction or tag sale be held in any unit without the prior written consent of the Board of Managers. No "open houses" shall be conducted.

Such activities greatly reduce the security of the Building and proper precautions would be necessary if approval is given to conduct such activities.

#### **16. INSURANCE**

Nothing shall be done or kept in any unit or in the common areas of the Building which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Board of Managers.

No unit owner or tenant shall permit anything to be done or kept in his unit or in the common areas which will result in the cancellation of insurance on the Building or which would be in violation of the law.

#### **17. INSPECTION OF UNITS**

Any agents of the Board of Managers, or the managing agent, or any employee of the Condominium and any contractor or workman authorized by the Board of Managers or the managing agent, including the building superintendent, may enter any room or unit at any reasonable hour of the day, on at least one day's prior notice to the unit owner or tenant, for the purpose of inspecting such unit for any violations of the Condominium By-Laws and House Rules and Regulations and also 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 correct, control or exterminate any such vermin, insects or other pests. Such entry, inspection or extermination shall be done in a reasonable manner so as not to interfere unreasonably with the use of such unit or its permitted purposes.

In the event of any emergency, such as to repair or abate any water leak, gas leak, fire or other condition which threatens life or human safety, or which may result in damage to the common areas or to any other unit, the Board of Managers, the managing agent or building superintendent may enter a unit without prior written notice to the unit owner or tenant.

## **18. KEYS**

If any key or keys are entrusted by a unit owner or tenant or by any member of his family or by his agent, employees, licensee or visitor to any employee of the Condominium or of the managing agent thereof, whether for such unit owner's unit or 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 tenant and neither the Board of Managers nor the managing agent thereof shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

## **19. MOVING/DELIVERY OF LARGE ITEMS**

All large items requiring two or more persons to handle or requiring hand trucks or dollies to move including but not limited to furniture, appliances, trunks, etc., shall be taken through the basement entrances using the elevator near the tenant's unit. Proper protective padding to the elevator must be installed by the Superintendent who requires notice of such moves.

This includes movement either in to or out of the Building whether handled by owners, tenants, guests, their employees, outside delivery personnel, etc. Owners/Tenants are responsible for seeing that all delivery personnel follow House Rules and Regulations.

**Under very specific circumstances, if front door entry is necessary, prior arrangements must be made with the Superintendent for such access prior to said delivery. It is mandatory that the Superintendent be present during such delivery and accordingly it must be arranged during his normal working hours. There will be no exceptions.**

**The unit owner or tenant shall be responsible for all damage incurred to the public halls, doors, or other common areas of the Building as the result of a move-in/move-out/delivery.**



**The unit owner or tenant is responsible for the elevator pads if such moving extends beyond the Superintendent's normal workday. The failure to notify the managing agent within 48 hours of the move-in/move-out date and have the Building Superintendent present during a move-in/move-out through the front door of the building shall result in a \$500.00 moving fee which shall be considered additional common charges and billed to the Unit Owner.**

## **20. LAUNDRY ROOM**

The laundry room is equipped with washers and dryers and is available for use by all residents of the Building. Non-resident family members, guests or neighbors are not permitted to use these facilities since the cost of this facility is subsidized by the Condominium.

Because these facilities are available and the plumbing system is inadequate to handle washing machines, no washing machines or clothes dryers are permitted to be installed or used in any unit or other unauthorized area of the Building.

If a Unit Owner has installed or has used a washing machine and/or clothes dryer in their unit, the Unit Owner shall be assessed a fine of \$100.00 per appliance and shall be assessed a \$25.00 per day assessment until said Unit Owner removes said washing machine and/or clothes dryer from said unit.

Tenants shall use these laundry room facilities according to the operating instructions on the machines and shall use them only for the purpose designated and in such a manner as not to abuse them by overloading or damaging them in any way and to see they are left reasonably clean of soap, detergents and lint, in consideration of other tenants.

Clothing and other articles left in the washers or clothes dryers or in the laundry room unattended are at the tenant's own risk and the Board of Managers, building staff and the managing agent assumes no responsibility for lost, stolen or damage to such items.

No items of any kind shall be left to dry in the laundry room (other than in the dryers), nor dried or aired on the roof or any other open areas of the Building or individuals unit windows, etc.

The Board of Managers shall have the right to establish the hours when the laundry room may be closed such as during late evening hours for reasons of safety and security; for cleaning; and, from time to time, to revamp, relocate or repaint the space allocated for laundry purposes and to close these facilities during such times, upon notice being posted.

