

The Classic Condominium



Rules & Regulations

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PURPOSE & SCOPE

The following rules and regulations were adopted by your Board of Managers. The site Manager has been instructed by the Board of Managers to enforce these rules and regulations. Please advise your guests of these rules in order to avoid possible embarrassment.

The facilities of the Classic Condominium are for the use and enjoyment of residents and their resident families, houseguests, and visitors.

These regulations have been established and adopted to maintain high standards, pleasant living conditions and for the common welfare and best interests of all owners and guests.

The Classic Condominium rules and regulations, however, are only effective if residents observe them. The Board urges all owners to read them and cooperate, as compliance is required for the successful operation of the Classic Condominium.

DEFINITION OF TERMS

- (A) Condominium/Classic – The Classic Condominium
- (B) Owner – Any one or more persons or entities who individually or collectively hold legal title to a private dwelling unit (i.e. apartment) in the Classic Condominium structure.
- (C) Occupant – Any person occupying a unit for a period not less than one overnight, such as an owner, a tenant, or a guest in residence; in any event, not in violation of these rules and regulations.
- (D) Board – The Board of Managers also known as the Board of the Classic Condominium.
- (E) Site Manager – That individual so designated by the Board to act as the paid Manager of the Condominium.
- (F) Immediate Family – Those persons related to owners limited to parents, grandparents, children, grandchildren, and parents-in-law, brothers, sisters and in each case, the spouse of each such relative.
- (G) The masculine herein includes the feminine. The singular includes the plural.

ADMITTANCE TO APARTMENTS

- (A) No one shall be entitled to gain admittance to any unit during the absence of its occupant unless such admittance has been authorized in writing by the occupant. However, in an emergency, a telephone call to the manager from the unit owner will be honored. Written authorization must follow immediately.
- (B) Even though the relative may possess a key, the office must have advance notice as to the relationship of the occupants and the approximate dates of arrival and departure. The doorman reserves the right to admit no one without prior notification.
- (C) Under no circumstances will Management give out a key to an owner's apartment without written notice.
- (D) The unit owner must give the office the names of his maintenance company, maids and any other persons who may be admitted into his apartment during his absence.
- (E) All persons other than occupants must ask to be announced by the doorman, unless he is not on duty. If the unit is not then occupied, such persons may be admitted only by written authorization of the occupant.
- (F) No door-to-door solicitation whatsoever shall be permitted, whether such solicitation is for the benefit of a non-profit organization, whether in person or by hand delivery of letters, without permission of the Manager.

ASSESSMENTS

- (A) Assessments shall be payable at times and in such a manner as may be fixed by the Board of Managers.
- (B) All notices of assessments from the Classic to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due within seven (7) days of the due date shall be subject to a late charge to be determined by the Board.
- (C) Common charges are due monthly, payable in advance. The charge added to any payment not made within seven (7) days after the due date will incur a late charge of \$175.00 incurred.
- (D) Not included in maintenance charges are insurance on personal belongings (contents) or personal liability insurance within the unit. Ad Valorem real estate taxes on unit, electric and telephone charges on apartment units are billed to the owner directly by the charging agency.

BUILDING LINK

The Classic Condominium instituted BuildingLink® effective January 2016. This online app allows residents to make Repair Requests, Front Desk Instructions, track Deliveries, post items for sale, apartments for rent on its Bulletin Board, make Amenity Reservations, etc.

- (A) To obtain access to BuildingLink®, please contact the Classic office and you will be provided login information.
- (B) Any posts will be approved by the Classic office once you have submitted your request or listing.
- (C) This platform is NOT to be used for political opinion, campaigning or lobbying. Discrimination based on race, creed, color, national origin, age, physical or mental disability, religious beliefs, sexual orientation WILL NOT be tolerated.

BUILDING STRUCTURE AND MAINTENANCE

- (A) No structural changes and/or any alterations whatsoever within the condominium unit or any part of the building shall be permitted without prior approval of the Board of Managers
- (B) The maintenance and repair of all structural parts and of all facilities, equipment, and appliances within each condominium unit, including doors, windows, walls, HVAC units, drains, plumbing, fixtures, etc., are the responsibility of the owners and at the owner's expense except as adopted by the Board.
- (C) The HVAC units are the responsibility of unit owners. Unit owners are required to maintain the HVAC system serving his unit. Resident unit owners and/or tenants are required to maintain a temperature of not less than 55 degrees Fahrenheit in his unit.
- (D) The Classic is wired for both Optimum/Cablevision and Verizon/Fios. Selection of such services is the Resident's choice/preference. No condominium owner or tenant shall install, or permit to be installed, any antenna system outside of his unit.
- (E) No employee of the Classic is permitted to make repairs within any condominium unit during normal working hours, except in an emergency or with the express prior consent of the Site Manager or Superintendent.
- (F) Employment of building staff after their working hours may be made through the office or directly with the employee. Payment must be made directly to the employee. During such employment, the employee shall not be considered to be working in the employ of the Classic Condominium.
- (G) Owners, lessees, or guests shall not be permitted to directly give orders to any maintenance staff member. The Site Manager should receive all requests.

- (H) Every condominium owner shall provide the Superintendent with a key to his unit for emergency use.
- (I) If it shall be necessary to cause repairs to be made to any apartment unit because of the failure of the owner to make such repair on a timely basis, the cost of such repair shall be promptly reimbursed and collectible in the same manner as an assessment.
- (J) The Site Manager will at all times cooperate to provide owners with a list of licensed trades, but in no event, shall the Condominium or the Management be responsible for the misfeasance, malfeasance, or non-feasance or such working men or their employees.

