

**HASTINGS TERRACE CONDOMINIUM**

555-565 BROADWAY | HASTINGS ON HUDSON NY 10706

**HOUSE RULES**

Table of Contents

Section 2. USE OF PREMISES ..... 4

Section 3. OBSTRUCTION OF COMMON ELEMENTS ..... 4

Section 4. DAMAGES TO COMMON ELEMENTS ..... 4

Section 5. MAINTENANCE OF UNIT ..... 4

Section 7. EXTERIOR OF BUILDING ..... 5

Section 8. HOUSE RULES AND REGULATIONS FOR THE RESIDENTIAL UNITS AND RESIDENTIAL LIMITED COMMON ELEMENTS. .... 5

OTHER GENERAL RULES..... 8

PARKING RULES ..... 9

## IMPORTANT CONTACT INFORMATION

### ADMINISTRATION

**Managing Agent:** Garthchester Realty | 209 Garth Rd Scarsdale NY 10583 | **Office:** 914-725-3600

**Property Manager:** David Guerrero | **Office:** 914-725-3600 Ext. 123 | **Email:** [David@Garthchesterrealty.com](mailto:David@Garthchesterrealty.com)

**Superintendent:** Alberto Jimenez | **Office:** 914-274-8094

### VILLAGE OF HASTINGS ON HUDSON

**Building Department:** 914-478-3400 Ext. 613

**Fire Department:** 914-478-1322

**Police Department:** 914-478-2344

**Village Clerk:** 914-478-3400-Ext. 611

## **ARTICLE VIII. HOUSE RULES**

### **Section 1.**

In addition to the other provisions of these By-Laws, the following house rules and regulations together with such additional rules and regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Units and the conduct of all residents and occupants thereof.

### **Section 2. USE OF PREMISES**

Owners of a Unit, members of their families, their employees, invitees, guests and their pets, if permitted, shall not use or permit the use of the premises in any manner which would be illegal, immoral, improper or disturbing or a nuisance to other said Owners, or in such a way as to be injurious to the reputation of the Condominium. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Notices of violations of laws, order, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Unit Owners or the Board of Managers, whichever shall have the obligation to maintain such portion of the Property.

### **Section 3. OBSTRUCTION OF COMMON ELEMENTS**

The Common Elements shall not be obstructed, littered, defaced or misused in any manner.

### **Section 4. DAMAGES TO COMMON ELEMENTS**

Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible.

### **Section 5. MAINTENANCE OF UNIT**

(a) Every Unit Owner must perform promptly all maintenance and repair work to his Unit which, if omitted would affect the Condominium in its entirety or in a part belonging to other Unit Owners, or the Building of which his Unit forms a part, he being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs to internal installations of the Unit located in and servicing only that Unit, such as telephones and sanitary installations shall be at the Unit Owner's expense.

### **Section 6. ALTERATION OF UNIT**

(a) A Residential Unit Owner may not make any alterations or modifications, including painting, to the exterior of the Residential Unit, or any part of the General or Residential Limited Common Elements, without the written consent of the Board of Managers. A Residential Unit Owner shall not make structural or mechanical modifications to the Residential Unit or other alterations which would impair the structural soundness of the Unit or Building without the written consent of the Board of Managers or its designated managing agent. Consent may be requested by completing the alteration application and submit to the managing agent, if any or to the President of the Board of Managers, if no managing agent is employed. The Board of Managers shall have the obligation to answer within sixty (60) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alterations. All work done pursuant to this Section must be done in accordance with all applicable rules, regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof. All necessary approvals must be obtained and submitted to the Board of Managers upon submission of the written request for consent to do the work to the Board of Managers. Any interior alterations or improvements made to a Unit shall be made in accordance with all applicable rules, regulations and zoning ordinances of any governmental agencies having jurisdiction thereof. This paragraph shall not apply to Sponsor.

(b) The Sponsor or its designees shall have the right, without the consent of the Board of Managers other Unit Owners or their mortgagees, to (i) make alterations, additions or improvements structural and non-structural, ordinary and extraordinary, interior and exterior, in, to, and upon any Units owned by it; (ii) change the layout or number of rooms in

the Units; (iii) change the size and/or number of Units by subdividing a Unit, combining separate Units (including those resulting from such subdivision or otherwise) into one or more Units or altering the boundary walls between Units or otherwise; (iv) reapportion among the Units affected by such change their appurtenant interest in the Common elements; provided, however, that in each instance such alterations or changes do not impair the structural soundness of the Unit or the Building and the Sponsor or its designee complies with all laws ordinances and regulations of all governmental authorities having jurisdiction and shall hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. The provisions of this subparagraph (b) may not be amended or modified without the written consent of the Sponsor.