**The Laundry Room shall not be used as a play area for children nor for persons assembling or congregating other than as ordered by the Board of Managers.**

## **21. MOVING:**

All unit owners or their tenants moving in or out of their units shall use the basement entrances and elevator nearest their unit. This also includes occupants of all first floor units unless prior permission is granted.

Advance arrangements for all moves, in or out of the Building, must be made with the Superintendent or managing agent, together with a check for \$500.00 to cover possible damages to the common areas of the Building. A copy of the moving policy is attached hereto.

Unit owners or tenants shall be held liable for all damage to doors, public hallways, elevators and any of the common areas of the Building and the cost of any necessary repairs shall be deducted from the deposit. If damage exceeds \$500.00 said amount will be added to the unit owners common charge bill and will be considered additional common charges and due and payable by the Unit Owner. If no damage is incurred during the move-in of a Unit Owner, the \$500.00 will be returned upon the completion of the move. If no damage is incurred during the move-in of a tenant of an Owner, the full deposit shall be maintained in a security account until the tenant vacates the unit.

## **22. RADIO, TELEVISION OR OTHER ELECTRICAL EQUIPMENT**

All radios, televisions, stoves, ovens, upgrading lighting, or any other electrical equipment of any kind or nature installed or used in each unit shall comply fully with all of the rules, regulations, requirements or recommendations of the City of White Plains and/or State of New York and of all public authorities having jurisdiction and the unit owner shall be liable for any damage or injury caused by any such equipment in such unit.

## **23. RADIO AND TELEVISION ANTENNAE, SIGNS, ILLUMINATIONS**

No radio or television antennae shall be erected on the exterior or units, such as form the windows.

No antennae is permitted to be installed on the roof of the Building. The only antennae now permissible on the roof are those belonging to tenants in occupancy of their current apartment since the time of conversion of the building to condominium ownership. All other antennae found on the roof are subject to removal without prior notice to the resident. Any authorized tenant who currently has an antenna will be held fully responsible for the cost to repair any damage caused by their existing installation. The condominium assumes no responsibility or liability of such installations.

Satellite dishes are permitted, with certain restrictions/limitations provided prior written consent has been obtained from the Board of Managers.

No signs, notices, advertisements or illuminations shall be inscribed or exposed on or at any window, doors or other parts of the Building except such as are pursuant to the By-laws or shall be approved, in advance, in writing, by the Board of Managers.

## **24. RECREATION**

No unit owner, tenant, guest or anyone else shall play or loiter in the entrances, passages, public halls, lobby, elevators, vestibules, corridors, stairwells, roof, fire towers, laundry room or storage areas of the Building nor shall the sidewalks and grounds adjoining the Building be used for recreational purposes including but not limited to ball playing, barbecues, or other activities which may create a nuisance, fire hazard or damage to the property.. The common lawn areas or front of the building may not be used for sitting and/or lounging.

## **25. REPAIR, SERVICE OR DELIVERY PERSONNEL**

All repair, service or delivery personnel including carpenters, plumbers, painters, electricians, deliverymen, etc. who are authorized to perform work or make deliveries in or to any unit or area of the Building shall use the basement entrances and elevator nearest the unit or work area. Unit owners and tenants are responsible and accountable for the actions of their independent contractors and delivery personnel.

## **26. ROOF AREA**

Unit owners, tenants, guests, families, servants, employees, agents, licensees, etc. shall not, at any time or for any reason whatsoever, enter upon or attempt to enter upon the roof of the Building. An alarm system is connected and active to each of the four roof doors.

## **27. STORAGE AREA**

The storage area is designated in the basement of the Building.

The storage area shall be used by all unit owners or tenants in common. All items stored must be in compliance with White Plains Fire Code and any Rules and Regulations as may be established by the Board of Managers at their discretion.

All items stored shall be properly tagged and marked with the owner's/tenant's name and unit number.

Supervision, management and control of the storing and removal of items from the storage area is vested in the Board of Managers and they have delegated this responsibility to the building's superintendent.

The use of the storage area shall be at the sole risk of the users and the Board, building staff, or its agents shall not be liable for any injury to persons or loss by theft or otherwise or damage to property, whether due to negligence of the Board, its agents, or otherwise.

Articles found in the storage area which are determined to be in violation of the Rules and Regulations or Fire Code shall be subject to removal and the Board or its agents assume no responsibility for loss or damage.