CLUB ROOM & CLUB ROOM TELEVISION

The clubroom is to be used primarily for Condominium sponsored social functions and activities. However, it may also be used for individual resident's private parties in accordance with the following rules:

- (A) Permission for such use must be arranged through the Site Manager's office. A deposit of \$500.00 is required at the time of reservation. The Management Company will refund this deposit minus any damages or cleaning fees after inspecting the premises at the conclusion of the activity.
- (B) Residents are responsible for cleaning the clubroom after its use. There will be a "usage" charge of \$50.00 for extra maintenance (such as additional clean up, floor waxing, etc.). The resident engaging in the clubroom will be responsible for damages.
- (C) The Site Manager must be furnished complete information about the party (type of party, number guests, caterer, etc.).
- (D) No more than 40 people are permitted.
- (E) Business/office parties, parties for outside organizations or for sponsoring charities are not permitted.
- (F) Only residents may engage the clubroom for a private party.
- (G) Card Players: When leaving the clubroom, return the tables and chairs to their original positions and remove all debris.
- (H) Any evening affairs must end by 1:00 a.m.
- (I) In order for a resident to use the television you will need to sign out the remote control and provide your driver's license or passport which will be held until return of the remote control. Under no circumstances will the remote control be released unless identification is provided. If you wish to utilize the DVD player which is located in the kitchen cabinet in the clubroom,

you will be provided a key to access such cabinet. All equipment should be turned off when leaving the clubroom and remote control/key shall be promptly returned. **[Implemented 12/22/2008]**

CONTRACTORS & RENOVATIONS

- (A) Contractors are permitted to work within apartments Mondays through Fridays- 8:00am to 4:00pm. **[Implemented-11/5/2013]**
- (B) All Contractors hired to work in a unit must provide their Westchester License, Certificate of Insurance, and Worker's Compensation Form.
- (C) Contractors are to email The Classic office a copy of the scope of work with the dates they will be working in the unit for approval before they can begin working. All requested paperwork must be emailed to the Beatrice@garthchesterrealty.com, 5 business days before the scope of work is scheduled to begin.
- (D) Unit owners are to provide a refundable \$500.00 check written to the Classic Condominium. Once the agent confirms contractors did not cause any damages to the building, the agent will return the check to the unit owner.
- (E) Contractors are to sign in at the front desk each day before they can work in the building. The front desk personnel will inform the contractor where they can park and the entrance they can use to enter the building.
- (F) Sprinkler relocations or extensions are not permitted.
- (G) If you are doing a complete renovation of your kitchen or bathroom that includes replacement of plumbing fixtures, you are now required to install shut-off valves with a panel to access these valves in the future.**[Implemented-11/26/2014]**
- (H) Only floating floors can be installed. We do not allow glue down floors or nail down floors. Concrete floor slabs, concrete ceiling slabs, and concrete columns cannot be drilled into, cut into without building engineers approval at unit owner's expense. All contractors must meet with the superintendent before any work begins.
- (I) Owners and Contractors are required to supply necessary permits.
- (J) It is the responsibility of the resident and/or homeowner to have their contractors abide by the rules and regulations of the building and to ensure that the necessary documentation is submitted to the office prior to the commencement of work.
- (K) Should any contractor continue working in the building past the permitted hours, the owner of such unit will be fined \$150.00 per infraction and will be charged back for any overtime incurred to oversee the contractor leaving the property.
- (L) **PLEASE OBTAIN A FULL CONTRACTOR PACKAGE FROM THE CLASSIC OFFICE.**

DOGS AND OTHER PETS

- (A) All pets shall be on a leash at all times while in the public areas, in the shrubbery, driveways, or other public areas of the Classic. Should any accidents occur, owners are responsible to clean up after their pets. All pets shall be on a leash no more than 6 feet at all times while in the public areas, in the shrubbery, driveways, or other public areas of the Classic.
- (B) No pet shall be curbed on walkways, driveways, parking areas, close buildings, or other public areas of the Classic.
- (C) Owners bringing in pets shall assume full responsibility for any damages by pets to personal property and common elements of the Classic.
- (D) Guests and visitors of apartment occupants shall be permitted to bring any pet on the premises of the Classic as long as they abide by the Classic pet rules stated herewith.
- (E) Animals may not be kept on the Property other than dogs, cats, and other typical household pets not exceeding two (2) per Residential unit. Said pets may not be kept for any commercial purpose.
- (F) No pet shall be allowed to create or cause any disturbance or nuisance of any kind. The pet owner may be required to permanently remove the pet from the condominium property if the disturbance or nuisance is not corrected.
- (G) Types of Dogs that are prohibited at the Classic are as follows:
 - Pit bull types
 - Rottweiler
 - Dobermans
 - German Shepherds
 - Husky types
 - Chow Chows
- (H) Residents with pets already living at the building that may be aggressive towards people or other pets must take the following precautions:
 - The dog must be kept on a leash no longer than 4 feet
 - The dog must be muzzled when in common areas of the building
 - The garages must be used to enter or exit the building with the dog
 - Carry liability insurance in the minimum of \$50,000.00
- (I) New pets being brought to the building must be described in an application completed by their owner which includes questions concerning the pet's behavior. Pets with known aggressive or otherwise undesirable behaviors may be excluded from residing at the Classic. All pets over 50 lbs will be denied permission to reside at the Classic unless approved by the Board of Managers on an exception basis. This also applies to puppies of breeds and/or mixed breeds in which the dog will grow and weigh over the permitted weight.

