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# HAMPSHIRE HOUSE CONDOMINIUM

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House Rules



SEPTEMBER 11, 2023

30 Greenridge Ave | White Plains NY 10605

HAMPSHIRE HOUSE  
CONDOMINIUM

GENERAL INFORMATION

Rev. 09/2023

## MANAGING AGENT

Hampshire House Condominium contracts Garthchester Realty located at **440 Mamaroneck Avenue, suite s-512 Harrison, NY 10528** to manage the Building. The phone number is **914-725-3600** and the fax is **914-725-6453**. Questions, problems or suggestions should be directed to the property manager, David Guerrero at **914-725-3600** Ext 123, by fax or email at [david@garthchesterrealty.com](mailto:david@garthchesterrealty.com) or you may contact his assistant Dawn Johnson-Banks at **914- 725-3600 Ext 3220** or email [dawn@garthchesterrealty.com](mailto:dawn@garthchesterrealty.com)

## BOARD OF MANAGERS

Posted on the bulletin board is a list of the members of the Board of Managers, their unit numbers, offices held, date of expiration of terms, committee responsibilities and the names of the Board members who hold the emergency keys. This list will be distributed annually to all Unit Owners.

## MONTHLY COMMON CHARGE

The Board of Mangers along with Management prepares an annual budget for the Condominium, which allocates the percentage of common charges among Unit Owners according to their respective common interest.

Each month, Management will send out a bill that reflects the monthly charges for each unit. Payments are due on the first of the month and are subject to a \$100.00 late fee if received after the 15<sup>th</sup>. Checks are payable to Hampshire House Condominium. Unit Owners can mail in their payments or leave them with the doorman. Garthchester Realty also offers direct debit. Anyone interested in signing up for this should contact the Management office.

## UNIT OWNERS

A list of the 52 residents will be distributed periodically.

## OFFERING PLAN

Each original Unit Owner received a copy of the Offering Plan. Each subsequent Owner should have received a copy from the previous owner. The Offering Plan contains important information as well as the By-Laws for the Condominium. Upon selling your unit, please make sure you give the Offering Plan to the new Owner. If you need an Offering Plan, you may purchase one from the Managing Agent for a fee of \$150.00.

## SMOKE FREE PROPERTY

Adopted by the Board of Managers and ratified by the Unit Owners at the Annual Meeting held June 21, 2017 at which a quorum was present.

The Condominium has designated each Unit (including any terrace or enclosed garden) and the entire Building as “smoke free”. Unit Owner agrees and represents that Unit Owner will adhere to this policy and will not smoke or allow smoking in the Unit or the Building or within 20' from the Building entries. This policy applies to Unit Owners, guests, employees and service persons. The term “smoking” means inhaling, exhaling, breathing, or carrying a lighted cigar, cigarette, or other tobacco product or a similar lighted or smoldering product in any manner or in any form. The failure by the Condominium to respond to a complaint filed by the Unit Owner regarding smoke shall not be construed as a breach of the warranty of habitability, nor shall it be deemed to be a constructive eviction of Unit Owner. (Effective date: August 1, 2017)

## EMERGENCY ACCESS TO UNITS

Every Owner is required to supply the Board of Managers with the key(s) and directions to open his/her unit in case of an emergency. If you have special instructions regarding entry into your unit, such as if you have a pet or an alarm system, please supply this information with your keys. This information must also be supplied to Management. All members of the Board of Managers are authorized to secure keys in a locked cabinet located in a locked room. If an emergency arises that requires access into a unit, please contact one of the Board of Managers who has access to the keys. A list of these Managers is located on the bulletin board.

All Owners should supply the Managing Agent with information regarding who to contact in case of an emergency. If a resident is frequently away from their unit, they should provide day and evening phone numbers as well as the name and phone number of their physician. Those residents who spend the summer or winter at other homes should provide the Committee and Management with those addresses and respective phone numbers. Forms have been given out for this information already. If a resident needs a new form or information has changed, please contact the head of the Security Committee or the Managing Agent via email.