No unit owner/tenant may occupy a space larger than 10' x 5'.

The Board shall have the right, from time to time, to revamp, relocate or close the space designated for storage purposes.

## **28. TOILETS AND OTHER WATER APPLIANCES**

Toilets, washbasins, sinks, tubs, and other water appliances in any unit shall be used only for the purpose designated.

Dishwashers are permitted in units provided they are permanently installed by a licensed plumber and licensed electrician. Should any damage occur during the use of a dishwasher, the offending unit owner/tenant will be held responsible for any and all damages. As provided for in the By-Laws, the Superintendent, Board of Managers and/or its agent reserves the right to request and review documentation to verify proper installation in accordance with this paragraph.

No whirlpool tubs or motorized jets/devices of any kind may be installed or used in any tub in any unit.

No sweepings, rubbish, rags, paper, or other foreign articles shall be put into these appliances and any damage, including flooding and damage to other units, resulting from any misuse of these water facilities, shall be repaired and paid for by the offending unit owner or tenant. The cost of repairing damage to other units or common areas of the Building resulting from such misuse shall also be charged to the offending unit owner or tenant.

## **29. WINDOW GUARDS OR WINDOW DECORATIONS**

No window guards shall be used in or about any unit except those approved in advance and in writing by the Board of Managers. Such approval shall not be unreasonable withheld or delayed especially if it relates to reasons of health or safety or is required by law. The design and appearance of such window guards is subject to approval by the Board of Managers. Responsibility for installation and maintenance of the window guards are that of the unit owner.

No window decorations shall be displayed in such a manner as to detract from the overall appearance and dignity of the Building.

All unit owners and tenants must have appropriate window dressing which includes, but is not limited to, blinds, shades, drapes and curtains. Makeshift coverings such as sheets, newspapers, and the like are not permitted under any circumstances.

### **30. NO SMOKING IN COMMON AREAS OF BUILDING**

Not only for health reasons but also for fire safety and insurance reasons, there is "no smoking" in any common area of the building at any time.

### **31. SYSTEM OF FINES FOR VIOLATIONS OF HOUSE RULES**

Section 1. Introduction: The Board of Managers of The Brentwood Condominium does hereby enact and establish a system of fines for the enforcement of the House Rules. The enforcement of the House Rules will be accomplished by a written warning to the offending unit owner, the opportunity to respond in writing, a determination by the Board of Managers and, if the Board shall find a subsequent violation of the House Rules did occur, the imposition of a fine against the offending unit owner. All fines shall be deemed to be additional common charges assessed against the fined unit owner; and if unpaid for more than thirty (30) days, the Board of Managers may proceed to collect the unpaid fine in the same manner that the Board of Managers may utilize for the collection of unpaid common charges or assessments.

Section 2. The Warning Notice: If any unit owner shall violate or breach any of the House Rules (except House Rule #'s 14, 20, 21, or 32, which provide for their own fine and penalty provision), the unit owner shall receive a written notice advising the unit owner of the violation and the date and approximate time of the violation. The warning notice shall also state that in accordance with this House Rule, any repetition of the conduct involved or any subsequent violation of the same House Rule, shall subject the unit owner to the possible imposition of fines. The warning notice may be sent by the Board itself or, at the direction of the Board, by the Condominium's managing agent or by the Condominium's attorney. The warning notice shall be sent by both first class mail and certified mail, return receipt requested. The failure or refusal of the unit owner to accept or receive the certified mailing shall not invalidate the effectiveness of the warning notice. Violation of House Rule #'s 14, 20 or 21 shall result in an immediate fine and the violation of House Rule #'s 14 or 20 shall result in per diem charges of \$25.00 per day until said violation shall be cured. The penalty provision for violation of House Rules #'s 14, 20 or 21 is set forth in more detail in said respective House Rule. A violation or breach of House Rule #32 (Alterations, Additions or Improvements to Unit) shall make said unit owner subject to a fine and liable for professional fees as set forth in House Rule #32 below.