- (J) Residents when walking their dogs, must only exit through the garages. Please do not leave open any doors when you exit from the garages. Residents may re-enter the building using the front entrance after their dog has been walked. Dog waste must only be deposited in the waste station that has been provided by the building, which is located between the LL and LP garages and not in the front entrance garbage receptacle or garbage chutes. **[Implemented 5/30/2012]**

EXTERMINATOR SERVICE

Periodic pest control service provided by the Condominium is mandatory for all units, as well as common areas. Exterminating personnel must have access to units, but such personnel shall not be permitted in any unit except in the presence of the Manager or a suitable person designated by the Manager. No exterminating personnel shall be given temporary use of keys to any apartment.

ELEVATORS

- (A) Smoking is not permitted in the elevators.
- (B) No one is to use an elevator except for an immediate and direct ride to the floor of destination.
- (C) If at any time the elevator is not working and the alarm bell is ringing, notify the nearest building employee.
- (D) Unit owners are liable for any damage caused by them, their occupants or their workmen.
- (E) Use of elevators for moving furniture, furnishing and equipment:
1. The Site Manager shall assign the elevator for such use. Reservations will be honored on a first-come first-served basis.
 2. Hours of use are only between 8:00 a.m. to 5:00 p.m., Monday through Friday.
[Implemented 11/5/2013]
 3. Elevator must be padded before furniture may be moved. The Classic employees will install the pads after reasonable notice. The pads shall be carefully used to protect the elevators.
 4. A deposit fee for damages incurred during a move in/out of the Classic will be given to the Site Manager in the amount of \$500.00. The moving company must provide Evidence of Insurance naming the Classic Condominium and its Managing Agent as additional insured. Classic employees will perform an inspection of the premises before and after any moves or deliveries. The damage deposit will be used accordingly, i.e. return of the deposit to the resident or processing of the deposit due to damage to the premises.

- (F) Each unit owner shall be held fully accountable for persons using the elevator to serve or reach that owner's apartment. The Board will not be required to search out and seek redress from the party causing the damage.
- (G) The telephone in the elevator is reserved for emergency use only. When picked up, this phone will ring at the Doormen's station.
- (H) Elevator service shall not be delayed for the sake of conversation by using the hold button or by the STOP switch.
- (I) No notices or signs may be posted in elevators except by the Site Manager for official business.
- (J) Frivolous or capricious use of the elevators is prohibited.

FIRE OR SMOKE EMERGENCY

1. Immediately call the Fire Department, 911 and notify the Doorman.
2. Before trying to leave your apartment, place your hand on the door, palm down. If the door feels warm to the touch within five seconds, do not attempt to open it as this indicates the presence of a dangerous fire condition in the corridor.
3. If the door is not warm to the touch, carefully open it a small amount so as to check the possible presence of smoke in the corridor.
4. If you think the corridor can be used, alert all tenants of the other apartments on your floor.
5. Carry a wet cloth to be used to cover your face in case of an encounter with smoke filled areas. **[Implemented on 10/28/2003]**
6. Proceed to the closest exit stairway. There are two fire exit stairs on every floor. Be sure to close your door and the stairway door behind you.
7. **DO NOT USE THE ELEVATORS.**
8. If your apartment door is warm to the touch or if there is heavy smoke in the corridor, keep the door **CLOSED**. Seal cracks around the door and any other areas where smoke appears to be entering with wet towels.
9. If smoke enters your apartment, open one window slightly. Stay close to the floor or go out on your terrace. Close door after exiting.
10. **DO NOT PANIC.**

GARBAGE AND TRASH DISPOSAL

- (A) The trash chute is to be used for food waste plus all rubbish (excluding magazines and newspapers). All garbage and rubbish (**excluding** glass bottles and magazines/newspapers) must be securely tied in plastic bags before placing down the chute.
- (B) Bulk trash:
1. Unit owners/occupants must instruct movers or delivery people to take all empty boxes and packing materials with them when they leave. These boxes are not to be placed in the trash rooms or halls. Otherwise, there will be a charge for removal of these debris.
 2. All excess materials and debris after alteration or improvement of an apartment must be removed from the premises without leaving damage to the property or cleaning problems for the maintenance crew. Owners are liable to repair damage, extra cleaning expense and/or removal of materials and debris.
- (C) If you wish to dispose of furniture, please contact the Classic office for instructions. Do not leave old furniture near garage compactor rooms or dumpster area. You will incur a fine of \$250.00.

GAS STOVE REPLACEMENTS

Classic owners considering the replacement of their kitchen stoves: **[Implemented-2/17/2005]**

1. Inform the The Classic Office that a stove replacement is being planned.
2. Only a licensed and insured appliance contractor or plumber will be allowed to remove the old stove and to install the new one.
3. The name of the contractor and its insurance company must be supplied to The Classic Office before arrangements for delivery, as per Delivery Rules.
4. On the day of the removal and installation, the contractor must register with the Doorman and The Classic Office to be notified they will be disconnecting and installing a new one.
5. The owner is responsible for arranging disposal of the old stove.

INSURANCE

All unit owners should carry Condominium Homeowner's insurance, if they choose to do so, covering their furnishing, walls and personal belongings against fire, windstorm, theft and breakage within the individual condominium units, automobiles, storage lockers. In addition, it is suggested that owners carry comprehensive liability insurance to protect against personal injury occurring within apartments preferably with the same carrier that insures the property of the Condominium.