## STAFF & WORK HOURS

- **DOORMEN**
  - RICHARD BERRETTA (MON-FRI 7AM – 3PM)
  - JOE FICAROTTA (MON-FRI 3PM-11PM)
  - CHRIS PACAR (SAT & SUN 10AM -6PM)
  - BRIAN MCKENNA (ON CALL)
  
- **MAINTENANCE CONTRACTOR, SUPERINTENDENT**
  - ALFONSO PATINO – MONDAY-FRIDAY

The staff is employed by the Condominium as a whole. They are not to perform personal services for any Owner while on duty. Management and assigned members of the Board are able to instruct the staff. No resident is to instruct any member of the staff at anytime.

## DOOR SECURITY

The most important duty of the doorman is security. Each doorman has been instructed to lock the interior door to the lobby if it is necessary for him to step away from his post. Each Owner must also cooperate by doing the following:

- Making sure that the side doors always lock when you enter or exit.
- Never prop open any door.
- Lock the front door if the doorman should be absent.
- Do not ask the doorman to leave the front door.
- Never buzz open the front door without knowing who wishes to enter. You should only buzz the door open when you know the caller personally, or you should go to the lobby yourself to see if the caller is who they say they are.

Requests from Owners for additional keys fobs to the outer doors are to be directed to the Managing Agent.

The Board of Managers will fine any resident who provides a key fob to the outer doors of the building to any contractor, cleaning service or workmen.

## VISITORS

All visitors must be announced by the doorman and approved by the Owner before being allowed entry into the building. All Owners are asked to request their guests to cooperate when entering the building. Please note, it is not the responsibility of the doorman to find parking spaces for visitors.

## WATER VALVES

It is the responsibility of every Owner, Resident and Tenant to know where the water shut-off valves in the unit are located and be able to shut the water off in a water leaking emergency.

In a major crisis, the shut-off valve that controls water to the entire building is located outside the building in a locked room under the Greenridge staircase. The doorman has a key.

A master valve to shut-off water in MOST units is located above the water heater and connected to the wall. It is NOT visibly connected to the water heater. In OTHER units, including 1H, 2H, 3H, 4H, 5H, 1C, 2C, 3C, 4C, 5C, 3L, 4L, 5L, 2J, 2M, 4A and possibly some others, the master water cut-off valve is differently positioned. Please contact the Super to locate this valve. This is critical in an emergency water leaking situation. In addition, it may be necessary to also shut off a SECOND master valve located under one of the bathroom sinks. Shutting down this second valve will shut off the water completely in the unit. The master valve is the THIRD valve, in addition to the 2 bathroom water valves under the sinks, one for hot water and one for cold water.

The kitchen sink valves are the TOP left and right valves under the sink. The dishwasher valve, which is for hot water only, is on the bottom.

The washing machine shut-off valves are located behind the flap in the wall above the machine. In Units that have been renovated, these two hot and cold water shut-off valves may have been relocated to either under the sink or in another place. **When the machine is not in use, the valves should be turned off. The hot and cold valves**

should be ON during both the washing and drying cycles and both should be turned off immediately when finished.

Washing machine hoses and valves will NOT withstand holding the water pressure over time. Shutting off the valves means that there is no undue pressure on either. The hoses on older washing machines should be replaced with steel hoses. Please be advised that it is not necessary for the washing machine to be running for the hoses to give way.

All valves should have handles so they can readily be turned by hand.

Do not leave your unit while the dishwasher or the washing machine is operating in case of a water leak.

## WATER HEATERS

All Owners must periodically review the age and condition of their water heater to ensure that they are replaced in time to prevent leakage. Water heaters must be replaced at the end of their warranty period. **Management must receive a copy of the new warranty upon replacement. It is the responsibility of the Owner to send this information in.**

All Owners are urged to do the following:

- Note on the water heater the date it was installed.
- Note on the water heater the date the warranty will expire.
- Turn off the master valve above the water heater and the second master valve in the bathroom whenever the unit will be vacant for an extended period.
- Place a piece of newspaper under the water heater from time to time to check for leaks.