(c) The Board of Managers will execute any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such installation or structural addition, Alteration or improvement made by the Sponsor or his designee to any Unit, provided, however, that neither the Board of Managers nor the other Unit Owners shall be subjected to any expense or liability by virtue of the execution of the application or such other document.

## **Section 7. EXTERIOR OF BUILDING**

(a) No Residential Unit Owner shall post any advertisement or posters of any kind in or on the Community except as authorized by the Board of Managers.

(b) It is prohibited to hang garments, rugs, etc. from the windows, or from the Building or to string clothes lines on or over the Common Elements (including the irrevocably restricted areas,) terraces, or to use any of the Common Elements for storage purposes except for storage areas that may be assigned to a Unit Owner as a Limited Common Element. No storage of flammable liquids or other flammable material or any valuables shall be stored in any storage-areas. All provisions for safety shall be the sole responsibility of the Unit Owner and the Unit Owner should have their own insurance covering the storage area.

(c) No Residential Unit Owner shall paint the exterior surfaces of the windows, walls, or doors opening out of his Unit.

(d) No television or radio antenna or any other type of receiving or transmitting antenna or structure shall be erected on the exterior of the Building without the prior written consent of the Board of Managers.

(e) Each Unit Owner shall keep his Unit and its appurtenant irrevocable restricted areas in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

## **Section 8. HOUSE RULES AND REGULATIONS FOR THE RESIDENTIAL UNITS AND RESIDENTIAL LIMITED COMMON ELEMENTS.**

- (a) The sidewalks, entrances, passages, public halls, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Residential Units. No vehicle belonging to a Unit Owner, to a family member or a Residential Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Residential Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the Building.
- (b) No baby carriages, bicycles, scooters, or vehicles shall be allowed to stand in the public passageways, or other public areas of the Building.
- (c) No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases of the Building, nor shall any fire exit thereof be obstructed in any manner.
- (d) Nothing shall be hung or shaken from any doors, windows, or placed upon the exterior window sills, of the Building, and no Residential Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.
- (e) There shall be no playing or lounging in the entrances, passages, public halls, vestibules, corridors, or stairways, of the Building, except in designated recreational areas, if any or other areas designated as such in the Declaration or by the Board.

- (f) The Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Residential Limited Common Elements devoted to storage, recreation, or service purposes in the Building.
- (g) Nothing shall be done or kept in any Unit or in the Common Areas that will increase the rate of insurance of the Building or the contents thereof, without the prior written consent of the Board. No Residential Unit Owner shall permit anything to be done or kept in his Residential Unit or in the Common Areas, that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Residential Unit Owner or any of his family members, agents, servants, employees, licenses, or visitors shall, at any time, bring into or keep in his Residential Unit or Common Areas any inflammable, combustible, or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or Common Areas.
- (h) No Residential Unit owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Residential Unit or its appurtenant Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Residential Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Residential Unit Owner's Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.
- (i) No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in the Residential Units unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent, which permission will not be unreasonably withheld or delayed in the case of customary house pets, such as dogs weighing no more than 50 pounds and cats. Any such consent, if given, shall be revocable at any time by the Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal be permitted in any of the public portions of the Building unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.
- (j) No Residential Unit Owner shall install any planting in the Common Areas without the prior written approval of the Board. It shall be the responsibility of the Residential Unit Owner to maintain all plantings in the Residential Units to prevent any damage to floors and walls. Residential Unit Owners shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.
- (k) In the event that any Residential Unit shall be used for home occupation or professional purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait-in any lobby, public hallway, or vestibule.
- (l) No window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surface of any windows at the Property be colored or painted. Window guards shall be installed and maintained in all Units where children ten (10) years or younger reside, or as otherwise required by applicable law.
- (m) No ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.
- (n) No radio or television aerial shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale", "For Lease", or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Building, except such as are permitted pursuant to the terms of Declaration and/or By-Laws or shall have been approved in writing by the Board or the Managing Agent. Nothing shall be projected from any window of a Residential Unit without similar approval.
- (o) All radio, television, or other electrical equipment of any kind or nature installed or used in each Residential Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