LEASE/RENTALS

A unit owner is allowed one rental every year. No unit owner shall lease a unit for a period of less than One (1) year. **[Implemented-2/17/2015]**

- (A) No condominium unit or part thereof shall be permitted by the owner or his lessee to be used as hotel, transient apartment, or motel with or without consideration thereof. The condominium unit shall be used as the personal residence of the owner and his/her immediate family, or his/her tenant's immediate family, and for no other purpose whatsoever. "Transient" shall mean individual, corporation or association who occupies a unit, or who intends to occupy a unit, for a period of six (6) months or less.
- (B) A unit owner processing a request for approval to lease shall certify that the lessee has read the same and agreed to comply.
- (C) Unit owner shall be responsible for all damages to the Classic building, the apartment, the Classic's equipment, and the Classic apartment furnishing caused by his tenant.
- (D) Unit owners and Brokers are to present a copy of the signed lease and rental package for approval at least five (5) days before the lease begins. **The RENTAL PACKAGE can be obtained from The Classic Office.**
- (E) The Rental Package should include a check or money order for \$500.00 annual fee from the Unit Owner, a \$500.00 Move-In fee and a \$500.00 refundable fee to reserve the elevator from the Renter. All checks are to be made payable to The Classic Condominium. The \$500.00 refundable fee shall be returned upon inspection that no damage occurred during the Move-In. **[Implemented-2/17/2015]**

LOCKS/ LOCKOUTS/KEYS

- (A) Changes of locks may not be made without first notifying the Site Manager. The State Law requires that the Superintendent must have access to all apartments at all times in the case of emergency. It must be remembered that an emergency occurring in an individual's apartment could endanger the entire building.
- (B) Residents will be assessed a fee of \$100.00 that locks themselves out of their apartment and requires assistance from any employee anytime of the day or evening. Each unit owner or resident will be granted **one (1) free** lockout assistance and will be assessed a fee for each following lockout. **[Implemented-2/24/2014]**

LOCKERS

- (A) The keys for the lockers will be kept with the Doorman. Keys must be returned to the Doorman when leaving the pool and/or health club.

- (B) Lockers will be used on a first-come first-serve basis and are only to be used while utilizing the pool and/or health club.
- (C) Guest must share a locker with the owners.
- (D) The Classic will not be responsible for items left in the lockers.

MOVE IN/OUTS & DELIVERIES

- (A) Can only take place Mondays through Fridays 8:00am to 5:00pm. All Moves and/or Deliveries must be scheduled with The Classic Office. Any Moves or Deliveries that extends beyond the permitted time will result in the forfeit of Unit Owner's deposit.
- (B) There is a \$500.00 security deposit required for security against possible damages. The refundable deposit should be made payable to The Classic Condominium. The Class will not be held responsible for unforeseen delays or circumstances beyond the building's control, such as, elevator out of service, weather related delays, etc. Any Move or Deliveries that extend beyond the permitted time will result in a forfeit of Unit Owner's security deposit.
- (C) All moving and/or delivery companies must provide a Certificate of Insurance. It must include evidence of Insurance to include worker's compensation naming The Classic Condominium and its managing agent as additional insured. Certificate of Insurance should be emailed to Beatrice@garthchesterrealty.com prior to the Move or Delivery date or such event will be delayed.
- (D) Residents are not to provide their movers with a garage door opener in order to gain access to moving. All moving and delivery companies must check in with the doorman prior to the move or delivery taking place. They will then be instructed which garage they are to use and staff will install the necessary protection on the designated elevator.**[Implemented-2/5/2014]**
- (E) All carpeting must be protected by Masonite Board prior to any Moves or Deliveries.
- (F) **PLEASE OBTAIN A FULL MOVE OR DELIVERY PACKAGE FROM THE CLASSIC OFFICE.**

NOISE

- (A) Unit occupants shall not cause or permit any noise that may disturb or annoy the occupants of any units, nor shall occupants do anything that will interfere with the rights, comfort or convenience of other unit occupants.
- (B) Noisy construction and repair work (requiring the use of tools such as drills, hammers, cleaning or buffing equipment, etc.) in apartments is not permitted before 8:00 a.m. or after 4:00 p.m., Monday through Friday. No work is permitted on Saturday or Sunday.
[Implemented-11/5/2013]
- (C) Household mechanical equipment (such as laundry appliances, dishwashers, vacuums, etc.) must not be used before 8:00 a.m. or after 9:00 p.m

- (D) Radios, TV's, stereos, pianos or other musical instruments must be kept at a minimum volume.
- (E) No shouting from unit terraces.
- (F) Bear in mind that the following noises can be most disturbing to your neighbors:
 - 1. Scraping furniture across tile floors.
 - 2. Rolling outside doors.
 - 3. Slamming doors and drawers.
 - 4. Loud music.
 - 5. Loud talking in halls.

OWNER'S RESPONSIBILITIES

- (A) Unit owners are responsible for the full compliance with these rules and regulations by all occupants of the owner's unit. Unit owners are also responsible for such full compliance with these rules by employees of the owners, while so employed. It is the responsibility and duty of the unit owners to inform and acquaint any and all of the above persons with said rules and regulations.
- (B) Owners are requested to report apparent rule violations. Reports must be made to the Site Manager or to a member of the Board, if the Manager is not available.
- (C) Unit owners shall be held responsible for the actions of their guest, visitors and tenants. Owners should inform guests of all rules and regulations.
- (D) Owners/Lessees, or member of their immediate family who occupy a residential unit must be in residence at the Classic when their guests occupy or use their unit and/or the Condominium's facilities.

