

Rules and Regulations
Restricting the Use Of The
Brookridge Homeowners Association Units

In order to provide for congenial and safe occupancy of the Property and for the protection of the values of the Units and the Property, the use of each Unit and the Property shall be restricted to and shall be in accordance with the following provisions:

- (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 or building regulations and provided further that the prior written consent of the Board of Directors to such professional use is obtained. No industry, business, trade or occupation 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.
- (2) No nuisances shall be allowed on the Property or within any Unit nor shall any use or practice be allowed which unreasonably interferes with the peaceful possession or proper use of the Property or any Unit by its residents.
- (3) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, jurisdiction thereof, relating to any portion of the Property, shall be complied with by and at the sole expense of the Unit owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.
- (4) No exterior of any Unit or garage shall be decorated or furnished by any Unit owner in any manner except as permitted by the Board of Directors. Notwithstanding the foregoing, religious and other holiday decorations shall be permitted provided that such decorations (a) are not placed on Common Areas, (b) do not damage exterior walls, roofs, railings or other surfaces, and (c) are not placed more than thirty (30) days prior to such holiday nor remain for more than thirty (30) days after such holiday.
- (5) Each Unit owner shall keep his or her Unit in good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, or windows thereof, any dirt or other substance. No Unit owner shall be permitted to store anything on or under Unit decks or porches in an untidy, unsightly, or dangerous manner. In addition, Unit owners shall not be permitted to store firewood on front decks or porches.
- (6) No exterior awning, radio, television or electronic antenna, aerial or satellite dish shall be erected, maintained or operated upon any of the Units, unless approved by the Board of Directors in writing.
- (7) No signs of any nature whatsoever shall be erected or displayed upon any of the Units or upon the Common Areas, unless express prior written approval of the size, shape, content, and location thereof, has been obtained from the Board of Directors and, if required, by the Village of Rye Brook.

- (8) No air conditioning units shall be placed in windows nor through the structure in which the Unit owner resides. All installations of air conditioners shall be made only upon written approval of the Board of Directors.
- (9) All radio, television, satellite dish 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 thereof, and the Unit owner also shall be liable for any damage or injury by any radio, television, satellite dish or other electrical equipment in such Unit owner's areas.
- (10) No baby carriages, bicycles, scooters, or similar vehicles, or toys shall be allowed to stand in public Common Areas overnight or shall be allowed to stand in public areas at any time so as to block, restrict, hinder, impede or prevent motor vehicles, especially fire and emergency vehicles, from freely traveling upon any of the roadways or court areas of the Property.
- (11) Due to fire and emergency restrictions imposed by the Village of Rye Brook, no vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from any Unit by another vehicle. Tandem parking in a Unit driveway shall only be permitted so long as such parking does not in any way block, restrict, hinder, impede, or prevent other vehicle, especially fire and emergency vehicles, from freely traveling upon any of the roadways or court areas of the Property. All parking shall be restricted to authorized areas only.
- (12) No laundry or clotheslines or poles shall be permitted anywhere on the Property and no clothes or other articles shall be dried or aired anywhere on the Property or on the roof, porch, deck, or from windows or rails of any Unit or on or from any patio.
- (13) No animals, livestock or poultry of any kind shall be raised, bred or kept within any Unit except that one domestic animal (dog or cat) of gentle disposition per Unit, or other common household pets, if approved by the Board of Directors, may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Without the written consent of the Board of Directors, there shall be no more than one (1) common household pet in any dwelling unit. Each Unit owner who owns a household pet agrees to remove and clean up any bodily waste or excrement produced by his pets, from the Common Areas or the property of other Unit owners. In addition, all Unit owners owning a dog shall maintain such dog on a leash at all times when outside of the owner's dwelling Unit and the weight of such dog shall not exceed thirty-five (35) pounds. The right to harbor any pet may be rescinded by the Board of Directors if such pet is deemed to be a nuisance to the Association or to its members.
- (14) The parking and storage of automobiles and motorcycles, except upon paved areas, is prohibited. The overnight parking or storage of trucks, commercial vehicles and vans, camping vehicles, boats and trailers of any kind on outside unenclosed spaces is prohibited, except as permitted by the Board of Directors and then only if permitted by the Zoning Ordinances of the Village of Rye Brook. This paragraph will not prohibit the parking of trucks or vans in the enclosed garages, unless prohibited by the Village of Rye Brook Zoning Ordinance. All vehicles must be registered with the appropriate Motor Vehicle Department, and with the Board of Directors, who may from time to time

promulgate additional rules and regulations regarding the registration of vehicles with the Board of Directors. No unregistered vehicles may be stored on outside unenclosed spaces without the consent of the Board of Directors. Unit owners shall be responsible for vehicles illegally parked or stored by their tenants, guests, visitors, employees and/or other invitees or licensees.