- (p) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Residential Unit shall be repaired and paid for by the Owner of such Residential Unit.
- (q) Each Residential Unit Owner shall keep his Residential Unit and its appurtenant irrevocably restricted areas in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.
- (r) The agents of the Board or the Managing Agent, and any contractor or workman authorized by the Board or the Managing Agent, may enter any room in a Residential Unit at any reasonable hour of the day, on at least one day's prior notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.
- (s) The Board or the Managing Agent may retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to his Residential Unit at any time when any entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board or the Managing Agent, then the Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Residential Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).
- (t) If any key or keys are entrusted by a Residential Unit Owner, by any family member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Residential Unit Owner, and neither the Board nor the Managing Agent shall (except as provided in Rule (r) above) be liable for injury, loss, or damage or any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.
- (u) No occupant of the Building shall send any employee of the Condominium or of a Managing Agent out of the Building on any private business.
- (v) Unit Owner shall not permit unreasonable cooking or other odors to escape into the building, including but not limited to cigarette smoke, pipe or marijuana.
- (w) Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Board. Further, any such consent or approval may, in the discretion of the Board or the Managing Agent, be conditional in nature.
- (x) Complaints regarding the service of the Condominium shall be made in writing to the Board or to the Managing Agent.
- (y) In addition to the foregoing House Rules, all Residential Unit Owners, and their respective tenants, occupants and licensees shall use and occupy the Residential Unit in accordance with the Rules and Regulations, annexed hereto as "other general rules". Any failure to comply with such Rules and Regulations shall be treated as a default under the By-law, enforceable as such by the Board of Managers.
- (z) Upon receipt by the President of the Board of Managers or by the Managing Agent, of a signed written complaint alleging violation of any of the House Rules or other provisions of the By-Laws as herein established or hereafter established or adopted by the Board of Managers, the President of the Board, or in his absence, the Vice President together with a minimum of two (2) other members of the Board, without a formal meeting of the Board, shall make a determination as to the validity of the complaint. Any Residential Unit Owner accused of a violation of the House Rules or other provisions of the By-laws shall be entitled to receive written notice by registered mail of such accusation. The written notice shall contain the following statements:
  - i. A copy of the rule or regulation the Residential Unit Owner has violated and a description of a manner in which the Residential Unit Owner violated the rule or regulation.

- ii. A time and place at which the Residential Unit Owner shall be given the opportunity to present a defense before final action is taken.
- iii. If, after said notice and hearing it is determined that the complaint is valid and justified the Managing Agent shall be directed to send written notice to the violator. If the violation is not corrected or eliminated within a period of three (3) days from the date of receipt of such notice, another notice will be sent levying a fine of up to \$50.00 upon the violator; such fine is to be considered as an additional common charge to the account of the violator and shall be treated as such regarding late penalties and a lien upon the property as elsewhere provided for in the Declaration of Condominium or By-Laws. If after imposition of a fine the violation is not corrected or eliminated, the Board of Managers may assess additional fines of up to \$50.00 each after serving written notice upon the violator as provided for above. If the violation results in loss of or damage to property classified as common area, the Board of Managers shall itself or direct the Managing Agent, if employed, to have said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the violator as an additional common charge.

The provisions set forth above shall not be applicable to the Sponsor. The Sponsor, its nominees and agents, shall have the right and privilege to maintain general and local sale offices in and about the Condominium, including any model Units located within the Building, and shall have the right and privilege to have their representatives, employees and agents present on the Condominium premises to show the Units to prospective purchasers, to utilize the common elements, and, without limitation, to do any and all things necessary and incident to the sale of the Units, without charge or contribution other than in the form of common charge payments as otherwise provided for herein.

The Sponsor shall have the right to continue to employ signs of its choice upon the Condominium premises in its efforts to renovate and sell the Units. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invitees of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the Common Elements of the Condominium. The last two paragraphs of this Article VIII may not be modified or amended without the written consent of the Sponsor so long as the Sponsor continues to own one or more unsold Units

## **OTHER GENERAL RULES**

1. 80% of all floors, except kitchen and bathroom(s), must be carpeted.
2. Window guards are mandatory and must be installed if there are children ten years or younger residing or visiting.
3. Smoke and carbon monoxide detectors must be maintained in all Residential Units, and as otherwise required by applicable law.
4. No items are to be left in the hallways or in front of the apartment doors.
5. There is no loitering in the lobby and common areas.
6. All compactor rooms are to be used properly. Recyclables must be separated. No aerosol cans are allowed down the garbage chute. All garbage bags are to be sealed properly before using the chute.
7. No barbeque grills are permitted on the terraces.
8. No screens or structures are allowed and/or installed on the terraces.
9. Terraces are not to be used as storage areas and shall be maintained in a clean, clutter-free condition.
10. Satellite dishes are not permitted at the building.
11. Shopping carts are not to be left in the hallways of the buildings.
12. All deliveries must come through the basement and the superintendent must be notified of all deliveries in advance.
13. Air-conditioners are to be installed by a licensed and insured contractor and must be installed properly.
14. Please refrain from swinging the elevator doors past a reasonable distance to avoid maintenance issues.
15. Littering of any kind is strictly prohibited - this includes the disposal of cigarette butts anywhere on the grounds.