PARKING- GARAGES & COURTYARD

- (A) One hundred sixty-seven (167) spaces are reserved. Twelve (12) spaces on Floors LP or LL and twelve (12) unsheltered parking spaces on the outdoor plaza of the property will be available for the parking of passenger vehicles of unit owners' guests on an unreserved basis; two (2) of the unsheltered spaces in the outdoor plaza will be designated as handicapped parking spaces. The first ten (10) residential unit owners who notify the Board that they or any other resident of the Residential Unit who has a driver's license, is a handicapped person (as defined by New York State Law) may require that the parking space allocated to their unit be a handicapped parking space, allocated to his unit, with or without consideration, provided he so notifies the Board and provides further that any right so granted automatically terminates when said residential unit is sold or transferred. Use of the garage unit is restricted to the owners or occupants of residential units or their guests. The following areas are to be used only as designated:

1. Service vehicles are not allowed to park on the property unless in an emergency. All service personnel such as maids, butlers, bartenders, domestics, tradesmen of every nature, including carpenters, installers, sales persons, and delivery trucks shall park in public parking areas (street or municipal lots).
 2. Workmen's trucks and vans are not allowed to use the garages.
 3. Cars parked in onsite parking must be parked with the front of the vehicle at the wall.
 4. No rooftop carriers are permitted in the garages.
 5. No overnight parking of motor vans is permitted in garages and onsite parking and under no circumstances may they be used for sleeping purposes.
 6. The model and license number of all cars used by the unit owners, lessees, visitors and guests must be registered with the Site Manager. Duplicate keys for cars parking in garages must be left in the Site Manager's office during owner's extended absence.
 7. U-Hauls or similar vehicles, boats, and boat trailers, shall not be permitted to park in the parking areas.
 8. As a result of the new waterproof system installed on the garage floors, vehicles that have tires with studs or chains are banned from driving in the garages. Any resident that disregards this rule will be responsible for any damage caused to the system and all costs associate with making the necessary repairs. **[Implemented-2/27/2013]**
- (B) No courtyard visitor parking spaces shall be used for overnight parking, except passenger vehicles, the users of which are guests occupying apartments overnight. The courtyard visitor's parking area is for the use of guests only.
- Residents are prohibited from parking in the courtyard visitor parking area. Any residents that violate this regulation will be fined in the amount of \$100.00 for the first offense and a \$50.00 increase per incident. **[Implemented -10/22/2003]**
 - Guest parking is limited to seventy-two (72) hours in any given week. Guest parking exceeding the seventy-two (72) hour time frame will be charged a rate of \$25.00 per day. All guests are required to register with the Doorman upon arrival. **[Implemented -10/22/2003; 2/18/2011]**
- (C) Please refrain from sounding horns on the Classic premises.
- (D) Doormen are not permitted to provide valet service for parking for anyone whosoever. Garage parking is reserved strictly for the owners of garage spaces and for those persons specifically designated in writing to the Board of Managers as being authorized to use the assigned spaces. Use of the garage unit is restricted to owners or occupants of the Residential Units or their guests.

- (E) No responsibility is assumed by the Classic Condominium, its directors or its employees, for damage to automobiles while parked or driven on the premises of the Classic.
- (F) Vehicles on any part of the Classic premises are limited to a speed of 5 miles per hour.
- (G) Parking spaces can be used for no other purpose than to store motor vehicles, shopping carts or bicycles as long as they do not interfere with another resident's parking space or flow of traffic.**[Implemented-10/24/2017]**
- (H) Parking is not permitted in the circle of the entrance to the building except for emergency vehicles. However, any car services, taxis and guests waiting to pick up a resident must remain in their vehicle and must turn off their engine. There is to be no racing of vehicle engines and no loud playing car stereos on any part of the Classic property.
- (I) There are garage height restrictions LL garage level is 6'3" and LP garage level is 6'2". Any resident's vehicle that is taller than the noted heights must make their owner arrangements for parking other than in the Classic garages or on the Classic's property.

POOL AND RECREATIONAL AREAS

- (A) The swimming pool facilities are for the use of resident owners, members of their resident families, the owners' tenants, and their guests not to exceed six (6).
- (B) All persons going to or from the pool area shall be properly covered with a suitable shirt, coat or robe. No one is permitted to walk barefoot in any building public area. Persons must be dry before entering the building.
- (C) Do not enter the pool without first showering and removing lotions and oils.
- (D) Any person with a skin rash or similar condition or with a communicable disease is not permitted to use the pool.
- (E) No one is permitted to place towels, robes or other articles on any wall, plant, light post or to lay the same carelessly upon the grounds of the Classic.
- (F) Any person with uncovered open cuts or skin abrasions is not permitted to use the swimming pool.
- (G) No food shall be brought from an apartment to poolside. However, liquids in non-breakable containers are permissible.
- (H) Glass containers of any kind are not permitted in the pool area.
- (I) Refuse and similar trash shall be deposited only in trash receptacles around the pool area.