Please note that if your water heater leaks into the apartment below you, it is your responsibility to cover the cost of clean up and repairs.

## ADVERTISING

No advertising signs are to be placed anywhere on the property or in a unit.

## OPEN HOUSES

Unit Owners are to make sure that any attendees to an open house in connection with a sale of a unit be confined to that unit only for security reasons. No "For Sale" signs are to be displayed anywhere on the property.

## TAG SALES

No tag sales in the building are to be advertised to the general public. Private tag sales and notices on the bulletin board of items for sale are permitted.

## KEY ACCESS & INTERCOM SYSTEM

All residents are required to use the electronic Key Fob. Medeco Keys are available for purchase. A limited number of keys will be made available for purchase to any residents that need it for religious observance only. There is a limit of ONE key per unit. Residents can request a key by sending an email to the property manager - upon assignment - a key will be left with your doorman, and residents will be required to sign receipt of such key. Please note that these keys are not transferrable and must not be given to anyone other than the occupants of the unit. Keys must be returned to the managing agent upon a sale or transfer of the unit or if no longer required by leaving it in a sealed envelope to the attention of the property manager.

Hampshire House utilizes the Butterfly system for guest access to the building when a doorman is not available. Residents needing to add or update their information in the intercom system, must contact the property manager and request that the information be updated.

Depending on the method you choose to be contacted via the intercom, whether by using the Mobile App or phone call, you will have control over who you let in the building.

If you have opted to be reached directly by phone from the lobby intercom, you will be informed by a phone call. To allow your guest to enter the building, the door can be opened by pressing the “9” on your phone. This releases the door to open.

If you choose the Mobile App, calls will come in through the app on your smartphone via video call, and the door can be opened from the app. If the call is missed through the app, it will rollover as a phone call to the **backup phone number** given. This could be your house phone or cellphone number.

## PARKING

There are no extra parking spaces. All Owners are expected to use their own space unless arrangements have been made with another Owner. No cars are to be parked in the circle and double parking is not permitted. For environmental reasons, no engines are to be left idling for more than two minutes.

The spaces that belong to the doctors' offices are available for use by visitors during non-business hours or if arrangements have been made with the doctors personally. Please remember, the doorman is not responsible for finding parking spaces for visitors. Please see waiver dated 9/1/2018.

## TRASH ROOMS

Per the City of White Plains, recycling requirements are as follows; all glass jars and bottles, metal food and beverage cans, (except deposit cans) all metal tops and plastic food and beverage containers with the numbers 1 and 2 in a triangle on the bottom must be washed and placed in the garbage cans in the trash rooms. Clean newspapers for recycling are to be piled neatly in the boxes provided. All clean magazines, catalogs, junk mail, advertising, paper and paper bags are to be piled neatly in the designated box. Kitty litter must be placed in air tight bags and left separately in the compactor room. All other garbage is to be neatly bagged and carefully deposited in the chute.

The following items may not be placed down the chute: oversized material, sharp or pointed objects, hangers, large metal items, kitty litter, large quantities of paper and/or clothing, newspapers, glass bottles/containers and large pieces of foam rubber. These items clog the compactor and cut the compactor bags. Repairs to the compactor are costly and will lead to increases in maintenance fees.

It is up to all Unit Owners to keep the compactor rooms clean and sanitary.

## SMOKE DETECTORS

Every unit must have smoke detectors. All smoke detectors are to be tested by each Unit Owner regularly to make sure that they are working. Smoke detectors have been installed throughout the common areas.

## DELIVERIES

All deliveries and workmen are to be directed to the Rutherford Avenue side door entrance. Any large deliveries that require the use of an elevator should be called to the attention of the Super who will pad the elevator prior to delivery. After delivery, please notify the Super so the pads can be removed.

There are also shopping carts, a skid with wheels and a rolling cart with a rack to hang clothing available to bring in heavy packages or suitcases. Please ask the Doorman or the Super for them. Please return after use.