## PARKING RULES

- 1) When parking on the property we ask that you use good judgment and courtesy toward others.
- 2) All vehicles parked on the property must have a valid New York State registration, inspection and active insurance, with an address at Hastings Terrace, a license plate affixed, and a Hastings Terrace parking permit.
- 3) All vehicles must comply with NYS Department of Transportation laws regarding use and performance of any such indoor/outdoor parked vehicle as deemed appropriate to the wellbeing of Hastings Terrace. For example: it is unacceptable for vehicles to be left idling, unattended and/or left running while parked for more time than is needed to exit/enter the garage area. Any vehicle having an oil/fluid leak is not permitted on Hastings Terrace property until repaired.
- 4) Personal Property cannot be stored in or around the perimeter of indoor garages. Hastings Terrace will remove/dispose of any items without notification.
- 5) All parking permits can be obtained from the superintendent's office. Hastings Terrace offers both indoor for garage parking owners and outdoor parking options. Please note permits are not transferred upon sale.
- 6) **Parking Permits:** Parking permits are issued to Unit Owners and tenants who reside at Hastings Terrace with vehicles registered at the property. Tenants of Unit Owners that own a garage space are not eligible for outdoor parking privileges.
  - i) Non- Garage space owners may only be issued up to one (1) outdoor permit per apartment. Garage owners may be issued a garage parking permit plus up to one (1) outdoor parking permit.
  - ii) Indoor parking permit requests will be honored to those owning an indoor parking space only.
  - iii) Permits are non- transferable. Each permit is valid only for the vehicle/license plate for which it was issued. The permit must be affixed to the outside rear bumper, rear window or rear driver's side window. Affixing a permit to a vehicle other than that to which it was issued or not permanently affixing the permit may result in the vehicle being booted/towed at the owner's sole risk and expense.
- 7) **Parking Area:** Vehicles must be parked between painted lines and should not be parked in a manner that is intrusive towards other parked cars.
  - i) All vehicles with a garage parking permit are prohibited from parking outdoors.
  - ii) Adhere to "No Parking" signs, where posted, and insure your parked vehicle does not block any driveway, garage entrance, other parked vehicle or refuse container.
  - iii) Commercial vehicles of any type or any vehicle larger than a full-size van will not be issued a permit. All vehicles parked indoors must not extend beyond support beams.
  - iv) Outdoor parking is on a first come, first served basis. An outdoor permit does not guarantee a space, outdoor spaces cannot be reserved and no car may remain in the same outside parking space for more than thirty (30) consecutive days.
- 8) **Visitor Parking:** Visitors are required to observe all Hastings Terrace parking regulations and only park in the designated visitor area. Any visitors remaining on Hastings Terrace property for more than 48 hours, are required to inform the superintendent.
- 9) **Charging Station:** Residents owning an indoor parking space may seek formal permission to install electrical outlets to be used for charging an automobile(s) which is/are powered, either fully or partly, by electricity, and which automobile(s) is/are registered to the resident and authorized by Hastings Terrace for indoor parking. Such request for permission must be made in writing to the Managing Agent and must include a formal installation proposal prepared by a licensed electrician. The cost of such installation and the subsequent monthly charges will be the responsibility of the resident. The use of electrical extension cords for automobile battery charging, for either indoor or outdoor parking spaces, is strictly prohibited.
- 10) **Please note, non-adherence to any of the above rules and regulations may lead to the vehicle being towed/booted, the revocation or suspension of the vehicle owner's parking privileges and/or potential legal action.** All cars towed because of violations of these parking rules and regulations must contact the towing company at the location listed on the signs at various parts of the property. Hastings Terrace shall not be responsible and assumes no liability whatsoever for damage to, or loss of cars or the contents thereof.
- 11) **THESE PARKING RULES MAY BE MODIFIED, AMENDED OR REPEALED AT ANY TIME BY RESOLUTION OF THE HASTINGS TERRACE BOARD OF MANAGERS.**