- (J) Pets shall not be taken to the pool area at any time.
- (K) Pool-side furniture shall not be moved about contrary to the pool rules designated by the Board of Managers from time to time.
- (L) Smoking will not be permitted in the pool area, health club, locker rooms, or saunas.
- (M) Radios, televisions, audio equipment or other sound sources shall be used in the pool area only to the extent that they are not disturbing to others. The user of any such equipment must immediately reduce the volume to a level acceptable to any owner or occupant present in the area who makes such request. Earphones are permitted without restriction.
- (N) No one is permitted to occupy any poolside lounges except after first placing the occupant's towel on the furniture. Towels are not permitted to remain on unused lounges for more than thirty minutes.
- (O) Upon returning to the pool area or public areas of the Classic, it is mandatory that all occupants remove dirt and ashes from their persons and attire. Showers, spigots and supplies are provided for this purpose.
- (P) Children under twelve (12) years of age shall be accompanied by an adult when in the pool area and no child under the age of six (6) is allowed in the pool unless supervised by an adult. Parents are responsible for children's safety and behavior in the pool area. Any child using the pool must be completely toilet trained – meaning no diapers.
- (Q) Swimming fins, rafts, air mattresses, surfboards, hard objects and similar items are prohibited from being used in the pool. Only Coast Guard approved flotation devices can be used in the swimming pool. It is strongly recommended that all non-swimmers utilize these Coast Guard approved devices whenever entering the pool. No throwing of balls, frisbees, or other items is permitted in the pool or pool area.
- (R) Effective December 16, 2014, the Board of Managers has approved **24 hour access** to the Pool. Please bear in mind, all rules apply as follows:
1. No one under the age of 21 years old will be permitted access during unsupervised hours.
 2. Only a resident may obtain a key for this area. You must register and obtain a key from the doorman on duty to gain access.
 3. The key must be returned immediately after utilizing the pool. If key is not returned immediately after utilizing the pool, a fine will be imposed and future access to the pool may be denied.
 4. While utilizing this area, do not allow access to any resident or guest that is without a key.
 5. Adult guests are permitted, however, the resident must be present. All adult guests must sign in the register book as well as the waiver that will be provided.
 6. Use of this and other Classic facilities will not be available to anyone that is under the influences of alcohol and /or drugs. Access will be denied.

7. The doorman on duty has the authority, as instructed by the Board of Managers, to deny access to any resident and/or their guest.
 8. All other rules pertaining the usage of the pool, the clubroom, the exercise room remains in effect and strictly enforced.
 9. Future access will be denied if there are any violations of these rules.
- (S) Users of the pool do so at their own risk.
- (T) There shall be no “roughneck” conduct or loud playing in the pool area. No diving or jumping into the pool or whirlpool is permitted. No shouting at any time.
- (U) The Board of Managers shall establish the hours of operations of the pool and such rules and regulations, as the Board deems necessary for the operation of the pool.
- (V) No alcoholic beverages are permitted in the pool area. **[Implemented -2/27/2013]**

POWER OF THE BOARD OF MANAGERS TO ENFORCE RULES

- (A) The Board of Managers, through the Site Manager or directly by the Officers of the Condominium, shall have full power and authority to enforce these Rules. Although information would be appreciated with regard to the identity of violators and the nature of the violations, it is not the duty of any other person to admonish violators.
- (B) All complaints, objections, or suggestions shall be submitted to the Board of Managers in writing, signed by the owners, and sent to the Managing Agent.
- (C) Whenever a violation is occurring, the Site Manager should be notified so that he can notify the violator to cease and desist. In the event the violator fails to heed the notification of the Manager, then any officer of the Board in attendance shall notify the violator of possible action of the Board unless the violation is terminated. The By-Laws authorize the Board to assess fines of up to \$150.00 per violation to enforce the rules and By-Laws of the Classic.
- (D) Whenever the Board of Managers shall determine that a rule has been violated, such determinations shall be deemed final. The Board may take such actions against violators as is not prohibited by law or specifically prevented by the By-Laws of the Classic Condominium.
- (E) The Board of Managers, by majority vote, shall have the power to amend these rules and/or adopt additional rules which shall be binding upon the Condominium.

PUBLIC AREAS – USE & CARE

- (A) Public passageways, hallways, elevators and stairways shall not be obstructed nor used for any purpose other than for ingress to or egress from apartments and common areas. Bicycles, shopping carts, baby carriages, scooters, or similar vehicles shall not be placed in

- or allowed to stand in the public areas within the common elements. Clothing items, umbrellas, and umbrella stands, doormats, clothes racks, and toys shall not be placed in the hallways outside apartment entrances or service doors or in any other public/common areas.
- (B) No garbage or trash containers, supplies, milk containers, or other articles shall be placed in elevators, passageways, hallways or stairways.
 - (C) Luggage and grocery carts, after being unloaded, must be promptly returned to their original locations.
 - (D) Children shall not be permitted to play or loiter in the lobby, hallways, stairways, elevators, walkways, parking areas, or in any other public common area, except where designated for that purpose under appropriate supervision.
 - (E) Neither the exterior nor interior surfaces of the entrance doors to the apartment units may be altered, painted, or treated with any other coating without the express consent of the Board of managers, since the natural wood of the doors could be damaged as a result. Any necessary replacement or restoration of damaged doors shall be at the sole expense of the unit owner, if so determined by the Board.
 - Residents may temporarily display holiday or other seasonal decorations on the doors to their apartments provided the decorations are professional in appearance and can be hung without marring the door's surface. While advance approval of such displays is not necessary, the Board shall review any objections received from other residents and may require the modification or removal of any such decorations it determines to be inappropriate. Except as so provided, the common areas may not be decorated or furnished by owners or renters in any manner without the prior consent of the Board.
 - (F) The following activities are not permitted on any part of the Classic premises: ball playing, throwing or catching Frisbees or other objects for sports, or any type of playground activity.
 - (G) There is to be absolutely no littering and no discarding of trash on any part of the Classic premises except into a trash chute or a designated container for trash.
 - (H) Common elements and limited common elements other than your own may not be used for any purpose notwithstanding permission of abutting unit owners, without the approval of the Board of Managers.