## EXTERMINATOR

The building should be kept clean and vermin free. The exterminator comes to the building once a month. If you require his services, please leave a note with the Doorman.

## APPLIANCES

Unit Owners are responsible for assuring that their clothes washers, dishwashers, bathtubs and showers do not leak and cause water damage to other units. Appliances should be serviced on a regular basis.

## SOLICITING

No soliciting by outsiders is permitted in the building with the exception of the local fire department and local police department. Please advise the Board of Managers of any solicitors.

## FRONT DESK/LOBBY

The front desk and lobby area represent the first impression everyone receives of the building.

## CARRIAGE ROOM

There is a carriage room on the first floor near the Rutherford entrance which may be used to store carriages, bicycles and similar equipment.

## BALCONIES

Nothing whatsoever is to be placed on balconies or on the railings that could possibly fall off and be a safety hazard to those below. Plants are never to be stored on balcony edges.

## BUILDING EXTERIOR/INTERIOR

Nothing is to be installed that protrudes from, or in any way alters or mars the façade of the building. (Air conditioners, antennas, satellite dishes.)

Owners/Residents are not to hang anything on any common areas, nor on the walls or corridors. Rugs, mats, boots, umbrellas and the like should not be placed outside doors or in the stairways.

Birdbaths and Birdfeeders are not permitted anywhere on the property. Any Birdbaths or Birdfeeders found anywhere on the property will need to be removed.

## PETS

The Condominium's By-Laws limit two pets per unit. No pets are allowed to be in the common areas unless carried or on a leash. No pets are permitted on any grass or garden plot under any circumstances. Pets must be walked off the property. Dogs are permitted to come in the front entrance after 10:00 PM and before 7:00 AM. A \$25.00 fine will be imposed for those who violate these rules. Dog waste disposal bin is located at Rutherford entrance.

## WALKWAYS

Unit Owners whose cars face the walkways are asked to park sufficiently far back in their spaces to avoid impeding or blocking access to the walkways.

## CAR WASHING

No car washing or cleaning is allowed in the parking lot. Please move your car to the street or elsewhere for such purposes.

## OUTDOOR COOKING

Use of an electric barbeque is permitted on balconies and enclosed gardens. However, it is not permitted in any other common area except areas specifically designated for barbequing by the Board of Managers, or with electric devices. No charcoal, propane, etc., or open flame is permitted. Cooking shall not create a nuisance with excessive smoke. Comply with all safety codes. Be sure the grill is properly grounded in accordance with local codes. Electric cords should always be secured during operation to protect against product damage or personal injury. Be sure that cords are placed away from walkways or anywhere people can trip over them. Never immerse or expose cords, plug, or heating element to water or other liquids. Before operation, visually inspect cord, plug, and all connections for damage and wear. Replace or repair prior to operation. Before plugging in or unplugging an electric grill, turn control knobs to OFF position. When the grill is not in use or before cleaning the grill, be sure it is unplugged from the outlet. To prevent risk of shock, electric grills should be connected to a ground fault interrupter (GFI) outlet in accordance with local codes. Do not use an electric grill in the rain. Do not use an electric grill near combustibles or flammable materials. The Board reserves the right to determine in its discretion whether an owner is creating a nuisance.



Violations shall be subject to fines and loss of the privilege to cook outdoors. Cooking with an open flame will subject the owner to immediate fines of \$500 per occurrence and revocation of the privilege to cook outdoors. Nuisance complaints shall be investigated; fines and violations shall be assessed only after the Board has had an opportunity to investigate the complaint and determine if a nuisance was created. Fines shall be \$50 for the first occurrence and shall increase in increments of \$50 per occurrence in any 12-month period from the first violation.

## PLUMBING

Plumbing problems affect all Unit owners. Serious problems have occurred when items such as diapers, sanitary napkins, colostomy bags or other bulky items or wipes including flushable wipes are disposed of in the toilets. Please dispose of such items in the garbage.