Section 3. Subsequent Violations: If any unit owner shall violate or breach a House Rule after having been served a warning notice for a previous violation or breach of such House Rule, then the unit owner shall receive a written complaint advising the unit owner of the unit owner's subsequent violation. The written complaint shall set forth in ordinary and concise language the conduct constituting the violation, the date and approximate time of the violation, the particular House Rule being violated and the fine for the violation of said House Rule. The written complaint shall also attach thereto a copy of the warning notice previously served upon the unit

owner. The written complaint may be sent by the Board itself, the Condominium's managing agent or at the direction of the Board, by the Condominium's attorney. The written complaint shall be sent by both first class mail and certified mail return receipt requested. The failure or refusal of the unit owner to accept or receive the certified mailing shall not invalidate the effectiveness of the written complaint. The written complaint shall advise the unit owner that the unit owner may respond to the complaint in writing. The unit owner's written response may set forth any defense to the written complaint or explanation of mitigating circumstances, if any. The unit owner's written response must be mailed to the Condominium's managing agent within ten (10) days of the date of the written complaint.

**Section 4. Board's Decision:** The Board's decision shall be final. The Board in its discretion, and for good cause shown in mitigation by the unit owner, may reduce the fine to be imposed; however, the prior warning shall continue to serve as a predicate for any subsequent written complaint. If the Board shall sustain the charge, then the Board shall impose a fine against the unit owner. The fine shall be \$50.00 if the charge shall be the first sustained charge against the unit owner. A second violation or any subsequent violations for the same conduct involved resulting in a fine assessed against a unit owner or a violation of the same House Rule shall subject to the unit owner a fine of \$100.00 for such second or subsequent violation. A violation or breach of House Rule #'s 14, 20, 21 or 32 shall provide a separate fine and penalty as set forth in said respective House Rule.

The minutes of the meeting of the Board shall contain a brief statement of the results of the notice and fine, if any, imposed on the unit owner. The minutes need not set forth the particular arguments advanced by any party.

**Section 5. Non-Waiver:** The failure by the Board to enforce any House Rule shall not constitute a waiver of the right to enforce such rule at any time thereafter. The remedies set forth above, and the right to impose fines, shall be considered cumulative of any other remedies available to the Board and to the Condominium Association pursuant to the By-laws, and none of such remedies shall be considered as exclusive, and the Board may pursue all or any of the alternative remedies available to it.

**Section 6. Sponsor Owned Units:** For any Sponsor owned units in which the tenant's leases are controlled by Emergency Tenant Protection Act ("ETPA") or are Rent Controlled units, or units rented prior to January 2005, the Sponsor agrees to make its best efforts to collect said fines from said tenants and to enforce the Rules and Regulations of the Condominium.

## **32. ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO UNIT**

If a Unit Owner desires to make an alteration, addition or improvement to their unit, the Unit Owner must provide in writing to the Board of Managers in care of the managing agent, a description of the work to be performed in the unit at which time the managing agent will provide the requirements of the Board to perform this work.

Any addition, alteration or improvement to the unit which would in any way impair the structural soundness of the building, or effects the Common Elements which shall include General Common Elements and Limited Common Elements shall require the submission and completion of the Condominium's Capital Improvement Application and the prior written approval of the Board of Managers. Failure to comply with the Capital Improvement Application and obtaining the written consent of the Board of Managers shall result in the Board assessing a fine of \$2,500.00 plus any additional fees incurred by the Condominium including legal fees or other professional fees (i.e., architect, engineer, contractor) required in the sole judgment of the Board of Managers to ensure the health and safety of the Unit Owners and the structural integrity of the building and its Common Elements.

### 33. FINE SCHEDULE

#### **VIOLATION OF HOUSE RULE NUMBER**

#### **FINE IMPOSED**

House Rules #2; 4; 5; 9; 10;  
12; 24; 26; 29; 30

\$50.00 1<sup>st</sup> occurrence  
\$75.00 2<sup>nd</sup> occurrence  
\$100.00 each occurrence thereafter

House Rule #7

\$100.00 each occurrence

House Rule #15

\$250.00 per occurrence (per day)

House Rules #13; 16

after 48 hour written notice \$50.00 per day  
until cured

House Rule #14

after 15 day written notice to cure; \$50.00  
per day until cured

House Rule #17

After 7 day written notice to inspect; \$50.00  
per day until cured except in the case of an  
emergency as provided for

House Rules #19; 21

\$250.00 each occurrence

House Rule #23

\$25.00 per day until cured

House Rule #32

Carries a separate fine - see Details of Rule

#### **Specific Violations**

Housing a Dog

\$50.00 a day until cured

Installation of a Washing Machine

\$50.00 a day until cured (includes inspection  
by managing agent)

Motorized Tub

\$50.00 a day until cured (includes inspection  
by managing agent)

Effective immediately, there will be no move in or move outs on a Sunday, per the Board. Move in or move outs should be scheduled Monday thru Saturdays.