REFRIGERATORS/NO PLASTIC TUBING

Many new refrigerators are being equipped with plastic tubes to connect ice makers and water dispensers to the kitchen water lines. Plastic tubing has a tendency to crack or develop pinhole leaks which could cause damage. **Effective September 21, 2007**, the Board of Managers implemented a rule requiring the use of **only Copper or Metal tubing**. **Any refrigerators that currently have plastic tubing must be retro-fitted with copper or something other than plastic tubing.**

RESALE

The Board shall have a right of first refusal with respect to the sale of any unit. Such right of first refusal shall not apply to sales by a unit owner to any one or more of his spouse, his parents, siblings and descendants, or to transfers after a unit owners' death pursuant to his will or distribution in intestacy. The Board shall notify a unit owner of its intention to exercise such right of first refusal within 30 days after receiving the unit owner's notice of his intended sale. The Board's purchase shall close within 30 days after the Board gives notice of its intentions, unless the proposed sale was to take effect at a later time specified in the unit owner's notice to the Board. The board may act in purchasing a unit in its own name on behalf of all unit owners, or through a corporate or other nominee established or designated by it. Funds for such purchase or lease and the subsequent maintenance of the unit, shall be a common expense, and expenditures for such purchase shall be considered a capital expenditure. A unit thus acquired shall be used only for the purposes for which any other unit may be used, and may be sold, as the Board deems appropriate.

If any unit owner surrenders his unit, together with the common interest and other appurtenances thereof, pursuant to the provisions of the Condominium act, or if the Board acquires a unit at the judicial sale, title to any such unit and its appurtenances shall be held by the Board or its designee, corporate or otherwise, on behalf of all unit owners in proportion to their respective common interests.

- (A) All the following information shall be furnished by the owner to the prospective buyer prior to the submission of or approval of the sale:
 - 1. A copy of the Declaration of Condominium.
 - 2. A copy of the By-Laws of the Classic.
 - 3. A copy of the Rules and Regulations of the Classic.
- (B) Before approval of a resale of a condominium unit by the Board of Managers of the Classic, assuming the purchaser meets the requirements of approval, they will require certifications that the prospective purchaser has read the complete documentation package.
- (C) A copy of each executed conveyance shall be delivered to the Board of Managers within ten (10) days after the date of closing.
- (D) As a courtesy to all owners who may be looking for a change of unit, the Board of Managers should be informed of the proposed sale two weeks before it is put into the hands of a broker.
- (E) A PURCHASE PACKAGE ALONG WITH RULES AND REGULATIONS CAN BE OBTAINED FROM THE CLASSIC OFFICE FOR A PROSPECTIVE BUYER.

ROSTER OF OWNERS AND OCCUPANTS

The Board of Managers shall maintain a roster of unit owners, their legal address if other than the Classic, and any residence address other than their apartment in the Classic, their telephone numbers, local and long distance.

SAUNAS AND EXERCISE (GYM ROOM)

- (A) These rooms are provided to be used only by resident owners, members of their resident families, the owner's tenants, and guests not to exceed three (3). Their use is strictly at the user's risk. Children under the age of sixteen (16) are not permitted to use these facilities.
- (B) When leaving these rooms, please turn off all the sauna dials and lights.
- (C) The gym will be locked at all times. If you wish to use the facilities, it will be necessary to sign out and RETURN a key to the Doorman.
- (D) Anyone using these facilities must take reasonable precautions to avoid damage to the equipment and the rooms.
- (E) Users of these facilities are asked to turn off all lights, power and equipment when leaving.
- (F) Use of radios, televisions, audio equipment or other sound sources are permitted, however, with only the use of earphones. If during your use of the facilities no other residents were present, earphones would not be required. However, be prepared to immediately use the required earphones should another resident arrive to utilize the area. **[Implemented 9/25/2001]**

SECURITY

- (A) When leaving your apartment make certain all sliding doors are closed and locked. This will also prevent water damage to your apartment and those beneath you in case of sudden storms.
- (B) All exterior apartment doors should be secured at all times, whether you are in the apartment or not.
- (C) For security purposes, all outside entrance doors are now controlled by a spring lock. It is, therefore, the responsibility of each person using these doors to see that they are securely fastened and locked behind them. Under NO circumstances should these doors be left open, as this completely nullifies our security system.
- (D) Doormen are required to question all tradesmen, service people, sales agents, guests and visitors to your apartment.

- (E) In the absence of an owner, no one will be permitted to enter an apartment WITHOUT WRITTEN AUTHORIZATION given to the Site Manager, except as set forth in the Offering Plan and Declaration and By-Laws.
- (F) If the locks on your exterior apartment doors are changed, you are required to inform the Site Manager and furnish the Superintendent with a key to the new lock so that he may cope with emergencies as they may arise.