Slow draining sinks, tub or shower drains can be cleared by pouring a kettle or two of boiling water down them once a week. Biodegradable laundry detergent and dishwasher detergent only are to be used in the smallest amount necessary to get clothes and dishes clean. Do not overuse either as it can cause overflows and backups.

## VIOLATION OF BY-LAWS & RULES & REGULATIONS

All Unit Owners and Residents are responsible for obeying all of the Condominium's By-Laws and Rules and Regulations in order to maintain proper upkeep and appearance of all of the common areas such as the lobby, hallways, garbage rooms, storage rooms, parking lot, walkways, lawns, gardens, etc.

When a Unit Owner or Resident is in violation of this or any published rule, he/she will be notified in writing by the Board of Managers and given notice that said violation must be corrected within 30 days. If the Owner/Resident fails to correct the violation within 30 days, a fine of \$100.00 will be levied and added to their monthly common charge bill for the next month and any following month in which the Owner/Resident remains in violation. The payment of the fine will be subject to the same late charge of \$25.00 per month if the fine is not paid by the 15<sup>th</sup> day of each month, as is the case with late common charge payments. (A rule that has been in effect since 1976.) In addition, the Board may warn the Owner/Resident that it intends to take appropriate action to correct the situation and will bill the Unit owner for any expenses incurred.

The By-Laws require the Board of Managers to take legal action when Owners do not pay their common charges or fines. The Board has the authority to and will obtain liens against Owners as well as notify the banks that hold their mortgages, for payment of such charges and for all legal fees.

## SALE/LEASE OF A UNIT

All Unit Owners wishing to sell or lease their unit must obtain prior approval from the Board of Managers.

Unit Owners are responsible for notifying their real estate agent that in order to obtain approval, a copy of the contract of sale or lease with a completed application form must be submitted to the Managing Agent who will then forward it to the Board of Managers for approval. All paperwork must be submitted twenty days prior to the sale or lease of the unit. The Board will then decide to either waive or exercise its right of first refusal.

A non-refundable fee of \$300 payable to Hampshire House Condominium is due upon the sale of a unit and a fee of \$150 payable to Hampshire House Condominium is due upon the lease of a unit. Payment must be in the form of a check or money order only, cash or credit card will not be accepted.

A fee equal to three (3) months common charges is payable to Hampshire House Condominium upon the lease of a unit and is due annually each year thereafter.

A \$1,500.00 non-refundable move-out fee made payable to Hampshire House Condominium is due prior to moving any furniture out of the unit from the seller and a \$1,500.00 non-refundable move in fee made payable to Hampshire House Condominium is due prior to moving any furniture into the unit by the buyer.

All moving must be coordinated with the super, Alfonso Pinto and must be performed during the weekdays, Monday thru Friday, 9:00 AM to 5:00 PM.

If utilizing a professional moving company, a copy of the company's insurance and license along with a \$1,000.00 refundable deposit is required prior to any moving being performed. This is a deposit to pay for any hallway or common area damages. The area must be inspected by the super prior to and after any moving is performed in order for the deposit to be returned.

## General

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

Violations of these Rules and Regulations may result in the imposition of a fine of \$100.00 per month until the unit owner is in compliance.

## Exhibit A: General Repair Cost

### PLUMBING

	<u>MATERIAL COST</u>	<u>LABOR COST</u>
Replace flushometer		\$50.00
Replace speedy connection sink/toilet		\$25.00
Replace kit faucet	**	\$75.00
Replace toilet flapper	**	*
Replace toilet seat	**	*
Replace waste trap kitchen/bath		\$70.00
Replace faucet washer		*
Replace faucet seat		*
Replace faucet stem	**	\$40.00

### ELECTRICAL

Replace electrical outlet or switch	**	\$20.00
Installation of light fixture	**	\$75.00 + up
Replacement of dimmer switch	**	\$40.00

### PAINTING APARTMENTS

\*\* \$6/sq ft + up

### MISCELLANEOUS

Replace Windows	**	Not Covered by Corporation
Replace Screens	**	\$TBD
Replace mailbox lock		\$25.00
Install smoke/carbon detector	**	*
Replace/install door lock	**	\$50.00

\*\*Resident to supply

\*Open to Residents - Gratuities

## Exhibit B: GENERAL SUPER DUTIES

Super will be available for emergencies at any time while he is on the premises.