- (15) No structure of a temporary character, trailer, basement, tent, shack or garage, barn or other outbuilding shall be erected or used anywhere on the Common Area at any time either temporarily or permanently. However, a Unit owner may install a tent or canopy for a party provided that such Unit owner first obtains the prior written consent of the Board of Directors, which consent shall contain requirements and restrictions as to use, location, indemnity, insurance and removal of such tent as well as such other requirements and restrictions as the Board shall determine.
- (16) No Common Area or Limited Common Element or Area shall be used or maintained as a dumping ground for rubbish. Unit owners shall be responsible for prompt removal of delivered newspapers periodicals or other throw away advertising circulars or bulletins from around or in front of their Unit or in their driveway. Trash, garbage or other waste shall not be kept except in sanitary containers which shall be covered and kept within each Unit owner's Unit and shall only be placed out for collection in a neat, clean, safe and orderly fashion after sunset the evening prior to such collection. As soon as possible after collection, the containers shall be removed and restored within the owner's Unit. When placed out for collection, trash containers and other trash shall be left on paved areas only and shall not be placed in such a way as to block, restrict, hinder, impede or prevent vehicles, especially fire and emergency vehicles, from freely traveling upon any of the roadways or court areas of the Property. The keeping or storage of leaking, explosive, flammable, or hazardous materials are prohibited. Non regular bulk disposal of trash shall be permitted provided that (a) the Unit owner makes arrangements and pays for pick up of such trash with the carting contractor servicing the Development, (b) such Unit owner notifies the Managing Agent in advance, and (c) such trash is placed out for pick up in accordance with the regulations set form herein.
- (17) No Unit owner, member, guest, lessee, resident, occupant, invitee, etc., shall commence any digging or earth moving or re-grading operations of any nature whatsoever without first obtaining written permission of the Board of Directors. Notwithstanding the foregoing, annuals may be planted by Unit owners in existing flower beds adjacent to or in front of such owners Unit. Any other landscaping or planting shall require the Board's prior written permission. The cutting, removal, or uprooting of all or a portion of any flower, branch, bush, tree, grass or other planting anywhere on the Common Area is strictly prohibited.
- (18) **Unit Owners are required to deposit \$500.00 with Managing Agent as security to be used in connection with property damage caused during move-out process. The deposit will be refunded after move-out, if no damage is caused.**
- (19) The waiver by the Board of Directors of the Homeowner's Association of any condition, rule, regulation, requirement, or provision contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any condition, rule, regulation, requirement, or provision herein contained, nor shall custom or practice which may grow

in the administration of the rules and regulations hereof be construed to waive or to lessen the right of the Board to insist upon the performance by any Unit owner in strict accordance with said rules and regulations.

(20) Any violation of the rules and regulations contained herein may, at the discretion of the Board of Directors, subject a Unit owner to notice of violation, fine, and/or any other right and/or remedy afforded the Homeowner's Association at law or in equity by any court of competent jurisdiction. Fines shall be :

- a. Parking violation- \$25 1st occurrence an additional \$25 thereafter
- b. Speeding- \$25 1st occurrence an additional \$25 thereafter
- c. Not picking up after Pet(s)- \$100 1st occurrence an additional \$50 thereafter
- d. Common ground violations- \$250 1st occurrence an additional \$250 thereafter
 - Unauthorized planting, removal of plants and bushes
 - Destruction of the common area
 - Violation of the Village Zoning Ordinance
 - a. Chapter 174. Peddlers or solicitors entering upon private or public property for the purpose of soliciting or peddling for a commercial enterprise before the hour of 9:00 am or after the hour of 7:00 pm.

Unpaid violations shall become liens upon a Unit.

(21) **When the Unit Owner is interested or in the process of selling your Unit there needs to be a management application submitted in order for you to be able to close on your sale. The application can be found in the Stillman Management website at www.stillmanmanagement.com which outlines all of the fees and procedures required. If you have any questions regarding the procedure to be followed for selling your unit you can contact Rita Pita in the Sales and Leasing department at Stillman Management 914-813-1962.** Each time a Tenant (hereinafter defined) moves into a Unit, the Unit Owner/Landlord shall be charged a general move-in fee in the amount of \$250.00. Each time a Tenant moves out of a Unit, the Unit Owner/Landlord shall be charged a move-out fee in the amount of \$250.00. The foregoing move-in and move-out fees shall be in addition to, and not in lieu of, reimbursement for any direct costs, expenses and charges incurred by the Homeowner's Association caused or attributable to a specific Tenant move-in or move-out, or any other fines that may be imposed by the Board as set forth and provided for in the Rules and Regulations. Unit Owners/Landlords shall notify the Managing Agent within forty-eight (48) hours of a Tenant move-in or move-out. That failure to do so shall be cause for a fine in the amount of \$100.00. Unit Owners/Landlords shall be responsible for communicating and distributing to any new Tenant a copy of the current Rules and Regulations of the Association. For purposes herein "Tenant" shall mean any lessee, leaseholder, renter, roomer or lodger of a Unit other than a Unit Owner and their immediate family members, whether or not such Tenant pays rent or offers other consideration for occupancy of a Unit.

- (22) No Homeowner or other resident shall in any way, even by temporary means, deface any common property, including streets, driveways, parking areas, buildings, lawn or landscaped areas.
- (23) Open Fires—In order to reduce the risk of fire, gas and charcoal grills or similar devices used for cooking, heating or any other purpose should not be used on any balcony, under any overhanging portion, or within 10 feet of any structure.

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