SERVICES AND TIPPING

- (A) All owners and tenants who employ domestics shall notify the office and register the identity of such domestics with the office. A current permission to enter form must be completed by the owner and/or tenant and given to the Concierge. If ID cards are required by law, it shall be the responsibility of the owner/tenant that they shall be promptly obtained.
- (B) Gratuities are not expected routinely by any Classic employee. Gratuities are permitted, however, where special individualized service has been rendered.

STORAGE AREAS AND LOCKERS

- (A) Personal property must be neatly stored within the area assigned to the owners.
- (B) Paints, thinners, lacquers, aerosol cans, flammable liquids and materials, and other items not permitted by law must not be kept in storage areas.
- (C) Property is stored at owner's risk.
- (D) All units have a designated storage bin. All residents should confirm the storage bin # assigned to their unit with the office.

TERRACES, WINDOWS AND DOORS

- (A) It is strongly suggested that all windows are treated with material that is white or off-white on the surface which faces the exterior of the building.
- (B) Terrace floors may be coated, painted or tiled, but only with colors which are green, gray or white. Any other color requires prior sample approval by the Board of Managers. The Owner shall be responsible for any cost of any repair, maintenance, replacement or removal of carpeting, coating, painting or tiling in the event the terrace must be repaired, maintained or replaced, regardless of whether the Owner or the Board of Managers is responsible for the repair, maintenance, or replacement of the terrace.

- (C) Glued down, rubber or foam-backed carpeting of terrace floors is not permitted. Coating or painting of a terrace may only be done with a material that is compatible with the new coating system installed during 2001 and 2002. Area carpets, without foam or rubber backing, are acceptable.
- (D) No awnings or window guards shall be placed on or about the Classic. No light fixtures shall be placed on outside building walls, ceiling or terraces. Any free-standing lamps placed on terraces must use white bulbs only, no colored bulbs are permitted.
- (E) Windows of the Classic may be further coated for protection against the sun, only in accordance with uniform specifications established by the Board of Managers.
- (F) Nothing shall be placed on the floors, wall or terraces, nor to extend beyond the external rail, that could fall or cause injury, or that will diminish the architectural aesthetics of the building in the opinion of the Board of Managers.
- (G) Plantings on terraces shall be of a size and nature, which will not interfere with the use of other apartments by their occupants.
- (H) Nothing shall be swept, poured, tossed, or shaken from the terrace, nor shall dirt or refuse be swept or thrown from any portion of the Classic premises. No terrace shall be hosed or scrubbed in such a manner as to cause water to drain from one terrace to another terrace.
- (I) The use of a smokeless electric grill is permitted on terraces. All other types of cooking devices are prohibited.
- (J) During a storm alert, all movable objects shall be cleared from terraces.
- (K) No laundry, bathing suits, towels, carpets or other items shall be hung or displayed so as to be visible from the exterior of the building, nor shall they be placed on clotheslines on the exterior of the building, nor shall they be spread on terraces, terrace railings, or terrace furniture to dry.
- (L) There shall be no shouting or calling from terrace to terrace or from terrace to persons elsewhere at the Classic.
- (M) Unit owners must remove all furniture and movable objects from their terrace before leaving for any extended period, especially during the winter season. The Association shall have the right to enter to remove said furniture and objects and unit owner will be charged the expense of such removal.
- (N) No signs, advertisement, or notice shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of the Condominium property.
- (O) Terraces shall not be used for storage of furniture, boxes or any other materials.

- (P) Units that have terraces with planters or shrubbery must maintain the appearance and contents of the planters, or arrange for their disposal.

WASHING MACHINES/DRYERS

- (A) **FRONT LOADING MACHINES:** Effective July 1, 2009, **future purchases** of washing machines must only be **front loading washing** machines no larger than a washer that uses between 22-27 gallons of water a wash
- (B) **TOP LOADING MACHINES:** As a result of the water flow backups caused by TOP LOADING machines, should you still have a top loading machine in your unit, please use your washer on the small cycle setting and to be sure to only use the proper amount of detergent for a small load or detergent that clearly indicates “low suds” on the bottle. **[Implemented- 7/1/2009]**
- (C) All washing machines hoses must be steel jacketed hoses. All new washing machine purchases will be inspected to confirm that steel jacketed hoses are in place. Residents are required to notify the Classic office before and after installation so that the necessary inspection can take place. **[Implemented-2/27/2013]**
- (D) **Dryer Vent Hoses-** It is the responsibility of all unit owners to make sure the dryer vent hoses within their apartments are kept clean and free of any lint buildup. **[Implemented- 2/27/2013]**

WINDOW & TERRACE DOOR REPLACEMENT

- (A) Should an owner consider replacing their windows or terrace doors within their apartment, the following rules apply:
1. The request to replace windows and doors within an apartment must be in writing and submitted to the Classic office.
 2. **Doors & Windows Specs:**
 - a. Arcadia ULT-5000 T/B Monumental Series, dark bronze anodized (required for exterior). Dual tone for interior only is an option to be decided by owner.
 - b. Glass: 1” low-e tempered insulated glass (3/16” tempered low-e #2 surface/ 5/8” A/S/ 3/16” clear tempered glass), argon gas filled
 - c. Exterior Louvers: to match existing.
 3. Contractors will be required to confirm the building’s requirements stated above are followed. Contractors will need to provide a copy of their contractor’s license and necessary insurance.
 4. A waiver will be provided by the Classic office for the owner to sign prior to installation.

- (B) All other building rules and regulations pertaining to contractors and renovations within an apartment must still be adhered to and any questions a contractor or unit owner may have, should be directed to the Classic office.
[Implemented 11/1/2010]