Supervision of staff, vendors, contractors, deliveries and move in/out.

The Super will give directives to the staff for work to be done. Super will maintain a safe coded lockbox to store residents' keys.

Routine Maintenance:

- Change window balances (springs and locks)
- Installation of carbon monoxide detectors/smoke alarms initial condo, subsequent unit owner
- Window guards
- Snake drains - Condo
- Washers, minor leaks washer only – condo; bigger unit owner

Contract Jobs at Resident Expense:

- Replace radiator valves & radiators (bill back) - Condo
- Replace outlets/switches – Unit Owner
- Replace doorbells – Condo
- Replace/repair flushometers – Unit Owner
- Replace pipes or speedy connectors under kitchen or bathroom sinks – Unit Owner
- Replace faucets – Unit Owner
- Replace toilet seats – Unit Owner
- Replace light fixtures – Unit Owner
- Replace door locks – Bottom - Unit Owner; Top - Condo
- Repair plastering, priming – Depends on cause
- Repair caulking of tiles, sheet rock, painting – Unit Owner
- Install blinds, shades – Unit Owner

*Special contracted services private arrangements between resident and super are to be done on non-working hours, unless an emergency.*

**HAMPSHIRE HOUSE CONDOMINIUM. - HOUSE RULE RESOLUTION  
NOTICE PROHIBITING DEVICES UTILIZING LITHIUM BATTERIES**

Whereas, the Board of Managers of the Hampshire House Condominium. ("Condominium" or "Board of Managers") has serious concerns with respect to fire safety issues, in conjunction with avoiding fire hazards relative to devices utilizing Lithium Ion Batteries. Accordingly, the Board of Managers has determined that it is in the best interests of its residents to adopt, promulgate and amend the House Rules to implement and establish a prohibition regarding devices utilizing Lithium Batteries to protect the residents and safeguard building.

Whereas, the Board of Managers of the Condominium has adopted Lithium Battery Prohibition House Rule, as follows:

**House Rule: Prohibition Devices Utilizing Lithium Batteries**

The Board of Managers hereby prohibits the use, operation, storage and/or charging of any electric bicycles, scooters, hover boards or similar e-mobility devices or vehicles or parts thereof, (an "Li Vehicle") using lithium-ion batteries in the apartment, on the terraces, balconies or any other places appurtenant to the Apartment, or in the common areas of the building (including but not limited to the public halls, lobbies, basement, storage area, garage, elevator, vestibules and staircases) (collectively, the "Property").

As such, no unit owner shall permit any Li Vehicles (whether belonging to Lessee or their guests, employees, agents, visitors, tenants,) (collectively, "Guests") to be brought into, kept, used, operated, charged or stored in the Property. In the event a violation of the foregoing House Rule results in a fire at the Property, the unit owner who brought in or permitted the Li Vehicle into the Property or whose Guests brought the Li Vehicle into the Property, shall be responsible and liable for the damages resulting from the fire.

Notwithstanding the foregoing, this House Rule shall be deemed to be inapplicable for unit owners, members of their immediate family and Guests that utilize lithium batteries in wheelchairs or mobility devices specifically designed for and/or utilized by persons that are handicapped or disabled.

**AND IT BE FURTHER RESOLVED THAT**, a copy of this Resolution shall be furnished to each unit owner, and this House Rule Resolution is effective immediately, as of August 1, 2023. The failure and/or refusal to act in compliance with this Resolution shall be a violation and constitute a material default and substantial breach of the bylaws. Accordingly, the Board of Managers reserves all of its rights and remedies under the Bylaws.

Respectfully,



Mimi Koren  
Secretary